

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE		PAGE 1 OF PAGES	
2. AMENDMENT/MODIFICATION NO. 016	3. EFFECTIVE DATE 7-22-2003	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		7. ADMINISTERED BY (If other than Item 6) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555	

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
	X	10B. DATED (SEE ITEM 13) 06-12-1996

**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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral FAR 52.216-7 Allowable Cost and Payment

**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) JAY B UMHOLTZ DIRECTOR, CONTRACTS	15B. CONTRACTOR/OFFEROR <i>Jay B Umholtz</i> (Signature of person authorized to sign)	15C. DATE SIGNED 7/30/03	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary H. Mace	16B. UNITED STATES OF AMERICA BY <i>Mary H. Mace</i> (Signature of Contracting Officer)	16C. DATE SIGNED 07-22-2003
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CONTINUATION PAGE

The purpose of this contract modification is establish the final allowable costs under the contract, final disbursement of funds and deobligation of balances not owed the contractor. Accordingly, the contract is hereby modified as follows:

1. As established by final audit, the final allowable cost and fee under this contract and the calculation for the final deobligation and disbursement are set forth as follows:

- 1. Total allowable costs: \$4,619,137
- 2. Fixed fee: \$ 348,104
- 3. Total CPFF allowable: \$4,967,241
- 4. Total payments to date:\$4,966,185.15
- 5. Total owed to contractor:\$ 1,055.85
- 6. Total retained fee to be deobligated: \$ 48,780.60

The \$1055.85 owed to the contractor will be paid upon submission by the contractor of

- 1. Revised final invoice in the amount of \$1055.85
- 2. Final contractor release (see attached format) in the amount of \$4,967,241.
- 3. Executed general assignment (see form attached)
- 4. Final property and copyright certifications (see forms attached).

2. \$48,780.60 in funds is hereby deobligated from the contract accounting lines shown below.

JCN	B&R	BOC	Amount	
R9800	9-7M40-401430	252A	-\$2,023.45	(leave \$1055.85 for final payment)
R9900	9-7M40-401440	252A	-\$12,070.15	
R9801	9-7M40-401430	252A	-\$13,536.00	
R9603	9-7M40-401415	252A	-\$14,562.00	
R9405	9-7M50-401520	252A	-\$1,189.00	
R9406	9-7M50-401520	252A	-\$3,371.00	
R9408	9-7M50-401520	252A	-\$2,029.00	
Total			-\$48,780.60	

3. All other terms and conditions remain unchanged.