

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

BPA NO.

1. CONTRACT ID CODE

PAGE 1 OF PAGE: 3

2. AMENDMENT/MODIFICATION NO.  
001

3. EFFECTIVE DATE  
See block 15c

4. REQUISITION/PURCHASE REQ. NO.  
RES-C07-178

5. PROJECT NO.(if applicable)

6. ISSUED BY  
CODE 3100  
U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Attn: Adelis M Rodriguez  
Mail Stop T-7-I-2  
Washington, DC 20555

7. ADMINISTERED BY (if other than Item 6)  
CODE 3100  
U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Mail Stop T-7-I-2  
Attn: Michael Mills  
Washington, DC 20555

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

ENERGY RESEARCH INC  
  
6167 EXECUTIVE BLVD  
ROCKVILLE MD 208523901

(X) 9A. AMENDMENT OF SOLICITATION NO.  
  
9B. DATED (SEE ITEM 11)  
  
10A. MODIFICATION OF CONTRACT/ORDER NO.  
GS23F0110M DR-04-06-096  
  
10B. DATED (SEE ITEM 13)  
09-26-2006

CODE 621211259 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)

76015171277	N6336	252A	31X0200.760	\$ 1,821.80
76015171105	N6259	252A	31X0200.760	\$51,753.70

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
  
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
  
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
  
D. OTHER (Specify type of modification and authority) Bilateral Agreement

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return <sup>2</sup> copies to the issuing office.

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

See page 2 for a description of the modification.

Period of Performance: September 26, 2006 to March 31, 2008 (changed)  
Obligation amount: \$349,597.90 (changed)  
Contract Ceiling: \$349,597.90 (changed)

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) <i>Mohsen Khatib-Rahbar, President</i>	15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED <i>6/18/07</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephen M Pool Contracting Officer <i>[Signature]</i>	16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED <i>6/11/07</i>
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TEMPLATE ADM001

SUNSI REVIEW COMPLETE

JUN 20 2007

STANDARD FORM 101 (REV. 10-83)  
Prescribed by FAR (48 CFR) 53.243

ADM001

The purpose of this modification is to 1) provide incremental funding in the amount of \$53,575.50 2) increase contract ceiling by \$51,753.70 3) extend the period of performance, and 4) modify the statement of work. Accordingly the contract is modified as follows:

- 1) Section A.3.2 entitled "Schedule of Pricing (January 1, 2007-October 31, 2007 [ERI fiscal year 2007 pricing])" Clin 006-Task 2 is revised as follows:

Labor Category	Rate	Previous hours	Increased in level of effort	Revised amount of hours	Previous Total dollar amount	Increased dollar amount	Total dollar amount for Task 2
Executive							\$28,418.00
Senior Engineer/Scientist							\$56,934.25
Engineer/Scientist							\$1,161.60
<b>Subtotal</b>							<b>\$86,513.85</b>

- 2) Section A.4, entitled "Consideration and Obligation – Delivery Orders (JUN 1988), paragraphs (a) and (b) are revised to read as follows:

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$349,597.90. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$349,597.90. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

- 2) Section A.5, entitled "Duration of Contract Period (Mar 1987) is revised to read as follows:

"This contract shall commence on September 30, 2007 and will expire on March 31, 2008."

- 3) Section 3.2 of the Statement of Work: "Task 2: Analytical Support for Staff Review of EPR Topical Reports" is modified to include:

"The contractor shall perform analysis work to examine the DCH and Melt Coolability issues, the experimental data and the set up for adequacy."

- 4) Section 3.2 of the Statement of Work: "Task 2: Analytical Support for Staff Review of EPR Topical Reports" estimated completion date is modified as follows:

Estimated Completion Date: December 31, 2007

- 5) Section 3.3.1 of the Statement of Work: "Task 3a: Technical Support to NRR/RES in its interaction with EPRI/MUG", estimated completion date is modified as follows:

Estimated Completion Date: March 31, 2008

- 6) Section 3.3.2 of the Statement of Work: "Detailed Review of the MAAP Application Users' Guide", estimated completion date is modified as follows:

Estimated Completion Date: March 31, 2008

**All other terms and conditions remain unchanged.**

This modification changes the estimated amount of hours under task 2 as follows:

A summary of obligations, from the award date through the date of this action, is given below:

Total FY 06 obligation amount:	\$296,022.40
<u>Total FY 07 obligation amount:</u>	<u>\$ 53,575.50</u>

Cumulative Total of NRC Obligations	\$ 349,597.90
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This modification obligates FY07 funds in the amount of \$53,575.50