

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO. M013

3. EFFECTIVE DATE December 31, 2008

4. REQUISITION/PURCHASE REQ. NO. ASL09307

5. PROJECT NO.(If applicable)

6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts ATTN: Michael Turner, CMB3 Mail Stop T-7-I-2 Washington DC 20555

7. ADMINISTERED BY (If other than Item 6) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555

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

NEAL R GROSS & CO INC Attn: Neal R. Gross 1323 RHODE ISLAND AVE NW WASHINGTON DC 200053701

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-21-04-232

10B. DATED (SEE ITEM 13) 09-01-2004

CODE 001627124

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.

12. ACCOUNTING AND APPROPRIATION DATA (If required) See Block No. 14 for Accounting and Appropriation Data

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) NRC & Neal Gross and Company e-mails dated 12/31/2008 Subsection B.2, Consideration and Obligation-Delivery Orders

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.)

Accounting and Appropriation Data for Modification No. M013 to Contract No. NRC-21-04-232 is as follows:

B&R#: 97D-15-5B1-306 JOB CODE#: N7027 BOC#: 252P APPN#: 31X0200 COMMITMENT#: ASL09307 OBLIGATION AMOUNT: \$100,000.00

See Page 2 for Modification Details

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)

Michael A. Turner, Contracting Officer

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)

2/13/09



The purpose of this modification is to: (1) confirm verbal authorization provided to you on December 31, 2008, as referenced by e-mail from Michael Turner dated December 31, 2008, to extend the period of performance through February 28, 2009, at no increase to the current ceiling amount, (2) provide incremental funding in the amount of \$100,000.00, thereby increasing the obligated amount of the contract from \$2,771,000.00 to \$2,871,000.00, and (3) revise Subsection C.8, entitled, "Availability of Funds for the Next Fiscal Year."

Accordingly, the contract is hereby modified as follows:

1. Under Subsection B.2 - CONSIDERATION AND OBLIGATION - DELIVERY ORDERS, Paragraph b is deleted in its entirety and substituted with the following in lieu thereof:

"(b) The amount presently obligated with respect to this contract is \$2,871,000.00. 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. Subsection B.3 - DURATION OF CONTRACT PERIOD, is deleted in its entirety and substituted with the following in lieu thereof:

"The ordering period for this contract shall commence on September 1, 2004, and will expire on February 28, 2009. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216.18 - Ordering)."

3. Subsection C.8 - AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR, is deleted in its entirety and substituted with the following in lieu thereof:

"Funds are not presently available for performance under this contract beyond February 28, 2009. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No. Legal liability of the part of the Government for any payment may arise for performance under this contract beyond February 28, 2009, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer."

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

Total FY'04 Obligation Amount	\$ 120,000.00
Total FY'05 Obligation Amount	\$1,035,000.00
Total FY'06 Obligation Amount	\$ 596,000.00
Total FY'07 Obligation Amount	\$ 650,000.00
Total FY'08 Obligation Amount	\$ 370,000.00
Total FY'09 Obligation Amount	\$ 100,000.00

Cumulative Total of NRC Obligations: \$2,871,000.00.

This modification obligates FY'09 funds in the amount of \$100,000.00.

All other terms and conditions under this contract remains unchanged including the ceiling amount of \$7,232,590.00.