

CHANGES

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE 1 OF PAGES 2
2 AMENDMENT/MODIFICATION NO. 10	3 EFFECTIVE DATE SEP 21 2000	4 REQUISITION/PURCHASE REQ. NO. ADM99141 dtd 6/8/00	5 PROJECT NO. (If applicable)
6 ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: T-7-f-2 Contract Management Branch Washington DC 20555	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 20186		(X) 9A AMENDMENT OF SOLICITATION NO.	9B DATED (SEE ITEM 11)
CODE		10A MODIFICATION OF CONTRACT/ORDER NO Con# NRC-10-99-141 SBA#	
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

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

(X) D OTHER (Specify type of modification and authority) mutual agreement of the parties

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 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: R0125 BOC: 252A Obligated Amt.: \$22,464.00

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) V. Thanh Nguyen, President	15B CONTRACTOR/OFFICER 	15C DATE SIGNED 9/21/00	15A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary H. Mace Contracting Officer	15B UNITED STATES OF AMERICA BY	15C DATE SIGNED 9-13-00
--	----------------------------	----------------------------	--	------------------------------------	----------------------------

STANDARD FORM 30 (REV. 10-83)

DESCRIPTION OF CHANGES INCORPORATED BY MODIFICATION NO. 10

NRC-10-99-141

Page 2

The purpose of this modification is to: (1) increase the firm fixed price for option years 1, 2, 3, and 4, and revise the loaded hourly rates for reimbursable contract services for option years 1, 2, 3, and 4 as a result of the new collective bargaining agreement and wage determination, (2) obligate funds in the amount of \$22,464 for Option Year 1, (3) revise the title of Section G.7, and (4) revise the key personnel. Accordingly, the contract is hereby modified as follows:

1. As reflected in the attached change pages no. 2, 3, 4, 5, and 6, Sections B.4.2, OPTION YEARS 1-4 (OWFN & TWFN), Section B.6 "CONSIDERATION AND OBLIGATION-FIRM FIXED PRICE", and B.7 "RATES FOR REIMBURSABLE CONTRACT SERVICES" are revised as a result of the new collective bargaining agreement and wage determination which were effective December 1, 1999.
2. As reflected in the attached change page no. 75A, the title in Section G.7 "PAYMENT DEDUCTIONS FOR NONPERFORMANCE OF UNSATISFACTORY PERFORMANCE" is revised.
3. As reflected in the attached change page no. 76, Section H.2 is revised.
4. As reflected in the attached change page no. 90, List of Attachments, the new Collective Bargaining Agreement and Wage Determination No. 94-2104, Rev. 13, are attached.

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 is provided below:

FY 99 Obligations:	\$1,423,230.00
FY 00 Obligations:	\$2,579,904.00
Cumulative Obligations:	\$4,003,134.00

This modification obligates FY 00 funds in the amount of \$22,464.00*.

*This amount reflects the total increase for Option Year 1 (\$26,268) minus the fee for parking facilities management (\$3,804) which is not obligated on the contract.

NRC-10-99-141
Modification No. 9
Page 2 of SF 33

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	\$ 727,404.00
R0123	04015-511105	254A	X0200	\$1,704,500.00
D2316	04015-511105	254A	X0200	\$ 148,000.00
TOTAL				\$2,579,904.00

NRC-10-99-141
 Modification No. 10
 Section B

B.4.1 BASE PERIOD (OWFN & TWFN):
 April 21, 1999 - November 30, 1999

	Quantity	Unit	Price	Total
1) Phase-In/Phase-Out Task 4/21/99 - 5/21/99	(One Time Cost)		\$ -0-	\$ -0-
2) Building Mechanical Operations and Maintenance				
a) 5/22/99 - 5/31/99	1	Lot	\$ <u>16,452</u>	\$ <u>16,452</u>
b) 6/01/99 - 11/30/99	6	Month	\$ <u>51,000</u>	\$ <u>306,000</u>
3) Architectural and Structural Maintenance and Repairs				
a) 5/22/99 - 5/31/99	1	Lot	\$ <u>1,151</u>	\$ <u>1,151</u>
b) 6/01/99 - 11/30/99	6	Month	\$ <u>3,567</u>	\$ <u>21,402</u>
4) Parking Facilities Management *				
a) 5/22/99 - 5/31/99	1	Lot	\$ <u>5,150</u>	\$ <u>5,150</u>
b) 6/01/99 - 11/30/99	6	Month	\$ <u>15,965</u>	\$ <u>95,790</u>
5) Incidental Facilities Tasks				
a) 5/22/99 - 5/31/99	1	Lot	\$ <u>2,515</u>	\$ <u>2,515</u>
b) 6/01/99 - 11/30/99	6	Month	\$ <u>7,795</u>	\$ <u>46,770</u>
TOTAL FIRM FIXED PRICE FOR BASE PERIOD:				\$ <u>495,230</u>

B.4.2 OPTION YEARS 1-4, (OWFN & TWFN):
 Option Year 1-December 1, 1999 - November 30, 2000

	Quantity	Unit	Price	Total
1) Building Mechanical Operations and Maintenance	12	Month	\$ <u>49,573</u>	\$ <u>594,876</u>
2) Architectural and Structural Maintenance and Repairs	12	Month	\$ <u>3,467</u>	\$ <u>41,604</u>
3) Parking Facilities Management *	12	Month	\$ <u>16,282</u>	\$ <u>195,384</u>
4) Incidental Facilities Tasks	12	Month	\$ <u>7,577</u>	\$ <u>90,924</u>
TOTAL FIRM FIXED PRICE FOR OPTION YEAR ONE:				\$ <u>922,788</u>

Option Year 2-December 1, 2000 - November 30, 2001

	Quantity	Unit	Price	Total
1) Building Mechanical Operations and Maintenance	12	Month	\$ <u>50,425</u>	\$ <u>605,100</u>
2) Architectural and Structural Maintenance and Repairs	12	Month	\$ <u>3,527</u>	\$ <u>42,324</u>
3) Parking Facilities Management *	12	Month	\$ <u>16,282</u>	\$ <u>195,384</u>
4) Incidental Facilities Tasks	12	Month	\$ <u>7,707</u>	\$ <u>92,484</u>
TOTAL FIRM FIXED PRICE FOR OPTION YEAR TWO:				\$ <u>935,292</u>

Option Year 3-December 1, 2001 - November 30, 2002

	Quantity	Unit	Price	Total
1) Building Mechanical Operations and Maintenance	12	Month	\$ <u>51,293</u>	\$ <u>615,516</u>
2) Architectural and Structural Maintenance and Repairs	12	Month	\$ <u>3,587</u>	\$ <u>43,044</u>
3) Parking Facilities Management *	12	Month	\$ <u>16,282</u>	\$ <u>195,384</u>
4) Incidental Facilities Tasks	12	Month	\$ <u>7,840</u>	\$ <u>94,080</u>
TOTAL FIRM FIXED PRICE FOR OPTION YEAR THREE:				\$ <u>948,024</u>

NRC-10-99-141
Modification No. 10
Section B

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 \$2,867,788. The total obligated amount for these services is \$2,415,844.

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	<u>34.28</u>	<u>39.18</u>
General Mechanic	<u>32.46</u>	<u>36.87</u>
Facility Manager	<u>40.77</u>	<u>40.77</u>
Technical Manager	<u>31.42</u>	<u>31.42</u>
Pipefitter	<u>32.46</u>	<u>36.87</u>
Stationary Engineer	<u>32.46</u>	<u>36.87</u>
HVAC Mechanic	<u>32.46</u>	<u>36.87</u>
Sheet-metal Worker	<u>32.46</u>	<u>36.87</u>
Carpenter	<u>32.46</u>	<u>36.87</u>
Painter	<u>32.46</u>	<u>36.87</u>
Plumber	<u>34.28</u>	<u>39.18</u>
Helper	<u>24.05</u>	<u>31.41</u>
General Laborer	<u>24.05</u>	<u>31.41</u>
Fire Extinguisher Repairer	<u>32.46</u>	<u>36.87</u>
Parking Attendant	<u>11.91</u>	<u>16.09</u>

NRC-10-99-141

Modification No. 10

Section B

Locksmith	<u>32.46</u>	<u>36.87</u>
Installer/Repairer	<u>32.46</u>	<u>36.87</u>
Architectural Structural Mechanic	<u>32.46</u>	<u>36.87</u>

OPTION YEAR ONE:

<u>Labor Category</u>	Regular Hourly Rate	Overtime Hourly Rate
Electrician	<u>34.00</u>	<u>39.18</u>
General Mechanic	<u>32.18</u>	<u>36.87</u>
Facility Manager	<u>41.91</u>	<u>41.91</u>
Technical Manager	<u>32.28</u>	<u>32.28</u>
Pipefitter	<u>32.18</u>	<u>36.87</u>
Stationary Engineer	<u>32.68</u>	<u>36.87</u>
HVAC Mechanic	<u>32.68</u>	<u>36.87</u>
Sheet-metal Worker	<u>32.18</u>	<u>36.87</u>
Carpenter	<u>32.68</u>	<u>36.87</u>
Painter	<u>32.68</u>	<u>36.87</u>
Plumber	<u>34.00</u>	<u>39.18</u>
Helper	<u>28.19</u>	<u>31.41</u>
General Laborer	<u>28.19</u>	<u>31.41</u>
Fire Extinguisher Repairer	<u>32.68</u>	<u>36.87</u>
Parking Attendant	<u>12.90</u>	<u>17.46</u>
Locksmith	<u>32.68</u>	<u>36.87</u>
Installer/Repairer	<u>32.68</u>	<u>36.87</u>
Architectural Structural Mechanic	<u>32.68</u>	<u>36.87</u>

OPTION YEAR TWO:

<u>Labor Category</u>	Regular Hourly Rate	Overtime Hourly Rate
Electrician	<u>34.78</u>	<u>40.20</u>
General Mechanic	<u>32.91</u>	<u>37.81</u>
Facility Manager	<u>43.09</u>	<u>43.09</u>
Technical Manager	<u>33.15</u>	<u>33.15</u>
Pipefitter	<u>32.96</u>	<u>37.89</u>
Stationary Engineer	<u>33.41</u>	<u>37.81</u>
HVAC Mechanic	<u>33.41</u>	<u>37.81</u>
Sheet-metal Worker	<u>32.91</u>	<u>37.81</u>
Carpenter	<u>33.41</u>	<u>37.81</u>
Painter	<u>33.41</u>	<u>37.81</u>
Plumber	<u>34.78</u>	<u>40.02</u>
Helper	<u>28.81</u>	<u>32.21</u>
General Laborer	<u>28.81</u>	<u>32.21</u>
Fire Extinguisher Repairer	<u>33.41</u>	<u>37.81</u>
Parking Attendant	<u>12.90</u>	<u>17.46</u>
Locksmith	<u>33.41</u>	<u>37.81</u>
Installer/Repairer	<u>33.41</u>	<u>37.81</u>
Architectural Structural Mechanic	<u>33.41</u>	<u>37.81</u>

NRC-10-99-141
Modification No. 10
Section B

OPTION YEAR THREE:

<u>Labor Category</u>	Regular Hourly Rate	Overtime Hourly Rate
Electrician	35.58	41.23
General Mechanic	33.66	38.78
Facility Manager	44.21	44.21
Technical Manager	34.07	34.07
Pipefitter	33.76	38.92
Stationary Engineer	34.16	38.78
HVAC Mechanic	34.18	38.78
Sheet-metal Worker	33.66	38.78
Carpenter	34.16	38.78
Painter	34.16	38.78
Plumber	35.58	41.23
Helper	29.44	33.03
General Laborer	29.44	33.03
Fire Extinguisher Repairer	34.16	38.78
Parking Attendant	12.90	17.46
Locksmith	34.16	38.78
Installer/Repairer	34.16	38.78
Architectural Structural Mechanic	34.16	38.78

OPTION YEAR FOUR:

<u>Labor Category</u>	Regular Hourly Rate	Overtime Hourly Rate
Electrician	35.58	41.23
General Mechanic	33.66	38.78
Facility Manager	45.39	45.39
Technical Manager	35.00	35.00
Pipefitter	33.76	38.92
Stationary Engineer	34.16	38.78
HVAC Mechanic	34.16	38.78
Sheet-metal Worker	33.66	38.78
Carpenter	34.16	38.78
Painter	34.16	38.78
Plumber	35.58	41.23
Helper	29.44	33.03
General Laborer	29.44	33.03
Fire Extinguisher Repairer	34.16	38.78
Parking Attendant	12.90	17.46
Locksmith	34.16	38.78
Installer/Repairer	34.16	38.78
Architectural Structural Mechanic	34.16	38.78

2. FIXED UNIT PRICES (UNIT PRICE AGREEMENTS)

The Contractor shall perform Unit Price Agreement (UPA) work orders at the unit prices set forth in Attachment No. 12 "Unit Price Schedule" of the Contract. These unit prices include materials, labor and profit per unit of work required.

NRC-10-99-141
Modification No. 10

represent the government's anticipated losses associated with that unacceptable performance, given the inherent difficulty in assessing such losses as the reduced life expectancy of equipment and facilities that are not maintained properly; the degradation of function that results from such improper maintenance; and reduced employee productivity when environmental conditions are not maintained properly; as well as the administrative costs that the government incurs enforcing failures to satisfy contract performance standards.

Should a contract board or court of competent jurisdiction determine that one or more of the liquidated damages provisions in Section C are unenforceable, the contractor agrees that the government may assess all identifiable losses that the liquidated damages clause might otherwise have covered in each case that the contractor fails to satisfy a performance standard. Such damages may include the administrative costs of inspection and reinspection, preparing and reviewing correspondence and other documents, and management reviews, calculated in all cases at the fully loaded rate that the NRC charges utility licensees for inspections.

**G.7 PROCEDURES FOR ASSESSING LIQUIDATED DAMAGES FOR
NONPERFORMANCE OR UNSATISFACTORY PERFORMANCE**

1. The major objective of the Government is to obtain complete and satisfactory performance in accordance with the terms of the contract. To comply, the Contractor shall complete his performance of each job, meeting the quality of work and meeting key personnel requirements (Refer to Section H.2). Failure to accomplish the specifications of the contract justify deductions to the Contractor.
2. The Contractor shall refer to Section C which will be used by the NRC to determine monetary deductions for nonperformance or work under this contract, or deficiencies in the work performed or for failure to respond to requests for service, or to meet any other requirements contractual specifications.
3. **Assessment of Unacceptable Performance Deductions:**
 - a. The NRC Project Officer and Project Officer Alternates will notify the Contractor of proposed deductions on a daily basis through FIXIT, and/or QA inspection forms, and e-mails.
 - b. The Contractor shall provide written acceptance or dispute/rebuttal to each proposed deduction within three (3) work days from receipt of the proposed deduction notification.
 - c. The NRC will review the rebuttal correspondence to determine if a deduction should be assessed.

NRC-10-99-141
Modification No. 10

- d. The Contracting Officer will issue a letter to the Contractor not later than 15 work days following the month for which deductions have been assessed, informing the Contractor of the total monthly deductions taken for the associated period.
- e. Total deductions will be taken from the Contractor's monthly invoice.

[End of Clause]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

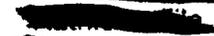
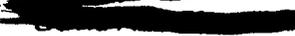
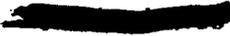
H.1 NRCAR 2052.204-71 SITE ACCESS BADGE REQUIREMENTS (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

[End of Clause]

H.2 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)

- 1. The following individuals are considered to be essential to the successful performance of the work hereunder:

(1) Facility Manager	  	4/20/99 - 10/31/99 11/2/99 - 11/26/99 2/1/00
(1) Technical Supervisor	   	4/20/99 - 7/21/99 7/22/99 - 3/31/00 5/30/00 - 6/21/00 8/21/00