| AMENDMENT OF SOLICITATION/MO  | ODIFICATION OF CONTI                                 | RACI BPA NO.<br>NRC-36-06-347                                    | I. CONTRACT II                    | CODE              | PAGE OF PAGE                           | zs<br>2     |
|---|--|--|-----------------------------------|-------------------|--|-------------|
| 2. AMENDMENT/MODIFICATION NO. 001   | 3. EFFECTIVE DATE Selv 15 C. below                   | A REQUISITION/PURCHASE REQ. N<br>OIG-06-347                      | o                                 | 5. PROJECT NO.    | (If applicable)                        |             |
| Z ISSUED BY   | 3100   | 7. ADMINISTERED BY (Li other tha                                 | n Item 6)                         |                   | 3100                                   |             |
| U.S. Nuclear Regulatory Commission Div. of Contracts Attn:  | DE C.  | U.S. Nuclear Regulator<br>Div. of Contracts<br>Mail Stop T-7-I-2 | y Commission                      | CODE              |  |             |
| Mail Stop T-7-I-2<br>Washington, DC 20555   |  | Washington, DC 20555   |                                   |                   | •                                      |             |
| NAME AND ADDRESS OF CONTRACTOR (No., arrest, county, St   | title and ZIP Code)                                  | <u> </u>   | (X) 9A. AMENDMENT O               | F SOLICITATION NO | t .                                    |             |
|   |  |  |                                   |                   |  |             |
| KATOR PARKS & WEISER P LLC  |  | <i>.</i>   | 9B. DATED (SEE I                  | EM 11)            |  |             |
| 1020 19TH ST NW STE 350   | · .  |  | 10A. MODIFICATION<br>NRC-36-06-34 | OF CONTRACT/OR    | der no.                                |             |
| WASHINGTON DC 200366107   |  |  | 10B. DATED (SEE                   |                   | ······································ |             |
| ODE.  | FACILITY CODE  |  | X 06-23-2006                      | ,                 |  |             |
|   | TEM ONLY APPLIES TO                                  | AMENDMENTS OF S  | OLICITATIONS                      | ···               |  |             |
| NOWLEDGMENT TO BE RECEIVED AT THE PLAC<br>ESULT IN REJECTION OF YOUR OFFER. If by virtue<br>to telegram or letter, provided each telegram or letter maked<br>add date specified.  ACCOUNTING AND APPROPRIATION DATA (If required) | of this amendment you desire to char                 | ge an offer already submitted,                                   | such change may be ma             |                   |  |             |
|   | N/A  |  |                                   |                   |  |             |
| 13. THIS ITEM   | APPLIES ONLY TO MOD                                  | IFICATIONS OF CON  | TRACTS/ORDE                       | RS,               |  |             |
|   | ES THE CONTRACT/ORD                                  |  |                                   |                   | ·                                      |             |
| (X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify a  | uthority) THE CHANGES SET FORTH IN ITEM              | ARE MADE IN THE CONTRACT OR                                      | DER NO. IN ITEM 10A.              | •                 |  |             |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED<br>SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF  |  | TES (such as changen in poying                                   | office, appropriation date, etc.) |                   |  |             |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PU   | RSUANT TO AUTHORITY OF:                              |  |                                   |                   |  |             |
| D. OTHER (Specify type of modification and authority)   | BILATERAL, MUTUAL AGREEN                             | MENT OF THE PARTIES  |                                   |                   |  |             |
| . IMPORTANT: Contractor is not,   | is required to sign this document a                  | nd return copies   | to the issuing office.            |                   | · · · · · · · · · · · · · · · · · · ·  | <del></del> |
| DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by   | y UCF section headings, including solicitation/contr | nci unbject muter where feusible.)                               |                                   | ·· ····           |  |             |
| See the continuation pages.   |  |  |                                   |                   |  |             |
|   |  |  | •                                 | . ,               |  |             |
|   |  | •  | •                                 |                   |  | ,           |
| ·   |  |  |                                   |                   |  |             |
|   |  |  |                                   |                   |  |             |
|   |  |  |                                   |                   | -                                      |             |
|   |  |  |                                   | •                 |  |             |
| x cept as provided herein, all terms and conditions of the document referenced  | i is liom 9A or 10A, as heretofore changed, remains  | unchanged and in full force and effect.                          |                                   |                   | •                                      |             |
| SA. NAME AND TITLE OF SIGNER (Type or print)  | Across =   | 16A. NAME AND TITLE OF CONTRAC<br>Donald A. King                 | TING OFFICER (Type                | or print)         |  |             |
| 1 ( ) Ichal Karal V   | اللاالهام  | Contracting Officer  | 2                                 | <del>/</del>      | ·                                      | *******     |
| SB. CONTRACTOR/OPFEROR  | ISC. DATE SIGNED                                     | BY ATTES OF AMELICA  | VA 155                            | 30                | C. DATE SIGNED                         | 101         |
| (Signuture of person multiprized to sign)   | K)/X/VW  |  | Contracting Officer)              |                   | 1114/1                                 | عالما       |

SUNSI REVIEW COMPLETE

ADMO02

STANDARD FORM 30 (REV. 10-83)

NRC-36-06-347 Modification No. 1 Page 2 of 2

The purpose of this modification is to:

- 1) revised the BPA statement of work to include a requirement of adding additional technical expert (forensic psychiatrist(s). As a result, the BPA scheduled is revised to add the forensic psychiatrist labor category; and
- 2) increase the BPA estimated amount.

Accordingly, the following section of the task order is hereby modified:

- 1. Attachment no. 1 to the BPA is deleted entirely and the attached Attachment No. 1 is substituted in-lieu thereof. (See attachment no. 1 to this modification.)
- 2. Attachment no. 3 to the BPA is modified in accordance with the attached addendum (See attachment no. 2 to this modification).
- 3. The estimated BPA amount is increased by \$12,000 from \$539,000 to \$551,000. (See attachment no. 1 to this modification.)

This modification does not obligate any funds.

All other terms and conditions remain unchanged.

#### **ATTACHMENT NO. 1**

NRC-36-06-347 SCHEDULE A MODIFICATION NO. 1

#### **CONTINUATION PAGE**

# SCHEDULE OF SUPPLIES OR SERVICES AND PRICE/COSTS

## 1 PROJECT TITLE

The title of this project is as follows:

#### **EXPERT LEGAL ASSISTANCE**

### 2. BRIEF DESCRIPTION OF WORK

a) Brief description of work:

The U.S. Nuclear Regulatory Commission requires contractor support to provide: expert legal assistance and expert forensic psychiatric and/or psychological services to the Office of the Inspector General (OIG) in Rockville, Maryland in time sensitive matters involving potential Federal employees misconduct. Services include, but are not limited to, assisting in the review, evaluation and assessment of the merits of the investigation into employees misconduct and related matters for OIG management and providing high quality counsel, advice and representation in negotiations and/or litigations if warranted.

(b) Only Contracting Officers of the NRC or other individuals specifically authorized under this basic ordering agreement may authorize the initiation of work under this basic ordering agreement. The provisions of this basic ordering agreement shall govern all required work hereunder.

#### 3. SCHEDULE

The Contractor shall provide Expert Legal Assistance support services to NRC in accordance with the "DESCRIPTION/SPECIFICATIONS/WORK STATEMENT" for the basic ordering agreement period of performance at the rates as set forth below.

June 19, 2006 - June 18, 2007

CLIN 0001 - Basic Requirement

| Labor Category            | Labor Rate | Estimated<br>Hours | Estimated amount |
|---------------------------|------------|--------------------|------------------|
| Senior attorney/partner   |            |                    | \$16,000         |
| Senior associate attorney |            |                    | \$12,000         |
| Forensic Psychiatric      |            |                    | \$10,800         |
| Neuropsychologist         |            |                    | \$1,000          |
| Subtotal                  |            |                    | \$35,300         |

CLIN 0002 - Optional Requirement

| Labor Category            | Labor Rate | Estimated<br>Hours                      | Estimated amount |
|---------------------------|------------|---|------------------|
| Senior attorney/partner   |            | # 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | \$40,000         |
| Senior associate attorney |            |   | \$30,000         |
| Subtotal                  |            | and the s                               | \$70,000         |

# June 19, 2007 - June 18, 2008

CLIN 0003 - Basic Requirement

| Labor Category            | Labor Rate | Estimated<br>Hours | Estimated amount |
|---------------------------|------------|--------------------|------------------|
| Senior attorney/partner   |            |                    | \$16,800         |
| Senior associate attorney |            |                    | \$12,600         |
| Subtotal                  |            |                    | \$29,400         |

CLIN 0004 - Optional Requirement

| Labor Category          | Labor Rate | Estimated<br>Hours | Estimated amount |
|-------------------------|------------|--------------------|------------------|
| Senior attorney/partner |            |                    | \$42,000         |

## ATTACHMENT NO. 1

| Senior associate attorney |  | \$31,500 |
|---------------------------|--|----------|
| Subtotal                  |  | \$73,500 |

# June 19, 2008 - June 18, 2009

CLIN 0005 - Basic Requirement

| Labor Category            | Labor Rate | Estimated<br>Hours | Estimated amount |
|---------------------------|------------|--------------------|------------------|
| Senior attorney/partner   |            |                    | \$17,600         |
| Senior associate attorney |            |                    | \$13,200         |
| Subtotal                  |            |                    | \$30,800         |

CLIN 0006 - Optional Requirement

| Labor Category            | Labor Rate | Estimated<br>Hours | Estimated amount |
|---------------------------|------------|--------------------|------------------|
| Senior attorney/partner   |            |                    | \$44,000         |
| Senior associate attorney |            |                    | \$33,000         |
| Subtotal                  |            |                    | \$77,000         |

# June 19, 2009 - June 18, 20010

CLIN 0007 - Basic Requirement

| Labor Category            | Labor Rate | Estimated<br>Hours | Estimated amount |
|---------------------------|------------|--------------------|------------------|
| Senior attorney/partner   |            |                    | \$18,400         |
| Senior associate attorney |            |                    | \$13,380         |
| Subtotal                  |            |                    | \$32,200         |

CLIN 0008 - Optional Requirement

| Labor Category          | Labor Rate | Estimated<br>Hours | Estimated amount |
|-------------------------|------------|--------------------|------------------|
| Senior attorney/partner |            |                    | \$46,000         |

## ATTACHMENT NO. 1

| Senior associate attorney |   | \$34,500 |
|---------------------------|---|----------|
| Subtotal                  | ٧ | \$80,500 |

# June 19, 2010 - June 18, 2011

CLIN 0009 - Basic Requirement

| Labor Category            | Labor Rate   | Estimated<br>Hours | Estimated amount |
|---------------------------|--------------|--------------------|------------------|
| Senior attorney/partner   |              |                    | \$19,200         |
| Senior associate attorney | The state of | SHE WAY            | \$14,400         |
| Subtotal                  |              |                    | \$33,600         |

CLIN 0010 - Optional Requirement

| Labor Category            | Labor Rate | Estimated<br>Hours | Estimated amount |
|---------------------------|------------|--------------------|------------------|
| Senior attorney/partner   |            |                    | \$48,000         |
| Senior associate attorney |            |                    | \$36,000         |
| Subtotal                  |            | malle to pe        | \$84,000         |

## **TOTAL ESTIMATED LABOR**



\$539,000

# CLIN 0011 - ESTIMATED TRAVEL/MISCELLANEOUS

| Category  |  | Total Estimated Costs |
|---|--|-----------------------|
| Travel (Cost Reimbursable) The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. Hotel reservations will be made by the contractor and will be reimbursed for actual costs only, with back up documentation/ receipts attached to the invoice. NO PAYMENT WILL BE MADE WITHOUT BACK UP DOCUMENTATION/RECEIPTS. |  | \$500.00              |

#### ATTACHMENT NO. 1

| Psychological test scoring |  |
|----------------------------|--|
| Subtotal                   |  |

## **ESTIMATED TOTAL - Labor and Travel**

\$551,500

The fixed unit price of each line item shown above to meet requirements as delineated in Section entitled "Statement of Work," shall include all cost deemed necessary by the contractor.

# C). Place of Delivery

The support services shall be delivered to the NRC headquarters office located at the following address:

U.S. Nuclear Regulatory commission Office of the Inspector General ATTN.: Maryann Grodin, M/S T5-D28 11545 Rockville Pike Rockville, Maryland 20852-2738