AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			BPA NO.		1. CONTRACT ID CODE		PAGE 1	OF 3
2. AMENDMENT/MODIFICATION NO. M032	3. EFFECTIVE DATE 9/10/10	10.	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 10 - 07 - 399M32, 10 - 07 - 399M34 10 - 07 - 399M35				cable)	
6. ISSUED BY CODE	3100	7. ADMINISTERED BY (if other than Item 6) CODE 3100						
U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Mail Stop: TWB-01-B10M Washington, DC 20555.			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 ZIR Code)	!		11	94. AMENDMENT OF SOLICI			
8. NAME AND ADDRESS OF CONTRACTOR (No., speet, cooliny, state					an angenoment of societ		0.	
S C & A, INC SANFORD COHEN & ASSOCIATES					9B. DATED (SEE ITEM 11)		<u> 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - </u>	
1608 SPRING HILL RD STE 400		104. MODIFICATION OF CONTRACT/ORDER NO. NRC - 10 - 07 - 399						
VIENNA VA 221822241		10B. DATED (SEE ITEM 13)						
CODE	FACILITY CODE		· · · · · · · · · · · · · · · · · · ·	X	08-08-2007			_ <u>.</u>
11. THIS ITEM	ONLY APPLIES TO AMEN	IDM	ENTS OF SOLICIT.	ATIO	NS			
(a) By completing Items 8 and 15, and returning offer submitted; or (c) By separate letter or telegram with KNOWLEDGMENT TO BE RECEIVED AT THE PLACH RESULT IN REJECTION OF YOUR OFFER. If by virtil by telegram or letter, provided each telegram or letter in and date specified.	E DESIGNATED FOR THE RE ue of this amendment you des nakes reference to the solicitat	e solid ECEIF sire to tion a	citation and amendme PT OF OFFERS PRIO change an offer alrea nd this amendment, a	ent num IR TO ady sub Ind is n	bers. FAILURE OF Y THE HOUR AND DATI prilted, such change r eceived prior to the op	OUR A E SPEC nay be r	C- IFIED MAY nade	
12. ACCOUNTING AND APPROPRIATION DATA UI required (SI DUNS 071167910, also see	ee accounting and app page 2	ropi	iation details	on p	age 2)		_	
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: (Specily								
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAI C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSI	R 43. 103(b).	NGES	(such as changes in pa	aying offic	e, appropriation date, etc.)			
D. OTHER (Specify type of modification and authority) X Article B.4 (b) Consideration an	d Obligation - Delive	ry ()rders					
E. IMPORTANT: Contractor is not, X is required to sign this document and return copies to the issuing office.								
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UC	F section headings, including solicitation/	contrac	t subject matter where feasible	(e.)	······································			
The purpose of this modification is 1) to provide fiscal year 2010 incremental funding of \$270,302.00, and 2) to increase the contract ceiling for the base and all option periods by \$1,481,000.00, from \$997,000.00 to \$2,478,000.00.								ncreas,
The total amount obligated to this contract is increased by \$270,302.00, from \$1,379,700.00 to \$1,650,002.00 (CHANGED) The current contract ceiling is increased by \$270,302.00, from \$1,379,700.00 to \$1,650,002.00 (CHANGED)								
The total contract ceiling for the base and all option periods is increased by \$1,481,000.00, from \$997,000.00 to \$2,478,000.00 (CHANGED)								
NRC Project Officer: Keith Azaríah-Kribbs 301·492-3678 keith.azariah-kribbs@nrc.gov								
Contractor POC: Laurie Loomis 703-893-66	00 x213 lloomis@sca	ainc	. com					
Except as provided herein, all terms and conditions of the document reference	ed in Item 9A or 10A, as heretofore chang	ged, rei	nains unchanged and in full fo	orce and	effect.			
15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Donna Berkowitz								
Laurie Loomis, VP			ontracting Office	cer				
15B, CONTACTOR/ØFFEROR	Alaho	168. UN BY _1	NITED)STATES OF AMERICA	est.	The Officer		C. DATE SKONED	i 10
NSN 7540-01-152-8070								
SUNSI REVIEW COMPLETE Prescribed by 65A - FAR (AB CFR) 53.243								
TEMPLATE - ADAMON				SE	P 1 0 2010		DMO	02

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• ر در NRC-10-07-399 M032

Continuation: Block 12

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Accounting and Appropriation Data

OFFICE OF NEW REACTORS (NRO)

B&R: 025-15-171-107 JOB CODE: Q4078 BOC: 252A APPN: 31X0200 OBLIGATE: \$89,302 FFS: 07399000780802A

OFFICE OF RESEARCH (RES)

B&R: 060-15-111-197 JOB CODE: N6505 BOC: 252A APPN: 31X0200.060 OBLIGATE: \$51,000 FFS: RES-C10-872

OFFICE OF FEDERAL AND STATE MATERIALS AND ENVIROMENTAL MANAGEMENT PROGRAMS

(FSME) B&R: 05515-344-C80 JOB CODE: F1194 BOC: 252A APPN: 31X0200 OBLIGATE: \$130,000 FFS: 5510R136

Page 2

NRC-10-07-399 M032

Article B.4 CONSIDERATION AND OBLIGATION-DELIVERY ORDERS (JUN 1988) is revised as follows:

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is **\$1,650,002.00**. 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 **\$1,650,002.00**. 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.

A summary of obligations under this contract is provided below:

FY 2007	\$ 85,000.00
FY 2008	\$531,000.00
FY 2009	\$290,000.00
FY 2010	\$744,002.00

TOTAL \$1,65

\$1,650,002.00