

2. AMENDMENT/MODIFICATION NO. M009 3. EFFECTIVE DATE 09-28-2011 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)

6. ISSUED BY CODE 3100 U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Ashlee Bushell Mail Stop: TWB-01-B10M 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) SOUTHWEST RESEARCH INSTITUTE 6220 CULEBRA RD SAN ANTONIO TX 782385166 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-02-06-018 10B. DATED (SEE ITEM 13) 09-29-2006 CODE 007936842 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) N/A DUNS: 007936842

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 data, 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) Incorporate final rates for FY 2009-2011 X

E. IMPORTANT: Contractor is not, is required to sign this document and return ¹ _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to incorporate final rates for FY 2009-2011. See page 2 for more information.

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) R. B. Kalmbach Executive Director, Contracts 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) 15C. DATE SIGNED 03/07/13 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sharlene McCubbin Contracting Officer 16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer) 16C. DATE SIGNED 2/27/2012

SUNSI REVIEW COMPLETE

TEMPLATE - ADM001

MAR 1 1 2013

ADM002

The purpose of this modification is to revise the provisional rates for final rates for FY2009 through FY2011. The contract is modified as follows:

Section G.3 2052.216-71 INDIRECT COST RATES (JAN 1993) (a) is hereby deleted in its entirety and replaced with the following:

G.3 2052.216-71 INDIRECT COST RATES (JAN 1993)

(a) The Contractor and NRC have mutually agreed on the following final indirect rates for Fiscal Years 2009 through 2011:

INDIRECT COST POOL	BASE	Final Rates FY2009	Final Rates FY2010	Final Rates FY2011
Fringe Benefits	Direct Labor			
CNWRA O/H & G&A	CNWRA Direct Labor & Fringe			
SwRI O/H & G&A	SwRI Direct Labor & Fringe			
Facilities Capital Regular				
Facilities Capital CNWRA				
Materials Handling Burden				

All other terms and conditions of this contract remain the same.