

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. See Attachment No. 1

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO. CIO-03-342-005 166

5. PROJECT NO.(if applicable)

6. ISSUED BY CODE 3100

7. ADMINISTERED BY (If other than Item 6) CODE 3100

U.S. Nuclear Regulatory Commission Div. of Contracts: CMB3 Attn: Richard Bright Mail Stop T-7-I-2 Washington, DC 20555

U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555

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.

Table with 2 columns: Selection (X) and Description. Row 1: A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. Row 2: B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES. Row 3: C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF. Row 4: D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties-NRC/Contractors e-mail dated August 9, 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.)

The purpose of this modification is to:

- 1. Provide for a downward adjustment to the cost ceilings for task orders 5, 8, 14, 17, 19, 20, 21, 22, 25, 27, 28, 29, 34, 38, 42, 46, 47 and an upward adjustment on the cost ceiling for task orders 13, 26, 33, 43 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, August 9, 2007.
2. Provide incremental funding for task orders 2, 10, 13, 20, 25, 33, 38, 43.

See following page for 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.

Table with 4 columns: 15A. NAME AND TITLE OF SIGNER, 15B. CONTRACTOR/OFFEROR, 15C. DATE SIGNED, 16A. NAME AND TITLE OF CONTRACTING OFFICER, 16B. UNITED STATES OF AMERICA BY, 16C. DATE SIGNED. Includes signature of Michael A. Turner and date 8/14/07.

- Task Order No. 2, Modification No. 18
- Task Order No. 3, Modification No. 29
- Task Order No. 5, Modification No. 14
- Task Order No. 8, Modification No. 14
- Task Order No. 13, Modification No. 25
- Task Order No. 14, Modification No. 13
- Task Order No. 17, Modification No. 9
- Task Order No. 19, Modification No. 9
- Task Order No. 20, Modification No. 13
- Task Order No. 21, Modification No. 12
- Task Order No. 22, Modification No. 10
- Task Order No. 25, Modification No. 13
- Task Order No. 26, Modification No. 10
- Task Order No. 27, Modification No. 10
- Task Order No. 28, Modification No. 12
- Task Order No. 29, Modification No. 12
- Task Order No. 33, Modification No. 18
- Task Order No. 34, Modification No. 20
- Task Order No. 37, Modification No. 11
- Task Order No. 38, Modification No. 10
- Task Order No. 39, Modification No. 9
- Task Order No. 42, Modification No. 6
- Task Order No. 43, Modification No. 8
- Task Order No. 46, Modification No. 2
- Task Order No. 47, Modification No. 3
- Task Order No. 48, Modification No. 1

The purpose of this modification is to:

1. Provide for a downward adjustment to the cost ceilings for task orders 5, 8, 14, 17, 19, 20, 21, 22, 25, 27, 28, 29, 34, 38, 42, 46, 47 and an upward adjustment on the cost ceiling for task orders 13, 26, 33, 43 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.
2. Provide incremental funding for task orders 2, 10, 13, 20, 25, 33, 38, 43.

Accordingly, the following changes are hereby made:

- (1) The cost ceilings for task orders 5, 8, 13, 14, 17, 19, 20, 21, 22, 25, 26, 27, 28, 29, 33, 34, 38, 42, 43, 46, 47 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.
- (2) The obligated amount for task orders 2, 10, 13, 20, 25, 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	I	J	K	L
Task Order Ceiling and Obligation Summary							Accounting and Appropriation Data				
TASK ORDER / MOD NO.	PREVIOUS TASK ORDER CEILING	INCREASED/ DECREASED 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. 18	\$ 734,703.87	\$ -	\$ 734,703.87	\$729,379.00	\$ 5,324.00	\$734,703.00	710-15-5F1-340	J1275	252A	31X0200. 710	10770910C
T.O. No. 3/ Mod. No. 29	\$4,083,254.06	\$ -	\$4,083,254.06	\$3,797,883.54	\$ 285,000.00	\$4,082,883.54					
						\$135,000.00	720-15-111-160	J3042	2574	31X0200. 720	200765046
						\$150,000.00	730-15-111-160	J3041	2574	31X0200. 730	200765049
T.O. No. 5/ Mod. No. 15	\$1,550,356.32	\$ (65,727.85)	\$1,484,628.47	\$ 1,460,362.20	\$ 24,000.00	\$1,484,362.20	77N-15-5H1-367	J7014	252A	31X0200. 47N	RQ700700074
T.O. No. 8/ Mod. No. 14	\$ 102,650.88	\$ (19,037.54)	\$ 83,613.34	\$ 83,597.06	\$ -	\$ 83,597.06	-	-	-	-	-
T.O. No. 13/ Mod. No. 25	\$5,627,873.34	\$ 74,895.40	\$5,702,768.74	\$ 5,584,707.93	\$ 75,000.00	\$5,659,707.93	710-15-5G1-348	J1250	252A	31X0200. 710	10770845C
T.O. No. 14/ Mod. No. 13	\$ 766,082.29	\$ (95,442.80)	\$ 670,639.49	\$ 670,433.70	\$ -	\$ 670,433.70	-	-	-	-	-
T.O. No. 17/ Mod. No. 9	\$ 7,993.72	\$ (1,695.11)	\$ 6,298.61	\$ 6,287.72	\$ -	\$ 6,287.72	-	-	-	-	-
T.O. No. 19/ Mod. No. 9	\$ 171,564.76	\$ (9,505.02)	\$ 162,059.74	\$ 162,000.00	\$ -	\$ 162,000.00	-	-	-	-	-
T.O. No. 20/ Mod. No. 13	\$ 118,759.26	\$ (15,680.60)	\$ 103,078.66	\$ 103,057.94	\$ -	\$ 103,057.94	-	-	-	-	-
T.O. No. 21/ Mod. No. 12	\$ 68,892.16	\$ (16,814.03)	\$ 52,078.13	\$ 52,056.35	\$ -	\$ 52,056.35	-	-	-	-	-
T.O. No. 22/ Mod. No. 10	\$ 158,098.68	\$ (12,096.64)	\$ 146,002.04	\$ 145,998.00	\$ -	\$ 145,998.00	-	-	-	-	-
T.O. No. 25/ Mod. No. 13	\$ 257,553.19	\$ (30,693.36)	\$ 226,859.83	\$ 226,827.17	\$ -	\$ 226,827.17	-	-	-	-	-
T.O. No. 26/ Mod. No. 10	\$ 343,966.84	\$ 6,466.84	\$ 350,433.68	\$ 343,966.83	\$ 6,400.00	\$ 350,366.83	60-15-111-160	N6498	2630	31X0200. 760	RES-C07-279
T.O. No. 27/ Mod. No. 10	\$ 512,749.16	\$ (22,716.40)	\$ 490,032.76	\$ 490,000.00	\$ -	\$ 490,000.00	-	-	-	-	-
T.O. No. 28/ Mod. No. 12	\$ 45,579.91	\$ (5,603.04)	\$ 39,976.87	\$ 39,951.00	\$ -	\$ 39,951.00	-	-	-	-	-
T.O. No. 29/ Mod. No. 12	\$ 142,070.71	\$ (194.00)	\$ 141,876.71	\$ 126,928.80	\$ -	\$ 126,928.80	-	-	-	-	-

A	B	C	D	E	F	G	H	I	J	K	L
Task Order Ceiling and Obligation Summary							Accounting and Appropriation Data				
TASK ORDER / MOD NO.	PREVIOUS TASK ORDER CEILING	INCREASED/ DECREASED LOE	REVISED CEILING	PREVIOUS OBLIGATIONS	CURRENT OBLIGATION	TOTAL OBLIGATIONS	B&R NO.	JOB CODE	BOC NO.	APPN. NO.	COMMIT. NO.
T.O. No. 33/ Mod. No. 18	\$ 822,978.88	\$ 291,959.92	\$1,114,938.80	\$ 796,735.30	\$ 317,850.00	\$1,114,585.30					
						\$75,000.00	710-15-5F1-340	J1272	2572	31X0200. 710	10770866C
						\$55,000.00	710-15-5F1-342	J1278	2572	31X0200. 710	10770870C
						\$120,000.00	710-15-5F1-342	J1278	2572	31X0200. 710	10770868C
						\$67,850.00	725-15-171-107	Q4135	2574	31X0200. 725	NRO-07-476
T.O. No. 34/ Mod. No. 20	\$1,731,916.76	\$ (52,603.40)	\$1,679,313.36	\$1,679,216.00	\$ -	\$1,679,216.00	-	-	-	-	-
T.O. No. 37/ Mod. No. 11	\$ 548,752.05	\$ -	\$ 548,752.05	\$448,919.25	\$ 99,000.00	\$547,919.25	711-15-11C-398	RI151	252A	31X0200. 71i	NSR-07-509
T.O. No. 38/ Mod. No. 10	\$ 156,393.40	\$ (36,441.24)	\$ 119,952.16	\$119,916.60	\$ -	\$119,916.60	-	-	-	-	-
T.O. No. 39/ Mod. No. 9	\$ 59,280.43	\$ (1,652.56)	\$ 57,627.87	\$57,610.38	\$ -	\$57,610.38	-	-	-	-	-
T.O. No. 42/ Mod. No. 6	\$ 94,380.09	\$ (44,019.10)	\$ 50,360.99	\$50,379.84	\$ -	\$50,379.84	-	-	-	-	-
T.O. No. 43/ Mod. No. 8	\$1,920,338.25	\$ 99,682.29	\$2,020,020.54	\$1,911,338.00	\$ 108,661.00	\$2,019,999.00	710-15-5F1-342	J1280	252A	31X0200. 710	10770918C
T.O. No. 46/ Mod. No. 2	\$ 99,917.78	\$ (2,229.99)	\$ 97,687.79	\$97,642.30	\$ -	\$97,642.30	-	-	-	-	-
T.O. No. 47/ Mod. No. 3	\$ 987,608.57	\$ (41,559.20)	\$ 946,049.37	\$946,000.00	\$ -	\$946,000.00	-	-	-	-	-
T.O. No. 48/ Mod. No. 1	\$ 146,932.34	\$ -	\$ 146,932.34	\$50,000.00	\$ 96,932.00	\$ 146,932.00	755-15-344-232	J5586	252A	31X0200	AA8550015