

2. AMENDMENT/MODIFICATION NO. See Attachment No. 1	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. CIO-03-342-005 164,165	5. PROJECT NO.(If applicable)
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6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts: CMB3 Attn: Richard Bright 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 Washington, DC 20555	CODE 3100
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OAO CORPORATION 2605 Meridian Parkway Suite 1000 Durham NC 27713	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. GS35F4524G DR-33-03-342-005
		10B. DATED (SEE ITEM 13)
CODE 074830209	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)

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-NRC/Contractors e-mail dated June 26, 2007 FAR 52.243-3 Changes-Time & Materials or Labor-Hour Contract

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.)

This Mod addresses task manager designations, ceiling adjustments, incremental funding for task orders 2, 3, 4, 6, 10, 13, 14, 16, 20, 22, 25, 29, 30, 33, 38 and 43.

See the following pages for modification details.

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) Michael A. Turner Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY <i>Michael A. Turner</i> (Signature of Contracting Officer)
	16C. DATE SIGNED 4/28/07

- Task Order No. 2, Modification No. 17
- Task Order No. 3, Modification No. 28
- Task Order No. 4, Modification No. 8
- Task Order No. 6, Modification No. 10
- Task Order No. 10, Modification No. 15
- Task Order No. 13, Modification No. 24
- Task Order No. 16, Modification No. 9
- Task Order No. 20, Modification No. 12
- Task Order No. 22, Modification No. 9
- Task Order No. 25, Modification No. 11
- Task Order No. 29, Modification No. 10
- Task Order No. 30, Modification No. 15
- Task Order No. 33, Modification No. 17
- Task Order No. 38, Modification No. 10
- Task Order No. 43, Modification No. 8
- Task Order No. 44, Modification No. 5

The purpose of this modification is to:

1. Designate a new Task manager under task order 33
2. Provide for a downward adjustment to the cost ceilings for task orders 3, 4, 6, 22, 30, 44 and an upward adjustment on the cost ceiling for task order 16 to reflect an increase/decrease in the level of effort in accordance with the revised cost estimate (Attachment No. 2) and the contractor's e-mail dated, June 26, 2007.
3. Provide incremental funding for task orders 2, 10, 13, 20, 25, 33, 38, 43, and deobligate funds for task orders 13, 29, 44.

Accordingly, the following changes are hereby made:

- (1) The following task order is revised to incorporate a new NRC Task Manager/Alternate Task manager:
"Task Order 33:
The Manager for this task order is Wil Madison, (301) 415-7221.
The Alternate Manger for this task order is Arthur Davis, (301) 415-5780"
- (2) The cost ceilings for task orders 3, 4, 6, 16, 22, 30, 44 are hereby increased/(decreased) from the amount specified under Column B to the revised amount under Column D of the "Task Order Ceiling and Obligation Summary." The obligated amount under Column G shall, at no time, exceed the task order cost ceiling amount under Column D. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount under Column G, 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 the task order. Any work undertaken by the Contractor in excess of the obligated amount specified under Column E is done so at the Contractor's risk.
- (3) The obligated amount for task orders 2,10,13, 20, 25, 29, 33, 38, 43 are hereby increased/(decreased) from the amount specified under Column E to the revised amount under Column G of the "Task Order Ceiling and Obligation Summary." The obligated amount under Column G shall, at no time, exceed the task order cost ceiling amount under Column D. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount under Column G, 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 the task order. Any work undertaken by the Contractor in excess of the obligated amount specified under Column G is done so at the Contractor's risk.

A	B	C	D	E	F	G	H	F	G	H	I
Task Order Ceiling and Obligation Summary							Accounting and Appropriation Data				
TASK ORDER / MOD NO.	PREVIOUS TASK ORDER CEILING	INCREASED LOE	REVISED CEILING	PREVIOUS OBLIGATIONS	CURRENT OBLIGATION	TOTAL OBLIGATIONS	B&R NO.	JOB CODE	BOC NO.	APPN. NO.	COMMIT. NO.
T.O. No. 2/Mod. No. 17	\$734,703.87	--	\$734,703.87	\$686,379.00	\$43,000.00	\$729,379.00	710-15-5F1-340	J1275	252A	31X0200.710	10770801C
T.O. No. 3/Mod. No. 28	\$4,182,406.91	\$(99,152.85)	\$4,083,254.06	\$3,797,883.54	--	\$3,797,883.54	--	--	--	--	--
T.O. No. 4/Mod. No. 8	\$10,158.24	\$(5,147.50)	\$5,010.74	\$5,000.00	--	\$5,000.00	--	--	--	--	--
T.O. No. 6/Mod. No. 10	\$149,280.43	\$(90,004.92)	\$59,275.51	\$59,200.00	--	\$59,200.00	--	--	--	--	--
T.O. No. 10/Mod. No. 15	\$200,980.00	--	\$200,980.00	\$182,275.41	\$18,704.59	\$200,980.00	77R-15-111-160	N7325	2574	31X0200	RQ700700059
T.O. No. 13/Mod. No. 23	\$5,627,873.34	--	\$5,627,873.34	\$5,590,707.93	\$37,000.00	\$5,627,707.93					
					\$115,000.00		710-15-5G1-348	J1017	252A	31X0200.710	10770759C
					\$(78,000.00)		710-15-300-329	J1226	252A	31X0200.710	
T.O. No. 16/Mod. No. 9	\$114,848.66	\$3,423.16	\$118,271.82	\$118,241.82	--	\$118,241.82	--	--	--	--	--
T.O. No. 20/Mod. No. 12	\$118,759.26		\$118,759.26	\$89,057.94	\$14,000.00	\$103,057.94	755-15-344-160	J5486	252A	31X0200	AA8550013
T.O. No. 22/Mod. No. 9	\$190,672.45	\$(32,573.77)	\$158,098.68	\$145,998.00	--	\$145,998.00	--	--	--	--	--
T.O. No. 25/Mod. No. 11	\$257,553.19	--	\$257,553.19	\$216,827.17	\$10,000.00	\$226,827.17	77N-15-5H1-365	N7154	252A	31X0200	RQ700700060
T.O. No. 29/Mod. No. 14	\$142,070.71	--	\$142,070.71	\$141,973.80	\$(15,000.00)	\$126,973.80	77A-15-122-160	J7075	252A	31X0200.37A	RQ700700029
T.O. No. 30/Mod. No. 15	\$810,802.03	\$(79,890.23)	\$730,911.80	\$730,399.36	--	\$730,399.36	--	--	--	--	--
T.O. No. 33/Mod. No. 17	\$822,978.88	--	\$822,978.88	\$402,735.30	\$394,000.00	\$796,735.30	710-15-5E1-332	J1145	252A	31X0200.710	10770782C
T.O. No. 38/Mod. No. 10	\$156,393.40	--	\$156,393.40	\$104,916.60	\$15,000.00	\$119,916.60	710-15-5G1-344	J1089	2572	31X0200.710	10770789C
T.O. No. 43/Mod. No. 8	\$1,920,338.25	--	\$1,920,338.25	\$1,781,250.00	\$130,088.00	\$1,911,338.00	710-15-5F1-342	J1280	252A	31X0200.710	10770810C
T.O. No. 44/Mod. No. 5	\$51,016.08	\$(35,167.42)	\$15,848.66	\$51,016.08	\$(35,167.42)	\$15,848.66	660-15-111-160	N6294	2630	31X0200	