

2. AMENDMENT/MODIFICATION NO. M002	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQ. NO. dtd 08/02/05 NSR-05-500M002	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Contract Management Branch No. 3 Mail Stop T-7-I-2 Washington, DC 20555	CODE 3100	7. ADMINISTERED BY (If other than Item 6) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Contract Management Branch No. 3 Washington, DC 20555	CODE 3100

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PROJECT PERFORMANCE CORPORATION ATTN: PETER DIERBECK DIRECTOR OF CONTRACTS 1760 OLD MEADOW RD FL 4 MC LEAN VA 221022433	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. GS35F0068J NRC-33-05-339-001
	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 07-13-2005
CODE	FACILITY CODE	

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) 511-15-11C-398 R1138 251A 31X0200.511
OBLIGATE: \$125,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

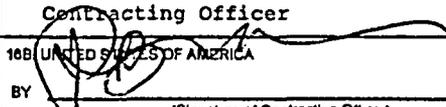
<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, 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:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Unilateral Section A.3 CONSIDERATION AND OBLIGATION

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.)

-----THE SUBJECT ORDER IS HEREBY MODIFIED AS DESCRIBED IN PAGE 2-----

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)	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert B. Webber Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
18B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	18C. DATE SIGNED 8/20/05

The purpose of this modification to:

(1). Provide incremental funding in the amount of **\$125,000.00** for the Option Period, thereby increasing the obligated amount from **\$299,999.86** to **\$424,999.86**.

Accordingly, the subject order is modified as follows:

1. Section A.3 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988) is DELETED entirely and REPLACED with the following:

"A.3 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is **\$439,449.29**.

(b) The amount presently obligated with respect to this contract is **\$424,999.86**. 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."

The following is a summary of NRC obligations from the date of award through the date of this action:

Total FY-2005 obligations.....**\$ 424,999.86**
Cumulative Total of NRC Obligations.....**\$ 424,999.86**

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

This modification obligates FY-2005 funds in the amount of **\$125,000.00**.