

The following information has been determined to be exempt from disclosure from the Modifications under exemption 4:

Names of key personnel from:

Modification 11: p. 2, I.; Modification 25, p. 1; Modification 28, p. 1; and Modification 41, p. 2., D.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE, 2. AMENDMENT/MODIFICATION NO. 42, 3. EFFECTIVE DATE NOV 06 1996, 4. REQUISITION/PURCHASE REQ. NO., 5. PROJECT NO. (If applicable)

6. ISSUED BY National Aeronautics and Space Administration, Langley Research Center, Hampton, VA 23681-0001, 7. ADMINISTERED BY (If other than Item 6)

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) The Bionetics Corporation, Tenth Floor, Suite 1000, Harbour Centre Building, 2 Eaton Street, Hampton, VA 23669, 9A. AMENDMENT OF SOLICITATION NO., 9B. DATED (SEE ITEM 11), 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470, 10B. DATED (SEE ITEM 13) 11/1/91

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.

12. ACCOUNTING AND APPROPRIATION DATA (If required) See Page 2.

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. 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 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.)

The purpose of this modification is to add incremental funding pursuant to the Contract Funding clause. Accordingly, the contract is hereby revised as follows:

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, 15C. DATE SIGNED, 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CAROLYN A. WELLS, CONTRACTING OFFICER, 16B. UNITED STATES OF AMERICA, 16C. DATE SIGNED 11/6/96

FILE COPY

A. Section H, H.1, Contract Funding, is hereby replaced by the following to reflect a funding increase of \$498,500 of which \$482,000 is added to cost and \$16,500 is added to fee.

"H. 1 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$6,482,424 and covers the following period of performance: November 1, 1991 through April 15, 1997.

(b) An additional amount of \$442,032 is obligated under this contract for payment of fee"

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding*</u>	<u>LOE</u>
Through Mod 32	\$6,925,864	\$440,471	\$7,366,335	\$5,360,618	105,726
Mod. 33	0	0	0	275,300	0
Mod. 34	0	0	0	525,000	0
Mod. 35	0	0	0	8,850	0
Mod. 36	0	0	0	29,138	0
Mod. 37	0	0	0	34,000	0
Mod. 38	0	0	0	47,081	0
Mod. 39	349,650	18,170	367,820	0	9,972
Mod. 40	0	0	0	145,969	0
Mod. 41	-748,979	-1,994	-750,973	0	-6,568
Mod. 42	<u>0</u>	<u>0</u>	<u>0</u>	<u>498,500</u>	<u>0</u>
Total	\$6,526,535	\$456,647	\$6,983,182	\$6,924,456	109,130

*Includes \$6,482,424 for cost and \$442,032 for fee.

ACCOUNTING AND APPROPRIATION DATA

<u>PR</u>	<u>JO</u>	<u>RTR</u>	<u>AMOUNT</u>	<u>STATUS</u>	<u>TASK ORDER</u>
AFC.1200	M3163	99230120200	\$13,450	Complete	
AFC.1200	R20033	50590820100	60,000	Complete	
AFC.1201	R20033	50590820100	86,000	Complete	
AFC.1202	M3163	99230120200	17,100	Complete	
AFC.1203	A5409	28230120100	10,000	Complete	
AFC.1203	M3163	99230120200	137,000	Complete	
AFC.1203	R20033	50590820100	43,000	Complete	
AFC.1204	M3163	99230120200	32,000	Complete	
AFC.1204	R20033	50590820100	6,000	Complete	
AFC.1205	R20033	50590820100	93,950	Complete	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 41	3. EFFECTIVE DATE OCT 31 1996	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		7. ADMINISTERED BY (If other than item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) The Bionetics Corporation 11833 Canon Boulevard, Suite 100 Newport News, VA 23606	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470
		10B. DATED (SEE ITEM 13) 11/1/91

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 ACKNOWLEDGEMENT 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.

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: 52.243-2 Changes - Cost Reimbursement (AUG 1987) Alternate II (APR 1984)
	D. OTHER (Specify type of modification and authority)

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

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

The purposes of this modification are to revise the Statement of Work (SOW) to include only those SOW areas shown below and thereby reduce the contract value, change the mailing address for the contract, and revise the Key Personnel clause. Accordingly, the contract is hereby revised as follows:

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) William D. Christensen, Ph.D., P.E. Vice President, Life & Envir. Sciences	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PANICE H. CLARK CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR <i>William D. Christensen</i> (Signature of person authorized to sign)	15C. DATE SIGNED 10/30/96
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

FILE COPY

A. Section B, B.2, Level of Effort, Paragraph A, contained therein is hereby replaced by the following to include the reduction of 6,568 hours associated with the reduced effort.

"A. In performing effort under this contract, the Contractor is obligated to provide up to 109,130 direct labor hours, exclusive of subcontracting and consultants, as defined in Paragraph C below."

B. Section B, B.3, Estimated Cost and Fixed Fee, is hereby replaced by the following to include the decrease in cost and fee associated with reduced effort for the 6-one month option periods. The Other Direct Cost Limitation is reduced by \$660,855. The total decrease in cost is \$748,979 and the total decrease in fixed fee is \$1,994.

"B.3 ESTIMATED COST AND FIXED FEE

A. The estimated cost of the contract is \$6,526,535, exclusive of the fixed fee of \$456,647. The total of the estimated cost and fixed fee is \$6,983,182.

B. Other Direct Cost Limitation

The estimated cost set forth above includes \$3,507,345 for other direct costs."

C. Section C, C. 1 Statement of Work, is revised effective November 1, 1996. The revised statement of work includes those sections shown below with all other SOW requirements deleted effective October 31, 1996.

**"2.3 Environmental Sanitation
2.4 Hazardous Waste Management**

2.5.1 Environmental Activities

**2.10 Pollution Prevention
2.11 Air Resources Management
2.12 Chemical Inventory Tracking
2.13 Program Support Activities**

3.0 Specialized Tasks"

D. Section H H.2, Key Personnel and Facilities, Paragraph C, is deleted in its entirety and replaced with the following:

"H.2, KEY PERSONNEL AND FACILITIES (NASA 18-52.235-71) (MAR 1989).

(c) The list of personnel and/or facilities (shown below or as specified in the Contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

~~Deleted 1-7-87 1209.999 (b) (4)~~

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CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding*</u>	<u>LOE</u>
Through Mod 32	\$6,925,864	\$440,471	\$7,366,335	\$5,360,618	105,726
Mod. 33	0	0	0	275,300	0
Mod. 34	0	0	0	525,000	0
Mod. 35	0	0	0	8,850	0
Mod. 36	0	0	0	29,138	0
Mod. 37	0	0	0	34,000	0
Mod. 38	0	0	0	47,081	0
Mod. 39	349,650	18,170	367,820	0	9,972
Mod. 40	0	0	0	145,969	0
Mod. 41	<u>-748,979</u>	<u>-1,994</u>	<u>-750,973</u>	<u>0</u>	<u>-6,568</u>
Total	\$6,526,535	\$456,647	\$6,983,182	\$6,425,956	109,130

*Includes \$6,000,424 for cost and \$425,532 for fee.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. 40
3. EFFECTIVE DATE OCT 18 1996
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE
National Aeronautics and Space Administration
Langley Research Center
Hampton, VA 23681-0001

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
The Bionetics Corporation
Tenth Floor, Suite 1000
Harbour Centre Building
2 Eaton Street
Hampton, VA 23669

9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
9C. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470
9D. DATED (SEE ITEM 13) 11/1/91

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 ACKNOWLEDGEMENT 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 2.

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.
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 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.)

The purpose of this modification is to add incremental funding pursuant to the Contract Funding clause. Accordingly, the contract is hereby revised as follows:

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
15C. DATE SIGNED
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CAROLYN A. WELLS
16B. UNITED STATES OF AMERICA
BY *Carolyn A. Wells*
16C. DATE SIGNED
(Signature of person authorized to sign) (Signature of Contracting Officer)

A. Section H, H.1, Contract Funding, is hereby replaced by the following to reflect a funding increase of \$145,969 of which \$125,428 is added to cost and \$20,541 is added to fee.

"H. 1 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$6,000,424 and covers the following period of performance: November 1, 1991 through October 31, 1996.

(b) An additional amount of \$425,532 is obligated under this contract for payment of fee"

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding*</u>	<u>LOE</u>
Through Mod 32	\$6,925,864	\$440,471	\$7,366,335	\$5,360,618	105,726
Mod. 33	0	0	0	275,300	0
Mod. 34	0	0	0	525,000	0
Mod. 35	0	0	0	8,850	0
Mod. 36	0	0	0	29,138	0
Mod. 37	0	0	0	34,000	0
Mod. 38	0	0	0	47,081	0
Mod. 39	349,650	18,170	367,820	0	9,972
Mod. 40	0	0	0	145,969	0
Total	<u>\$7,275,514</u>	<u>\$458,641</u>	<u>\$7,734,155</u>	<u>\$6,279,987</u>	<u>115,698</u>

*Includes \$6,000,424 for cost and \$425,532 for fee.

ACCOUNTING AND APPROPRIATION DATA

<u>PR</u>	<u>JO</u>	<u>RTR</u>	<u>AMOUNT</u>	<u>STATUS</u>	<u>TASK ORDER</u>
AFC.1197	M3201	99220040400	\$ 18,569	Complete	502, Mod. 1
AFC.1194	R20033	50590820100	27,400	Complete	
AFC.1199	M3163	99230120200	100,000	Complete	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT NUMBER

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3 AMENDMENT/MODIFICATION NO. 39	1 EFFECTIVE DATE OCT 16 1996	4 REQUISITION/PURCHASE REQ NO.	5 PROJECT NO. (if applicable)
6 ISSUED BY	CODE	7 ADMINISTERED BY (if other than item 4)	CODE
National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001			

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669	(x)	9A AMENDMENT OF SOLICITATION NO.
		9B DATED (SEE ITEM 11)
	X	10A MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470
		10B DATED (SEE ITEM 13) 11/1/91
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 ACKNOWLEDGEMENT 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.

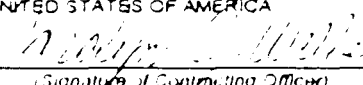
(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET 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: H.5, Options
	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.)

The purposes of this modification are to exercise 6-one month option periods pursuant to Section H, H.5, Options. Accordingly, the contract is hereby revised as follows:

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) CAROLYN A. WELLS CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED OCT 16 1996
(Signature of person authorized to sign)			

A Section B, B.2, Level of Effort Paragraph A, contained therein is hereby replaced by the following to include 9,972 hours added for the 6-one month option periods.

"A. In performing effort under this contract, the Contractor is obligated to provide up to 115,698 direct labor hours, exclusive of subcontracting and consultants, as defined in Paragraph C below."

B Section B, B.3, Estimated Cost and Fixed Fee, is hereby replaced by the following to include the cost and fee associated with adding the 6-one month option periods. The Other Direct Cost Limitation is increased by \$90,000. The total increase in cost is \$349,650 and the total increase in fixed fee is \$18,170.

"B.3 ESTIMATED COST AND FIXED FEE

A. The estimated cost of the contract is \$7,275,514, exclusive of the fixed fee of \$458,641. The total of the estimated cost and fixed fee is \$7,734,155.

B. Other Direct Cost Limitation

The estimated cost set forth above includes \$4,168,200 for other direct costs."

C. Section F, F.2, Period of Performance, is hereby replaced with the following:

"F.2 PERIOD OF PERFORMANCE

The period of performance shall be 66 months from the effective date of this contract."

E. Exhibit G, Subcontracting Plan, increases the contract subcontracting goals by \$7,644 for small business and \$480 for small disadvantaged business.

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding*</u>	<u>LOE</u>
Through Mod 32	\$6,925,864	\$440,471	\$7,366,335	\$5,360,618	105,726
Mod. 33	0	0	0	275,300	0
Mod. 34	0	0	0	525,000	0
Mod. 35	0	0	0	8,850	0
Mod. 36	0	0	0	29,138	0
Mod. 37	0	0	0	34,000	0
Mod. 38	0	0	0	47,081	0
Mod. 39	<u>349,650</u>	<u>18,170</u>	<u>367,820</u>	<u>0</u>	<u>9,972</u>
Total	\$7,275,514	\$458,641	\$7,734,155	\$6,279,987	115,698

*Includes \$5,874,996 for cost and \$404,471 for fee.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. 38
3. EFFECTIVE DATE SEP 26 1996
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE
National Aeronautics and Space Administration
Langley Research Center
Hampton, VA 23681-0001
7. ADMINISTERED BY (If other than item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
The Bionetics Corporation
Tenth Floor, Suite 1000
Harbour Centre Building
2 Eaton Street
Hampton, VA 23669
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS1-19470
10B. DATED (SEE ITEM 13)
11/1/91
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 ACKNOWLEDGEMENT 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 2.

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.
- 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 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.)

The purpose of this modification is to add incremental funding pursuant to the Contract Funding clause. Accordingly, the contract is hereby revised as follows:

A. Section H, H.1, Contract Funding, is hereby replaced by the following to reflect a funding increase of \$47,801 of which \$44,551 is added to cost and \$2,530 is added to fee.

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)
CAROLYN A. WELLS
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED
16B. UNITED STATES OF AMERICA
BY *Carolyn A. Wells*
(Signature of Contracting Officer)
16C. DATE SIGNED
SEP 26 1996
(Signature of person authorized to sign)

FILE COPY

"H. 1 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$5,874,996 and covers the following period of performance: November 1, 1991 through October 7, 1996.

(b) An additional amount of \$404,991 is obligated under this contract for payment of fee"

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding*</u>	<u>LOE</u>
Through Mod 32	\$6,925,864	\$440,471	\$7,366,335	\$5,360,618	105,726
Mod. 33	0	0	0	275,300	0
Mod. 34	0	0	0	525,000	0
Mod. 35	0	0	0	8,850	0
Mod. 36	0	0	0	29,138	0
Mod. 37	0	0	0	34,000	0
Mod. 38	0	0	0	47,081	0
Total	<u>\$6,925,864</u>	<u>\$440,471</u>	<u>\$7,366,335</u>	<u>\$6,279,987</u>	<u>105,726</u>

*Includes \$5,874,996 for cost and \$404,991 for fee.

ACCOUNTING AND APPROPRIATION DATA

<u>PR</u>	<u>JO</u>	<u>RTR</u>	<u>AMOUNT</u>	<u>STATUS</u>	<u>TASK ORDER</u>
AFC.1191	A5409	28230120100	\$27,431	Complete	
AF.5417	M3163	99230120200	19,650	Complete	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. 37	3. EFFECTIVE DATE JUL 1991	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)	(x)	9A. AMENDMENT OF SOLICITATION NO.
The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470
		10B. DATED (SEE ITEM 13) 11/1/91
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 ACKNOWLEDGEMENT 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 2.

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.
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)

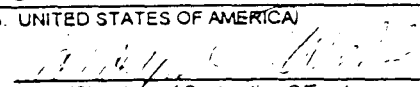
E. IMPORTANT: Contractor X is not, is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to add incremental funding pursuant to the Contract Funding clause. Accordingly, the contract is hereby revised as follows:

A. Section H, H.1, Contract Funding, is hereby replaced by the following to reflect a funding increase of \$34,000 of which \$33,200 is added to cost and \$800 is added to fee.

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)	
		CAROLYN A. WELLS	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY 	JUL 3 1991
		(Signature of Contracting Officer)	

FILE COPY

"H. 1 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$5,830,445 and covers the following period of performance: November 1, 1991 through September 26, 1996.

(b) An additional amount of \$402,461 is obligated under this contract for payment of fee"

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding*</u>	<u>LOE</u>
Through Mod 32	\$6,925,864	\$440,471	\$7,366,335	\$5,360,618	105,726
Mod. 33	0	0	0	275,300	0
Mod. 34	0	0	0	525,000	0
Mod. 35	0	0	0	8,850	0
Mod. 36	0	0	0	29,138	0
Mod. 37	0	0	0	34,000	0
Total	<u>\$6,925,864</u>	<u>\$440,471</u>	<u>\$7,366,335</u>	<u>\$6,232,906</u>	<u>105,726</u>

*Includes \$5,797,245 for cost and \$401,661 for fee.

ACCOUNTING AND APPROPRIATION DATA

<u>PR</u>	<u>JO</u>	<u>RTR</u>	<u>AMOUNT</u>	<u>STATUS</u>	<u>TASK ORDER</u>
AFC.1159	M3163	992-30-12-02	\$20,000	Complete	
AF.5384	R20033	50590820100	14,000	Complete	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 36	3. EFFECTIVE DATE MAY 15 1996	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		7. ADMINISTERED BY (If other than item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470
		10B. DATED (SEE ITEM 13) 11/1/91
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 ACKNOWLEDGEMENT 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 2.

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.
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)

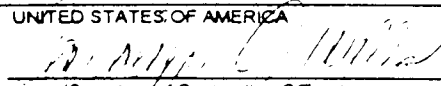
E. IMPORTANT: Contractor **X** is not, is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to add incremental funding pursuant to the Contract Funding clause. Accordingly, the contract is hereby revised as follows:

A. Section H, H.1, Contract Funding, is hereby replaced by the following to reflect a funding increase of \$29,138, of which \$27,572 is added to cost and \$1,566 is added to fee.

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) CAROLYN A. WELLS
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)

FILE

"H. 1 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$5,797,245 and covers the following period of performance: November 1, 1991 through August 9, 1996.

(b) An additional amount of \$401,661 is obligated under this contract for payment of fee"

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding*</u>	<u>LOE</u>
Through Mod 32	\$6,925,864	\$440,471	\$7,366,335	\$5,360,618	105,726
Mod. 33	0	0	0	275,300	0
Mod. 34	0	0	0	525,000	0
Mod. 35	0	0	0	8,850	0
Mod. 36	0	0	0	29,138	0
Total	<u>\$6,925,864</u>	<u>\$440,471</u>	<u>\$7,366,335</u>	<u>\$6,198,906</u>	<u>105,726</u>

*Includes \$5,797,245 for cost and \$401,661 for fee.

ACCOUNTING AND APPROPRIATION DATA

<u>PR</u>	<u>JO</u>	<u>RTR</u>	<u>AMOUNT</u>	<u>STATUS</u>	<u>TASK ORDER</u>
AFC.1164	M3164	99230120200	\$20,000	Complete	501
AFC.1187	R20033	50590850100	3,012	Complete	501
AFC.1180	M3201	99220040400	6,126	Complete	502

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. 35	3. EFFECTIVE DATE APR 16 1996	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470
		10B. DATED (SEE ITEM 13) 11/1/91

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 ACKNOWLEDGEMENT 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 2.

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.
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)

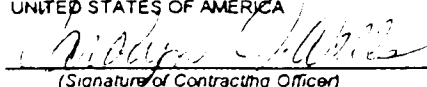
E. IMPORTANT: Contractor X is not, is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to add incremental funding pursuant to the Contract Funding clause. Accordingly, the contract is hereby revised as follows:

A. Section H, H.1, Contract Funding, is hereby replaced by the following to reflect a funding increase of \$525,000 of which \$8,374 is added to cost and \$476 is added to fee.

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)	
		CAROLYN A. WELLS	
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)	

"H. 1 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$5,769,673 and covers the following period of performance: November 1, 1991 through August 9, 1996.

(b) An additional amount of \$400,095 is obligated under this contract for payment of fee"

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding*</u>	<u>LOE</u>
Through Mod 32	\$6,925,864	\$440,471	\$7,366,335	\$5,360,618	105,726
Mod. 33	0	0	0	275,300	0
Mod. 34	0	0	0	525,000	0
Mod. 35	0	0	0	8,850	0
Total	<u>\$6,925,864</u>	<u>\$440,471</u>	<u>\$7,366,335</u>	<u>\$6,169,768</u>	<u>105,726</u>

*Includes \$5,769,673 for cost and \$400,095 for fee.

ACCOUNTING AND APPROPRIATION DATA

<u>PR</u>	<u>JO</u>	<u>RTR</u>	<u>AMOUNT</u>	<u>STATUS</u>
AFA.2107	R19986	50559880600	\$8,850	Complete

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 34	3. EFFECTIVE DATE APR 04 1996	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	7. ADMINISTERED BY (if other than Item 6)		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470
CODE	FACILITY CODE	10B. DATED (SEE ITEM 13) 11/1/91

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 ACKNOWLEDGEMENT 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 2.

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.
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 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.)

The purpose of this modification is to add incremental funding pursuant to the Contract Funding clause. Accordingly, the contract is hereby revised as follows:

A. Section H, H.1, Contract Funding, is hereby replaced by the following to reflect a funding increase of \$525,000 of which \$489,000 is added to cost and \$36,000 is added to fee.

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) CAROLYN A. WELLS
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY <i>Carolyn A. Wells</i> (Signature of Contracting Officer)	16C. DATE SIGNED APR - 4 1996

H. 1 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$5,761,299 and covers the following period of performance: November 1, 1991 through August 8, 1996.

(b) An additional amount of \$399,619 is obligated under this contract for payment of fee*

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding*</u>	<u>LOE</u>
Through Mod 32	\$6,925,864	\$440,471	\$7,366,335	\$5,360,618	105,726
Mod. 33	0	0	0	275,300	0
Mod. 34	0	0	0	525,000	0
Total	\$6,925,864	\$440,471	\$7,366,335	\$6,160,918	105,726

*Includes \$5,761,299 for cost and \$399,619 for fee.

ACCOUNTING AND APPROPRIATION DATA

PR	JO	RTR	AMOUNT	STATUS
AFA:2085	M3168	992-30-07-01	\$180,000	Partial
AFC:1159	M3163	992-30-12-02	375,000	Partial
AFC:1160	M3165	992-30-12-02	90,000	Partial

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 33	3. EFFECTIVE DATE FEB 15 1995	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	CODE	7. ADMINISTERED BY (if other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470
		10B. DATED (SEE ITEM 13) 11/1/91
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 ACKNOWLEDGEMENT 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 2.

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.
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)

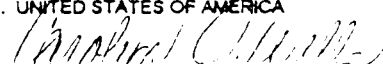
E. IMPORTANT: Contractor X is not, is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to add incremental funding pursuant to the Contract Funding clause. Accordingly, the contract is hereby revised as follows:

A. Section H, H.1, Contract Funding, is hereby replaced by the following to reflect a funding increase of \$275,300 of which \$250,300 is added to cost and \$25,000 is added to fee.

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) CAROLYN A. WELLS
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 11-1-91

* H. 1 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$5,272,299 and covers the following period of performance: November 1, 1991 through April 26, 1996.

(b) An additional amount of \$363,619 is obligated under this contract for payment of fee"

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding*</u>	<u>LOE</u>
Through Mod 32	\$6,925,864	\$440,471	\$7,366,335	\$5,360,618	105,726
Mod. 33	0	0	0	275,300	0
Total	\$6,925,864	\$440,471	\$7,366,335	\$5,635,918	105,726

*Includes \$5,272,299 for cost and \$363,619 for fee.

ACCOUNTING AND APPROPRIATION DATA

<u>PR</u>	<u>JO</u>	<u>RTR</u>	<u>AMOUNT</u>	<u>STATUS</u>
AFA.2085	A5398	28230070000	\$60,000	Partial
AFC.1159	A5409	28230120100	44,000	Partial
AFC.1159	M3163	99230120200	79,000	Partial
AFC.1160	M3165	99030120200	30,000	Partial
DMB.4708	H15189	53706322000	37,300	Complete
DMB.4708	R19517	50563500100	25,000	Complete

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF 1

2. AMENDMENT/MODIFICATION NO. 32 3. EFFECTIVE DATE JAN 24 1996 4. REQUISITION/PURCHASE REQ. NO. N/A 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470 10B. DATED (SEE ITEM 13) 11/1/91 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 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 teletype 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 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) The purposes of this modification are to add \$195,872 in incremental funding pursuant to the Contract Funding clause and to revise a NASA FAR Supplement clause. Accordingly, the contract is hereby revised as follows:

A. Section H, H.1, Contract Funding, is hereby replaced by the following to reflect a funding increase of \$195,872 of which \$190,000 is added to cost and \$5,872 is added to fee.

(CONTINUED ON ATTACHED PAGES)

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)	
		CAROLYN A. WELLS	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Carolyn A. Wells (Signature of Contracting Officer)	1-24-

"H.1 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$5,021,999 and covers the following period of performance: November 1, 1991 through March 8, 1996.

(b) An additional amount of \$338,619 is obligated under this contract for payment of fee."

B. The reporting period for the SF 295 is hereby changed as follows:

"18-52.219-75 Small Business and Small Disadvantaged Business Subcontracting Reporting

(a) The Contractor shall submit the Summary Subcontract Report (Standard Form (SF) 295) semiannually for the reporting periods specified in Block 4 of the form. All other instructions for SF 295 remain in effect.

(b) The Contractor shall include this clause in all subcontracts that include the clause at FAR 52.219-9."

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	38,000	0
Mod. 8	1,298,100	82,560	1,380,660	262,000	19,950
Mod. 9	0	0	0	0	0
Mod. 10	0	0	0	524,000	0
Mod. 11	0	0	0	0	0
Mod. 12	0	0	0	0	0
Mod. 13	0	0	0	524,000	0
Mod. 14	12,508	795	13,303	18,000	504
Mod. 15	1,399,149	88,985	1,488,134	0	21,774
Mod. 16	0	0	0	574,000	0
Mod. 17	0	0	0	0	0
Mod. 18	0	0	0	500,000	0
Mod. 19	0	0	0	0	0
Mod. 20	1,452,017	92,334	1,544,351	710,000	21,774
Mod. 21	0	0	0	55,750	0
Mod. 22	0	0	0	549,000	0
Mod. 23	0	0	0	240,000	0
Mod. 24	0	0	0	17,800	0

Mod. 25	0	0	0	0	0
Mod. 26	1,506,190	95,797	1,601,987	0	21,774
Mod. 27	0	0	0	0	0
Mod. 28	0	0	0	0	0
Mod. 29	0	0	0	54,850	0
Mod. 30	0	0	0	0	0
Mod. 31	0	0	0	0	0
Mod. 32	0	0	0	195,872	0
	<u>\$6,925,864</u>	<u>\$440,471</u>	<u>\$7,366,335</u>	<u>\$5,360,618*</u>	<u>105,726</u>

*Includes \$5,021,999 for cost and \$338,619 for fee.

ACCOUNTING AND APPROPRIATION DATA:

PR	JO	RTR	Amount	
AFC.1155	A5409	28230120100	\$ 66,700	(Complete)
AFC.1155	M3163	99230120200	100,137	(Complete)
AFA.2075	A5398	28230070000	14,518	(Complete)
AFA.2075	M3168	99230070100	14,517	(Complete)

AMENDMENT/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 31	3. EFFECTIVE DATE JAN 18	4. REQUISITION N/A	6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	7. ADMINISTERED BY (If other than Item 6)	8. PROJECT NO. (If)
-------------------------------------	-----------------------------	-----------------------	--	---	---------------------

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669	(Y)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT NO. NAS1-19470
	X	10B. DATED (SEE ITEM 13) 11/1/91

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 solicitation 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 separate 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.

(Y)	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 payment, 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)

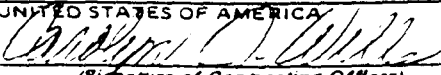
E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
Pursuant to H.1, Contract Funding, the period for which funds are available is extended through January 16, 1996. The amounts allotted for payment of cost and fixed fee remain unchanged. Accordingly, H.1, Paragraphs (a) and (b) are restated as follows:

"(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$4,831,999 and covers the following period of performance: November 1, 1991 through February 8, 1996.

(CONTINUED ON ATTACHED PAGE)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CAROLYN A. WELLS
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE JAN 1

(b) An additional amount of \$332,747 is obligated under this contract for payment of fee."

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	38,000	0
Mod. 8	1,298,100	82,560	1,380,660	262,000	19,950
Mod. 9	0	0	0	0	0
Mod. 10	0	0	0	524,000	0
Mod. 11	0	0	0	0	0
Mod. 12	0	0	0	0	0
Mod. 13	0	0	0	524,000	0
Mod. 14	12,508	795	13,303	18,000	504
Mod. 15	1,399,149	88,985	1,488,134	0	21,774
Mod. 16	0	0	0	574,000	0
Mod. 17	0	0	0	0	0
Mod. 18	0	0	0	500,000	0
Mod. 19	0	0	0	0	0
Mod. 20	1,452,017	92,334	1,544,351	710,000	21,774
Mod. 21	0	0	0	55,750	0
Mod. 22	0	0	0	549,000	0
Mod. 23	0	0	0	240,000	0
Mod. 24	0	0	0	17,800	0
Mod. 25	0	0	0	0	0
Mod. 26	1,506,190	95,797	1,601,987	0	21,774
Mod. 27	0	0	0	0	0
Mod. 28	0	0	0	0	0
Mod. 29	0	0	0	54,850	0
Mod. 30	0	0	0	0	0
Mod. 31	0	0	0	0	0
	<u>\$6,925,864</u>	<u>\$440,471</u>	<u>\$7,366,335</u>	<u>\$5,164,746*</u>	<u>105,726</u>

*Includes \$4,831,999 for cost and \$332,747 for fee.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE 1

2. AMENDMENT/MODIFICATION NO. 30
 3. EFFECTIVE DATE DEC 29 1995
 4. REQUISITION/PURCHASE REQ. NO. N/A
 5. PROJECT NO. (If app)
 6. ISSUED BY National Aeronautics and Space Administration
 Langley Research Center
 Hampton, VA 23681-0001
 CODE
 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 The Bionetics Corporation
 Tenth Floor, Suite 1000
 Harbour Centre Building
 2 Eaton Street
 Hampton, VA 23669
 CODE FACILITY CODE
 9A. AMENDMENT OF SOLICITATION
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT NO. NAS1-19470
 10B. DATED (SEE ITEM 13) 11/1/91

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 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 BE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by teletype 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.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in payment, 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)
 Pursuant to H.1, Contract Funding, the period for which funds are available is extended through January 16, 1996. The amounts allotted for payment of cost and fixed fee remain unchanged. Accordingly, H.1, Paragraphs (a) and (b) are restated as follows:

"(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$4,831,999 and covers the following period of performance: November 1, 1991 through January 15, 1996.

(CONTINUED ON ATTACHED PAGE)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
 15B. CONTRACTOR/OFFEROR
 15C. DATE SIGNED
 15D. UNITED STATES OF AMERICA
 15E. BY R. Todd Lacks (Signature of Contracting Officer)
 15F. 17-29 (Date)
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) R. TODD LACKS
 16B. DATE 17-29

(b) An additional amount of \$332,747 is obligated under this contract for payment of fee."

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	38,000	0
Mod. 8	1,298,100	82,560	1,380,660	262,000	19,950
Mod. 9	0	0	0	0	0
Mod. 10	0	0	0	524,000	0
Mod. 11	0	0	0	0	0
Mod. 12	0	0	0	0	0
Mod. 13	0	0	0	524,000	0
Mod. 14	12,508	795	13,303	18,000	504
Mod. 15	1,399,149	88,985	1,488,134	0	21,774
Mod. 16	0	0	0	574,000	0
Mod. 17	0	0	0	0	0
Mod. 18	0	0	0	500,000	0
Mod. 19	0	0	0	0	0
Mod. 20	1,452,017	92,334	1,544,351	710,000	21,774
Mod. 21	0	0	0	55,750	0
Mod. 22	0	0	0	549,000	0
Mod. 23	0	0	0	240,000	0
Mod. 24	0	0	0	17,800	0
Mod. 25	0	0	0	0	0
Mod. 26	1,506,190	95,797	1,601,987	0	21,774
Mod. 27	0	0	0	0	0
Mod. 28	0	0	0	0	0
Mod. 29	0	0	0	54,850	0
Mod. 30	0	0	0	0	0
	<u>\$6,925,864</u>	<u>\$440,471</u>	<u>\$7,366,335</u>	<u>\$5,164,746*</u>	<u>105,726</u>

*Includes \$4,831,999 for cost and \$332,747 for fee.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF 1

2. AMENDMENT/MODIFICATION NO. 29	3. EFFECTIVE DATE DEC 5 1995	4. REQUISITION/PURCHASE REQ. NO. AFC.1143	5. PROJECT NO. (If app)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669	(f)	9A. AMENDMENT OF SOLICITATION
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT, NO. NAS1-19470
	X	10B. DATED (SEE ITEM 13) 11/1/91

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 tendered.

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 _____ 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 tele 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)
PR: AFA.2071; M3168; 992-30-07-01-00; \$54,850 (Complete)

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

(f)	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 payment, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(d).
	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.

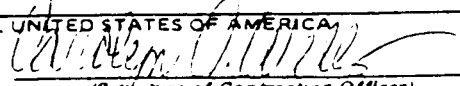
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
The purpose of this modification is to add \$54,850 in incremental funding pursuant to the Contract Funding clause. Accordingly, the contract is hereby revised as follows:

Section H, H.1, Contract Funding, is hereby replaced by the following to reflect a funding increase of \$54,850 of which \$51,750 is added to cost and \$3,100 is added to fee.

FILE COPY

(CONTINUED ON ATTACHED PAGE)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CAROLYN A. WELLS	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED DEC 5 1995

"H.1 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$4,831,999 and covers the following period of performance: November 1, 1991 through January 3, 1996.

(b) An additional amount of \$332,747 is obligated under this contract for payment of fee."

All other contract provisions remain unchanged.

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	38,000	0
Mod. 8	1,298,100	82,560	1,380,660	262,000	19,950
Mod. 9	0	0	0	0	0
Mod. 10	0	0	0	524,000	0
Mod. 11	0	0	0	0	0
Mod. 12	0	0	0	0	0
Mod. 13	0	0	0	524,000	0
Mod. 14	12,508	795	13,303	18,000	504
Mod. 15	1,399,149	88,985	1,488,134	0	21,774
Mod. 16	0	0	0	574,000	0
Mod. 17	0	0	0	0	0
Mod. 18	0	0	0	500,000	0
Mod. 19	0	0	0	0	0
Mod. 20	1,452,017	92,334	1,544,351	710,000	21,774
Mod. 21	0	0	0	55,750	0
Mod. 22	0	0	0	549,000	0
Mod. 23	0	0	0	240,000	0
Mod. 24	0	0	0	17,800	0
Mod. 25	0	0	0	0	0
Mod. 26	1,506,190	95,797	1,601,987	0	21,774
Mod. 27	0	0	0	0	0
Mod. 28	0	0	0	0	0
Mod. 29	0	0	0	54,850	0
	<u>\$6,925,864</u>	<u>\$440,471</u>	<u>\$7,366,335</u>	<u>\$5,164,746*</u>	<u>105,726</u>

*Includes \$4,831,999 for cost and \$332,747 for fee.

INCREMENTAL FUNDING WORKSHEET

NAS1-19470

MOD NO 29

CURRENT FUNDING THRU	01/03/96	COST:	\$4,780,249
		FEE:	329,647
		TOTAL:	\$5,109,896

FUNDING INCREASE:	\$54,850
CURRENT FUNDING:	\$5,109,896
TOTAL AVAILABLE FUNDING:	\$5,164,746

		COST	FEE	TOTAL
ACTUALS THROUGH	OCT	\$4,457,609	\$324,847	\$4,782,456
PROJECTED FOR:	NOV	162,097	7,369	4,951,922
	DEC	202,821	9,211	5,163,754
	JAN	992		5,164,746

BASED ON THE ABOVE THE AVAILABLE FUNDING
WILL FUND COST AND FEE THROUGH APPROXIMATELY JANUARY 3, 1996..

PHILLIP BABB, CM, CONCURRED.
 ALAN PHILIPS, COTR, CONCURRED ALSO.

RECOMMENDED FUNDING BREAKDOWN:

	COST	FEE	TOTAL
CURRENT FUNDING	\$4,780,249	\$329,647	\$5,109,896
INCREASE	51,750	3,100	\$54,850
TOTAL FUNDING	4,831,999	332,747	5,164,746

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT () 1. CONTRACT ID CODE PAGE OF 1

2. AMENDMENT/MODIFICATION NO. 28 3. EFFECTIVE DATE DEC 4 1995 4. REQUISITION/PURCHASE REQ. NO. AFC.1143 5. PROJECT NO. (If app.)

6. ISSUED BY CODE National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001 7. ADMINISTERED BY (If other than item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669

9A. AMENDMENT OF SOLICITATION 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470 10B. DATED (SEE ITEM 13) 11/1/91

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 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 teletype letter, provided each teletype 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 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: 52.243-2 Changes--Cost-Reimbursement (AUG 1987) Alternate II (APR 1984)

D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) The purpose of this modification is to amend Clause H.2, Key Personnel and Facilities. Accordingly, the following change is made:

Section H, H.2, Key Personnel and Facilities, Paragraph (c), is changed to add Deleted 14 CFR 1206.300 (b) (4)

All other contract provisions remain unchanged.

FILE COPY

(CONTINUED ON ATTACHED PAGE)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) William D. Christensen Vice President Life & Environmental 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CAROLYN A. WELLS

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 11/28/95 16B. UNITED STATES OF AMERICA BY Carolyn A. Wells (Signature of Contracting Officer) DEC 4 1995 16C. DATE SIGNED

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	38,000	0
Mod. 8	1,298,100	82,560	1,380,660	262,000	19,950
Mod. 9	0	0	0	0	0
Mod. 10	0	0	0	524,000	0
Mod. 11	0	0	0	0	0
Mod. 12	0	0	0	0	0
Mod. 13	0	0	0	524,000	0
Mod. 14	12,508	795	13,303	18,000	504
Mod. 15	1,399,149	88,985	1,488,134	0	21,774
Mod. 16	0	0	0	574,000	0
Mod. 17	0	0	0	0	0
Mod. 18	0	0	0	500,000	0
Mod. 19	0	0	0	0	0
Mod. 20	1,452,017	92,334	1,544,351	710,000	21,774
Mod. 21	0	0	0	55,750	0
Mod. 22	0	0	0	549,000	0
Mod. 23	0	0	0	240,000	0
Mod. 24	0	0	0	17,800	0
Mod. 25	0	0	0	0	0
Mod. 26	1,506,190	95,797	1,601,987	0	21,774
Mod. 27	0	0	0	0	0
Mod. 28	0	0	0	0	0
	<u>\$6,925,864</u>	<u>\$440,471</u>	<u>\$7,366,335</u>	<u>\$5,109,896*</u>	<u>105,726</u>

*Includes \$4,780,249 for cost and \$329,647 for fee.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 27	3. EFFECTIVE DATE NOV 9 1995	4. REQUISITION/PURCHASE REQ. NO. See Block 12.	5. PROJECT NO. (If appl)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669	<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/NO. NAS1-19470
	X 10B. DATED (SEE ITEM 13) 11/1/91

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 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.

<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying or 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.)
 The purpose of this modification is to extend the funded through date pursuant to the Contract Funding clause. Accordingly, the contract is hereby revised as follows:
 Section H, H.1, Contract Funding, is hereby replaced by the following to reflect an extension of the funded through date:

(CONTINUED ON ATTACHED PAGE)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CAROLYN A. WELLS		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Carolyn A. Wells</i> (Signature of Contracting Officer)	16C. DATE SIGNED

"H.1 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$4,780,249 and covers the following period of performance: November 1, 1991 through January 3, 1996.

(b) An additional amount of \$329,647 is obligated under this contract for payment of fee."

All other contract provisions remain unchanged.

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	38,000	0
Mod. 8	1,298,100	82,560	1,380,660	262,000	19,950
Mod. 9	0	0	0	0	0
Mod. 10	0	0	0	524,000	0
Mod. 11	0	0	0	0	0
Mod. 12	0	0	0	0	0
Mod. 13	0	0	0	524,000	0
Mod. 14	12,508	795	13,303	18,000	504
Mod. 15	1,399,149	88,985	1,488,134	0	21,774
Mod. 16	0	0	0	574,000	0
Mod. 17	0	0	0	0	0
Mod. 18	0	0	0	500,000	0
Mod. 19	0	0	0	0	0
Mod. 20	1,452,017	92,334	1,544,351	710,000	21,774
Mod. 21	0	0	0	55,750	0
Mod. 22	0	0	0	549,000	0
Mod. 23	0	0	0	240,000	0
Mod. 24	0	0	0	17,800	0
Mod. 25	0	0	0	0	0
Mod. 26	1,506,190	95,797	1,601,987	0	21,774
Mod. 27	0	0	0	0	0
	<u>\$6,925,864</u>	<u>\$440,471</u>	<u>\$7,366,335</u>	<u>\$5,109,896*</u>	<u>105,726</u>

*Includes \$4,780,249 for cost and \$329,647 for fee.

AMENDMENT OF SOLICITATION / ON/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE 1

2. AMENDMENT/MODIFICATION NO. 26	3. EFFECTIVE DATE OCT 31 1995	4. REQUISITION/PURCHASE REQ. NO. See Block 12.	5. PROJECT NO. (If app)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669	(d)	9A. AMENDMENT OF SOLICITATION
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT NO. NAS1-19470
		10B. DATED (SEE ITEM 13) 11/1/91

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 tendered.

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 _____ 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 teletype 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 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: Option to Extend the Term of the Contract (FAR 52.217-9) (MAR 1989)
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
The purpose of this modification is to exercise the fourth 12-month option period pursuant to Section H, H.5, Options, and revise Exhibit D, Register of Wage Determination and Fringe Benefits. Accordingly, the contract is modified as follows:

A. Section B, B.2, Level of Effort, Paragraph A, contained therein is hereby replaced by the following to include 21,774 hours added for the fourth option period.

(CONTINUED ON ATTACHED PAGES)

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) William J. Christensen, M.S. & Env. Sciences	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CAROLYN A. WELLS
15B. CONTRACTOR/OFFEROR William J. Christensen (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY <u>Carolyn A. Wells</u> (Signature of Contracting Officer)
15C. DATE SIGNED 10/30/95	16C. DATE SIGNED 10/30/95

"A. In performing effort under this contract, the Contractor is obligated to provide up to 105,726 direct labor hours, exclusive of subcontracting and consultants, as defined in Paragraph C below."

B. Section B, B.3, Estimated Cost and Fixed Fee, is hereby replaced by the following to include the cost and fee associated with adding the fourth option period. The Other Direct Cost Limitation is increased by \$882,000. The total increase in cost is \$1,506,190 and the total increase in fixed fee is \$95,797.

"B.3 ESTIMATED COST AND FIXED FEE

A. The estimated cost of the contract is \$6,925,864, exclusive of the fixed fee of \$440,471. The total of the estimated cost and award fee is \$7,366,335.

B. Other Direct Cost Limitation

The estimated cost set forth above includes \$4,078,200 for other direct costs."

C. Section F, F.2, Period of Performance, is hereby replaced by the following:

"F.2 PERIOD OF PERFORMANCE (NASA 18-52.212-74) (DEC 1988)

The period of performance shall be 60 months from the effective date on this contract."

D. Exhibit G, Subcontracting Plan, the contract subcontracting goals shall be increased by \$71,078 for small business and \$4,442 for small disadvantaged business.

E. Section H, H.12, Wage Determinations and Fringe Benefits, is revised to reflect the following changes:

<u>Number</u>	<u>Revision</u>	<u>Date</u>
94-2544	6	6/20/95"

The above wage determination (Exhibit D) is attached to this modification.

All other contract provisions remain unchanged.

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0

Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	38,000	0
Mod. 8	1,298,100	82,560	1,380,660	262,000	19,950
Mod. 9	0	0	0	0	0
Mod. 10	0	0	0	524,000	0
Mod. 11	0	0	0	0	0
Mod. 12	0	0	0	0	0
Mod. 13	0	0	0	524,000	0
Mod. 14	12,508	795	13,303	18,000	504
Mod. 15	1,399,149	88,985	1,488,134	0	21,774
Mod. 16	0	0	0	574,000	0
Mod. 17	0	0	0	0	0
Mod. 18	0	0	0	500,000	0
Mod. 19	0	0	0	0	0
Mod. 20	1,452,017	92,334	1,544,351	710,000	21,774
Mod. 21	0	0	0	55,750	0
Mod. 22	0	0	0	549,000	0
Mod. 23	0	0	0	240,000	0
Mod. 24	0	0	0	17,800	0
Mod. 25	0	0	0	0	0
Mod. 26	<u>1,506,190</u>	<u>95,797</u>	<u>1,601,987</u>	<u>0</u>	<u>21,774</u>
	<u>\$6,925,864</u>	<u>\$440,471</u>	<u>\$7,366,335</u>	<u>\$5,109,896*</u>	<u>105,726</u>

*Includes \$4,780,249 for cost and \$329,647 for fee.

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

Alan L. Moss *Alan L. Moss*
Director Division of
Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATIVE
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 94-2544
Revision No.: 6
Date of Last Revision: 06/20/1995

State(s): North Carolina, Virginia

Area: NORTH CAROLINA COUNTIES OF CAMDEN, CHOWAN, CURRITUCK, GATES,
PASQUOTANK, PERQUIMANS.
VIRGINIA COUNTIES OF CHESAPEAKE, GLOUCESTER, HAMPTON, ISLE OF WIGHT,
JAMES CITY, MATHEWS, NEWPORT NEWS, NORFOLK, POQUOSON, PORTSMOUTH,
SOUTHAMPTON, SUFFOLK, SURRY, VIRGINIA BEACH, WILLIAMSBURG, YORK.

** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
ADMINISTRATIVE SUPPORT AND CLERICAL:	
01011 Accounting Clerk I	\$ 6.75
01012 Accounting Clerk II	\$ 8.52
01013 Accounting Clerk III	\$ 9.95
01014 Accounting Clerk IV	\$ 10.75
01030 Court Reporter	\$ 9.81
01050 Dispatcher, Motor Vehicle	\$ 8.03
01060 Document Preparation Clerk	\$ 8.08
01090 Duplicating Machine Operator	\$ 8.08
01110 Film/Tape Librarian	\$ 8.46
01115 General Clerk I	\$ 6.02
01116 General Clerk II	\$ 7.42
01117 General Clerk III	\$ 8.54
01118 General Clerk IV	\$ 9.58
01120 Housing Referral Assistant	\$ 10.42
01131 Key Entry Operator I	\$ 7.32
01132 Key Entry Operator II	\$ 9.24
01191 Order Clerk I	\$ 7.32
01192 Order Clerk II	\$ 9.59
01220 Order Filler	\$ 8.46
01261 Personnel Assistant (Employment) I	\$ 8.65
01262 Personnel Assistant (Employment) II	\$ 10.03
01263 Personnel Assistant (Employment) III	\$ 10.75
01264 Personnel Assistant (Employment) IV	\$ 12.06
01270 Production Control Clerk	\$ 10.42
01290 Rental Clerk	\$ 8.46
01300 Scheduler, Maintenance	\$ 8.46
01311 Secretary I	\$ 8.46
01312 Secretary II	\$ 9.81
01313 Secretary III	\$ 10.42
01314 Secretary IV	\$ 11.41
01315 Secretary V	\$ 11.96
01320 Service Order Dispatcher	\$ 8.46
01341 Stenographer I	\$ 8.78

01342 Stenographer II	\$ 9.86
01400 Supply Technician	\$ 10.00
01420 Survey Worker(Interviewer)	\$ 9.81
01460 Switchboard Operator- Receptionist	\$ 8.08
01531 Travel Clerk I	\$ 6.31
01532 Travel Clerk II	\$ 6.69
01533 Travel Clerk III	\$ 7.06
01551 Typist I	\$ 7.42
01552 Typist II	\$ 8.92
01611 Word Processor I	\$ 8.73
01612 Word Processor II	\$ 9.80
01613 Word Processor III	\$ 10.97

AUTOMATIC DATA PROCESSING:

03010 Computer Data Librarian	\$ 8.26
03041 Computer Operator I	\$ 8.26
03042 Computer Operator II	\$ 9.58
03043 Computer Operator III	\$ 11.83
03044 Computer Operator IV	\$ 13.70
03045 Computer Operator V	\$ 14.56
03071 Computer Programmer I 1/	\$ 11.02
03072 Computer Programmer II 1/	\$ 13.62
03073 Computer Programmer III 1/	\$ 16.20
03074 Computer Programmer IV 1/	\$ 19.39
03101 Computer Systems Analyst I 1/	\$ 17.62
03102 Computer Systems Analyst II 1/	\$ 20.28
03103 Computer Systems Analyst III 1/	\$ 23.23
03160 Peripheral Equipment Operator	\$ 8.26

AUTOMOTIVE SERVICE:

05005 Automobile Body Repairer, Fiberglass	\$ 14.05
05010 Automotive Glass Installer	\$ 12.82
05040 Automotive Worker	\$ 12.82
05070 Electrician, Automotive	\$ 13.42
05100 Mobile Equipment Servicer	\$ 11.59
05130 Motor Equipment Metal Mechanic	\$ 14.05
05160 Motor Equipment Metal Worker	\$ 12.82
05190 Motor Vehicle Mechanic	\$ 14.05
05220 Motor Vehicle Mechanic Helper	\$ 10.95
05250 Motor Vehicle Upholstery Worker	\$ 12.82
05280 Motor Vehicle Wrecker	\$ 12.82
05310 Painter, Automotive	\$ 13.42
05340 Radiator Repair Specialist	\$ 12.82
05370 Tire Repairer	\$ 11.59
05400 Transmission Repair Specialist	\$ 14.05

FOOD PREPARATION AND SERVICE:

07010 Baker	\$ 8.68
07041 Cook I	\$ 7.85
07042 Cook II	\$ 8.68
07070 Dishwasher	\$ 6.05
07100 Food Service Worker	\$ 6.05
07130 Meat Cutter	\$ 8.68
07250 Waiter/Waitress	\$ 6.58

FURNITURE MAINTENANCE AND REPAIR:

09010 Electrostatic Spray Painter	\$ 13.42
09040 Furniture Handler	\$ 10.95
09070 Furniture Refinisher	\$ 13.42
09100 Furniture Refinisher Helper	\$ 10.95
09110 Furniture Repairer, Minor	\$ 12.19
09130 Upholsterer	\$ 13.42

GENERAL SERVICES AND SUPPORT:

11030 Cleaner, Vehicles	\$ 6.05
11060 Elevator Operator	\$ 6.05
11090 Gardener	\$ 7.75
11121 Housekeeping Aide I	\$ 5.93
11122 Housekeeping Aide II	\$ 6.49
11150 Janitor	\$ 6.05
11180 Laborer	\$ 9.68
11210 Laborer, Grounds Maintenance	\$ 6.58
11240 Maid or Houseman	\$ 5.52
11270 Pest Controller	\$ 8.25
11300 Refuse Collector	\$ 6.05
11360 Window Cleaner	\$ 6.58

HEALTH:

12010 Ambulance Driver	\$ 8.75
12040 Emergency Medical Technician	\$ 9.13
12070 Licensed Practical Nurse	\$ 8.82
12100 Medical Assistant	\$ 7.88
12130 Medical Laboratory Technician	\$ 7.88
12160 Medical Record Clerk	\$ 7.88
12190 Medical Record Technician	\$ 10.92
12220 Nursing Assistant	\$ 7.02
12250 Pharmacy Technician	\$ 9.83
12280 Phlebotomist	\$ 7.88
12311 Registered Nurse I	\$ 10.92
12312 Registered Nurse II	\$ 13.36
12313 Registered Nurse II, Specialist	\$ 13.36
12314 Registered Nurse III	\$ 16.16
12315 Registered Nurse III, Anesthetist	\$ 16.16
12316 Registered Nurse IV	\$ 19.37

INFORMATION AND ARTS:

13002 Audiovisual Librarian	\$ 14.56
13011 Exhibits Specialist I	\$ 13.06
13012 Exhibits Specialist II	\$ 15.87
13013 Exhibits Specialist III	\$ 17.63
13041 Illustrator I	\$ 13.06
13042 Illustrator II	\$ 15.87
13043 Illustrator III	\$ 17.63
13050 Library Technician	\$ 11.02
13071 Photographer I	\$ 10.40
13072 Photographer II	\$ 13.06
13073 Photographer III	\$ 15.87
13074 Photographer IV	\$ 17.63
13075 Photographer V	\$ 21.32

LAUNDRY, DRY CLEANING, PRESSING:

15010 Assembler	\$ 5.18
15030 Counter Attendant	\$ 5.18
15040 Dry Cleaner	\$ 6.30
15070 Finisher, Flatwork, Machine	\$ 5.18
15090 Presser, Hand	\$ 5.18
15100 Presser, Machine, Dry Cleaning	\$ 5.18
15130 Presser, Machine, Shirts	\$ 5.18
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 5.18
15190 Sewing Machine Operator	\$ 6.71
15220 Tailor	\$ 7.11
15250 Washer, Machine	\$ 5.57

MACHINE TOOL OPERATION AND REPAIR:

19010 Machine-tool Operator (Toolroom)	\$ 14.05
19040 Tool and Die Maker	\$ 15.57

MATERIALS HANDLING AND PACKING:

21010 Fuel Distribution System Operator	\$ 12.82
21020 Material Coordinator	\$ 12.19
21030 Material Expediter	\$ 12.19
21040 Material Handling Laborer	\$ 7.44
21071 Forklift Operator	\$ 9.05
21100 Shipping/Receiving Clerk	\$ 8.85
21130 Shipping Packer	\$ 8.85
21150 Stock Clerk	\$ 8.85
21210 Tools and Parts Attendant	\$ 10.95
21400 Warehouse Specialist	\$ 10.54

MECHANICS AND MAINTENANCE AND REPAIR:

23010 Aircraft Mechanic	\$ 14.05
23040 Aircraft Mechanic Helper	\$ 10.95
23060 Aircraft Servicer	\$ 12.19
23070 Aircraft Worker	\$ 12.82
23100 Appliance Mechanic	\$ 13.42
23120 Bicycle Repairer	\$ 11.59
23125 Cable Splicer	\$ 14.05
23130 Carpenter, Maintenance	\$ 13.42
23140 Carpet Layer	\$ 13.42
23160 Electrician, Maintenance	\$ 15.57
23181 Electronics Technician, Maintenance I	\$ 13.99
23182 Electronics Technician, Maintenance II	\$ 14.31
23183 Electronics Technician, Maintenance III	\$ 15.33
23260 Fabric Worker	\$ 12.19
23290 Fire Alarm System Mechanic	\$ 14.05
23310 Fire Extinguisher Repairer	\$ 11.59
23340 Fuel Distribution System Mechanic	\$ 14.05
23370 General Maintenance Worker	\$ 8.75
23400 Heating, Refrigeration and Air Conditioning Mechanic	\$ 14.05

23430 Heavy Equipment Mechanic	\$ 14.05
23460 Instrument Mechanic	\$ 14.05
23500 Locksmith	\$ 13.42
23530 Machinery Maintenance Mechanic	\$ 14.05
23550 Machinist, Maintenance	\$ 14.05
23580 Maintenance Trades Helper	\$ 10.95
23640 Millwright	\$ 14.05
23700 Office Appliance Repairer	\$ 13.42
23740 Painter, Aircraft	\$ 13.42
23760 Painter, Maintenance	\$ 13.42
23790 Pipefitter, Maintenance	\$ 14.05
23800 Plumber, Maintenance	\$ 13.42
23820 Pneudraulic Systems Mechanic	\$ 14.05
23850 Rigger	\$ 14.05
23870 Scale Mechanic	\$ 12.82
23890 Sheet-metal Worker, Maintenance	\$ 14.05
23910 Small Engine Mechanic	
23930 Telecommunications Mechanic I	\$ 12.82
23940 Telecommunications Mechanic II	\$ 14.05
23950 Telephone Lineman	\$ 15.22
23960 Welder, Combination, Maintenance	\$ 14.05
23965 Well Driller	\$ 14.05
23970 Woodcraft Worker	\$ 14.05
23980 Woodworker	\$ 12.22

PERSONAL NEEDS:

24570 Child Care Attendant	\$ 6.01
24600 Chore Aide	\$ 4.91
24630 Homemaker	\$ 8.33

PLANT AND SYSTEM OPERATION:

25010 Boiler Tender	\$ 14.05
25040 Sewage Plant Operator	\$ 13.42
25070 Stationary Engineer	\$ 14.05
25190 Ventilation Equipment Tender	\$ 10.95
25210 Water Treatment Plant Operator	\$ 13.42

PROTECTIVE SERVICE:

27004 Alarm Monitor	\$ 7.21
27010 Court Security Officer	\$ 9.68
27040 Detention Officer	\$ 9.68
27070 Firefighter	\$ 10.50
27101 Guard I	\$ 6.03
27102 Guard II	\$ 7.21
27130 Police Officer	\$ 12.28

TECHNICAL:

29010 Air Traffic Control 2/ Specialist, Center	\$ 21.67
29011 Air Traffic Control 2/ Specialist, Station	\$ 14.94
29012 Air Traffic Control 2/ Specialist, Terminal	\$ 16.46
29020 Archeological Technician	\$ 15.87
29030 Cartographic Technician	\$ 15.87
29040 Civil Engineering Technician	\$ 15.87

29061 Drafter I	\$ 9.24
29062 Drafter II	\$ 10.40
29063 Drafter III	\$ 13.06
29064 Drafter IV	\$ 15.87
29070 Embalmer	\$ 17.63
29081 Engineering Technician I	\$ 10.36
29082 Engineering Technician II	\$ 11.63
29083 Engineering Technician III	\$ 13.02
29084 Engineering Technician IV	\$ 16.12
29085 Engineering Technician V	\$ 19.72
29086 Engineering Technician VI	\$ 23.86
29090 Environmental Technician	\$ 15.87
29210 Laboratory Technician	\$ 11.83
29240 Mathematical Technician	\$ 15.87
29330 Mortician	\$ 17.63
29390 Photooptics Technician	\$ 15.87
29480 Technical Writer	\$ 15.02
29620 Weather Observer, Senior 3/	\$ 12.80
29621 Weather Observer, Combined 3/ Upper Air and Surface Programs	\$ 11.83
29622 Weather Observer, Upper Air 3/	\$ 11.83

**TRANSPORTATION/MOBILE EQUIPMENT
OPERATION:**

31030 Bus Driver	\$ 9.15
31100 Driver Messenger	\$ 8.70
31200 Heavy Equipment Operator	\$ 14.05
31290 Shuttle Bus Driver	\$ 8.75
31300 Taxi Driver	\$ 7.29
31361 Truckdriver, Light Truck	\$ 8.75
31362 Truckdriver, Medium Truck	\$ 9.15
31363 Truckdriver, Heavy Truck	\$ 9.65
36364 Truckdriver, Tractor-Trailer	\$ 10.15

MISCELLANEOUS:

99005 Aircraft Quality Control Inspector	\$ 15.22
99020 Animal Caretaker	\$ 7.00
99030 Cashier	\$ 5.93
99040 Child Care Center Clerk	\$ 7.50
99050 Desk Clerk	\$ 7.00
99260 Instructor	\$ 17.63
99300 Lifeguard	\$ 5.36
99350 Park Attendant (Aide)	\$ 6.73
99400 Photofinishing Worker	\$ 6.01
99500 Recreation Specialist	\$ 13.04
99510 Recycling Worker	\$ 7.41
99610 Sales Clerk	\$ 5.36
99630 Sports Official	\$ 5.36
99658 Survey Party Chief	\$ 7.85
99659 Surveying Technician	\$ 7.50
99660 Surveying Aide	\$ 4.91
99690 Swimming Pool Operator	\$ 8.68
99720 Vending Machine Attendant	\$ 7.41
99730 Vending Machine Repairer	\$ 8.68
99740 Vending Machine Repairer Helper	\$ 7.41

**** Fringe Benefits Required For All Occupations Included In
This Wage Determination ****

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract. May include such benefits as severance pay.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

- 1/
Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)
- 2/
NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3/
APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY: If you work at night as a part of a regular tour of duty, you will earn a NIGHT DIFFERENTIAL and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all

employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by First Supplement December 1993, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
(Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMENDMENT OF SOLICITATION (MODIFICATION OF CONTRACT

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2. AMENDMENT/MODIFICATION NO. 25	3. EFFECTIVE DATE SEP 22 1995	4. REQUISITION/PURCHASE REQUEST NO. AFC.1143	5. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001
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3. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669	(V)	9A. AMENDMENT TO SOLICITATION NO.
		9B. DATE RECEIVED
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470
CODE	FACILITY CODE	10B. DATE RECEIVED 11/1/91

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 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, 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 or appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(d).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-2 Changes--Cost-Reimbursement (AUG 1987) Alternate II (APR 1984)
	D. OTHER (Specify type of modification and authority)

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

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

The purposes of this modification are to amend Clause H.2, Key Personnel and Facilities and to delete a NASA FAR Supplement Clause. Accordingly, the following changes are made:

- A. Section H, H.2, Key Personnel and Facilities, Paragraph (c), is changed to delete _____ without a replacement.
- B. NASA FAR Supplement Clause 18-52.204-70, Report on NASA Subcontracts, is hereby deleted.

(CONTINUED ON ATTACHED PAGE)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Leo P. Daspit, Jr. Vice President, Operations	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CAROLYN A. WELLS
15B. CONTRACTOR/OFFEROR <i>Leo P. Daspit Jr.</i> (Signature of person authorized to sign)	15C. DATE SIGNED 09/14/95
16B. UNITED STATES OF AMERICA BY <i>Carolyn A. Wells</i> (Signature of Contracting Officer)	16C. DATE SIGNED 9/22/95

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>IFE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	0
Mod. 1	0	0	0	339,292	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	38,000	0
Mod. 8	1,298,100	82,560	1,380,660	262,000	19,950
Mod. 9	0	0	0	0	0
Mod. 10	0	0	0	524,000	0
Mod. 11	0	0	0	0	0
Mod. 12	0	0	0	0	0
Mod. 13	0	0	0	524,000	0
Mod. 14	12,508	795	13,303	18,000	504
Mod. 15	1,399,149	88,985	1,488,134	0	21,774
Mod. 16	0	0	0	574,000	0
Mod. 17	0	0	0	0	0
Mod. 18	0	0	0	500,000	0
Mod. 19	0	0	0	0	0
Mod. 20	1,452,017	92,334	1,544,351	710,000	21,774
Mod. 21	0	0	0	55,750	0
Mod. 22	0	0	0	549,000	0
Mod. 23	0	0	0	240,000	0
Mod. 24	0	0	0	17,800	0
Mod. 25	0	0	0	0	0
	<u>\$5,419,674</u>	<u>\$344,674</u>	<u>\$5,764,348</u>	<u>\$5,109,896*</u>	<u>83,952</u>

*Includes \$4,780,249 for cost and \$329,647 for fee.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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2. AMENDMENT/MODIFICATION NO. 24	3. EFFECTIVE DATE SEP 11 1995	4. REQUISITION/PURCHASE REPORT NO. AFC.1143	5. FUNDING SOURCE NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		7. ADMINISTERED BY (If other than issuing office)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669	(f)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATE RECEIVED (If other than 10A)
	X	10A. MODIFICATION OF CONTRACT NO. NAS1-12440
CODE	FACILITY CODE	10B. DATE RECEIVED (If other than 10A) 11/1/91

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 tendered.

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 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 BE IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram, 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)
PR: AFA.2038; R19987; 505-59-88-06-00; \$17,800; (Complete)

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.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in payment 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)

The purpose of this modification is to add \$17,800 in incremental funding pursuant to the Contract Funding clause. Accordingly, the contract is hereby revised as follows:

Section H, H.1, Contract Funding, is hereby replaced by the following to reflect a funding increase of \$17,800 added to cost:

(CONTINUED ON ATTACHED PAGE)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CAROLYN A. WELLS		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Carolyn A. Wells</i> (Signature of Contracting Officer)	16C. DATE SIGNED 9/14/95
(Signature of person authorized to sign)			

"H.1 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for this contract is \$4,780,249 and covers the following period of performance: November 1, 1991 through October 31, 1995.

(b) An additional amount of \$329,647 is obligated under this contract for payment of fee."

All other contract provisions remain unchanged.

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	38,000	0
Mod. 8	1,298,100	82,560	1,380,660	262,000	19,950
Mod. 9	0	0	0	0	0
Mod. 10	0	0	0	524,000	0
Mod. 11	0	0	0	0	0
Mod. 12	0	0	0	0	0
Mod. 13	0	0	0	524,000	0
Mod. 14	12,508	795	13,303	18,000	504
Mod. 15	1,399,149	88,985	1,488,134	0	21,774
Mod. 16	0	0	0	574,000	0
Mod. 17	0	0	0	0	0
Mod. 18	0	0	0	500,000	0
Mod. 19	0	0	0	0	0
Mod. 20	1,452,017	92,334	1,544,351	710,000	21,774
Mod. 21	0	0	0	55,750	0
Mod. 22	0	0	0	549,000	0
Mod. 23	0	0	0	240,000	0
Mod. 24	0	0	0	0	0
Mod. 25	0	0	0	17,800	0
	<u>\$5,419,674</u>	<u>\$344,674</u>	<u>\$5,764,348</u>	<u>\$5,109,896*</u>	<u>83,952</u>

*Includes \$4,780,249 for cost and \$329,647 for fee.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				11. CONTRACT ID CODE	PAGE OF 1
2. AMENDMENT/MODIFICATION NO. 23		3. EFFECTIVE DATE AUG 08 1995	4. REQUISITION/PURCHASE REQ. NO. AFC.1143	5. PROJECT NO. (If app.)	
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669			<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION	
				9B. DATED (SEE ITEM 11)	
			<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470	
				10B. DATED (SEE ITEM 13) 11/1/91	
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 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, 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)
PR: AFC.1143; M3122; \$240,000; (Complete)

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

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying 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)

The purpose of this modification is to add \$240,000 in incremental funding pursuant to the Contract Funding clause. Accordingly, the contract is hereby revised as follows:

Section H, H.1, Contract Funding, is hereby replaced by the following to reflect a funding increase of \$240,000 of which \$231,000 is added to cost and \$9,000 is added to fee:

FILE COPY

(CONTINUED ON ATTACHED PAGE)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KELANN L. BIELICK	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Kelann L. Bielick</u> (Signature of Contracting Officer)	16C. DATE SIGNED AUG 08

"H.1 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$4,762,449 and covers the following period of performance: November 1, 1991 through October 31, 1995.

(b) An additional amount of \$329,647 is obligated under this contract for payment of fee."

All other contract provisions remain unchanged.

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	38,000	0
Mod. 8	1,298,100	82,560	1,380,660	262,000	19,950
Mod. 9	0	0	0	0	0
Mod. 10	0	0	0	524,000	0
Mod. 11	0	0	0	0	0
Mod. 12	0	0	0	0	0
Mod. 13	0	0	0	524,000	0
Mod. 14	12,508	795	13,303	18,000	504
Mod. 15	1,399,149	88,985	1,488,134	0	21,774
Mod. 16	0	0	0	574,000	0
Mod. 17	0	0	0	0	0
Mod. 18	0	0	0	500,000	0
Mod. 19	0	0	0	0	0
Mod. 20	1,452,017	92,334	1,544,351	710,000	21,774
Mod. 21	0	0	0	55,750	0
Mod. 22	0	0	0	549,000	0
Mod. 23	0	0	0	240,000	0
	<u>\$5,419,674</u>	<u>\$344,674</u>	<u>\$5,764,348</u>	<u>\$5,092,096*</u>	<u>83,952</u>

*Includes \$4,762,449 for cost and \$329,647 for fee.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 7 PAGES
2. AMENDMENT/MODIFICATION NO. 22	3. EFFECTIVE DATE Jul 14 1995	4. REQUISITION/PURCHASE REQ. NO. See Page 7	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) The Bionetics Corporation Tenth Floor, Suite 100 Harbour Centre Building 2 Eaton Street Hampton, VA 23669		(√)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		(√)	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470
CODE		FACILITY CODE	10B. DATED (SEE ITEM 13) 11/1/91
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above number solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT 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 7			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.			
(√)	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: Far Clause 52.243-2, Changes-Cost Reimbursement (AUG 1989) - Alternate II (APR 1984)		
	D. OTHER (Specify type of modification and authority)		
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> 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) Pursuant to the Changes Clause 52.243-2, "Changes - Cost Reimbursement - Alternate II, the contract is modified to add the requirement for "Pollution Prevention Air Resources Management, Chemical Invention, Tracking and Reporting Program Support activities and specialized tasks." Furthermore, the following changes will be made to the contract schedule (1) modify B.3 to add the new requirements to the ODC limitation, (2) incrementally fund the contract, and (3) add the method of ordering specialized work to a task ordering arrangement. Accordingly the contract is modified as follows: (Continued on Attached Page)			
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or Print) William D. Christensen V.P. Life & Environmental Sciences		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) Panice H. Clark	
15B. CONTRACTOR/OFFEROR <i>William D. Christensen</i> (Signature of person authorized to sign)		15C. DATE SIGNED 7/14/95	16B. UNITED STATES OF AMERICA BY <i>Panice H. Clark</i> (Signature of Contracting Officer)
			16C. DATE SIGNED 7-14-95

A. Section B, B.3, Estimated Cost and Fixed Fee, paragraph B is hereby replaced by the following to add the pollution prevention, air resources management, chemical invention, tracking and reporting program support activities and specialized tasks to the ODC Limitation.

"B.3 ESTIMATED COST AND FIXED FEE

B. Other Direct Cost (ODC) Limitation - The estimated cost set forth above includes \$3,190,000 for ODC's for laboratory support, hazardous waste disposal, pollution prevention, air resources management, chemical invention, tracking and reporting program support activities and specialized tasks. This support shall be provided by subcontracted effort and/or interdivisional transfer. The ODC limitation will also include training costs.

B. The following clause is added as B.4:

"B.4 TASK ORDER LIMITATIONS - SPECIALIZED TASKS

Each task order shall specify a total direct labor hour and cost limitation. Notwithstanding the Limitation of Funds clause, the Contractor shall not exceed the authorized cost set forth in each task order. In addition, in no event shall the Contractor exceed the total contract cost limitation imposed by the Limitation of Funds clause in executing the work under any task order. Only costs incurred against specific written task orders authorized by the Contracting Officer and with the direct labor hour and cost limitation set forth therein shall be allocable or allowable under this contract."

C. The following clause is added as G.4:

"G.4 TASK ORDERING PROCEDURE (NASA 18-52.216-80) (DEC 1991)

Performance under this contract is subject to the following ordering procedure.

(a) Within the direct labor hours specified in the Level of Effort clause of this contract, the Contractor shall incur costs under this contract in the performance of task orders and task order modifications issued in accordance with this ordering procedure. No other costs are authorized without the express written consent of the Contracting Officer.

(b) From time to time during the term of this contract, the Contracting Officer will issue task orders in writing to the Contractor, providing specific information on work to be performed within the scope of the contract. Each task order will indicate the objectives or results desired.

- (1) Task orders will contain, as a minimum, the following information:
 - (i) Signature of the Contracting Officer.
 - (ii) Contract number, order number, and date.
 - (iii) Description of work.
 - (iv) Maximum dollar amount authorized (cost and fee or price)
 - (v) Maximum number of contract labor hours and other resources authorized.
 - (vi) Documentation requirements.
 - (vii) Delivery/performance schedule.
 - (viii) Quality assurance standards, as appropriate.
 - (ix) Travel authorized.
 - (x) Any other necessary information.
- (2) Unless otherwise directed by the Contracting Officer, the Contractor shall submit the following information for each task order:
 - (i) Discussion of the technical approach for performing the work.
 - (ii) Estimated date of commencement of work, and any changes proposed to the schedule of performance.
 - (iii) Direct labor hours, both straight time and overtime (if authorized), on a monthly basis by applicable labor category, and the total direct labor hours, including those in (2)(b)(iv)(B) of this clause, estimated to complete the task.
 - (iv) The total estimated cost and fee, where appropriate, for completion of the task order, including:
 - (A) The travel and material estimates.
 - (B) An estimate for subcontractors and consultants, including the direct labor hours, if applicable.
 - (C) Estimated computer use time required, if applicable.
 - (D) Other pertinent information, such as indirect costs and inter-divisional transfers.
- (3) Each task order shall require the Contractor to acknowledge receipt and acceptance of the task order within ten calendar days after receipt. If the Contractor cannot comply with a task order requirement, the Contractor shall indicate in his acknowledgement, the changes required prior to his acceptance. Any differences must be resolved between the parties and the order modified to reflect the agreement."

D. Section H, H.1, Contracting Funding, is hereby replaced by the following to reflect a funding increase of \$549,000 of which \$516,815 is added to cost and \$32,185 is added to fee:

"H.1 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$4,531,449 and covers the following period of performance: November 1, 1991 through September 12, 1995

(b) An additional amount of \$320,647 is obligated under the contract for payment of fee."

E. Exhibit A, Statement of Work, is revised to add the following:

2.10 POLLUTION PREVENTION

2.10.1 Pollution Prevention Program Plan Implementation

The contractor shall assist the Center in implementing the Center's Pollution Prevention Program Plan. The contractor shall provide yearly program plan updates and shall add new projects to the update. The contractor shall report on completed projects to include implementation costs, project cost savings, tangible and intangible benefits gained and any recommended additional actions that would improve or enhance the project. The contractor shall conduct Pollution Prevention Opportunity Assessments (PPOAs) of selected facilities and attendant processes in accordance with the guidelines in EPA's "Facility Pollution Prevention Guide" (EPA/600/R-93/088), and other sources as provided by the Government.

2.10.2 Recycling and Reclamation Activities

The contractor shall maintain records of the Center's recycling and reclamation activities and the Center's Affirmative Procurement Plan. The records shall indicate the identity and quantity of materials recycled, reclaimed or affirmatively procured. The contractor shall operate the Center's Recycling and Reclamation Facility. The facility, which is expected to be operational by August 1995, will be used to support the Pollution Prevention Program to recycle and reclaim waste. Defined operations for the facility include: 1) processing of liquids from photographic laboratories operations to recover silver for precious metal reclamation; passive cartridges or electrolysis will be used; expected volume is 1,000 gallons per year, 2) separation of oil from oily water mixtures typically generated as air compressor condensate; skimming and filtration will be used; expected volume is 15,000 gallons per year, 3) crushing of unusable 55 gallon drums for scrap metal recycling; a drum crusher will be used; expected volume is 250 drums per year. Other projects or activities as identified by PPOAs may be developed.

2.11 AIR RESOURCES MANAGEMENT

The contractor shall conduct air pollution control activities which include the update and maintenance of the Center-wide air emissions inventory and the conduct of air emissions sampling and analysis. The contractor shall review existing Center operations to evaluate compliance with VDEQ and EPA air pollution control regulations and evaluate air emission levels, particularly toxic and volatile organic compound (VOC) emissions, evaluate potential risks, and provide recommendations to maintain compliance. The contractor shall prepare air permit applications and reports as required to meet Federal and state regulations. The contractor shall recommend air pollution control technology.

2.12 CHEMICAL INVENTORY TRACKING AND REPORTING

The contractor shall provide support to assure compliance with hazardous materials control and reporting requirements. These support activities shall include maintenance of the Center's chemical inventory using the PROLAB/TERMS database. The contractor shall prepare the Emergence Planning and Community Right-to-Know (EPCRA) annual report and the Toxics Release Inventory report for submission to the Government. The contractor shall conduct field audits to verify accuracy and completeness of facility chemical inventory data and assist facilities in establishing required facility and Center chemical inventories.

2.13 PROGRAM SUPPORT ACTIVITIES

There are necessary support functions that are applicable to all the work areas listed in paragraphs 2.10 through 2.12 of this statement of work. The contractor must be prepared to conduct any combination of the following support activities for any and all of the work areas. The contractor shall provide training to the Center staff on environmental regulations, environmental impacts and problems, and pollution prevention concepts. The contractor shall rely upon existing training materials, or develop materials as required, for topics including pollution prevention concepts and state and Federal environmental requirements. The contractor shall support awareness, outreach and public relations activities concerning all aspects of the Center's environmental program. Assistance shall include preparation of reports and fact sheets, participation in meetings, and preparation of displays and layouts. The contractor shall assemble and maintain environmental data in a format consistent with Center and Agency requirements. The contractor will be required to use the NASA Environmental Information System (NEIS) to maintain appropriate environmental data.

3.0 SPECIALIZED TASKS

The contractor shall support Langley Research Center's environmental compliance and restoration efforts on a task order basis as requested by NASA. The contract tasks require services to assist the Center in the following efforts - site inspections, facility investigations, site characterization studies, risk assessments, corrective action plans, remedial investigations, feasibility studies, closure plans, waste water systems studies, sample analysis, treatability studies/pilot testing, environmental assessments, environmental impact statements, permit application preparation, and related design and environmental studies.

All other contract provisions remain unchanged.

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	38,000	0
Mod. 8	1,298,100	82,560	1,380,660	262,000	19,950
Mod. 9	0	0	0	0	0
Mod. 10	0	0	0	524,000	0
Mod. 11	0	0	0	0	0
Mod. 12	0	0	0	0	0
Mod. 13	0	0	0	524,000	0
Mod. 14	12,508	795	13,303	18,000	504
Mod. 15	1,399,149	88,985	1,488,134	0	21,774
Mod. 16	0	0	0	574,000	0
Mod. 17	0	0	0	0	0
Mod. 18	0	0	0	500,000	0
Mod. 19	0	0	0	0	0
Mod. 20	1,452,017	92,334	1,544,351	710,000	21,774
Mod. 21	0	0	0	55,750	0
Mod. 22	0	0	0	549,000	0
	<u>\$5,419,674</u>	<u>\$344,674</u>	<u>\$5,764,348</u>	<u>\$4,852,096*</u>	<u>83,952</u>

Accounting & Appropriation Data

<u>PR</u>	<u>IO</u>	<u>Amount</u>	
AFB.1046	M2077	\$199,574	(Partial)
	M3122	\$210,426	
GGK8.1033	C698301	\$44,000	(Complete)
GGK8.1044	C698301	\$95,000	(Complete)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 21	3. EFFECTIVE DATE DEC 1 1991	4. REQUISITION/PURCHASE REQ. NO. DMB.4484	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669	(v)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORD NO. NAS1-19470
	X	10B. DATED (SEE ITEM 13) 11/1/91
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)
 PR: DMB.4484; H15028; \$30,000; R19517; \$25,750 (Complete)

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.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying off 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.)
 The purpose of this modification is to add \$55,750 in incremental funding pursuant to the Contract Funding clause. Accordingly, the contract is hereby revised as follows:
 Section H, H.1, Contract Funding, is hereby replaced by the following to reflect a funding increase of \$55,750 of which \$52,416 is added to cost and \$3,334 is added to fee:

(CONTINUED ON ATTACHED PAGE)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PANICE H. CLARK
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY <i>Panice H. Clark</i> (Signature of Contracting Officer)	16C. DATE SIGNED 12-19-91

"H.1 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$4,014,634 and covers the following period of performance: November 1, 1991 through October 31, 1995.

(b) An additional amount of \$288,462 is obligated under the contract for payment of fee."

All other contract provisions remain unchanged.

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	38,000	0
Mod. 8	1,298,100	82,560	1,380,660	262,000	19,950
Mod. 9	0	0	0	0	0
Mod. 10	0	0	0	524,000	0
Mod. 11	0	0	0	0	0
Mod. 12	0	0	0	0	0
Mod. 13	0	0	0	524,000	0
Mod. 14	12,508	795	13,303	18,000	504
Mod. 15	1,399,149	88,985	1,488,134	0	21,774
Mod. 16	0	0	0	574,000	0
Mod. 17	0	0	0	0	0
Mod. 18	0	0	0	500,000	0
Mod. 19	0	0	0	0	0
Mod. 20	1,452,017	92,334	1,544,351	710,000	21,774
Mod. 21	0	0	0	55,750	0
	<u>\$5,419,674</u>	<u>\$344,674</u>	<u>\$5,764,348</u>	<u>\$4,303,096*</u>	<u>83,952</u>

*Includes \$4,014,634 for cost and \$288,462 for fee.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: _____ PAGE OF PAGES: 1 | 3
 2. AMENDMENT/MODIFICATION NO.: 20
 3. EFFECTIVE DATE: NOV 01 1994
 4. REQUISITION/PURCHASE REQ. NO.: See Block 12.
 5. PROJECT NO. (If applicable): _____

6. ISSUED BY: National Aeronautics and Space Administration
 Langley Research Center
 Hampton, VA 23681-0001
 CODE: _____
 7. ADMINISTERED BY (If other than item 6): _____
 CODE: _____

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code):
 The Bionetics Corporation
 Tenth Floor, Suite 1000
 Harbour Centre Building
 2 Eaton Street
 Hampton, VA 23669
 CODE: _____ FACILITY CODE: _____
 9A. AMENDMENT OF SOLICITATION NO.: _____
 9B. DATED (SEE ITEM 11): _____
 10A. MODIFICATION OF CONTRACT/ORDER NO.: NAS1-19470
 X 10B. DATED (SEE ITEM 13): 11/1/91

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):
 PR: AFA.1038; JO M2067; RTR 992-10-06-02; \$710,000 (Complete)

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

VI 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 Option to Extend the Term of the Contract (FAR 52.217-9) (MAR 1989)
 D. OTHER (Specify type of modification and authority): _____

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible):
 The purpose of this modification is to exercise the third 12-month option period pursuant to Section H, H.5, Options and incrementally fund the contract by \$710,000. Accordingly, the contract is modified as follows:

A. Section B, B.2, Level of Effort, Paragraph A, contained therein is hereby replaced by the following to include 21,774 hours added for the third option period.

"A. In performing effort under this contract, the Contractor is obligated to provide up to 83,952 direct labor hours, exclusive of subcontracting and consultants, as defined in Paragraph C below."

FILE COPY

(CONTINUED ON ATTACHED PAGES)

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.

13A. NAME AND TITLE OF SIGNER (Type or print): C. Ron Jones, Director, Environmental Sciences
 13B. CONTRACTOR OFFICER: _____
 13C. DATE SIGNED: 10/29/94
 13D. UNITED STATES OF AMERICA
 13E. DATE SIGNED: 11-1-94
 13F. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): MARY JANE YEAGER
 13G. CONTRACTING OFFICER: _____

B. Section B, B.3, Estimated Cost and Fixed Fee, is hereby replaced by the following to include the cost and fee associated with adding the third option period. The Other Direct Cost Limitation is increased by \$849,000. The total increase in cost is \$1,452,017 and the total increase in fixed fee is \$92,334.

"B.3 ESTIMATED COST AND FIXED FEE

A. The estimated cost of the contract is \$5,419,674, exclusive of the fixed fee of \$344,674. The total of the estimated cost and award fee is \$5,764,348.

B. Other Direct Cost Limitation

The estimated cost set forth above includes \$3,196,200 for other direct costs."

C. Section F, F.2, Period of Performance, is hereby replaced by the following:

"F.2 PERIOD OF PERFORMANCE (NASA 18-52.212-74) (DEC 1988)

The period of performance shall be 48 months from the effective date on this contract."

D. Exhibit G, Subcontracting Plan, the contract subcontracting goals shall be increased by \$68,404 for small business and \$4,275 for small disadvantaged business.

E. Section H, H.12, Wage Determinations and Fringe Benefits, is revised to reflect the following changes:

<u>Number</u>	<u>Revision</u>	<u>Date</u>
94-2544	1	8/8/94"

The above wage determinations are attached to this modification.

F. Section H, H.1, Contract Funding, is hereby replaced by the following to reflect a funding increase of \$710,000 of which \$664,844 is added to cost and \$45,156 is added to fee:

"H.1 CONTRACT FUNDING (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$3,962,218 and covers the following period of performance: November 1, 1991 through October 31, 1995.

(b) An additional amount of \$285,128 is obligated under the contract for payment of fee."

All other contract provisions remain unchanged.

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	38,000	0
Mod. 8	1,298,100	82,560	1,380,660	262,000	19,950
Mod. 9	0	-- 0	0	0	0
Mod. 10	0	0	0	524,000	0
Mod. 11	0	0	0	0	0
Mod. 12	0	0	0	0	0
Mod. 13	0	0	0	524,000	0
Mod. 14	12,508	795	13,303	18,000	504
Mod. 15	1,399,149	88,985	1,488,134	0	21,774
Mod. 16	0	0	0	574,000	0
Mod. 17	0	0	0	0	0
Mod. 18	0	0	0	500,000	0
Mod. 19	0	0	0	0	0
Mod. 20	<u>1,452,017</u>	<u>92,334</u>	<u>1,544,351</u>	<u>710,000</u>	<u>21,774</u>
	\$5,419,674	\$344,674	\$5,764,348	\$4,247,346*	83,952

*Includes \$3,962,218 for cost and \$285,128 for fee.

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By ~~the~~ ~~Secretary~~ ~~of Labor~~

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Alan L. Moss *Alan L. Moss*
Director *Alan L. Moss* Division of
Wage Determinations

Wage Determination No.: 94-2544
Revision No.: 1
Date of Last Revision: 08/08/1994

State(s): North Carolina, Virginia

Area: NORTH CAROLINA COUNTIES OF CAMDEN, CHOWAN, CURRITUCK, GATES,
PASQUOTANK, PERQUIMANS.
VIRGINIA COUNTIES OF CHESAPEAKE, GLOUCESTER, HAMPTON, ISLE OF WIGHT,
JAMES CITY, MATHEWS, NEWPORT NEWS, NORFOLK, POQUOSON, PORTSMOUTH,
SOUTHAMPTON, SUFFOLK, SURRY, VIRGINIA BEACH, WILLIAMSBURG, YORK.

** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
ADMINISTRATIVE SUPPORT AND CLERICAL:	
01011 Accounting Clerk I	\$ 6.75
01012 Accounting Clerk II	\$ 8.52
01013 Accounting Clerk III	\$ 9.95
01014 Accounting Clerk IV	\$ 10.75
01030 Court Reporter	\$ 9.81
01050 Dispatcher, Motor Vehicle	\$ 8.03
01060 Document Preparation Clerk	\$ 8.08
01090 Duplicating Machine Operator	\$ 8.08
01110 Film/Tape Librarian	\$ 8.46
01115 General Clerk I	\$ 6.02
01116 General Clerk II	\$ 7.42
01117 General Clerk III	\$ 8.54
01118 General Clerk IV	\$ 9.58
01120 Housing Referral Assistant	\$ 10.42
01131 Key Entry Operator I	\$ 7.32
01132 Key Entry Operator II	\$ 9.24
01191 Order Clerk I	\$ 7.32
01192 Order Clerk II	\$ 9.59
01220 Order Filler	\$ 8.46
01261 Personnel Assistant (Employment) I	\$ 8.65
01262 Personnel Assistant (Employment) II	\$ 10.03
01263 Personnel Assistant (Employment) III	\$ 10.75
01264 Personnel Assistant (Employment) IV	\$ 12.06
01270 Production Control Clerk	\$ 10.42
01290 Rental Clerk	\$ 8.46
01300 Scheduler, Maintenance	\$ 8.46
01311 Secretary I	\$ 8.46
01312 Secretary II	\$ 9.31
01313 Secretary III	\$ 10.42
01314 Secretary IV	\$ 11.41
01315 Secretary V	\$ 11.96
01320 Service Order Dispatcher	\$ 3.46
01341 Stenographer I	\$ 8.78

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01342	Stenographer II	\$ 9.86
01400	Supply Technician	\$ 10.00
01420	Survey Worker(Interviewer)	\$ 9.81
01460	Switchboard Operator- Receptionist	\$ 8.08
01531	Travel Clerk I	\$ 6.31
01532	Travel Clerk II	\$ 6.69
01533	Travel Clerk III	\$ 7.06
01551	Typist I	\$ 7.42
01552	Typist II	\$ 8.92
01611	Word Processor I	\$ 8.73
01612	Word Processor II	\$ 9.80
01613	Word Processor III	\$ 10.97

AUTOMATIC DATA PROCESSING:

03010	Computer Data Librarian	\$ 8.26
03041	Computer Operator I	\$ 8.26
03042	Computer Operator II	\$ 9.58
03043	Computer Operator III	\$ 11.83
03044	Computer Operator IV	\$ 13.70
03045	Computer Operator V	\$ 14.56
03071	Computer Programmer I 1/	\$ 11.02
03072	Computer Programmer II 1/	\$ 13.62
03073	Computer Programmer III 1/	\$ 16.20
03074	Computer Programmer IV 1/	\$ 19.39
03101	Computer Systems Analyst I 1/	\$ 17.62
03102	Computer Systems Analyst II 1/	\$ 20.28
03103	Computer Systems Analyst III 1/	\$ 23.23
03160	Peripheral Equipment Operator	\$ 8.26

AUTOMOTIVE SERVICE:

05005	Automobile Body Repairer, Fiberglass	\$ 14.05
05010	Automotive Glass Installer	\$ 12.82
05040	Automotive Worker	\$ 12.82
05070	Electrician, Automotive	\$ 13.42
05100	Mobile Equipment Servicer	\$ 11.59
05130	Motor Equipment Metal Mechanic	\$ 14.05
05160	Motor Equipment Metal Worker	\$ 12.82
05190	Motor Vehicle Mechanic	\$ 14.05
05220	Motor Vehicle Mechanic Helper	\$ 10.95
05250	Motor Vehicle Upholstery Worker	\$ 12.82
05280	Motor Vehicle Wrecker	\$ 12.82
05310	Painter, Automotive	\$ 13.42
05340	Radiator Repair Specialist	\$ 12.82
05370	Tire Repairer	\$ 11.59
05400	Transmission Repair Specialist	\$ 14.05

FOOD PREPARATION AND SERVICE:

07010	Baker	\$ 8.58
07041	Cook I	\$ 7.35
07042	Cook II	\$ 8.58
07070	Dishwasher	\$ 6.05
07100	Food Service Worker	\$ 6.05
07110	Meat Cutter	\$ 8.58
07250	Waiter/Waitress	\$ 6.58

FURNITURE MAINTENANCE AND REPAIR:

09010 Electrostatic Spray Painter	\$ 13.42
09040 Furniture Handler	\$ 10.95
09070 Furniture Refinisher	\$ 13.42
09100 Furniture Refinisher Helper	\$ 10.95
09110 Furniture Repairer, Minor	\$ 12.19
09130 Upholsterer	\$ 13.42

GENERAL SERVICES AND SUPPORT:

11030 Cleaner, Vehicles	\$ 6.05
11060 Elevator Operator	\$ 6.05
11090 Gardener	\$ 7.75
11121 Housekeeping Aide I	\$ 5.93
11122 Housekeeping Aide II	\$ 6.49
11150 Janitor	\$ 6.05
11180 Laborer	\$ 9.68
11210 Laborer, Grounds Maintenance	\$ 6.58
11240 Maid or Houseman	\$ 5.52
11270 Pest Controller	\$ 8.25
11300 Refuse Collector	\$ 6.05
11360 Window Cleaner	\$ 6.58

HEALTH:

12010 Ambulance Driver	\$ 8.75
12040 Emergency Medical Technician	\$ 9.13
12070 Licensed Practical Nurse	\$ 8.22
12100 Medical Assistant	\$ 7.88
12130 Medical Laboratory Technician	\$ 7.88
12160 Medical Record Clerk	\$ 7.88
12190 Medical Record Technician	\$ 10.92
12220 Nursing Assistant	\$ 7.02
12250 Pharmacy Technician	\$ 9.83
12280 Phlebotomist	\$ 7.88
12311 Registered Nurse I	\$ 10.92
12312 Registered Nurse II	\$ 13.36
12313 Registered Nurse II, Specialist	\$ 13.36
12314 Registered Nurse III	\$ 16.16
12315 Registered Nurse III, Anesthetist	\$ 16.16
12316 Registered Nurse IV	\$ 19.37

INFORMATION AND ARTS:

13002 Audiovisual Librarian	\$ 14.56
13011 Exhibits Specialist I	\$ 13.06
13012 Exhibits Specialist II	\$ 15.37
13013 Exhibits Specialist III	\$ 17.63
13041 Illustrator I	\$ 13.06
13042 Illustrator II	\$ 15.37
13043 Illustrator III	\$ 17.63
13050 Library Technician	\$ 11.02
13071 Photographer I	\$ 10.40
13072 Photographer II	\$ 13.06
13073 Photographer III	\$ 15.37
13074 Photographer IV	\$ 17.63
13075 Photographer V	\$ 21.32

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LAUNDRY, DRY CLEANING, PRESSING:

15010 Assembler	\$ 5.18
15030 Counter Attendant	\$ 5.18
15040 Dry Cleaner	\$ 6.30
15070 Finisher, Flatwork, Machine	\$ 5.18
15090 Presser, Hand	\$ 5.18
15100 Presser, Machine, Dry Cleaning	\$ 5.18
15130 Presser, Machine, Shirts	\$ 5.18
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 6.71
15190 Sewing Machine Operator	\$ 7.11
15220 Tailor	\$ 5.57
15250 Washer, Machine	

MACHINE TOOL OPERATION AND REPAIR:

19010 Machine-tool Operator (Toolroom)	\$ 14.05
19040 Tool and Die Maker	\$ 15.57

MATERIALS HANDLING AND PACKING:

21010 Fuel Distribution System Operator	\$ 12.82
21020 Material Coordinator	\$ 12.19
21030 Material Expediter	\$ 12.19
21040 Material Handling Laborer	\$ 7.44
21071 Forklift Operator	\$ 9.05
21100 Shipping/Receiving Clerk	\$ 8.35
21130 Shipping Packer	\$ 8.85
21150 Stock Clerk	\$ 8.35
21210 Tools and Parts Attendant	\$ 10.95
21400 Warehouse Specialist	\$ 10.54

MECHANICS AND MAINTENANCE AND REPAIR:

23010 Aircraft Mechanic	\$ 14.05
23040 Aircraft Mechanic Helper	\$ 10.95
23060 Aircraft Servicer	\$ 12.19
23070 Aircraft Worker	\$ 12.82
23100 Appliance Mechanic	\$ 13.42
23120 Bicycle Repairer	\$ 11.59
23125 Cable Splicer	\$ 14.05
23130 Carpenter, Maintenance	\$ 13.42
23140 Carpet Layer	\$ 13.42
23160 Electrician, Maintenance	\$ 15.57
23181 Electronics Technician, Maintenance I	\$ 13.99
23182 Electronics Technician, Maintenance II	\$ 14.31
23183 Electronics Technician, Maintenance III	\$ 15.33
23260 Fabric Worker	\$ 12.19
23290 Fire Alarm System Mechanic	\$ 14.05
23310 Fire Extinguisher Repairer	\$ 14.39
23340 Fuel Distribution System Mechanic	\$ 14.05
23370 General Maintenance Worker	\$ 8.75
23400 Heating, Refrigeration and Air Conditioning Mechanic	\$ 14.05

WAGE DETERMINATION NO.: 94-2544 (Rev. 1) ISSUE DATE: 08/08/1994 Page 5 of 9

23430 Heavy Equipment Mechanic	\$ 14.05
23460 Instrument Mechanic	\$ 14.05
23500 Locksmith	\$ 13.42
23530 Machinery Maintenance Mechanic	\$ 14.05
23550 Machinist, Maintenance	\$ 14.05
23580 Maintenance Trades Helper	\$ 10.95
23640 Millwright	\$ 14.05
23700 Office Appliance Repairer	\$ 13.42
23740 Painter, Aircraft	\$ 13.42
23760 Painter, Maintenance	\$ 13.42
23790 Pipefitter, Maintenance	\$ 14.05
23800 Plumber, Maintenance	\$ 13.42
23820 Pneudraulic Systems Mechanic	\$ 14.05
23850 Rigger	\$ 14.05
23870 Scale Mechanic	\$ 12.82
23890 Sheet-metal Worker, Maintenance	\$ 14.05
23910 Small Engine Mechanic	\$ 12.82
23930 Telecommunications Mechanic I	\$ 14.05
23940 Telecommunications Mechanic II	\$ 15.22
23950 Telephone Lineman	\$ 14.05
23960 Welder, Combination, Maintenance	\$ 14.05
23965 Well Driller	\$ 14.05
23970 Woodcraft Worker	\$ 14.05
23980 Woodworker	\$ 12.22

PERSONAL NEEDS:

24570 Child Care Attendant	\$ 6.01
24600 Chore Aide	\$ 4.91
24630 Homemaker	\$ 8.33

PLANT AND SYSTEM OPERATION:

25010 Boiler Tender	\$ 14.05
25040 Sewage Plant Operator	\$ 13.42
25070 Stationary Engineer	\$ 14.05
25190 Ventilation Equipment Tender	\$ 10.95
25210 Water Treatment Plant Operator	\$ 13.42

PROTECTIVE SERVICE:

27004 Alarm Monitor	\$ 7.21
27010 Court Security Officer	\$ 9.68
27040 Detention Officer	\$ 9.68
27070 Firefighter	\$ 10.50
27101 Guard I	\$ 6.03
27102 Guard II	\$ 7.21
27130 Police Officer	\$ 12.28

TECHNICAL:

29010 Air Traffic Control 2/ Specialist, Center	\$ 21.57
29011 Air Traffic Control 2/ Specialist, Station	\$ 24.94
29012 Air Traffic Control 2/ Specialist, Terminal	\$ 25.46
29020 Archeological Technician	\$ 15.37
29030 Cartographic Technician	\$ 15.37
29040 Civil Engineering Technician	\$ 15.37

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29061 Drafter I	\$ 9.24
29062 Drafter II	\$ 10.40
29063 Drafter III	\$ 13.06
29064 Drafter IV	\$ 15.87
29070 Embalmer	\$ 17.63
29081 Engineering Technician I	\$ 10.36
29082 Engineering Technician II	\$ 11.63
29083 Engineering Technician III	\$ 13.02
29084 Engineering Technician IV	\$ 16.12
29085 Engineering Technician V	\$ 19.72
29086 Engineering Technician VI	\$ 23.86
29090 Environmental Technician	\$ 15.87
29210 Laboratory Technician	\$ 11.83
29240 Mathematical Technician	\$ 15.87
29330 Mortician	\$ 17.63
29390 Photooptics Technician	\$ 15.87
29480 Technical Writer	\$ 19.39
29620 Weather Observer, Senior 3/	\$ 12.80
29621 Weather Observer, Combined 3/ Upper Air and Surface Programs	\$ 11.83
29622 Weather Observer, Upper Air 3/	\$ 11.83

TRANSPORTATION/MOBILE EQUIPMENT
OPERATION:

31030 Bus Driver	\$ 9.15
31100 Driver Messenger	\$ 8.70
31200 Heavy Equipment Operator	\$ 14.05
31290 Shuttle Bus Driver	\$ 8.75
31300 Taxi Driver	\$ 7.29
31361 Truckdriver, Light Truck	\$ 8.75
31362 Truckdriver, Medium Truck	\$ 9.15
31363 Truckdriver, Heavy Truck	\$ 9.65
36364 Truckdriver, Tractor-Trailer	\$ 10.15

MISCELLANEOUS:

99005 Aircraft Quality Control Inspector	\$ 15.22
99020 Animal Caretaker	\$ 7.00
99030 Cashier	\$ 5.93
99040 Child Care Center Clerk	\$ 7.50
99050 Desk Clerk	\$ 7.00
99250 Instructor	\$ 17.63
99300 Lifeguard	\$ 5.36
99350 Park Attendant (Aide)	\$ 6.73
99400 Photofinishing Worker	\$ 6.01
99500 Recreation Specialist	\$ 13.04
99510 Recycling Worker	\$ 7.41
99610 Salas Clerk	\$ 5.36
99630 Sports Official	\$ 5.36
99653 Survey Party Chief	\$ 7.35
99659 Surveying Technician	\$ 7.50
99660 Surveying Aide	\$ 4.91
99690 Swimming Pool Operator	\$ 8.68
99720 Vending Machine Attendant	\$ 7.41
99730 Vending Machine Repairer	\$ 3.68
99740 Vending Machine Repairer Helper	\$ 7.41

**** Fringe Benefits Required For All Occupations Included In
This Wage Determination ****

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract. May include such benefits as severance pay.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

- 1/ Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)
- 2/ **NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3/ **NIGHT PAY & SUNDAY PAY:** If you work at night as a part of a regular tour of duty, you will earn a NIGHT DIFFERENTIAL and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to

reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by First Supplement December 1993, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMFNDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. 19
3. EFFECTIVE DATE OCT 2 1994
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE
National Aeronautics and Space Administration
Langley Research Center
Hampton, VA 23681-0001
7. ADMINISTERED BY (If other than item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
The Bionetics Corporation
Tenth Floor, Suite 1000
Harbour Centre Building
2 Eaton Street
Hampton, VA 23669
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS1-19470
10B. DATED (SEE ITEM 13)
11/1/91

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
 The above number 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 ACKNOWLEDGEMENT 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 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

(✓) 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)

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 purpose of this modification is to change Article H-1., Contract Funding paragraph (a) to revise the funded through period to October 31, 1994. Accordingly, the contract is hereby revised as follows:

FILE COPY

(Continued on Attached Pages)

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)
PANICE H. CLARK
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED
16B. UNITED STATES OF AMERICA
BY Janece H. Clark
Signature of Contracting Officer
16C. DATE SIGNED
10-21-94

I. Article H-1., Contract Funding, paragraph (a), is hereby replaced by the following:

"H.1 Contract Funding (NASA 18-52.232-81) (JUN 1990)

(a) For purpose of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$3,297,374, and covers the following period of performance: November 1, 1991 through October 31, 1994.

All other contract provisions remain unchanged.

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	38,000	0
Mod. 8	1,298,100	82,560	1,380,660	262,000	19,950
Mod. 9	0	0	0	0	0
Mod. 10	0	0	0	524,000	0
Mod. 11	0	0	0	0	0
Mod. 12	0	0	0	0	0
Mod. 13	0	0	0	524,000	0
Mod. 14	12,508	795	13,303	18,000	504
Mod. 15	1,399,149	88,985	1,488,134	0	21,774
Mod. 16	0	0	0	574,000	0
Mod. 17	0	0	0	0	0
Mod. 18	0	0	0	500,000	0
Mod. 19	0	0	0	0	0
	<u>\$3,967,657</u>	<u>\$252,340</u>	<u>\$4,219,997</u>	<u>\$3,537,346</u>	<u>62,178</u>

2. AMENDMENT/MODIFICATION NO. 18	3. EFFECTIVE DATE JUN 16 1994	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(If applicable)</i>
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6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	CODE	7. ADMINISTERED BY <i>(If other than Item 6)</i>	CODE
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8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i> The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED <i>(SEE ITEM 11)</i>
	✓	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470
		10B. DATED <i>(SEE ITEM 13)</i> 11/1/91

CODE _____ FACILITY CODE _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above number 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 ACKNOWLEDGEMENT 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 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

(✓) 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)*

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 purpose of this modification is to add \$500,000 in incremental funding pursuant to the Section I clause entitled "Limitation of Funds" and to change Article H-1., Contract Funding. Accordingly, the contract is hereby revised as follows:

 (Continued on Attached Pages)

FILE 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 <i>(Type or Print)</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or Print)</i> Mary Jane Yeager
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 6/16/94

I. Article H-1., Contract Funding, is hereby replaced by the following to reflect a funding increase of \$500,000 of which \$465,000 is added to cost and \$35,000 is added to fee:

"H.1 Contract Funding (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$3,297,374, and covers the following period of performance: November 1, 1991 through October 15, 1994.

(b) An additional amount of \$239,972 is obligated under this contract for payment of fee."

All other contract provisions remain unchanged.

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	0	0
Mod. 8	1,298,100	82,560	1,380,660	38,000	0
Mod. 9	0	0	0	262,000	19,950
Mod. 10	0	0	0	0	0
Mod. 11	0	0	0	524,000	0
Mod. 12	0	0	0	0	0
Mod. 13	0	0	0	0	0
Mod. 14	12,508	795	13,303	524,000	0
Mod. 15	1,399,149	88,985	1,488,134	18,000	504
Mod. 16	0	0	0	0	21,774
Mod. 17	0	0	0	574,000	0
Mod. 18	0	0	0	0	0
	<u>\$3,967,657</u>	<u>\$252,340</u>	<u>\$4,219,997</u>	<u>\$3,537,346*</u>	<u>62,178</u>

*Includes \$3,297,374 for cost and \$239,972 for fee.

Accounting and Appropriation Data:

<u>PR</u>	<u>RTR</u>	<u>JC</u>	<u>AMOUNT</u>	<u>STATUS</u>
5100.3584	992-10-06-02	M2067	\$500,000	Partial

AMENDMENT OF SOLICITATI

MODIFICATION OF CONTRACT

CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO. 17	3. EFFECTIVE DATE DEC 20 1993	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		7. ADMINISTERED BY (If other than item 6) 	

3. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669	(<input checked="" type="checkbox"/>)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	(<input checked="" type="checkbox"/>)	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470
		10B. DATED (SEE ITEM 13) 11/1/91

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above number 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 ACKNOWLEDGEMENT 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, appropriate 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:
Mutual Agreement

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)
The purpose of this modification is to provide additional instructions to Exhibit B, Contract Documentation Requirements, Paragraph G, Subcontracting Reports. Accordingly, the subject contract is modified as follows:

(Continued on Attached Page)

FILE 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) William D. Christensen, Ph.D. V.P., Science & Technology Group	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) Mary Jane Yeager
15B. CONTRACTOR/OFFICER 	16B. UNITED STATES OF AMERICA BY
15C. DATE SIGNED 12/09/93	16C. DATE SIGNED 12-20-93

G. Subcontracting Reports - The Contractor shall submit the following reports:

1. Subcontracting Report for Individual Contracts, Standard Form 294--In addition to the instructions on the form, the Contractor is required to include the following information in Block 18 of the SF 294:

Subcontract awards to small Women Owned (WO) business this reporting period: \$

Subcontract awards to Historically Black Colleges and Universities (HBCU) and/or Minority Educational Institutions (MEI) this reporting period: \$

The total subcontract dollars to WO businesses, HBCU's and MEI's shall be included in the figures in Blocks 15a and 16 of the SF 294. In addition to the above requirements, the Contractor is required to submit, on a monthly basis in letter format, the data required in Blocks 15a, 15b, 15c, 16, and 18 of the SF 294. This data is required by the 10th day following the month being reported.

2. Summary Subcontract Report, Standard Form 295--Submit in accordance with the instructions on the form.

In addition to the instructions on the reverse of the SF 295, the Contractor is required to comply with Clause 18-52.219-75, Small and Small Disadvantaged Subcontracting Reporting.

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	0	0
Mod. 8	1,298,100	82,560	1,380,660	38,000	0
Mod. 9	0	0	0	262,000	19,950
Mod. 10	0	0	0	0	0
Mod. 11	0	0	0	524,000	0
Mod. 12	0	0	0	0	0
Mod. 13	0	0	0	0	0
Mod. 14	12,508	795	13,303	524,000	0
Mod. 15	1,399,149	88,985	1,488,134	18,000	504
Mod. 16	0	0	0	0	21,774
Mod. 17	0	0	0	574,000	0
	<u>\$3,967,657</u>	<u>\$252,340</u>	<u>\$4,219,997</u>	<u>\$3,037,346*</u>	<u>62,178</u>

*Includes \$2,309,321 for cost and \$154,025 for fee.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

CONTRACT ID CODE

PAGE

PAGES

1. AMENDMENT/MODIFICATION NO. 16	3. EFFECTIVE DATE NOV 9 1993	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (if applicable)
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6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	7. ADMINISTERED BY (if other than item 6)
--	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470 10B. DATED (SEE ITEM 13) 11/1/91
---	--	--

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 ACKNOWLEDGEMENT 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 2

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)

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 JCF Section Hearings, including solicitation contract and cost matter where feasible.
The purpose of this modification is to add \$574,000 in incremental funding pursuant to the Section I clause entitled "Limitation of Funds" and to change Article H-1., Contract Funding. Accordingly, the contract is hereby revised as follows:

(Continued on Attached Page(s))

ALL 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) Mary Jane Yeager	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) Mary Jane Yeager	15C. DATE SIGNED 11-9-93
---	-------------------------	------------------	--	-----------------------------

I. Article H-1., Contract Funding, is hereby replaced by the following to reflect a funding increase of \$574,000 of which \$523,053 is added to cost and \$50,947 is added to fee:

"H.1 Contract Funding (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$2,832,374, and covers the following period of performance: November 1, 1991 through June 15, 1994.

(b) An additional amount of \$204,972 is obligated under this contract for payment of fee."

All other contract provisions remain unchanged.

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	0	0
Mod. 8	1,298,100	82,560	1,380,660	38,000	0
Mod. 9	0	0	0	262,000	19,950
Mod. 10	0	0	0	0	0
Mod. 11	0	0	0	524,000	0
Mod. 12	0	0	0	0	0
Mod. 13	0	0	0	0	0
Mod. 14	12,508	795	13,303	524,000	0
Mod. 15	1,399,149	88,985	1,488,134	18,000	504
Mod. 16	0	0	0	0	21,774
	<u>\$3,967,657</u>	<u>\$252,340</u>	<u>\$4,219,997</u>	<u>\$3,037,346*</u>	<u>62,178</u>

*Includes \$2,832,374 for cost and \$204,972 for fee.

Accounting and Appropriation Data:

<u>PR</u>	<u>RTR</u>	<u>JO</u>	<u>Amount</u>	<u>Status</u>
5100.3584	992-10-06-02	M2067	\$524,000	(Partial)
2520.3806	505-63-50-01	R14315	50,000	(Complete)
		Total	\$574,000	

2. AMENDMENT/MODIFICATION NO. 15	3. EFFECTIVE DATE 11/01/93	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
--	--------------------------------------	---	--------------------------------

6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	7. ADMINISTERED BY (If other than item 6) EXHIBIT BY BOTH PARTIES
---	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470
		10B. DATED (SEE ITEM 13) 11/1/91

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above number 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 ACKNOWLEDGEMENT 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 48.103(b).

(✓) C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Option to Extend Term of the Contract (FAR 52.217-9) (MAR 1989)

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 JCF section headings, including solicitation/contract subject matter where feasible:

The purposes of this modification are to exercise the second 12-month option period pursuant to contract article H.5., Options, and to correct an error in Modification 14. Accordingly, the contract is modified as follows:

(Continued on Attached Pages)

FILE COPY

15A. NAME AND TITLE OF SIGNER (Type or Print) CHARLES R. JONES, DIR/ENVSWS	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) Mary Jane Yeager
15B. CONTRACTOR/OFFICER 	15C. DATE SIGNED 10/26/93
15D. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 10-27-93

1. Article B-2. Level-of-Effort, paragraph A. contained therein is hereby replaced by the following to include 21,774 hours added for the second option period.

"A. In performing effort under this contract, the Contractor is obligated to provide up to 62,178 direct labor hours, exclusive of subcontracting and consultants, as defined in paragraph c. below."

2. Article B-3. Estimated Cost and Fixed Fee is hereby replaced by the following to include the cost and fee associated with adding the second option period. The Other Direct Cost Limitation is increased by \$816,000. The total increase in cost is \$1,399,149 and the total increase in fixed fee is \$88,985.

"Article B-3 Estimated Cost and Fixed Fee

A. The estimated cost of the contract is \$3,967,657, exclusive of the fixed fee of \$252,340. The total of the estimated cost and award fee is \$4,219,997.

B. Other Direct Cost Limitation

The estimated cost set forth above includes \$2,347,200 for other direct costs."

3. Article F-2. Period of Performance is hereby replaced by the following:

"Article F-2. Period of Performance (NASA 18-52-212-74)
(DEC 1988)

The period of performance shall be 36 months from the effective date on this contract."

4. Exhibit G, Subcontracting Plan. The contract subcontracting goals shall be increased by \$65,731 for small business and \$4,108 for small disadvantaged business.

5. Article H-12., Wage Determinations and Fringe Benefits, is revised to reflect the following changes:

<u>Number</u>	<u>Revision</u>	<u>Date</u>
87-0211	12	8-9-92
87-0215	13	1-28-93
87-0209	11	8-9-92"

The above wage determinations are attached to this modification.

6. Contract Modification 14, page 5, Contract Tabulation, under column "CPFF", correct the Modification 14 figure \$13,218 and the cumulative figure \$2,731,778 to read \$13,303 and \$2,731,863 respectively.

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	38,000	0
Mod. 8	1,298,100	82,560	1,380,660	262,000	19,950
Mod. 9	0	0	0	0	0
Mod. 10	0	0	0	524,000	0
Mod. 11	0	0	0	0	0
Mod. 12	0	0	0	0	0
Mod. 13	0	0	0	524,000	0
Mod. 14	12,508	795	13,303	18,000	504
Mod. 15	<u>1,399,149</u>	<u>88,985</u>	<u>1,488,134</u>	<u>0</u>	<u>21,774</u>
	\$3,967,657	\$252,340	\$4,219,997	\$2,463,346*	62,178

*Includes \$2,309,321 for cost and \$154,025 for fee.

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

Alan J. Gross
 Director
 Division of
 Wage Determinations

Class of Service Employees

LOCALITY	State: North Carolina, Virginia		
	Area: 6/		
	Wage Determination No.: 87-0211 (Rev. 12) Date: 08/09/1992		
	Fringe Benefit Payments		
Minimum Hourly Wage	Health & Welfare	Vacation	Holiday
			Other

Automatic Data Processing Occupations, Information and Arts Occupations, Library and Archive Occupations, and Technical Occupations:

1. Computer Data Librarian	\$ 7.58
2. Computer Operator I	\$ 7.68
3. Computer Operator II	\$ 8.91
4. Computer Operator III	\$ 11.00
5. Computer Operator IV	\$ 12.74
6. Computer Programmer I 1/	\$ 10.72
7. Computer Programmer II 1/	\$ 13.25
8. Computer Programmer III 1/	\$ 15.76
9. Computer Programmer IV 1/	\$ 18.86
10. Computer Systems Analyst I 1/	\$ 14.45
11. Computer Systems Analyst II 1/	\$ 17.14
12. Computer Systems Analyst III 1/	\$ 19.73
13. Computer Systems Analyst IV 1/	\$ 22.60
14. Key Entry Operator I	\$ 6.88
15. Key Entry Operator II	\$ 8.40
16. Peripheral Equipment Operator	\$ 7.44
17. Exhibits Specialist I	\$ 10.12
18. Exhibits Specialist II	\$ 12.70
19. Exhibits Specialist III	\$ 15.44
20. Illustrator I	\$ 10.12

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 by direction of the Secretary of Labor



Alan B. Hoss
 Director
 Division of
 Wage Determinations

LOCALITY	State: North Carolina, Virginia		
	Area: 6/		
Wage Determination No.: 87-0211 (Rev. 12) Date: 08/09/1992			
Minimum Hourly Wage	Fringe Benefit Payments		Other
	Health & Welfare	Vacation	

Class of Service Employees

21. Illustrator 11	\$ 12.70
22. Illustrator 111	\$ 15.44
23. Photographer 1	\$ 10.12
24. Photographer 11	\$ 12.70
25. Photographer 111	\$ 15.44
26. Audiovisual Librarian	\$ 10.12
27. Librarian	\$ 8.99
28. Library Technician	\$ 10.12
29. Technical Information Specialist 1	\$ 12.70
30. Technical Information Specialist 11	\$ 15.44
31. Technical Information Specialist 111	\$ 8.99
32. Laboratory Tester	\$ 12.70
33. Technical Writer	\$ 7.56
34. Drafter 1	\$ 8.99
35. Drafter 11	\$ 10.12
36. Drafter 111	\$ 12.70
37. Drafter IV	\$ 15.44
38. Drafter V	\$ 9.64
39. Technician 1 2/	\$ 13.70
40. Technician 11 2/	\$ 14.96
41. Technician 111 2/	

U. S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

Alan L. Hoss
 Alan L. Hoss
 Director
 Division of
 Wage Determinations

Class of Service Employees

- 42. Audio Technician/Sound Cutter \$ 12.70
- 43. Video Tape/Film Editor \$ 12.70
- 44. Laboratory Technician \$ 8.48
- 45. Camera Operator \$ 6.56
- 46. Document Preparation Clerk \$ 5.73
- 47. Instructor \$ 13.02

Fringe benefits applicable to all classes of service employees
 3/ 4/ 5/
 engaged in contract performance:

1/ Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/ The technician classification includes all of the following: Electronics, Electromechanical, Environmental, Instrumentation, Mathematical, Mechanical, and Photo-Optics

3/ HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans: Employer contributions costing an average of \$2.23 per hour computed on the basis of all hours worked by service employees employed on the contract.

\$2.39 Ref Doc Memo 172 DATED 8-18-93

LOCALITY

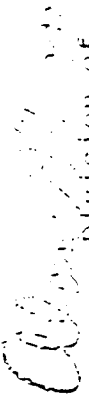
State: North Carolina, Virginia
 Area: 6/

Wage Determination No.: 87-0211 (Rev. 12) Date: 08/09/1992

Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 by direction of the Secretary of Labor



Alan L. Hoss
 Director
 Division of
 Wage Determinations

State: North Carolina, Virginia
 Area: 6/

LOCALITY

Wage Determination No.: 87-0211 (Rev. 12) Date: 08/09/1992

Minimum Hourly Wage	Fringe Benefit Payments			
	Health & Welfare	Vacation	Holiday	Other

Class of Service Employees

4/ VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

5/ HOLIDAYS: 10 paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the name holidays another day off with pay in accordance with a plan communicated to the employees involved.)

6/ NORTH CAROLINA:
 Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans

VIRGINIA:
 Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach, Williamsburg, York

NOTE: The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such unlisted classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agencies' recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6 (b)(2) of Regulations 29 CFR 4)

UNIFORM ALLOWANCE: If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.80 a week (or 76 cents a day); and effective April 1, 1991, the rate shall be \$4.25 per week (or \$85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

NOTE: The duties of employees under job titles listed are those described in the Service Contract Act Directory of Occupations, Second Edition, July 1986, unless otherwise indicated. See also 29 CFR Part 4 Section 4.152.

***** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS *****

AUDIO TECHNICIAN/SOUND CUTTER

Edits and synchronizes music, dialogue and sound effects of motion picture film and video tape into single sound-print for film or video-tape production; Loads combination sound-and-picture reproducing machine with picture and sound-track films and video tape. Starts machine, views action through aperture and listens to sound being reproduced, using earphones. Notes dupe sheet for sound effects to accompany or punctuate action. Determines that sound matches picture or dupe sheet indicates sound-effect insertion. Stops machine at such points and marks symbol on film with grease pencil or notches symbol on video tape, using electronic device. Rewinds prints onto reels by reversing action of machine. Sets reels on rewinder, turns handle until both sound and picture are unwound to points marked by symbol, and splices sound effect into sound print.

VIDEO TAPE/FILM EDITOR

Edits film, video tape and sound tracks; Evaluates and selects scenes in terms of value and continuity. Trims film segments to specified lengths and reassembles segments in sequence that presents maximum effect. Reviews assembled film on screen and makes corrections. Confers with supervisory personnel and others concerning scenes.

LABORATORY TECHNICIAN

Collects, processes, and analyzes blood urine, and other body fluids by established scientific laboratory techniques to aid in diagnosis, treatment, and prevention of diseases in the area of hematology, urinalysis, chemistry, blood bank, microbiology, serology, anatomic pathology, and general medical lab tests.

CAMERA OPERATOR

Responsible for filming all documents received either on a 16mm or 105mm planetary camera. They are also responsible for typing in microfiche titles. They are also responsible for developing their film and quality control.

DOCUMENT PREPARATION CLERK

DATE 08/09/1992

87-0211 (Rev. 12)

WAGE DETERMINATION

Primary duty is to prepare material for the camera operator. This entails the disassembly of documents, books, periodicals, etc. and organizing this material into a photographic mode.

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 BY ACTION of the Secretary of Labor

Alan L. Moss
 Alan L. Moss
 Director
 Division of
 Wage Determinations

LOCALITY	State: North Carolina, Virginia		
	Area: 4/		
Wage Determination No.: 87-0215 (Rev. 13) Date: 01/28/1993			
Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday
			Other

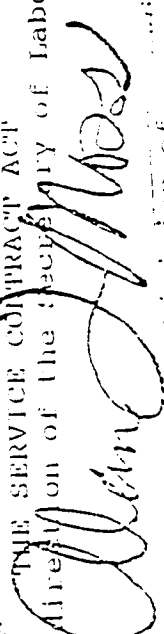
Class of Service Employees

Administrative Support and Clerical Occupations:

1. Accounting Clerk I	\$ 6.30
2. Accounting Clerk II	\$ 7.95
3. Accounting Clerk III	\$ 8.29
4. Accounting Clerk IV	\$ 10.04
5. Court Reporter	\$ 8.85
6. Dispatcher, Motor Vehicle	\$ 6.05
7. Driver Messenger	\$ 8.23
8. File Clerk I	\$ 5.64
9. File Clerk II	\$ 5.91
10. File Clerk III	\$ 7.20
11. Audiovisual Services Clerk (Film/Tape Librarian)	\$ 7.63
12. Inventory Clerk	\$ 5.64
13. Mail Clerk	\$ 6.23
14. Messenger	\$ 5.72
15. Order Clerk I	\$ 6.55
16. Order Clerk II	\$ 8.58
17. Payroll Clerk	\$ 7.34
18. Production Control Clerk	\$ 8.85
19. Receptionist	\$ 6.55
20. Scheduler, Maintenance	\$ 7.63
21. Secretary I	\$ 7.63

U. S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D. C. 20210

REGISTER OF WAGES DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 BY Direction of the Secretary of Labor



Alan L. Hoss
 Director
 Division of Wage Determinations

State: North Carolina, Virginia

Area: 4/

LOCALITY

Wage Determination No.: 87-0215 (Rev. 13) Date: 01/28/1993

Minimum Hourly Wage

Class of Service Employees

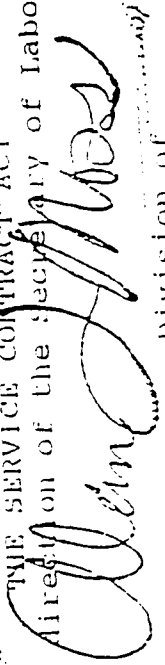
Fringe Benefit Payments

Class of Service Employees	Minimum Hourly Wage	Fringe Benefit Payments		
		Health & Welfare	Vacation	Holiday
22. Secretary II	\$ 8.85			
23. Secretary III	\$ 9.40			
24. Secretary IV	\$ 10.30			
25. Secretary V	\$ 10.79			
26. Service Order Dispatcher	\$ 7.63			
27. Stenographer I	\$ 7.92			
28. Stenographer II	\$ 8.90			
29. Supply Clerk	\$ 6.55			
30. Supply Technician	\$ 8.51			
31. Switchboard Operator	\$ 6.55			
32. Switchboard Operator-Receptionist	\$ 6.55			
33. Transcribing-Machine Typist	\$ 7.59			
34. Typist I	\$ 6.80			
35. Typist II	\$ 8.17			
36. Word Processor I	\$ 6.80			
37. Word Processor II	\$ 8.26			
38. Production Controller	\$ 13.16			
39. Production Control Supervisor	\$ 15.61			
40. Packaging Specialist	\$ 7.59			
41. Equipment Specialist	\$ 11.85			
42. Duplicating/Copying Machine operator	\$ 6.75			

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 THE SERVICE CONTRACT ACT

BY Direction of the Secretary of Labor



Alan L. Hoss
 Director
 Division of Wage Determinations

Class of Service Employees

State: North Carolina, Virginia

Area: 4/

LOCALITY

Wage Determination No.: 87-0215 (Rev. 13) Date: 01/28/1993

Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday

Fringe benefits applicable to all classes of service employees engaged in contract performance:

1/	2/	3/
----	----	----

1/ HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans: Employer contributions costing an average of \$2.23 per hour computed on the basis of all hours worked by service employees employed on the contract *2.34 REF O/L MEMO 172 DATED 8-18-93*

2/ VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same federal facility. (Reg. 4.173)

3/ HOLIDAYS: 10 paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)

4/ NORTH CAROLINA: Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans

VIRGINIA:

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGES DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 by direction of the Secretary of Labor



Alan L. Hoss
 Director
 Division of
 Wage Determinations

LOCALITY	State: North Carolina, Virginia		
	Area: 4/		
Wage Determination No.: 87-0215 (Rev. 13) Date: 01/28/1993			
Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday
			Other

Class of Service Employees

Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach, Williamsburg, York

DATE 01/28/1993

WAGE DETERMINATION 87-0215 (Rev. 13)

NOTE: The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classes and the classifications listed in the wage determination. Such unlisted classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agencies' recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6 (b)(2) of Regulations 29 CFR 4)

UNIFORM ALLOWANCE: If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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NOTE: The duties of employees under job titles listed are those described in the Service Contract Act Directory of Occupations, Second Edition, July 1986, unless otherwise indicated. See also 29 CFR Part 4 Section 4.152.

***** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS *****

PRODUCTION CONTROLLER

Coordinates supply actions with maintenance and provides assistance in resolving problems with repairable item processing and supply support. Processes requirements for parts and assures that supply assets in the repair cycle are returned in a timely manner. Verifies and monitors urgency of need designators. Coordinates the local manufacture of approved items. Maintains and updates required publication files.

PRODUCTION CONTROL SUPERVISOR

Acts as a working supervisor to direct and control the production control function for aircraft maintenance. Ensures that adequate supply support is provided for parts and supplies necessary to maintain aircraft and associated equipment. Resolves problems and provides training to subordinate employees. Supervises other production controllers and motor vehicle operators. Rates performance and takes care of disciplinary problems. Prepares reports and documentation as required.

PACKAGING SPECIALIST

Plans, designs, and develops packages to protect supplies, materials and equipment between the time of purchase and use, including prevention of environmental and mechanical damage during handling, shipping, and storage. Work may involve one or more of the following duties: Determining the best method of packaging particular materials; establishing packaging standards; developing or reviewing packaging specifications; evaluating packaging methods; advising on packaging matters. Knowledge of packaging and preservation methods, materials, regulations, specifications, and guidelines is required.

EQUIPMENT SPECIALIST

Collects, analyzes, interprets and develops specialized information about equipment. Provides such information together with advisory service to those who design, test, produce, procure, supply, operate, repair, or dispose of equipment, and/or develops, installs, inspects or revises equipment

DATE 01/28/1993

87-0215 (Rev. 13)

WAGE DETERMINATION

maintenance programs and techniques based on a practical knowledge of the equipment, including its design, production operational and maintenance requirements. Applies an intensive, practical knowledge of the characteristics, properties and uses of equipment of the type gained from technical training, education and experience in such functions as repairing, overhauling, maintaining, constructing, or inspecting equipment.

DUPLICATING/COPYING MACHINE OPERATOR

performs multi-type copying or duplicating services on any of the following equipment: mimeograph, photocopiers, duplicators, and automated offset machines. Responsible for duplicating/copying all types of documents, including general correspondence, manuals, solicitations, confidential materials, etc., on high volume duplicators/copiers. Binding services are provided by using plastic binders and heat binding. Performs general operator maintenance on duplicators/copiers, keeping machine clean and assures that quality copies are made as requested. Operates stapling, folding, paper dilling, collating, paper cutting, and other accessory equipment. May operate microfilm, laminating, addressograph, etc. machines.

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor



Alan L. Moss Division of
 Director Wage Determinations

Class of Service Employees

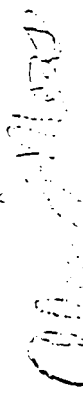
LOCALITY	State: North Carolina, Virginia		
	Area: 4/		
Wage Determination No.: 87-0209 (Rev. 11) Date: 08/09/1992			
Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday Other

Furniture Maintenance and Repair, Machine Tool Operation and Repair Occupations, Material Handling and Packing Occupations, Mechanics and Maintenance and Repair Occupations, Transportation and Mobile Equipment Operation Occupations, and Plant and Systems Operation Occupations:

- | | |
|--|----------|
| 1. Material Coordinator | \$ 11.44 |
| 2. Order Filler | \$ 6.60 |
| 3. Tool & Parts Attendant | \$ 10.65 |
| 4. Warehouseman | \$ 7.22 |
| 5. Electrostatic Spray Painter | \$ 13.05 |
| 6. Furniture Handler | \$ 10.65 |
| 7. Furniture Refinisher | \$ 13.05 |
| 8. Furniture Refinisher, Helper | \$ 10.65 |
| 9. Upholsterer | \$ 12.47 |
| 10. Laborer | \$ 9.42 |
| 11. Machine-Tool Operator
(Toolroom) | \$ 13.67 |
| 12. Tool and Die Maker | \$ 15.15 |
| 13. Fuel Distribution System
Operator | \$ 12.47 |
| 14. Material Handling Laborer | \$ 7.24 |

U. S. DEPARTMENT OF LABOR
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Alan L. Moss
 Director
 Division of
 Wage Determinations

LOCALITY	State: North Carolina, Virginia		
	Area: 4/		
Wage Determination No.: 87-0209 (Rev. 11) Date: 08/09/1992			
Minimum Hourly Wage	Fringe Benefit Payments		Other
	Health & Welfare	Vacation	

Class of Service Employees

15. Power Truck Operator (other than Forklift)	\$ 8.80
16. Forklift Operator	\$ 8.80
17. Shipper and Receiver	\$ 8.58
18. Shipper	\$ 8.58
19. Receiver	\$ 5.52
20. Shipping Packer	\$ 13.67
21. Aircraft Mechanic	\$ 10.65
22. Aircraft Mechanic Helper	\$ 10.65
23. Aircraft Servicer	\$ 12.47
24. Aircraft Worker	\$ 12.47
25. Appliance Mechanic	\$ 12.47
26. Audiovisual Equipment Mechanic	\$ 10.65
27. Bicycle Repairer	\$ 13.05
28. Carpenter, Maintenance	\$ 13.05
29. Carpet Layer	\$ 15.15
30. Electrician, Maintenance	\$ 13.67
31. Electronics Mechanic	\$ 12.47
32. Electronics Worker	\$ 10.65
33. Fabric Worker	\$ 13.67
34. Fire Alarm System Mechanic	\$ 10.65
35. Fire Extinguisher Repairman	\$ 13.67
36. Fuel Distribution System Mechanic	\$ 10.65
	\$ 13.67

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 Division of
 Wage Determinations
 Director

LOCALITY	State: North Carolina, Virginia		
	Area: 4/		

Wage Determination No.: 87-0209 (Rev. 11) Date: 08/09/1992

Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday Other

Class of Service Employees

37. General Maintenance Worker	\$ 8.09			
38. Heating/Refrigeration/Air Conditioning Mechanic	\$ 13.67			
39. Heavy Equipment Mechanic	\$ 13.67			
40. Instrument Mechanic	\$ 12.47			
41. Locksmith	\$ 13.67			
42. Mechanic, Maintenance (Machinery)	\$ 13.67			
43. Machinist, Maintenance	\$ 10.06			
44. Maintenance Trades Helper	\$ 13.67			
45. Mason, Maintenance	\$ 13.67			
46. Millwright	\$ 13.05			
47. Aircraft Painter	\$ 13.05			
48. Painter, Maintenance	\$ 13.67			
49. Pipefitter, Maintenance	\$ 13.05			
50. Plumber, Maintenance	\$ 13.67			
51. Pneumatic System Mechanic	\$ 13.05			
52. Rigger	\$ 12.47			
53. Scale Mechanic	\$ 13.67			
54. Sheet-Metal Worker, Maintenance	\$ 11.86			
55. Small Engine Mechanic	\$ 13.67			
56. Sound Technician				

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Alan L. Moss
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 Division of
 Wage Determinations

LOCALITY	State: North Carolina, Virginia
	Area: 4/

Wage Determination No.: 87-0209 (Rev. 11) Date: 08/09/1992

Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday

Class of Service Employees

57. Welder, Combination, Maintenance	\$ 13.67			
58. Woodcraft Worker	\$ 13.05			
59. Woodworker	\$ 12.22			
60. Boiler Tender	\$ 13.05			
61. Sewage Plant Operator	\$ 13.05			
62. Stationary Engineer	\$ 13.67			
63. Water Treatment Plant Operator	\$ 13.05			
64. Bus Driver	\$ 8.60			
65. Heavy Equipment Operator	\$ 13.05			
66. Truckdriver, light	\$ 8.23			
67. Truckdriver, medium	\$ 8.60			
68. Truckdriver, heavy	\$ 9.08			
69. Truckdriver, Tractor-Trailer	\$ 9.54			
70. Roofer	\$ 10.65			
71. Telephone Mechanic	\$ 13.67			
72. Telephone Lineman	\$ 13.67			
73. Cable Splicer	\$ 13.67			
74. Hazardous Waste Handler	\$ 8.89			
75. Sign Painter	\$ 13.05			
76. Electrical Equipment Worker	\$ 12.47			

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 Wage Determinations

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	Area: 4/		
Wage Determination No.: 87-0209 (Rev. 11) Date: 08/09/1992			
Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday
			Other

Class of Service Employees

Fringe benefits applicable to all classes of service employees engaged in contract performance:

1/ 1/ 2/ 3/

- 1/ HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans: Employer contributions costing an average of \$2.23 per hour computed on the basis of all hours worked by service employees employed on the contract. *2.39 Ref. DOL MEMO 17.2 dated 8-18-93*
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4/ NORTH CAROLINA:
 Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans

VIRGINIA:
 Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews, Newport News, Norfolk,

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
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Alan L. Moss
Director
Division of
Wage Determinations

LOCALITY	State: North Carolina, Virginia Area: 4/
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Wage Determination No.: 87-0209 (Rev. 11) Date: 08/09/1992

Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday

Class of Service Employees

Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach, Williamsburg, York

NOTE: The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classes and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agencies' recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6 (b)(2) of Regulations 29 CFR 4)

UNIFORM ALLOWANCE: If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.80 a week (or 76 cents a day); and effective April 1, 1991, the rate shall be \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

NOTE: The duties of employees under job titles listed are those described in the Service Contract Act Directory of Occupations, Second Edition, July 1986, unless otherwise indicated. See also 29 CFR Part 4 Section 4.152.

***** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS *****

Lineman

This occupation includes jobs that involve installing, maintaining, and repairing aerial and underground communications lines and auxiliary equipment such as conduits, insulators, and poles. The work does not require completing line connections.

ROOFER

Performs work of journeyman roofer. Repairs sub-roofing and supports such as replacing rafters and sheathing, building up sub-roofing to hold increased loads, occasionally roof pitch; applies composition, asphalt, asbestos, wood shingles, mission tile, and slate to roofs; installs sheathing and building papers or roofing felt and flashing; marks location for each row of shingles or tile, nailing to roof sheathing in overlapping courses. Installs and repairs barrel mission type tile to roof; installs three ply hot mop decking; sets and secures framing, mops it and sets tile.

TELEPHONE MECHANIC

Responsible for telephone installation, removal, relocation, problem resolution, and cable maintenance and repair. Specifically, the telephone mechanic handles circuit testing, analyses results, repairs and modifies circuits and equipment in a step by step, XY, all relay and/or Electronic Switch system. Locates electrical, electronic, and mechanical failures in telephone switching and carrier equipment by observing and listening to equipment, using test equipment, schematic drawings, computer printouts, and troubleshooters. Repairs equipment by replacing defective parts and such by procedures as setting clearances, adjusting spring tensions, wipers, relay contacts, and other interrelated mechanisms. Installs or rearranges equipment frames and shelves, and such equipment as line finders, switch banks, selectors, connectors, repeaters, peg counters, restricting post cams, and various interrelated trunk circuits. Performs traffic study analysis and office grading. Installs approved modifications and makes suggestions for improvements.

Resolves complex problems between exchange, both government and commercial.

May direct, instruct, and assist lower level employees with their overall assignments.

Performs other duties as assigned.

CABLE SPLICER

Installs, maintains, repairs, and modifies cable systems. Uses engineered drawings, statements of work, and technical manuals to determine requirements for maintaining underground, buried, and aerial cable systems. Prepares and installs distribution equipment. Terminates tip cables on main distribution frames. Installs, maintains, and repairs dry air compressors and continuous flow and static pressurization systems. Ensures techniques, materials, and accomplishments are according to technical standards, and specifications and engineered directives. Locates, repairs, and/or replaces splice cases. Performs pneumatic troubleshooting to locate faulty splice cases and pressure component assemblies, using resistance measurements and pressure gradients. Repairs pressure component assemblies and adjusts pressure contractors. Determines course of signal deterioration in voice and data circuits over cable by using test equipment. Interprets compressor meter readings and adjusts controls. Troubleshoots pneumatic and electrical malfunctions in cable air-dryer compressors.

HAZARDOUS WASTE HANDLER

A skilled technician trained and experienced at handling PCBs with a thorough knowledge of safety, including respiratory protection, protective clothing and its usage, spill prevention and hygiene. Hazardous Waste Handlers prepare for and remove hazardous materials; select, maintain, and operate materials, tools, equipment and supplies required for hazardous waste removal, and performs operations including handling, loading, draining, manifest requirements, spill control, clean-up, sampling, and supervision of helpers.

ELECTRICAL EQUIPMENT WORKER

Performs a variety of duties and related tasks associated with the fabrication, repair, and maintenance of Electrical Training Devices.

Works along or with higher graded worker in the design, construction, installation and maintenance of full scale Training Aids, devices, and exhibits, electrical systems, and components. Makes repairs that can be accomplished by removing, replacing, tightening, splicing, and soldering broken, worn, or damaged wiring, switches, control circuits, panels, relays, etc. 50%

Performs the common, most typical tasks involved in the modification of systems and equipment to simulate any operational function or malfunction and to emphasize critical malfunctioning by designing and building intricate switch and control systems, using plastic

housing or cut-away designs which are not available commercially. 25%

Installs, repairs, and maintains a variety of electronic components and equipment. Works with tools of the trade to remove components from various exhibits or training devices for testing, repair and replacement. 25%

Maintains and repairs electrical tools and equipment used by training aids shop in constructing training devices. 10%

performs other duties as assigned.

2. AMENDMENT/MODIFICATION NO. 14	3. EFFECTIVE DATE 09/01/1993	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
--	--	---	--------------------------------

5. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	7. ADMINISTERED BY (If other than Item 5) CODE
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EXECUTED BY BOTH PARTIES

3. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470
		10B. DATED (SEE ITEM 13) 11/1/91

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above number 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 ACKNOWLEDGEMENT 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 5

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:
FAR Clause 52.243-2. Changes - Cost Reimbursement (AUG 1989) - Alternate II (APR 1984)
- D. OTHER (Specify type of modification and authority)

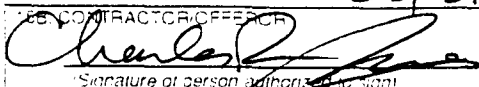
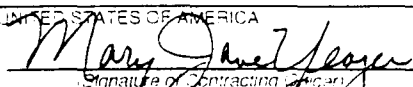
E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

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

The purposes of this modification are (1) to add the requirement for "Chemical, Logistic Management, and Disposal Service", (2) adjust the level-of-effort, estimated cost, and fixed fee and (3) add incremental funding. Both parties agree that this Modification constitutes a full and equitable adjustment for the change to the SOW. Accordingly, the contract is changed as follows:

(Continued on Attached Page) FILE 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) CHARLES R. JONES, DIR ENV SVS	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) Mary Jane Yeager	
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED Sep 1, 1993	16B. UNITED STATES OF AMERICA BY 
16C. DATE SIGNED 9-1-93		

1. Article B-2. Level-of-Effort, paragraph A. contained therein is hereby replaced by the following to include 504 hours added for the change described herein.

"A. In performing effort under this contract, the Contractor is obligated to provide up to 40,404 direct labor hours, exclusive of subcontracting and consultants, as defined in paragraph c. below."

2. Article B-3. Estimated Cost and Fixed Fee is hereby replaced by the following to include the cost and fee associated with adding the change. The Other Direct Cost Limitation is increased by \$1,200. The total increase in cost is \$12,508 and the total increase in fixed fee is \$795.

"Article B-3 Estimated Cost and Fixed Fee

A. The estimated cost of the contract is \$2,568,508, exclusive of the fixed fee of \$163,355. The total of the estimated cost and award fee is \$2,731,863.

B. Other Direct Cost Limitation

The estimated cost set forth above includes \$1,531,200 for other direct costs."

3. Article H-5., Options, paragraph A., Priced Options/Extended Term, is hereby replaced to include the following level of effort, cost, fixed fee, and ODC limitation increases associated with this change modification:

A. Increases:

	<u>Second Option Period</u>	<u>Third Option Period</u>	<u>Fourth Option Period</u>
Level of Effort (Ref B-2)	1,824	1,824	1,832
ODC Limitation (Ref B-3)	\$ 5,000	\$ 5,000	\$ 5,000
Estimated Cost (Ref B-3)	\$51,179	\$52,417	\$53,890
Fixed Fee (Ref B-3)	\$ 3,255	\$ 3,334	\$ 3,427

B. Article H-5, Options paragraph A. restated:

"H.5 OPTIONS

A. Priced Options/Extended Term

Pursuant to the Section I clause entitled "Option to Extend the Term of the Contract (MAR 1989)," the Contractor hereby grants to the Government options to extend the term of the contract for three (3) additional periods of twelve (12) months each. Such options are to be exercisable by issuance of a unilateral modification. Upon exercise of such option(s) by the Government, the following items will be increased by the amount specified below for each option period.

	<u>Second Option Period</u>	<u>Third Option Period</u>	<u>Fourth Option Period</u>
Period of Performance (Ref F.2)	12 months	12 months	12 months
Level of Effort (Ref B.2)	21,774 hrs	21,774 hrs	21,782 hrs
ODC Limitation (Ref B.3)	\$ 816,000	\$ 849,000	\$ 882,000
SB Goals	\$ 65,731	\$ 68,404	\$ 71,078
SDB Goals	\$ 4,108	\$ 4,275	\$ 4,442
Estimated Cost (Ref B.3)	\$1,399,149	\$1,452,017	\$1,506,190
Fixed Fee (Ref B.3)	\$ 88,985	\$ 92,334	\$ 95,797"

4. Article H-1., Contract Funding, is hereby replaced by the following to reflect a funding increase of \$18,000 of which \$16,978 is added to cost and \$1,022 is added to fee:

"H.1 Contract Funding (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$2,309,321,

(b) An additional amount of \$154,025 is obligated under this contract for payment of fee."

All other contract provisions remain unchanged.

5. Exhibit A, Statement of Work, add paragraph 2.9, Chemical, Logistic Management, and Disposal Service as stated below:

"2.9 CHEMICAL, LOGISTIC MANAGEMENT, AND DISPOSAL SERVICE

The Contractor shall provide personnel, management, and supervision to manage a chemical stockroom in Building 1293C for the Polymeric Materials Branch of the Materials Division. Services shall include:

2.9.1 Provide Data - basing of inventories, purging of excess materials, and the general maintaining of the chemical inventory of approximately 2,500 chemicals in a manner that will insure optimum use and compliance with Government regulations.

2.9.2 In order to insure the production of a minimum amount of waste or unusable chemicals, provide the services of an individual skilled in laboratory purification techniques, such as vacuum and atmospheric distillation, sublimation, and recrystallations. Additionally, services will be required for scaled-up chemical reactions where waste will need to be minimized.

2.9.3 The purchase of special and/or urgently needed chemicals in a timely manner so as to be in compliance with applicable NASA/Government regulations related to occupational safety and insure protection of the environment.

2.9.4 Provide timely and efficient collection and disposal of chemical waste."

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	38,000	0
Mod. 8	1,298,100	82,560	1,380,660	262,000	19,950
Mod. 9	0	0	0	0	0
Mod. 10	0	0	0	524,000	0
Mod. 11	0	0	0	0	0
Mod. 12	0	0	0	0	0
Mod. 13	0	0	0	524,000	0
Mod. 14	<u>12,508</u>	<u>795</u>	<u>13,218</u>	<u>18,000</u>	<u>504</u>
	\$2,568,508	\$163,355	\$2,731,778	\$2,463,346*	40,404

*Includes \$2,309,321 for cost and \$154,025 for fee.

Accounting and Appropriation Data:

<u>PR</u>	<u>RTR</u>	<u>JO</u>	<u>Amount</u>	<u>Status</u>
2520.3745	506-43-11-01	R11472	\$ 5,000	(Partial)
	537-06-20-02	R17923	10,000	(Partial)
	510-02-11-07	R17004	<u>3,000</u>	(Partial)
		Total:	\$18,000	

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO. 13 3. EFFECTIVE DATE JUN 23 1993 4. REQUISITION/PURCHASE REQ. NO. _____ 5. PROJECT NO. (If applicable) _____

5. ISSUED BY CODE _____ 7. ADMINISTERED BY (If other than item 5) CODE _____
 National Aeronautics and Space Administration
 Langley Research Center
 Hampton, VA 23681-0001

3. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 The Bionetics Corporation
 Tenth Floor, Suite 1000
 Harbour Centre Building
 2 Eaton Street
 Hampton, VA 23669

9A. AMENDMENT OF SOLICITATION NO. _____
 9B. DATED (SEE ITEM 11) _____
 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470
 10B. DATED (SEE ITEM 13) 11/1/91

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 ACKNOWLEDGEMENT 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 2

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)

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 purpose of this modification is to add \$524,000 in incremental funding pursuant to the Section I clause entitled "Limitation of Funds" and to change Article H-1., Contract Funding, accordingly. The contract is hereby revised as follows:
 (Continued on Attached Page)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or Print) _____ 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) Mary Jane Yeager

15B. CONTRACTOR/OFFEROR _____ 15C. DATE SIGNED _____ 16B. UNITED STATES OF AMERICA BY Mary Jane Yeager (Signature of Contracting Officer) 16C. DATE SIGNED 6-23-93

I. Article H-1., Contract Funding, is hereby replaced by the following to reflect a funding increase of \$524,000 of which \$503,197 is added to cost and \$20,803 is added to fee:

"H.1 Contract Funding (NASA 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$2,292,343, and covers the following period of performance: November 1, 1991 through October 31, 1993.

(b) An additional amount of \$153,003 is obligated under this contract for payment of fee."

All other contract provisions remain unchanged.

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	38,000	0
Mod. 8	1,298,100	82,560	1,380,660	262,000	19,950
Mod. 9	0	0	0	0	0
Mod. 10	0	0	0	524,000	0
Mod. 11	0	0	0	0	0
Mod. 12	0	0	0	0	0
Mod. 13	0	0	0	524,000	0
	<u>\$2,556,000</u>	<u>\$162,560</u>	<u>\$2,718,560</u>	<u>\$2,445,346*</u>	<u>39,900</u>

*Includes \$2,292,343 for cost and \$153,003 for fee.

Accounting and Appropriation Data:

<u>PR</u>	<u>RTR</u>	<u>JO</u>	<u>Amount</u>	<u>Status</u>
5100.3584	992-10-06-02	M2067	<u>\$524,000</u>	(Partial)
		Total	<u>\$524,000</u>	

AMENDMENT OF SOLICITATION MODIFICATION OF CONTRACT

CONTRACT ID CODE PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO. 12 3. EFFECTIVE DATE MAY 18 1993 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)

6. ISSUED BY CODE National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001 7. ADMINISTERED BY (If other than item 6) CODE EXERCISED BY BOTH PARTIES

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470 10B. DATED (SEE ITEM 13) 11/1/91

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above number 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 ACKNOWLEDGEMENT 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: Mutual Agreement D. OTHER (Specify type of modification and authority)

15. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION Organized by JCF section headings, including solicitation contract subject matter where feasible. The purpose of this modification is to provide additional instructions to Exhibit B, Contract Documentation Requirements, Paragraph G, Subcontracting Reports. Accordingly, the subject contract is modified as follows: (Continued on Attached Page)

FILE COPY

Except as provided herein, all terms and conditions of the document referenced in item 3A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or Print) John C. Page, Director, Contract Administration 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) 15C. DATE SIGNED 15D. UNITED STATES OF AMERICA BY 15E. DATE SIGNED 5-18-93

"G. Subcontracting Reports - The Contractor shall submit Standard Form (SF) 294, Subcontracting Report For Individual Contracts, and Standard Form (SF) 295, Summary Subcontractor Report, in accordance with the instructions on the reverse side of the form except the reports shall be submitted quarterly. The reporting periods shall end December, March, June, and September with the respect due by the 30th day of the month following the close of the period.

You are further instructed to include the following information in Block 18 of the SF 294. Note: This information is a subset of items 15A and 16 and should also include information obtained from your subcontractors SF 294's.

"Subcontracts award to Women-Owned Small Business Concerns this reporting period: \$_____.

Subcontract awards to Historically Black Colleges and Universities and/or Minority Educational Institutions this reporting period: \$_____."

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	38,000	0
Mod. 8	1,298,100	82,560	1,380,660	262,000	19,950
Mod. 9	0	0	0	0	0
Mod. 10	0	0	0	524,000	0
Mod. 11	0	0	0	0	0
Mod. 12	0	0	0	0	0
	<u>\$2,556,000</u>	<u>\$162,560</u>	<u>\$2,718,560</u>	<u>\$1,921,346*</u>	<u>39,900</u>

*Includes \$1,789,146 for cost and \$132,200 for fee.

2. AMENDMENT/MODIFICATION NO. 11 3. EFFECTIVE DATE MAR 12 1993 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470 10B. DATED (SEE ITEM 13) 11/1/91

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above number 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 ACKNOWLEDGEMENT 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: Mutual Agreement

D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Amend Article H-2, Key Personnel and Facilities. Accordingly, the contract is revised as follows:

(Continued on Attached Page)

15A. NAME AND TITLE OF SIGNER (Type or Print) John C. Page Director, Contract Administration 15B. CONTRACTOR/OFFICER'S SIGNATURE (Signature of person authorized to sign) 15C. DATE SIGNED 3/10/93 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) Mary Jane Yeager 16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer) 16C. DATE SIGNED 3-12-93

I. Article H-2., Key Personnel and Facilities, Paragraph (c) is changed to delete ~~Deleted 14 070 1280.000 (b) (4)~~ without a replacement.

All other contract provisions remain unchanged.

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	38,000	0
Mod. 8	1,298,100	82,560	1,380,660	262,000	19,950
Mod. 9	0	0	0	0	0
Mod. 10	0	0	0	524,000	0
Mod. 11	0	0	0	0	0
	<u>\$2,556,000</u>	<u>\$162,560</u>	<u>\$2,718,560</u>	<u>\$1,921,346*</u>	<u>39,900</u>

*Includes \$1,789,146 for cost and \$132,200 for fee.

AMENDMENT OF SOLICITATION MODIFICATION OF CONTRACT 1. RACT ID CODE PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

10 **DEC 18 1992**

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than item 6) CODE

National Aeronautics and Space Administration
Langley Research Center
Hampton, VA 23681-0001

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)

The Bionetics Corporation
Tenth Floor, Suite 1000
Harbour Centre Building
2 Eaton Street
Hampton, VA 23669

10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13)

NAS1-19470 11/1/91

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above number 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 ACKNOWLEDGEMENT 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 2

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)

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

The purpose of this modification is to add \$524,000 in incremental funding pursuant to the Section I clause entitled "Limitation of Funds" and to change Article H-1., Contract Funding, accordingly. The contract is hereby revised as follows:

FILE COPY

(Continued on Attached Page)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or Print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print)

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED

Signature of person authorized to sign BY *Mary Jane Yeager* 12-18-92

Signature of Contracting Officer

I. Article H-1., Contract Funding, is hereby replaced by the following to reflect a funding increase of \$524,000, of which \$492,033 is added to cost and \$31,967 is added to fee:

"H.1 Contract Funding (NASA 18-52.232-81 [Jun 1990])

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$1,789,146, and covers the following period of performance: November 1, 1991 through July 9, 1993.

(b) An additional amount of \$132,200 is obligated under this contract for payment of fee."

All other contract provisions remain unchanged.

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPEF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	38,000	0
Mod. 8	1,298,100	82,560	1,380,660	262,000	19,950
Mod. 9	0	0	0	0	0
Mod. 10	0	0	0	524,000	0
	<u>\$2,556,000</u>	<u>\$162,560</u>	<u>\$2,718,560</u>	<u>\$1,921,346*</u>	<u>39,900</u>

*Includes \$1,789,146 for cost and \$132,200 for fee.

Accounting and Appropriation Data:

<u>PR</u>	<u>RTR</u>	<u>JO</u>	<u>Amount</u>	
5100.3584	992-10-06-02	M2067	\$524,000	(Partial)
		Total	\$524,000	

2. AMENDMENT/MODIFICATION NO. **9** 3. EFFECTIVE DATE **DEC 21 1992** 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than item 6) CODE

National Aeronautics and Space Administration
Langley Research Center
Hampton, VA 23681-0001

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

The Bionetics Corporation
Tenth Floor Suite 1000
Harbour Centre Building
2 Eaton Street
Hampton, VA 23669

9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. **NAS1-19470** 10B. DATED (SEE ITEM 10) **11/1/91**

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above number 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 ACKNOWLEDGEMENT 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: **Mutual Agreement**
- 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 LSC Section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is to add Clause 18-52.219-75 Small Business and Small Disadvantaged Business Subcontracting Reporting to the contract. Therefore this clause is added to Section I.

FILE 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)

John C. Page, Director, Contract Administration Mary Jane Yeager

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED

John C. Page 12/16/92 BY *Mary Jane Yeager* 12/21/92

(Signature of person authorized to sign) (Signature of Contracting Officer)

NAS1-19470
Modification No. 9

Section I.

"SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING REPORTING (NASA 18-52.219-75) (SEP 1992)

- (a) The Contractor shall submit the Summary Subcontract Report (Standard Form [SF] 295) quarterly for the reporting periods specified in block 1.A. of the form. Reports are due 30 days after the close of each reporting period.
- (b) The Contractor shall also complete Item 15 (Subcontract awards to Historically Black Colleges and Universities/Minority Institutions) in accordance with the existing instructions applicable to DOD activities.
- (c) All other provisions in the instructions paragraphs of the SF 295 remain in effect.
- (d) The Contractor shall include this clause in all subcontracts that include the clause at FAR 52.219-9."

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	38,000	0
Mod. 8	1,298,100	82,560	1,380,660	262,000	19,950
Mod. 9	0	0	0	0	0
	<u>\$2,556,000</u>	<u>\$162,560</u>	<u>\$2,718,560</u>	<u>\$1,397,346*</u>	<u>39,900</u>

*Includes \$1,298,100 for cost and \$100,233 for fee.

2. AMENDMENT/MODIFICATION NO. 8	3. EFFECTIVE DATE OCT 29 1992	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(If applicable)</i>
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6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23665-5225	CODE	7. ADMINISTERED BY <i>(If other than item 6)</i>	CODE
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8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i> The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED <i>(SEE ITEM 11)</i>
	✓	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470
		10B. DATED <i>(SEE ITEM 13)</i> 11/1/91

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above number 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 ACKNOWLEDGEMENT 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: <i>(Specify Authority)</i> 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 <i>(such as changes in paying office, appropriation date, etc)</i> 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 <i>(Specify type of modification and authority)</i>

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 purposes of this modification are to exercise the first 12-month option period pursuant to contract article H.5., Options, and to add incremental funding pursuant to the Section I clause entitled "Limitation of Funds". Accordingly, the contract is modified as follows:

 (Continued on Attached Pages) FILE 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 <i>(Type or Print)</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or Print)</i> Mary Jane Yeager
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	16B. UNITED STATES OF AMERICA BY <i>Mary Jane Yeager</i> <i>(Signature of Contracting Officer)</i>
15C. DATE SIGNED	16C. DATE SIGNED 10-29-92

1. Article B-2. Level-of-Effort, paragraph A. contained therein is hereby replaced by the following to include 19,950 hours added for the first option period.

"A. In performing effort under this contract, the Contractor is obligated to provide up to 39,900 direct labor hours, exclusive of subcontracting and consultants, as defined in paragraph c. below."

2. Article B-3. Estimated Cost and Fixed Fee is hereby replaced by the following to include the cost and fee associated with adding the first option period. The Other Direct Cost Limitation is increased by \$780,000. The total increase in cost is \$1,298,100 and the total increase in fixed fee is \$82,560.

"Article B-3 Estimated Cost and Fixed Fee

A. The estimated cost of the contract is \$2,556,000, exclusive of the fixed fee of \$162,560. The total of the estimated cost and award fee is \$2,718,560.

B. Other Direct Cost Limitation

The estimated cost set forth above includes \$1,530,000 for other direct costs."

3. Article F-2. Period of Performance is hereby replaced by the following:

"Article F-2. Period of Performance (NASA 18-52.212-74) (DEC 1988)

The period of performance shall be twenty-four(24) months from the effective date on this contract."

4. Exhibit G, Subcontracting Plan. The contract subcontracting goals shall be increased by \$63,219 for small business and \$3,951 for small disadvantaged business.

5. Article H-12., Wage Determinations and Fringe Benefits, is revised to reflect the following changes:

"	<u>Number</u>	<u>Revision</u>	<u>Date</u>
	78-1030	22	8-8-92
	87-0209	11	8-9-92"

The above wage determinations are attached to this modification.

6. Article H-1., Contract Funding, is hereby replaced by the following to reflect a funding increase of \$262,000, of which \$241,767 is added to cost and \$20,233 is added to fee:

"H.1 Contract Funding (NASA 18-52.232-81 [Jun 1990])

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$1,297,113, and covers the following period of performance: November 1, 1991 through January 15, 1993.

(b) An additional amount of \$100,233 is obligated under this contract for payment of fee."

All other contract provisions remain unchanged.

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	38,000	0
Mod. 8	<u>1,298,100</u>	<u>82,560</u>	<u>1,380,660</u>	<u>262,000</u>	<u>19,950</u>
	\$2,556,000	\$162,560	\$2,718,560	\$1,397,346*	39,900

*Includes \$1,297,113 for cost and \$100,233 for fee.

Accounting and Appropriation Data:

<u>PR</u>	<u>RTR</u>	<u>JO</u>	<u>Amount</u>	
5100.3584	992-10-06-02	M2067	\$262,000	(Partial)

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor



Alan L. Moss Division of
 Director Wage Determinations

LOCALITY State: North Carolina, Virginia Area: 4/	
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Wage Determination No.: 87-0209 (Rev. 11) Date: 08/09/1992

Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday

Class of Service Employees

Furniture Maintenance and Repair, Machine Tool Operation and Repair Occupations, Material Handling and Packing Occupations, Mechanics and Maintenance and Repair Occupations, Transportation and Mobile Equipment Operation Occupations, and Plant and Systems Operation Occupations:

- | | |
|--|----------|
| 1. Material Coordinator | \$ 11.44 |
| 2. Order Filler | \$ 6.60 |
| 3. Tool & Parts Attendant | \$ 10.65 |
| 4. Warehouseman | \$ 7.22 |
| 5. Electrostatic Spray Painter | \$ 13.05 |
| 6. Furniture Handler | \$ 10.65 |
| 7. Furniture Refinisher | \$ 13.05 |
| 8. Furniture Refinisher, Helper | \$ 10.65 |
| 9. Upholsterer | \$ 12.47 |
| 10. Laborer | \$ 9.42 |
| 11. Machine-Tool Operator
(Toolroom) | \$ 13.67 |
| 12. Tool and Die Maker | \$ 15.15 |
| 13. Fuel Distribution System
Operator | \$ 12.47 |
| 14. Material Handling Laborer | \$ 7.24 |

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor



Alan B. Moss
 Director
 Division of
 Wage Determinations

LOCALITY

State: North Carolina, Virginia

Area: 4/

Wage Determination No.: 87-0209 (Rev. 11) Date: 08/09/1992

Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday

Class of Service Employees

15. Power Truck Operator (other than Forklift)	\$ 8.80			
16. Forklift Operator	\$ 8.80			
17. Shipper and Receiver	\$ 8.58			
18. Shipper	\$ 8.58			
19. Receiver	\$ 5.52			
20. Shipping Packer	\$ 13.67			
21. Aircraft Mechanic	\$ 10.65			
22. Aircraft Mechanic Helper	\$ 10.65			
23. Aircraft Servicer	\$ 12.47			
24. Aircraft Worker	\$ 12.47			
25. Appliance Mechanic	\$ 12.47			
26. Audiovisual Equipment Mechanic	\$ 10.65			
27. Bicycle Repairer	\$ 13.05			
28. Carpenter, Maintenance	\$ 13.05			
29. Carpet Layer	\$ 15.15			
30. Electrician, Maintenance	\$ 13.67			
31. Electronics Mechanic	\$ 12.47			
32. Electronics Worker	\$ 10.65			
33. Fabric Worker	\$ 13.67			
34. Fire Alarm System Mechanic	\$ 10.65			
35. Fire Extinguisher Repairman	\$ 13.67			
36. Fuel Distribution System Mechanic	\$ 13.67			

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

Alan L. Moss
 Director, Division of
 Wage Determinations

Class of Service Employees

State: North Carolina, Virginia

Area: 4/

LOCALITY

Wage Determination No.: 87-0209 (Rev. 11) Date: 08/09/1992

Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday

37. General Maintenance Worker	\$ 8.09				
38. Heating/Refrigeration/Air Conditioning Mechanic	\$ 13.67				
39. Heavy Equipment Mechanic	\$ 13.67				
40. Instrument Mechanic	\$ 12.47				
41. Locksmith	\$ 13.67				
42. Mechanic, Maintenance (Machinery)	\$ 13.67				
43. Machinist, Maintenance	\$ 10.06				
44. Maintenance Trades Helper	\$ 13.67				
45. Mason, Maintenance	\$ 13.67				
46. Millwright	\$ 13.05				
47. Aircraft Painter	\$ 13.05				
48. Painter, Maintenance	\$ 13.67				
49. Pipefitter, Maintenance	\$ 13.05				
50. Plumber, Maintenance	\$ 13.67				
51. Pneumatic System Mechanic	\$ 13.05				
52. Rigger	\$ 12.47				
53. Scale Mechanic	\$ 13.67				
54. Sheet-Metal Worker, Maintenance	\$ 11.86				
55. Small Engine Mechanic	\$ 13.67				
56. Sound Technician					

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor



Alan L. Moss
 Director
 Division of
 Wage Determinations

Class of Service Employees

State: North Carolina, Virginia

Area: 4/

LOCALITY

Wage Determination No.: 87-0209 (Rev. 11) Date: 08/09/1992

Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday

57. Welder, Combination, Maintenance	\$ 13.67				
58. Woodcraft Worker	\$ 13.05				
59. Woodworker	\$ 12.22				
60. Boiler Tender	\$ 13.05				
61. Sewage Plant Operator	\$ 13.05				
62. Stationary Engineer	\$ 13.67				
63. Water Treatment Plant Operator	\$ 13.05				
64. Bus Driver	\$ 8.60				
65. Heavy Equipment Operator	\$ 13.05				
66. Truckdriver, light	\$ 8.23				
67. Truckdriver, medium	\$ 8.60				
68. Truckdriver, heavy	\$ 9.08				
69. Truckdriver, Tractor-Trailer	\$ 9.54				
70. Roofer	\$ 10.65				
71. Telephone Mechanic	\$ 13.67				
72. Telephone Lineman	\$ 13.67				
73. Cable Splicer	\$ 13.67				
74. Hazardous Waste Handler	\$ 8.89				
75. Sign Painter	\$ 13.05				
76. Electrical Equipment Worker	\$ 12.47				

U. S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor



Alan L. Moss Division of
 Director Wage Determinations

State: North Carolina, Virginia

Area: 4/

LOCALITY

Wage Determination No.: 87-0209 (Rev. 11) Date: 08/09/1992

Minimum Hourly Wage	Fringe Benefit Payments			
	Health & Welfare	Vacation	Holiday	Other

Class of Service Employees

Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach, Williamsburg, York

NOTE: The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such unlisted classifications shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6 (b)(2) of Regulations 29 CFR 4)

UNIFORM ALLOWANCE: If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.80 a week (or 76 cents a day); and effective April 1, 1991, the note shall be \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

NOTE: The duties of employees under job titles listed are those described in the Service Contract Act Directory of Occupations, Second Edition, July 1986, unless otherwise indicated. See also 29 CFR part 4 Section 4.152.

***** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS *****

Lineman

This occupation includes jobs that involve installing, maintaining, and repairing aerial and underground communications lines and auxiliary equipment such as conduits, insulators, and poles. The work does not require completing line connections.

ROOFER

Performs work of journeyman roofer. Repairs sub-roofing and supports such as replacing rafters and sheathing, building up sub-roofing to hold increased loads, occasionally roof pitch; applies composition, asphalt, asbestos, wood shingles, mission tile, and slate to roofs; installs sheathing and building papers or roofing felt and flashing; marks location for each row of shingles or tile, nailing to roof sheathing in overlapping courses. Installs and repairs barrel mission type tile to roof; installs three ply hot mop decking; sets and secures framing, mops it and sets tile.

TELEPHONE MECHANIC

Responsible for telephone installation, removal, relocation, problem resolution, and cable maintenance and repair. Specifically, the telephone mechanic handles circuit testing, analyses results, repairs and modifies circuits and equipment in a step by step, XY, all relay and/or Electronic Switch system. Locates electrical, electronic, and mechanical failures in telephone switching and carrier equipment by observing and listening to equipment, using test equipment, schematic drawings, computer printouts, and trouble tickets. Repairs equipment by replacing defective parts and such by procedures as setting clearances, adjusting spring tensions, wipers, relay contacts, and other interrelated mechanisms. Installs or rearranges equipment frames and shelves, and such equipment as line finders, switch banks, selectors, connectors, repeaters, peg counters, restricting post cams, and various interrelated trunk circuits. Performs traffic study analysis and office grading. Installs approved modifications and makes suggestions for improvements.

Resolves complex problems between exchange, both government and commercial.

May direct, instruct, and assist lower level employees with their overall assignments.

Performs other duties as assigned.

CABLE SPLICER

Installs, maintains, repairs, and modifies cable systems. Uses engineered drawings, statements of work, and technical manuals to determine requirements for maintaining underground, buried, and aerial cable systems. Prepares and installs distribution equipment. Terminates tip cables on main distribution frames. Installs, maintains, and repairs dry air compressors and continuous flow and static pressurization systems. Ensures techniques, materials, and accomplishments are according to technical standards, and specifications and engineered directives. Locates, repairs, and/or replaces splice cases. Performs pneumatic troubleshooting to locate faulty splice cases and pressure component assemblies, using resistance measurements and pressure gradients. Repairs pressure component assemblies and adjusts pressure contractors. Determines course of signal deterioration in voice and data circuits over cable by using test equipment. Interprets compressor meter readings and adjusts controls. Troubleshoots pneumatic and electrical malfunctions in cable air-dryer compressors.

HAZARDOUS WASTE HANDLER

A skilled technician trained and experienced at handling PCBs with a thorough knowledge of safety, including respiratory protection, protective clothing and its usage, spill prevention and hygiene. Hazardous Waste Handlers prepare for and remove hazardous materials; select, maintain, and operate materials, tools, equipment and supplies required for hazardous waste removal, and performs operations including handling, loading, draining, manifest requirements, spill control, clean-up, sampling, and supervision of helpers.

ELECTRICAL EQUIPMENT WORKER

Performs a variety of duties and related tasks associated with the fabrication, repair, and maintenance of Electrical Training Devices.

Works along or with higher graded worker in the design, construction, installation and maintenance of full scale Training Aids, devices, and exhibits, electrical systems, and components. Makes repairs that can be accomplished by removing, replacing, tightening, splicing, and soldering broken, worn, or damaged wiring, switches, control circuits, panels, relays, etc. 50%

Performs the common, most typical tasks involved in the modification of systems and equipment to simulate any operational function or malfunction and to emphasize critical malfunctioning by designing and building intricate switch and control systems, using plastic

housing or cut-away designs which are not available commercially. 25%

Installs, repairs, and maintains a variety of electronic components and equipment. Works with tools of the trade to remove components from various exhibits or training devices for testing, repair and replacement. 25%

Maintains and repairs electrical tools and equipment used by training aids shop in constructing training devices. 10%

Performs other duties as assigned.

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 BY direction of the Secretary of Labor



Alan L. Moss Division of
 Director Wage Determinations

Class of Service Employees

LOCALITY	State: Virginia
	Area: VA COUNTIES: HAMPTON

Wage Determination No.: 78-1030 (Rev. 22)	Date: 08/08/1992
Minimum Hourly Wage	Fringe Benefit Payments
	Health & Welfare Vacation Holiday Other

Employed on contracts for Administrative, Clerical, and Technical services at NASA Langley Research Center in the above locality:

- | | |
|-------------------------|-------|
| 1. Accounting Clerk I | 6.31 |
| 2. Accounting Clerk II | 7.91 |
| 3. Accounting Clerk III | 8.24 |
| 4. Accounting Clerk IV | 9.99 |
| 5. File Clerk I | 5.00 |
| 6. File Clerk II | 5.54 |
| 7. File Clerk III | 6.76 |
| 8. Inventory Clerk | 5.23 |
| 9. Messenger | 5.40 |
| 10. Order Clerk I | 6.15 |
| 11. Order Clerk II | 8.06 |
| 12. Payroll Clerk | 7.28 |
| 13. Receptionist | 5.91 |
| 14. Secretary I | 7.25 |
| 15. Secretary III | 8.38 |
| 16. Secretary IV | 8.92 |
| 17. Secretary V | 9.79 |
| 18. Stenographer I | 10.23 |
| 19. Stenographer II | 7.34 |
| 20. Stenographer III | 8.23 |

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor



Alan L. Moss Division of
 Director Wage Determinations

State: Virginia
 Area: VA COUNTIES: HAMPTON

LOCALITY

Wage Determination No.: 78-1030 (Rev. 22) Date: 08/08/1992

Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday

Class of Service Employees

21. Switchboard Operator	\$	6.11			
22. Switchboard Operator-Receptionist	\$	6.41			
23. Typist I	\$	6.20			
24. Typist II	\$	7.41			
25. Word Processor I	\$	6.21			
26. Word Processor II	\$	7.70			
27. Computer Data Librarian	\$	7.18			
28. Computer Operator I	\$	7.45			
29. Computer Operator II	\$	8.74			
30. Computer Operator III	\$	10.45			
31. Computer Operator IV	\$	12.01			
32. Computer Programmer I 4/	\$	10.53			
33. Computer Programmer II 4/	\$	13.02			
34. Computer Programmer III 4/	\$	15.46			
35. Computer Systems Analyst I 4/	\$	14.13			
36. Computer Systems Analyst II 4/	\$	15.98			
37. Computer Systems Analyst III 4/	\$	18.65			
38. Key Entry Operator I	\$	6.13			
39. Key Entry Operator II	\$	7.59			
40. Peripheral Equipment Operator	\$	6.96			
41. Aircraft Mechanic	\$	12.61			
42. Aircraft Worker	\$	11.52			
43. Drafter I	\$	6.82			

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor



Alan L. Moss
 Director
 Division of
 Wage Determinations

State: Virginia

Area: VA COUNTIES: HAMPTON

LOCALITY

Wage Determination No.: 78-1030 (Rev. 22) Date: 08/08/1992

Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday

Class of Service Employees

44. Drafter II	\$ 8.50			
45. Drafter III	\$ 10.36			
46. Drafter IV	\$ 12.99			
47. Drafter V	\$ 15.80			
48. Technician I	\$ 8.00			
49. Technician II	\$ 9.91			
50. Technician III	\$ 11.93			
51. Photo Lab Technician	\$ 7.75			
52. Emergency Medical Technician 4/	\$ 9.71			
53. Registered Industrial Nurse 4/	\$ 13.00			
54. A/C Sheetmetal Mechanic	\$ 12.61			

Fringe benefits applicable to all classes of service employees
 engaged in contract performance:

1/ 2/ 3/

NOTE: The duties of employees under job titles listed are those described in the Service Contract Act Directory of Occupations, Second Edition, July 1986, unless otherwise indicated. See also 29 CFR Part 4 Section 4.152.

***** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS *****

PHOTO LAB TECHNICIAN

The photo lab technician must be able to process and evaluate the quality of the exposed rolls of aerial film, annotate the film with required identifying numbers and letters, make and process contact prints from aerial film, and make to scale project photoindexes of the mosaicked strips of aerial photography by use of a copy camera.

U. S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D. C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor


 Alan L. Moss
 Director

Division of
 Wage Determinations

LOCALITY
 State: North Carolina, Virginia
 Area: NC COUNTIES: PASQUOTANK
 VA COUNTIES: CHESAPEAKE, GLOUCESTER, HAMPTON
 JAMES CITY, NEWPORT NEWS, NORFOLK, PORTSMOUTH
 SUFFOLK, VIRGINIA BEACH, WILLIAMSBURG, YORK

Wage Determination No.: 87-0209 (Rev. 8) Date: 09/18/1991

Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday

Class of Service Employees

Furniture Maintenance and Repair, Machine Tool
 Operation and Repair Occupations, Material Handling and
 Packing Occupations, Mechanics and Maintenance and
 Repair Occupations, Transportation and Mobile Equipment
 Operation Occupations, and Plant and Systems Operation
 Occupations:

- | | |
|---|----------|
| 1. Material Coordinator | \$ 10.72 |
| 2. Order Filler | \$ 6.15 |
| 3. Tool & Parts Attendant | \$ 9.98 |
| 4. Warehouseman | \$ 7.00 |
| 5. Upholsterer | \$ 11.69 |
| 6. Laborer | \$ 8.89 |
| 7. Machine-Tool Operator
(Toolroom) | \$ 12.81 |
| 8. Tool and Die Maker | \$ 14.36 |
| 9. Fuel Distribution System
Operator | \$ 11.69 |
| 10. Material Handling Laborer | \$ 6.79 |
| 11. Forklift Operator | \$ 8.44 |
| 12. Shipper and Receiver | \$ 8.11 |
| 13. Shipper | \$ 8.11 |
| 14. Receiver | \$ 8.11 |
| 15. Shipping Packer | \$ 5.18 |

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
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REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor



Alan L. Moss
 Division of
 Wage Determinations
 Director

State: North Carolina, Virginia
 Area: NC COUNTIES: PASQUOTANK
 VA COUNTIES: CHESAPEAKE, GLOUCESTER, HAMPTON
 JAMES CITY, NEWPORT NEWS, NORFOLK, PORTSMOUTH
 SUFFOLK, VIRGINIA BEACH, WILLIAMSBURG, YORK

Wage Determination No.: 87-0209 (Rev. 8) Date: 09/18/1991


Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday

Class of Service Employees

16. Aircraft Mechanic	\$	12.81		
17. Aircraft Mechanic Helper	\$	9.98		
18. Aircraft Servicer	\$	9.98		
19. Aircraft Worker	\$	11.69		
20. Appliance Mechanic	\$	11.69		
21. Carpenter, Maintenance	\$	12.23		
22. Carpet Layer	\$	12.23		
23. Electrician, Maintenance	\$	14.36		
24. Fire Extinguisher Repairman	\$	9.98		
25. General Maintenance Worker	\$	7.36		
26. Heating/Refrigeration/Air Conditioning Mechanic	\$	12.81		
27. Heavy Equipment Mechanic	\$	12.81		
28. Locksmith	\$	11.69		
29. Mechanic, Maintenance (Machinery)	\$	12.81		
30. Machinist, Maintenance	\$	12.81		
31. Maintenance Trades Helper	\$	9.43		
32. Mason, Maintenance	\$	12.81		
33. Millwright	\$	12.81		
34. Painter, Maintenance	\$	12.23		
35. Pipefitter, Maintenance	\$	12.81		
36. Plumber, Maintenance	\$	12.23		

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 BY direction of the Secretary of Labor


 Alan L. Moss
 Director
 Division of
 Wage Determinations

LOCALITY
 State: North Carolina, Virginia
 Area: NC COUNTIES: PASQUOTANK
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Wage Determination No.: 87-0209 (Rev. 8) Date: 09/18/1991

Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday

Class of Service Employees


37. Sheet-Metal Worker, Maintenance	\$ 12.81			
38. Welder, Combination, Maintenance	\$ 12.81			
39. Woodworker	\$ 11.11			
40. Boiler Tender	\$ 12.23			
41. Sewage Plant Operator	\$ 12.23			
42. Stationary Engineer	\$ 12.81			
43. Bus Driver	\$ 8.06			
44. Heavy Equipment Operator	\$ 12.81			
45. Truckdriver, light	\$ 7.71			
46. Truckdriver, medium	\$ 8.06			
47. Truckdriver, heavy	\$ 8.51			
48. Truckdriver, Tractor-Trailer	\$ 8.94			
49. Roofer	\$ 9.98			
50. Hazardous Waste Handler	\$ 8.89			
51. Sign Painter	\$ 12.23			
52. Electrical Equipment Worker	\$ 11.69			

Fringe benefits applicable to all classes of service employees engaged in contract performance:

1/	2/	3/
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U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
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Alan L. Moss
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LOCALITY
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 SUFFOLK, VIRGINIA BEACH, WILLIAMSBURG, YORK

Wage Determination No.: 87-0209 (Rev. 8) Date: 09/18/1991

Minimum Hourly Wage	Fringe Benefit Payments			
	Health & Welfare	Vacation	Holiday	Other

Class of Service Employees

- 1/ HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans: Employer contributions costing an average of \$2.07 per hour computed on the basis of all hours worked by service employees employed on the contract.
- 2/ VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)
- 3/ HOLIDAYS: 10 paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)

NOTE: The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such unlisted classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6 (b)(2) of Regulations 29 CFR 4)

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***** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS *****

ROOFER

Performs work of journeyman roofer. Repairs sub-roofing and supports such as replacing rafters and sheathing, building up sub-roofing to hold increased loads, occasionally roof pitch; applies composition, asphalt, asbestos, wood shingles, mission tile, and slate to roofs; installs sheathing and building papers or roofing felt and flashing; marks location for each row of shingles or tile, nailing to roof sheathing in overlapping courses. Installs and repairs barrel mission type tile to roof; installs three ply hot mop decking; sets and secures framing, mops it and sets tile.

HAZARDOUS WASTE HANDLER

A skilled technician trained and experienced at handling PCBs with a thorough knowledge of safety, including respiratory protection, protective clothing and its usage, spill prevention and hygiene. Hazardous Waste Handlers prepare for and remove hazardous materials; select, maintain, and operate materials, tools, equipment and supplies required for hazardous waste removal, and performs operations including handling, loading, draining, manifest requirements, spill control, clean-up, sampling, and supervision of helpers.

ELECTRICAL EQUIPMENT WORKER

Performs a variety of duties and related tasks associated with the fabrication, repair, and maintenance of Electrical Training Devices.

Works along or with higher graded worker in the design, construction, installation and maintenance of full scale Training Aids, devices, and exhibits, electrical systems, and components. Makes repairs that can be accomplished by removing, replacing, tightening, splicing, and soldering broken, worn, or damaged wiring, switches, control circuits, panels, relays, etc. 50%

performs the common, most typical tasks involved in the modification of systems and equipment to simulate any operational function or malfunction and to emphasize critical

malfunctioning by designing and building intricate switch and control systems, using plastic housing or cut-away designs which are not available commercially. 25%

Installs, repairs, and maintains a variety of electronic components and equipment. Works with tools of the trade to remove components from various exhibits or training devices for testing, repair and replacement. 25%

Maintains and repairs electrical tools and equipment used by training aids shop in constructing training devices. 10%

Performs other duties as assigned.

DATE 08/08/1992

78-1030 (Rev. 22)

WAGE DETERMINATION

- 1/ HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans: Employer contributions costing an average of \$2.23 per hour computed on the basis of all hours worked by service employees employed on the contract.
- 2/ VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years of service. Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)
- 3/ HOLIDAYS: 10 paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the name holidays another day off with pay in accordance with a plan communicated to the employees involved.)
- 4/ The term "Service employee" does not include any employee who qualifies as an executive, administrative, or professional employee as those terms are identified in Regulations, Part 541, issued under the Fair Labor Standards Act. (See CFR, Part 541).

NOTE: The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classes of employees and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agencies' recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6 (b)(2) of Regulations 29 CFR 4)

UNIFORM ALLOWANCE: If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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NOTE: The duties of employees under job titles listed are those described in the Service Contract Act Directory of Occupations, Second Edition, July 1986, unless otherwise indicated. See also 29 CFR part 4 Section 4.152.

***** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS *****

PHOTO LAB TECHNICIAN

The photo lab technician must be able to process and evaluate the quality of the exposed rolls of aerial film, annotate the film with required identifying numbers and letters, make and process contact prints from aerial film, and make to scale project photoindexes of the mosaicked strips of aerial photography by use of a copy camera.

AMENDMENT OF SOLICITATION MODIFICATION OF CONTRACT		INTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 7	3. EFFECTIVE DATE OCT 23 1992	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(If applicable)</i>
6. ISSUED BY CODE		7. ADMINISTERED BY <i>(If other than item 6)</i> CODE	
National Aeronautics and Space Administration Langley Research Center Hampton, VA 23665-5225			
3. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i> The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED <i>(SEE ITEM 11)</i>
		✓	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470
			10B. DATED <i>(SEE ITEM 13)</i> 11/1/91
CODE	FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above number solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT 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 <i>(If Required)</i> See Page 2			
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: <i>(Specify Authority)</i> 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 <i>(such as changes in paying office, appropriation date, etc)</i> 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 <i>(Specify type of modification and authority)</i>		
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION <i>(Organized by UCF section headings, including solicitation/contract subject matter where feasible)</i> The purpose of this modification is to add \$38,000 in incremental funding pursuant to the Section I clause entitled "Limitation of Funds" and to change Article H-1., Contract Funding, accordingly. The contract is hereby revised as follows: <div style="text-align: center;">(Continued on Attached Page) FILE COPY</div>			
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 <i>(Type or Print)</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or Print)</i> Rosemary C. Froehlich	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Rosemary C. Froehlich</i> <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 10-23-92

I. Article H-1., Contract Funding, is hereby replaced by the following to reflect a funding increase of \$38,000, of which \$30,006 is added to cost and \$7,994 is added to fee:

"H.1 Contract Funding (NASA 18-52.232-81 [Jun 1990])

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$1,055,346, and covers the following period of performance: November 1, 1991 through October 31, 1992.

(b) An additional amount of \$80,000 is obligated under this contract for payment of fee."

All other contract provisions remain unchanged.

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
Mod. 7	0	0	0	38,000	0
	<u>\$1,257,900</u>	<u>\$ 80,000</u>	<u>\$1,337,900</u>	<u>\$1,135,346*</u>	<u>19,950</u>

*Includes \$1,055,346 for cost and \$80,000 for fee.

Accounting and Appropriation Data:

<u>PR</u>	<u>RTR</u>	<u>JO</u>	<u>Amount</u>	
5100.3584	992-10-06-02	M2067	<u>\$38,000</u>	(Partial)
		Total	\$38,000	

2. AMENDMENT/MODIFICATION NO. 6	3. EFFECTIVE DATE OCT 16 1992	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23665-5225	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
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3. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	✓	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470
		10B. DATED (SEE ITEM 13) 11/1/91

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above number 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 ACKNOWLEDGEMENT 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.
- ✓ 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)
 The purpose of this modification is to adjust the funded through date pursuant to the Section I clause entitled "Limitation of Funds" and to change Article H-1., Contract Funding, accordingly. The contract is hereby revised as follows:

(Continued on Attached Page) FILE 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) Mary Jane Yeager
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY <i>Mary Jane Yeager</i> <i>(Signature of Contracting Officer)</i>
	16C. DATE SIGNED

I. Article H-1., Contract Funding, is hereby replaced by the following to reflect a change in the period of performance date:

"H.1 Contract Funding (NASA 18-52.232-81 [Jun 1990])

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$1,025,340, and covers the following period of performance: November 1, 1991 through October 23, 1992.

(b) An additional amount of \$72,006 is obligated under this contract for payment of fee."

All other contract provisions remain unchanged.

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
Mod. 6	0	0	0	0	0
	<u>\$1,257,900</u>	<u>\$ 80,000</u>	<u>\$1,337,900</u>	<u>\$1,097,346*</u>	<u>19,950</u>

*Includes \$1,025,340 for cost and \$72,006 for fee.

AMENDMENT OF SOLICITATION MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 OF 2
2. AMENDMENT/MODIFICATION NO. 5	3. EFFECTIVE DATE SEP 24 1992	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than item 5) CODE	
National Aeronautics and Space Administration Langley Research Center Hampton, VA 23665-5225			
3. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(✓)	9A. AMENDMENT OF SOLICITATION NO.
The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669			9B. DATED (SEE ITEM 11)
		✓	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470
			10B. DATED (SEE ITEM 13) 11/1/91
CODE	FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above number solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT 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.		
✓	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 <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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 purpose of this modification is to adjust the funded through date and funding distribution pursuant to the Section I clause entitled "Limitation of Funds" and to change Article H-1., Contract Funding, accordingly. The contract is hereby revised as follows: <p style="text-align: center;">(Continued on Attached Page)</p>			
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) Mary Jane Yeager	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary Jane Yeager (Signature of Contracting Officer)	16C. DATE SIGNED 9-24-92

I. Article H-1., Contract Funding, is hereby replaced by the following to reflect a decrease of \$7,153 in cost funding and an increase of \$7,153 in fee funding, and a change in the period of performance date:

"H.1 Contract Funding (NASA 18-52.232-81 [Jun 1990])

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$1,025,340, and covers the following period of performance: November 1, 1991 through october 16, 1992.

(b) An additional amount of \$72,006 is obligated under this contract for payment of fee."

All other contract provisions remain unchanged.

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
Mod. 5	0	0	0	0	0
	<u>\$1,257,900</u>	<u>\$ 80,000</u>	<u>\$1,337,900</u>	<u>\$1,097,346*</u>	<u>19,950</u>

*Includes \$1,025,340 for cost and \$72,006 for fee.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CO.	CT ID CODE	PAGE OF PAGES		
			1	2	

2. AMENDMENT/MODIFICATION NO. 4	3. EFFECTIVE DATE JUL 13 1992	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23665-5225	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	✓	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470
		10B. DATED (SEE ITEM 13) 11/1/91

CODE	FACILITY CODE
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above number 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 ACKNOWLEDGEMENT 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 2

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)

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 purpose of this modification is to add \$8,346 in incremental funding pursuant to the Section I clause entitled "Limitation of Funds" and to change Article H-1., Contract Funding, accordingly. The contract is hereby revised as follows:

FILE COPY

(Continued on Attached Page)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or Print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) Mary Jane Yeager
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY <i>Mary Jane Yeager</i> <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 7-13-92

I. Article H-1., Contract Funding, is hereby replaced by the following to reflect a funding increase of \$8,346, of which \$0 is added to cost and \$8,346 is added to fee:

"H.1 Contract Funding (NASA 18-52.232-81 [Jun 1990])

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$1,032,493, and covers the following period of performance: November 1, 1991 through September 30, 1992.

(b) An additional amount of \$64,853 is obligated under this contract for payment of fee."

All other contract provisions remain unchanged.

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
Mod. 4	0	0	0	8,346	0
	<u>\$1,257,900</u>	<u>\$ 80,000</u>	<u>\$1,337,900</u>	<u>\$1,097,346*</u>	<u>19,950</u>

*Includes \$1,032,493 for cost and \$64,853 for fee.

Appropriation and Accounting Data:

<u>PR</u>	<u>RTR</u>	<u>JO</u>	<u>Amount</u>
5700.2326	492-20-05-23	202-770	<u>\$8,346</u> (Complete)
		Total	<u>\$8,346</u>

2. AMENDMENT/MODIFICATION NO. 3	3. EFFECTIVE DATE APR 22 1992	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE National Aeronautics and Space Administration Langley Research Center Hampton, VA 23665-5225	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	(✓)	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470
		10B. DATED (SEE ITEM 13) 11/1/91

CCODE _____ FACILITY CODE _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above number 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 ACKNOWLEDGEMENT 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 2

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)

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 purpose of this modification is to add \$419,607 in incremental funding pursuant to the Section I clause entitled "Limitation of Funds" and to change Article H-1., Contract Funding, accordingly. The contract is hereby revised as follows:

THE COPY

(Continued on Attached Page)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or Print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) Mary Jane Yeager
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY <i>Mary Jane Yeager</i> <i>(Signature of Contracting Officer)</i>
	16C. DATE SIGNED 4-22-92

I. Article H-1., Contract Funding, is hereby replaced by the following to reflect a funding increase of \$419,607, of which \$404,393 is added to cost and \$15,214 is added to fee:

"H.1 Contract Funding (NASA 18-52.232-81 [Jun 1990])

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$1,032,493, and covers the following period of performance: November 1, 1991 through September 30, 1992.

(b) An additional amount of \$56,507 is obligated under this contract for payment of fee."

All other contract provisions remain unchanged.

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	\$ 0	19,950
Mod. 1	0	0	0	339,393	0
Mod. 2	0	0	0	330,000	0
Mod. 3	0	0	0	419,607	0
	<u>\$1,257,900</u>	<u>\$ 80,000</u>	<u>\$1,337,900</u>	<u>\$1,089,000*</u>	<u>19,950</u>

*Includes \$1,032,493 for cost and \$56,507 for fee.

Appropriation and Accounting Data:

<u>PR</u>	<u>RTR</u>	<u>JO</u>	<u>Amount</u>
5100.3584	023-10-06-11	A2528	\$250,330 (Partial)
5100.3584	023-10-06-11	A2849	<u>169,277</u> (Partial)
		Total	\$419,607

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT				CONTRACT ID CODE	PAGE OF PAGE
				1	2
2. AMENDMENT/MODIFICATION NO. 2		3. EFFECTIVE DATE JAN 17 1992		5. PROJECT NO. (If applicable)	
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23665-5225		7. ADMINISTERED BY (If other than Item 6)			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) The Bionetics Corporation Tenth Floor, Suite 1000 Harbour Centre Building 2 Eaton Street Hampton, VA 23669				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-19470	
				10B. DATED (SEE ITEM 13) 11/1/91	
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 Page 2

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying off 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)

The purpose of this modification is to add \$330,000 in incremental funding pursuant to the Section I clause entitled "Limitation of Funds" and to change Article H-1., Contract Funding, accordingly. The contract is hereby revised as follows:

(Continued on Attached Page)

FILE 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)	
		Mary Jane Yeager	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY <u>Mary Jane Yeager</u> (Signature of Contracting Officer)	1-17-91

I. Article H-1., Contract Funding, is hereby replaced by the following to reflect a funding increase of \$330,000, of which \$309,000 is added to cost and \$21,000 is added to fee:

"H.1 Contract Funding (NASA 18-52.232-81 [Jun 1990])

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$628,100, and covers the following period of performance: November 1, 1991 through May 31, 1992.

(b) An additional amount of \$41,293 is obligated under this contract for payment of fee."

All other contract provisions remain unchanged.

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	0	19,950
Mod. 1	0	0	0	\$339,393	0
Mod. 2	0	0	0	\$330,000	0
	<u>\$1,257,900</u>	<u>\$ 80,000</u>	<u>\$1,337,900</u>	<u>\$669,393*</u>	<u>19,950</u>

*Includes \$628,100 for cost and \$41,293 for fee.

Appropriation and Accounting Data:

<u>PR</u>	<u>RTR</u>	<u>JO</u>	<u>Amount</u>
5100.3584	023-10-06-11	A2528	\$ 85,000 (Partial)
5100.3584	023-10-06-11	A2849	<u>\$245,000</u> (Partial)
		Total	<u>\$330,000</u>

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE PAGE OF PAGE
1 3

2. AMENDMENT/MODIFICATION NO. **1** 3. EFFECTIVE DATE **NOV 07 1991** 4. REQUISITION/PURCHASE REQ. NO. **See Block 12** 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE National Aeronautics and Space Administration
Langley Research Center
Hampton, VA 23665-5225

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
**The Bionetics Corporation
Tenth Floor, Suite 1000
Harbour Centre Building
2 Eaton Street
Hampton, VA 23669**

9A. AMENDMENT OF SOLICITATION NO. (Y)

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. **NAS1-19470**

10B. DATED (SEE ITEM 13) **11/1/91**

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 Page 2

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.

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.)

The purpose of this modification is to allot \$339,393 in incremental funding pursuant to the Section I clause entitled "Limitation of Funds" in paragraphs a. and b. of Article H-1., Contract Funding and to incorporate the most recent revision of the Wage Determination. The total amounts allotted for purposes of payment of cost and fixed fee are increased by \$319,100 and \$20,293, respectively. The allotment period is from November 1, 1991 to January 30, 1992.

FILE COPY

(Continued on Attached Page)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Mary Jane Yeager

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
BY *Mary Jane Yeager* **11-7-91**
(Signature of person authorized to sign) (Signature of Contracting Officer)

I. Article H-1., Contract Funding, paragraphs a. and b. are stated as follows:

"H.1 Contract Funding (NASA 18-52.232-81 [Jun 1990])

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$319,100, and covers the following period of performance: November 1, 1991 through January 30, 1992.

(b) An additional amount of \$20,293 is obligated under this contract for payment of fee."

II. Article H-12., Wage Determinations and Fringe Benefits -- Alternate I, is hereby revised to include Wage Determination 78-1030 (Rev 21), and 87-0209 (Rev 8) which are applicable to the base period and dated September 18, 1991. The article is deleted in its entirety and restated as follows:

"H.12 WAGE DETERMINATIONS AND FRINGE BENEFITS
(LaRC 52.237-90) (NOV 1990)--ALTERNATE I (NOV 1990)

The following Registers of Wage Determinations and Fringe Benefits list the wage rate benefits for designated labor classifications which shall be the minimum paid under this contract. See Exhibit D for a copy of these Wage Determinations.

<u>Number</u>	<u>Revision</u>	<u>Effective Date</u>
78-1030	21	September 18, 1991
87-0209	8	September 18, 1991

These determinations constitute the "attachment" as referred to in paragraph (a), Compensation, of the Section I clause entitled "Service Contract Act of 1965, As Amended."

III. Section J., Exhibit D, Register of Wage Determination and Fringe Benefits 78-1030 (Rev. 20) and 87-0209 (Rev 7) is hereby deleted and replaced with Wage Determination 78-1030 (Rev 21) and 87-0209 (Rev 8), both of which are dated September 18, 1991, and attached to this modification.

All other contract provisions remain unchanged.

CONTRACT TABULATION

	<u>Est. Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>	<u>Funding</u>	<u>LOE</u>
Basic	\$1,257,900	\$ 80,000	\$1,337,900	0	19,950
Mod. 1	<u>0</u>	<u>0</u>	<u>0</u>	<u>\$339,393</u>	<u>0</u>
	\$1,257,900	\$ 80,000	\$1,337,900	\$339,393*	19,950

*Includes \$319,100 for cost and \$20,293 for fee.

Block 12, Appropriation and Accounting Data:

<u>PR</u>	<u>RTR</u>	<u>JO</u>	<u>Amount</u>
5100.3584	023-10-06-11	A2528	\$ 86,670 (Partial)
5100.3584	023-10-06-11	A2849	<u>\$252,723</u> (Partial)
		Total	\$339,393

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

[Signature]

Alan L. Moss Division of
 Director Wage Determinations

LOCALITY	State: Virginia
	Area: VA COUNTIES: HAMPTON

Wage Determination No.: 78-1030 (Rev. 21)	Date: 09/18/1991		
Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday
	Other		

Class of Service Employees

Employed on contracts for Administrative, Clerical, and Technical services at NASA Langley Research Center in the above locality:

- | | |
|-------------------------|-------|
| 1. Accounting Clerk I | 6.31 |
| 2. Accounting Clerk II | 7.91 |
| 3. Accounting Clerk III | 8.24 |
| 4. Accounting Clerk IV | 9.99 |
| 5. File Clerk I | 5.00 |
| 6. File Clerk II | 5.54 |
| 7. File Clerk III | 6.76 |
| 8. Inventory Clerk | 5.23 |
| 9. Messenger | 5.40 |
| 10. Order Clerk I | 6.15 |
| 11. Order Clerk II | 8.06 |
| 12. Payroll Clerk | 7.28 |
| 13. Receptionist | 5.91 |
| 14. Secretary I | 7.25 |
| 15. Secretary II | 8.38 |
| 16. Secretary III | 8.92 |
| 17. Secretary IV | 9.79 |
| 18. Secretary V | 10.23 |
| 19. Stenographer I | 7.34 |

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor



Alan L. Moss
 Director
 Division of
 Wage Determinations

LOCALITY	State: Virginia		
	Area: VA COUNTIES: HAMPTON		
	Wage Determination No.: 78-1030 (Rev. 21)		Date: 09/18/1991
Minimum Hourly Wage	Fringe Benefit Payments		
	Health & Welfare	Vacation	Holiday Other

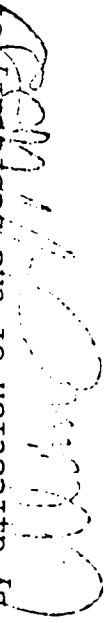
Class of Service Employees

21. Switchboard Operator	\$ 6.11
22. Switchboard Operator-	\$ 6.41
23. Receptionist	\$ 6.20
24. Typist I	\$ 7.41
25. Typist II	\$ 6.21
26. Word Processor I	\$ 7.70
27. Word Processor II	\$ 7.18
28. Computer Data Librarian	\$ 7.45
29. Computer Operator I	\$ 8.74
30. Computer Operator II	\$ 10.45
31. Computer Operator III	\$ 12.01
32. Computer Operator IV	\$ 10.53
33. Computer Programmer I 4/	\$ 13.02
34. Computer Programmer II 4/	\$ 15.46
35. Computer Programmer III 4/	\$ 14.13
36. Computer Systems Analyst I 4/	\$ 15.98
37. Computer Systems Analyst II 4/	\$ 18.65
38. Computer Systems Analyst III 4/	\$ 6.13
39. Key Entry Operator I	\$ 7.59
40. Key Entry Operator II	\$ 6.96
41. Peripheral Equipment Operator	\$ 12.61
42. Aircraft Mechanic	\$ 11.52
43. Aircraft Worker	\$ 6.82
44. Drafter I	\$

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor



Alan L. Moss Division of
 Director Wage Determinations

LOCALITY	State: Virginia
	Area: VA COUNTIES: HAMPTON

Wage Determination No.: 78-1030 (Rev. 21) Date: 09/18/1991

Class of Service Employees	Minimum Hourly Wage	Fringe Benefit Payments			
		Health & Welfare	Vacation	Holiday	Other
44. Drafter II	\$ 8.50				
45. Drafter III	\$ 10.36				
46. Drafter IV	\$ 12.99				
47. Drafter V	\$ 15.80				
48. Technician I	\$ 8.00				
49. Technician II	\$ 9.91				
50. Technician III	\$ 11.93				
51. Photo Lab Technician	\$ 7.75				
52. Emergency Medical Technician 4/	\$ 9.71				
53. Registered Industrial Nurse 4/	\$ 13.00				
54. A/C Sheetmetal Mechanic	\$ 12.61				

Fringe benefits applicable to all classes of service employees engaged in contract performance:

1/ 2/ 3/

- 1/ HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans: Employer contributions costing an average of \$2.07 per hour computed on the basis of all hours worked by service employees employed on the contract.
- 2/ VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years of service. Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)
- 3/ HOLIDAYS: 10 paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)
- 4/ The term "Service employee" does not include any employee who qualifies as an executive, administrative, or professional employee as those terms are identified in Regulations, Part 541, issued under the Fair Labor Standards Act. (See CFR, Part 541).

NOTE: The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agencies' recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6 (b)(2) of Regulations 29 CFR 4)

UNIFORM ALLOWANCE: If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.80 a week (or 76 cents a day); and effective April 1, 1991, the note shall be \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.