

2. AMENDMENT/MODIFICATION NO. **N016**      3. EFFECTIVE DATE **August 31, 2009**      4. REQUISITION/PURCHASE REQ. NO. **ASL09339**      5. PROJECT NO. (If applicable)

6. ISSUED BY      CODE      7. ADMINISTERED BY (If other than Item 6)      CODE **3100**  
 U.S. Nuclear Regulatory Commission      U.S. Nuclear Regulatory Commission  
 Division of Contracts      Div. of Contracts  
 ATTN: Michael Turner, CMB3      Mail Stop: TWB-01-B10M  
 Mail Stop: TWB-01-B10M      Washington, DC 20555  
 Washington DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)      (X) 9A. AMENDMENT OF SOLICITATION NO.  
**NEAL R. GROSS & CO INC**  
 Attn: Neal R. Gross  
 1323 RHODE ISLAND AVE NW  
 WASHINGTON DC 200053701  
 CODE **001627124**      FACILITY CODE      X 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. **NRC-21-04-232**  
 10B. DATED (SEE ITEM 13) **09-01-2004**

**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)      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.**

(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)      FAR 52.212-4, Contract Terms and Conditions  
 X Commercial Items (c) Changes

**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.)

Accounting and Appropriation Data for Modification No. 16 to Contract No. NRC-21-04-232 is as follows:  
 B&R#: 97D-15-171-204      JOB CODE#: N7307      BOC#: 252P      APPN#: 31X0200      FFS#: ASL09339      OBLIGATION AMOUNT: \$300,000.00  
 See the following pages 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)  
**NEAL R GROSS, Pres**      **Michael A. Turner,**  
 Contracting Officer  
 15B. CONTRACTOR/OFFEROR      15C. DATE SIGNED      16B. UNITED STATES OF AMERICA      16C. DATE SIGNED  
**Neal R Gross**      **8/31/09**      BY **Michael A. Turner**      **8/31/09**  
 (Signature of person authorized to sign)      (Signature of Contracting Officer)

The purpose of this modification is to: (1) extend the period of performance through December 11, 2009, pursuant with Federal Acquisition Regulation Clause 52-217-8, "Option to Extend Services," at the rates specified in the Neal Gross and Company proposal dated August 28, 2009, (2) provide for an administrative change which corrects the obligation amount under Modification No. 15, dated June 30, 2009, by \$200,000.00 from \$3,171,000.00 to \$3,371,000.00, (3) provide incremental funding in the amount of \$300,000.00, thereby increasing the obligated amount of the contract from \$3,371,000.00 to \$3,671,000.00, and (4) revise Subsection C.8, entitled, "Availability of Funds for the Next Fiscal Year."

Accordingly, the contract is hereby modified as follows:

1. The price schedule listed as Attachment No. 1 under the basic award document is revised to incorporate the following rates for verbatim reporting services for the period of September 1, 2009, through December 11, 2009:

CLIN	REGULAR HOURS	UNCLASSIFIED	CLASSIFIED	SENSITIVE/SGI
		RATE	RATE	RATE
057a	10 Day Original	[REDACTED]	[REDACTED]	[REDACTED]
057b	10 Day 1st Copy	[REDACTED]	[REDACTED]	[REDACTED]
057c	10 Day Additional Copies	[REDACTED]	[REDACTED]	[REDACTED]
058a	7 Day Original	[REDACTED]	[REDACTED]	[REDACTED]
058b	7 Day 1st Copy	[REDACTED]	[REDACTED]	[REDACTED]
058c	7 Day Additional Copies	[REDACTED]	[REDACTED]	[REDACTED]
059a	3 Day Original	[REDACTED]	[REDACTED]	[REDACTED]
059b	3 Day 1st Copy	[REDACTED]	[REDACTED]	[REDACTED]
059c	3 Day Additional Copies	[REDACTED]	[REDACTED]	[REDACTED]
060a	1 Day Original	[REDACTED]	[REDACTED]	[REDACTED]
060b	1 Day 1st Copy	[REDACTED]	[REDACTED]	[REDACTED]
060c	1 Day Additional Copies	[REDACTED]	[REDACTED]	[REDACTED]

CLIN	NON-REGULAR HOURS	UNCLASSIFIED	CLASSIFIED	SENSITIVE/SGI
		RATE	RATE	RATE
061a	10 Day Original	[REDACTED]	[REDACTED]	[REDACTED]
061b	10 Day 1st Copy	[REDACTED]	[REDACTED]	[REDACTED]
061c	10 Day Additional Copies	[REDACTED]	[REDACTED]	[REDACTED]
062a	7 Day Original	[REDACTED]	[REDACTED]	[REDACTED]
062b	7 Day 1st Copy	[REDACTED]	[REDACTED]	[REDACTED]
062c	7 Day Additional Copies	[REDACTED]	[REDACTED]	[REDACTED]
063a	3 Day Original	[REDACTED]	[REDACTED]	[REDACTED]
063b	3 Day 1st Copy	[REDACTED]	[REDACTED]	[REDACTED]
063c	3 Day Additional Copies	[REDACTED]	[REDACTED]	[REDACTED]
064a	1 Day Original	[REDACTED]	[REDACTED]	[REDACTED]
064b	1 Day 1st Copy	[REDACTED]	[REDACTED]	[REDACTED]
064c	1 Day Additional Copies	[REDACTED]	[REDACTED]	[REDACTED]

CLIN	VIDEO/CASS/CD	UNCLASSIFIED RATE	CLASSIFIED RATE	SENSITIVE/SGI RATE
065a	10 Day Original	\$4.45	\$7.10	\$6.10
065b	10 Day 1st Copy	\$0.28	\$0.45	\$1.10
065c	10 Day Additional Copies	\$0.25	\$0.40	\$0.33
066a	7 Day Original	\$3.25	\$5.15	\$4.15
066b	7 Day 1st Copy	\$0.25	\$0.40	\$1.05
066c	7 Day Additional Copies	\$0.25	\$0.40	\$0.33
067a	3 Day Original	\$2.05	\$3.40	\$2.55
067b	3 Day 1st Copy	\$0.25	\$0.40	\$1.05
067c	3 Day Additional Copies	\$0.25	\$0.40	\$0.33
068a	1 Day Original	\$1.05	\$1.40	\$1.50
068b	1 Day 1st Copy	\$0.25	\$0.40	\$1.05
068c	1 Day Additional Copies	\$0.25	\$0.40	\$0.33

Note (1.0)	ORIGINALS: FOR 10:30AM WEEKDAY DELIVERY. IF 8:30AM IS REQUIRED ADD THE FOLLOWING SURCHARGE AMOUNT: UNCLASSIFIED: \$1.00/PAGE CLASSIFIED/SENSITIVE: \$2.00/PAGE
Note (1.1)	COPIES SPECIFIED IN INITIAL ORDER: FOR 10:30AM WEEKDAY DELIVERY. IF 8:30AM IS REQUIRED ADD SURCHARGE AMOUNT: UNCLASSIFIED: \$0.60/PAGE FOR 1ST COPY \$0.40/PAGE EACH ADDITIONAL COPY CLASSIFIED/SENSITIVE: \$1.30/PAGE FOR 1ST COPY \$0.75/PAGE EACH ADDITIONAL COPY
Note (1.2)	SATURDAY DELIVERY 10:30AM ADD THE FOLLOWING SURCHARGE AMOUNT: UNCLASSIFIED: \$2.00/PAGE/ORIGINAL \$1.50/PAGE/1ST COPY \$0.75/PAGE/EACH ADDITIONAL COPY CLASSIFIED/SENSITIVE: \$4.00/PAGE/ORIGINAL \$2.00/PAGE/1ST COPY \$1.00/PAGE/EACH ADDITIONAL COPY IF 8:30AM DELIVERY IS REQUIRED: SEE SURCHARGE IN (1.0) ABOVE
Note (2.0)	FOR CLASSIFIED AND SENSITIVE/SAFEGUARD WORK OTHER THAN WORK PERFORMED AT HEADQUARTERS TRAVEL WILL BE REIMBURSED IN ACCORDANCE WITH FEDERAL TRAVEL REGULATIONS (*).
Note (3.0)	IF THE DELIVERY LOCATION IS NOT AT THE HEARING LOCATION AN EXTRA DAY IS REQUIRED FOR TRANSFER FOR 1,3, 7 DAY ONLY
Note (4.0)	FOR PRERECORDED MEDIA PROVIDED IN ROCKVILLE, VENDOR HAS 24 HOURS FROM NOTIFICATION FOR PICKUP. DELIVERY TIME BEGINS WITH PICKUP
*	FAR 31.205-46 "TRAVEL COSTS" <a href="http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/perd04d.html">http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/perd04d.html</a>

2. 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 \$3,671,000.00. 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."

3. 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 December 11, 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)."

4. 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 December 11, 2009. The Governments'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 December 1, 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 .....	\$ 900,000.00

Cumulative Total of NRC Obligations: \$3,671,000.00.

This modification obligates FY'09 funds in the amount of \$300,000.00.

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