

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

1

OF PAGES

2

2. AMENDMENT/MODIFICATION NO.

M001

3. EFFECTIVE DATE

December 31, 2009

4. REQUISITION/PURCHASE REQ. NO.

33-08-307

5. PROJECT NO.(If applicable)

6. ISSUED BY

CODE

U.S. Nuclear Regulatory Commission  
Division of Contracts  
ATTN: M. Turner - Mail Stop TWB-01-B10M  
Contract Management Branch No. 3  
Washington DC 20555

7. ADMINISTERED BY (If other than Item 6)

CODE

3100

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)

EMERGENT, LLC

8133 LEESBURG PIKE STE 400

VIENNA VA 221822622

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
GS35F0153M NRC-DR-33-08-307T003

10B. DATED (SEE ITEM 13)

09-28-2009

CODE 781797712

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)

See Page 2 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.

X 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)

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 THE FOLLOWING PAGE 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

BY

*Michael A. Turner*  
(Signature of Contracting Officer)

16C. DATE SIGNED

12/31/09

(Signature of person authorized to sign)

The purpose of this modification is to increase the obligation amount of the subject task order by \$371,000.00 from \$70,000.00 to \$441,000.00.

Accordingly, the following change is hereby made:

The third paragraph of Task Order No. 3, dated, September 28, 2009, is deleted in its entirety and substituted with the following in lieu thereof.

" Task Order No. 3 obligates funds in the amount of **\$441,000.000**. The obligated amount shall, at no time, exceed the task order cost ceiling. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, contractor is not obligated to continue performance under this task order or otherwise incur costs in excess of the amount obligated, until the Contracting Officer notifies the contractor in writing that the obligated amount has been increased. In absence of such notification by the Contracting Officer, the Government is not obligated to reimburse the contractor for any costs in excess of the obligated amount specified herein. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's risk.

Accounting Data for Modification No. 1 under Task Order No. 3 is as follows

B&R No.: 010-15-5E1-330	Job Code: J1298	APPN No.: 31X0200.010
BOC: 252A	Commitment No.: 10070537	OBLG. AMT: \$371,000.00

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

Total FY'09 Obligation Amount -----	\$ 70,000.00
Total FY'10 Obligation Amount -----	\$371,000.00.

Cumulative Total of NRC Obligations: **\$441,000.00.**

All other terms and conditions under this task order, including the ceiling amount of **\$441,442.27** remains unchanged.