

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

OF PAGES

1

4

2. AMENDMENT/MODIFICATION NO.

M001

3. EFFECTIVE DATE

11-23-2009

4. REQUISITION/PURCHASE REQ. NO.

04-09-161M001

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

3100

7. ADMINISTERED BY (If other than Item 6)

CODE

3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: H. (Eddie) Colón, Jr.
Mail Stop TWB-01-10M
Washington, DC 20555

U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop TWB-01-10M
Attn: H. (Eddie) Colón, Jr.
Washington, DC 20555

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

JAMES J JOHNSON AND ASSOCIATES

7 ESSEX CT

ALAMO CA 945072205

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NRC-04-09-161

10B. DATED (SEE ITEM 13)

09-30-2009

CODE 150135445

FACILITY CODE

X

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)

060-15-111-128 N6743 252A 31X0200.060
OBLIGATE: \$23,700.00 (FFS #: RES-C10-527) DUNS: 831973545

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) C.4 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989) Notification sent via email dated 11/13/2009

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.)

See pages 2 - 4 for a description of this modification.

Contract ceiling, including options: \$223,200.00 (Unchanged)

Current Contract Ceiling: \$69,200.00 (Changed)

Obligations: \$43,700.00 (Changed)

Period of Performance: September 30, 2009 - September 29, 2012 (Unchanged)

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)

Heriberto Colón, Jr.
Contracting Officer

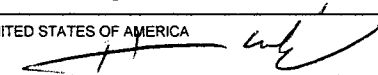
15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY 
(Signature of Contracting Officer)

11-13-2009

The purpose of this modification is to:

- (1) Exercise the following Firm Fixed Price (FFP) optional deliverable under **Phase 2 - Comparison of U.S. and Japanese Approaches and Review of KKNPP Performance** referenced in Section B.1 PRICE/COST AND DELIVERY SCHEDULE of the contract:

Deliverable: Compare U.S. and Japanese seismic design standards and calculational methods, as well as load combinations and document comparison.

Pricing and Payment Schedule: FFP: \$21,000 (Optional task is hereby exercised in this modification)

80% = \$16,800 on submittal of deliverable - Est. March 2010

20% = \$4,200 on incorporation of NRC comments and re-submittal - Est. April 2010

- (2) Obligate **\$23,700.00** in FY2010 funds (**\$21,000.00** for the FFP optional deliverable above being exercised in this modification and **\$2,700.00** for REIMBURSEABLE TRAVEL).
- (3) Corrects typographical errors in the FFP amounts reflected in Phases 3 and 4 under Section C.2 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988) (LABOR) of the basic contract.

As a result of the above, the current ceiling of the contract increases by **\$21,000.00**, from **\$48,200.00** to **\$69,200.00**, and the total obligated amount increases by **\$23,700.00**, from **\$30,000.00** to **\$53,700.00**.

1. Block 26. TOTAL AWARD AMOUNT on Page 1 of the contract award document (Standard Form 26) is revised to read as follows:

"26. TOTAL AWARD AMOUNT (For Gov't Use Only)
\$69,200.00 (Excludes Optional Items)"

CONTINUED ON NEXT PAGE

Accordingly, the contract is modified as follows:

1. Section C.2 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988) (LABOR) of the contract, to reflect exercised optional deliverable(s) under PHASE 2, and to correct typographical errors in the FFP amounts reflected under PHASES 3 and 4 of the basic contract as follows:

"C.2 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988) (LABOR)

The FIRM FIXED PRICE of this contract for **PHASE 1 - REPORT PROVIDING SUMMARIZATION OF EXISTING INFORMATION** of this contract is \$28,000.00.

The FIRM FIXED PRICE for **PHASE 2 - COMPARISON OF U.S. AND JAPANESE APPROACHES AND REVIEW OF KKNPP PERFORMANCE** of this contract is \$21,000.00. (PHASE 2 - Exercised Optional Item(s) Only)

The FIRM FIXED PRICE of this contract for **PHASE 2 - COMPARISON OF U.S. AND JAPANESE APPROACHES AND REVIEW OF KKNPP PERFORMANCE** of this contract is \$56,000.00. (PHASE 2 - Optional Item(s) Remaining Only)

The FIRM FIXED PRICE of this contract for **PHASE 3 - PARTICIPATE IN INTERNATIONAL ACTIVITIES TO ANALYZE KKNPP** of this contract is \$56,000.00. (Optional)

The FIRM FIXED PRICE of this contract for **PHASE 4 - PARTICIPATE IN INTERNATIONAL ACTIVITIES TO ANALYZE KKNPP** of this contract is \$42,000.00. (Optional)"

Comment [h1]: Corrects a typographical error in the amount reflected under the Basic Contract.

Deleted: \$28,000.00

Comment [h2]: Corrects a typographical error in the amount reflected under the Basic Contract.

Deleted: \$28,000.00

2. Section C.3 CONSIDERATION AND OBLIGATION--COST REIMBURSEMENT (TRAVEL) (JUN 1988) is deleted entirely and replaced with the following:

"C.3 CONSIDERATION AND OBLIGATION--COST REIMBURSEMENT (TRAVEL) (JUN 1988)

(a) The total estimated cost to the Government for TRAVEL under this contract is \$20,200.00.

(b) The amount obligated by the Government with respect to this contract for TRAVEL is \$4,700.00*.

*Refer to C.7 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT - ALTERNATE 1 (OCT 1999)"

3. Under Section C.7 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT-ALTERNATE 1 (OCT 1999), paragraph (a) is revised to concur with the obligated amount for TRAVEL under Section C.3 under the contract as revised above as follows:

"...(a) Total expenditure for travel may not exceed \$4,700.00 without the prior approval of the contracting officer..."

The following is a summary of NRC obligations from the date of award through this modification:

FY2009 NRC Obligations	\$ 30,000.00
<u>FY2010 NRC Obligations</u>	<u>\$ 23,700.00</u>
Cumulative Total of NRC Obligations	\$ 53,700.00

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

This modification obligates FY2010 funds in the amount of **\$23,700.00**.