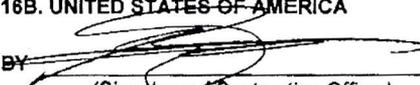


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. CONTRACT ID CODE DE-AC36-05G025018	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. M028		3. EFFECTIVE DATE March 13, 2009		4. REQUISITION/PURCHASE REQ. NO.
6. ISSUED BY Golden Field Office U.S. Department of Energy 1617 Cole Blvd. Golden, CO 8041		7. ADMINISTERED BY (If other than Item 6)		5. PROJECT NO. (If applicable)
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Navarro Research and Engineering Inc. 669 Emory Valley Road Oak ridge, TN 37830		<input type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC36-05G025018 <input type="checkbox"/> 10B. DATED March 13, 2009		
CODE	FACILITY CODE			
11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 ACKNOWLEDGEMENT 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) 36-09G025018.001				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) 52.243-2(a)(3) <input type="checkbox"/> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A. <input type="checkbox"/> 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). <input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <input type="checkbox"/> D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.) The purpose of this amendment is to make the following changes: a. Subject contract is hereby changed as follows: i. Reference contract clause 52.243-2(a)(3) (1984), Place of delivery. Effective immediately upon signature of the contracting officer, the place of delivery for contractor support personnel is hereby changed from the DOE Golden Field Office to Denver West Complex Building 22, Golden, Colorado for approximately 30 to 80 contract support staff.. ii. The following CLINs are hereby added and are effective as of the date in block 16c.: 0005 Change in place of performance (March 11, 2009 through May 31, 2009) 0006 Additional office equipment and office furniture (March 11, 2009 through May 31, 2009) 0007 Option - Change in place of performance (June 1, 2009 through May 31, 2010) 0008 Option - Additional office equipment and office furniture (June 1, 2009 through May 31, 2010)				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Paul Ross Contracting Officer		
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	March 13, 2009	

iii. The following clauses are hereby incorporated into the contract by full text:

A. Limitation of Government Liability

- (a) As a result of this modification (M028), the Contractor is not authorized to make expenditures or incur obligations exceeding \$700,000.00.
- (b) The maximum amount for which the Government shall be liable if this modification (M028) is terminated is \$700,000.00 as a result of paragraph (a) above.

(End of Clause)

B. Contract Change Order Definitization

- (a) A definitized change order for CLINS 0005 and 0006 and Option CLINS 0007 and 0008 is contemplated, notwithstanding the options clause of this contract. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract modification that will include:
 - (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the change order,
 - (2) all clauses required by law on the date of execution of the definitive contract modification, and
 - (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a cost reimbursable proposal and cost or pricing data supporting its proposal.
- (b) The schedule for definitizing this change order is May 11, 2009:
 - i. Submission of proposal, including any required cost or pricing data, by Navarro no later than 30 days after receipt of this modification (M028).
 - ii. Beginning of negotiations no later than 10 days after proposal submission.

(End of Clause)

C. 52.247.55 F.o.b. Point for Delivery of Government-Furnished Property (June 2003)

(a) Unless otherwise specified, the Government will deliver any Government-furnished property for use within the contiguous United States or Canada to a point specified by the Contractor in the offer. If the Government makes delivery by railroad, the f.o.b. point will be private siding, Contractor's plant. If the Contractor's plant is not served by rail, the f.o.b. point will be railroad cars in the same or nearest city having rail service. The Government may choose the mode of transportation and the carriers and will bear the cost of all line-haul transportation to the specified destination.

(b) If the destination of such Government-furnished property is a Contractor's plant located outside the contiguous United States or Canada, the f.o.b. point for Government delivery of Government-furnished property will be a Contractor-specified location in the contiguous United States. If the Contractor fails to name a point, the Government will select as the f.o.b. point the port city in the contiguous United States nearest to the Government-furnished property that has regular commercial water transportation services to the offshore port nearest Contractor's plant.

(c) Unless otherwise directed by the Contracting Officer or provided in the contract, the Contractor shall return all Government-furnished equipment, supplies, and property, including all property not returned in the form of acceptable end items, to the point at which the Government property was originally furnished to the Contractor under the contract. Notwithstanding the fact that the Government may have furnished the property at the Contractor's plant, the Contracting Officer may direct the Contractor to deliver the Government property being returned to, and load, block, and brace it in, railway cars in the city in which the Contractor's plant is located, or, if the Contractor's city is not served by rail service, in the nearest city having rail service. Unless otherwise specified in the contract, all property shall be packed in containers conforming with the rules of common carrier published tariffs so as to be free of penalty charges by the carrier designated for shipment by the Government.

(End of Clause)

D. Government-Furnished Property Listing: The Government will provide telephones, computers, Information technology services, printers and other office machines necessary to accomplish the support activities being performed under CLINS 0005 and 0006 and Option CLINS 0007 and 0008.

E. Transfer or Assignment to Successor Contractor: The Contractor shall include mutually agreeable clauses or provisions in any subcontracts, leases, agreements or other business arrangements it executes for the purpose of performing CLINS 0005 and 0006 and Option CLINS 0007 and 0008, specifying that those subcontracts, leases, agreements or arrangements are fully transferable or assignable to any successor support service contractor at no additional cost to the Government. If the Contractor acquires additional equipment and/or furnishings for the purpose of performing CLINS 0005 and 0006 and Option CLINS 0007 and 0008, the Contractor shall provide such equipment and/or furnishings to any successor support service contractor at no additional cost to the Government.