

CMB:IRF

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF PAGES 2
2. AMENDMENT/MODIFICATION NO. 9	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. ADM99141 dtd 7/17/00		5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: T-7-I-2 Contract Management Branch Washington DC 20555	CODE	7. ADMINISTERED BY (If other than Item 6) Same as block 6.		CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NVT Technologies, Inc. 21515 Ridgeway Circle Suite 300 Sterling VA 20166	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. Con# NRC-10-99-141 SBA#
CODE	FACILITY CODE	X 10B. DATED (SEE ITEM 13) 04-20-1999

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 of 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 Block No. 14.

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.)

APPN No.: X0200 B&R No.: 04015-511105
JOB CODE: R0123 BOC: 252A Obligated Amt.: \$451,500

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) Mary H. Mace Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY <i>Robert Webber</i> (Signature of Contracting Officer)	16C. DATE SIGNED 7/21/00

DESCRIPTION OF CHANGES INCORPORATED BY MODIFICATION NO. 9

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The purpose of this modification is to provide incremental funding in the amount of \$451,500 for the payment of utility services, which hereby increases the obligated amount from \$2,236,107 to \$2,687,607. Accordingly, the contract is hereby modified as follows:

Under Sections B.5 and B.6, paragraphs B. are revised to reflect the increase in the obligated amount for payment of utilities. This change is reflected in the attached replacement page no. 3 and 4.

All other terms and conditions of the subject contract remain unchanged.

A summary of obligations, from the award date, through the date of this modification are provided below:

FY 99 Obligations:	\$1,423,230.00
FY 00 Obligations:	\$2,557,440.00
Cumulative Obligated Amt:	\$3,980,670.00

This modification obligates FY 00 funds in the amount of \$451,500.

SUMMARY OF FUNDING DATA

FY 1999

Job Code	B&R Number	BOC No.	Appropriation No.	Amount
R0125	94015-511105	254A	X0200	\$ 394,290.00
R0123	94015-511105	254A	X0200	\$ 983,107.00
D2316	94015-511105	254A	X0200	\$ 45,833.00
TOTAL				\$1,423,230.00

FY 2000

R0125	04015-511105	254A	X0200	\$ 704,940.00
R0123	04015-511105	254A	X0200	\$1,704,500.00
D2316	04015-511105	254A	X0200	\$ 148,000.00
TOTAL				\$2,557,440.00

Option Year 4-December 1, 2002 - November 30, 2003

	Quantity	Unit	Price	Total
1) Building Mechanical Operations and Maintenance	12	Month	\$ 51,550	\$ 618,600
2) Architectural and Structural Maintenance and Repairs	12	Month	\$ 3,605	\$ 43,260
3) Parking Facilities Management *	12	Month	\$ 16,282	\$ 195,384
4) Incidental Facilities Tasks	12	Month	\$ 7,880	\$ 94,560
TOTAL FIRM FIXED PRICE FOR OPTION YEAR FOUR:				\$ 951,804

GRAND TOTAL FOR BASIC CONTRACT SERVICES: \$4,253,138.00

*The NRC will not obligate funds under this contract for Parking Facilities Management services. Payments to the Contractor for Parking Facilities Management services shall be obtained from monies collected by the Contractor for parking permits.

B.5 TOTAL ESTIMATED COST FOR UTILITIES AND REIMBURSABLE CONTRACT SERVICES

- A. The estimated ceiling for payment of all utilities (Refer to Section C.2.6) for the base period and Option Year 1 is \$2,937,167.00 (\$1,137,167 for base period, \$1,800,000 for Option Year 1). The NRC will incrementally obligate funds for payment of utilities. The Contractor shall be reimbursed for actual costs paid to the utility company for utility services provided at the OWFN and TWFN facilities.
- B. Total funds in the amount of \$2,687,607.00 have been obligated for the payment of utility services for the base period and Option Year 1.
- C. It is estimated that the cost of all utilities is \$1,800,000 per year.
- D. The estimated ceiling for reimbursable contract services for the base period and Option Year 1 is \$200,833 (\$55,833 for base period, \$145,000 for Option Year 1). The NRC will incrementally obligate funds for reimbursable work. The Contractor shall be reimbursed for actual costs for reimbursable services provided at the OWFN and TWFN facilities.
- E. Total funds in the amount of \$193,833.00 have been obligated for the performance of reimbursable work for the base period and Option Year 1.
- F. It is estimated that the cost of reimbursable contract services is \$100,000 per year.

The Contracting Officer may unilaterally increase these amounts as necessary during the contract period.

The Project Officer or Contracting Officer may issue work 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. 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 is done at the Contractor's sole risk.

B.6 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE

- A. The total ceiling amount for the Firm Fixed Price, reimbursable contract services and payment of utilities for the Base Period and Phase-In/Phase-Out Task is \$1,714,498. The total obligated amount for these services is \$1,587,290.
- B. The total ceiling amount for the Firm Fixed Price, reimbursable contract services, and payment of utilities for Option Year 1 is \$2,841,520. The total obligated amount for these services is \$2,393,380.

B.7 RATES FOR REIMBURSABLE CONTRACT SERVICES

1. HOURLY RATES

The following rates shall be used in pricing reimbursable contract services. In the event that the Contractor shall be required to perform any basic contract services - or a portion thereof - during other than the Contractor's Regular Working Hours (refer to Section 3.2.1 for Contractor's Regular Working Hours) or on an overtime basis, the following hourly rates shall be used in pricing work orders under this contract:

BASE YEAR:	Regular Hourly Rate	Overtime Hourly Rate
<u>Labor Category</u>		
Electrician	34.28	39.18
General Mechanic	32.46	36.87
Facility Manager	40.77	40.77
Technical Manager	31.42	31.42
Pipefitter	32.46	36.87
Stationary Engineer	32.46	36.87
HVAC Mechanic	32.46	36.87
Sheet-metal Worker	32.46	36.87
Carpenter	32.46	36.87
Painter	32.46	36.87
Plumber	34.28	39.18
Helper	24.05	31.41
General Laborer	24.05	31.41
Fire Extinguisher Repairer	32.46	36.87
Parking Attendant	11.91	16.09