

FEB 05 2002

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF
2. AMENDMENT/MODIFICATION NO 015	3. EFFECTIVE DATE 12/17/2001	4. REQUISITION/PURCHASE REQ NO. DAF form	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: T-7-I-2 Contract Management Branch Washington DC 20555	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) GSE Power Systems, Inc. 9189 Red Branch Road Columbia, MD 21045		(X)	9A. AMENDMENT OF SOLICITATION NO
			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-26-96-265
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	X	06-12-1996

DUPLICATE ORIGINAL

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment of each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) See attached continuation sheets

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).

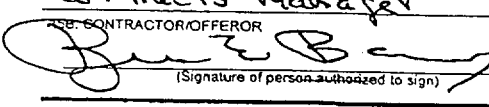
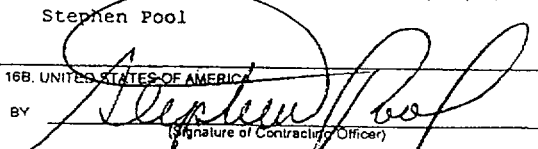
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.216-7 Allowable Cost and Payment

D. OTHER (Specify type of modification and authority)

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

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

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) BRIAN E. BARNES Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephen Pool
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12/21/01
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 12-17-2001

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CONTINUATION PAGE

The purpose of this contract modification is deobligate excess funds under the cost appropriation of the contract and make a corresponding reduction to the estimated cost ceiling of the contract. Accordingly, the contract is hereby modified as follows:

1. As a result of deobligating excess funds, the estimated cost fee of the contract is decreased as shown below:

	Thru Mod 14	Decreased by Mod 13	New Contract Totals
Est Cost	\$4,709,687	\$42,236.15	\$4,660,450.85
Fixed Fee	\$ 348,104	0	\$ 348,104.00
CPFF	\$5,057,791	\$42,236.15	\$5,015,554.85

2. In addition, \$49,236.15 in funds is hereby deobligated from the contract accounting lines shown below.

JCN	B&R	BOC	Amount
U7021	6-7M60-817202	252A	-\$1,552.00
R9425	6-7M50-700000	252A	-\$3,898.50
R9525	6-7M40-022000	252A	-\$5,807.85
R9525	6-7M40-022000	251B	-\$1,035.00
U9421	7-7M50-700001	252A	-\$7,836.00
R9625	7-7M40-023000	3190	-\$7,498.45
U9521	7-7M40-022000	252A	-\$7,759.00
U9521	7-7M40-022000	3190	-\$ 437.50
U9700	8-7M40-026000	251B	-\$4,148.60
U9700	8-7M40-026000	251B	-\$ 172.55
R9800	9-7M40-401430	252A	-\$2,090.70
Total			-\$42,236.15

3. Section B.3 "Consideration and Obligation" is hereby replaced by the revised Section B.3 below:

B.3 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988)

(a) The total estimated cost to the Government for full performance of the contract (basic contract and all exercised options) is \$5,015,554.85 of which the sum of \$4,660,540.85 represents the estimated reimbursable costs, and of which \$348,104 represents the fixed fee.

(b) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.

(c) The amount currently obligated by the Government with respect to this contract is \$5,015,554.85.

4. All other terms and conditions remain unchanged.