

2. AMENDMENT/MODIFICATION NO. M004	3. EFFECTIVE DATE 8/31/07	4. REQUISITION/PURCHASE REQ. NO. ADM-06-430	5. PROJECT NO.(If applicable)
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6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: James Leedom 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) WW CONTRACTORS, INCORPORATED 55 MILLSTONE RD RANDALLSTOWN MD 211331534 CODE 175515774 FACILITY CODE	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-10-06-430 Modification No. 4
	X	10B. DATED (SEE ITEM 13) 07-27-2006

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)	74015-5A1303 D2316 254A x0200 Obligate: \$ 500,000.00
	74015-5A1303 R0125 254A x0200 Obligate: \$1,862,998.25

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 Between Both Parties FAR Clause 52.217-9.

E. IMPORTANT: Contractor is not, is required to sign this document and return ³ _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 See attached pages for the purpose of this modification.
 This modification obligates \$2,362,998.25
 FFS# ADM-06-430 DUNS# 175515774

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) SEAN P. GARLIGHER - PRESIDENT	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey L. McDermott Contracting Officer
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 8-30-07
16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED 8/24/07

The purpose of this modification is to:

1. Remove the requirement for Treo phones and services, decrease Annual Basic Contract Services and revise Section B – Supplies or Services and Price/Costs “Summary of Prices”.
2. Add the requirement for Incandescent light bulb replacement, increase Annual Basic Contract Services and revise Section B – Supplies or Services and Price/Costs “Summary of Prices”
3. Increase the scope of the contract to include 24 hour coverage at NRC Headquarters, increase Annual Basic Contract Services and revise Section B – Supplies or Services and Price/Costs “Summary of Prices”.
4. Increase Annual Basic Contract Services to cover the cost of FIXIT surveillance for the Executive Boulevard and Bethesda Gateway facilities and revise Section B – Supplies or Services and Price/Costs “Summary of Prices”.
5. Modify Section B – Supplies or Services and Price/Costs in accordance with year two of the Collective Bargaining Agreement (CBA) between the Nuclear Regulatory Commission, WW Contractors, Inc. and the International Union of Operating Engineers, Local 99.
6. Incorporate the Partnering Agreement between the Nuclear Regulatory Commission and W.W. Contractors, Inc. (attached)
7. Revise the Statement of Work and incorporate the following changes:
 1. Increase the micro-purchase threshold from \$2,500.00 to \$3,000.00
 2. Incorporate WW’s preventative maintenance plan
 3. Incorporate WW’s surveillance plan for the Executive Boulevard & Bethesda Gateway facilities
 4. Allow for Building Engineers to be used in place of trade requirements
 5. Allow WW Contractors, Inc. to provide 24 hour HVAC mechanic on-site coverage, including weekends and Federal holidays.
8. Add a new Technical Supervisor and Facility Manager.
9. Add an alternate NRC Project Officer.
10. Exercise option year one (1) in accordance with Section I.4 - FAR Clause 52.217-9 – Option to Extend the Term of the Contract (MAR 2000).
11. Modify/Replace Section B – Supplies or Services and Price/Costs “Summary of Prices” to increase the ceiling for Reimbursable Services, Basic Operations, Maintenance and Repair Services of option year one (1) and the total contract ceiling.
12. Provide incremental funding for Annual Basic and Reimbursable Services.

Contract NRC-10-06-430 is hereby modified as follows:

1. The requirement for three (3) Treo Smartphones is hereby removed. The ceiling for Annual Basic Contract Services (Job Code R0125) is hereby reduced as follows and will be reflected in the revised **Section B – Supplies or Services and Price/Costs “Summary of Prices”** (attached):

	<u>Total</u>
Option Years 1 & 2:	\$3,600.00 per year (\$100.00 per month x 12 months x 3 phones)
Award Terms 1 & 2:	\$3,600.00 per year (\$100.00 per month x 12 months x 3 phones)

WW Contractors, Inc shall reimburse the Nuclear Regulatory Commission for funds obligated during the base period for the procurement and activation of two (2) Treo Smartphones. The reimbursable amounts are as follows:

	<u>Total</u>
Activation fee:	\$100.00 (\$50.00 per phone x 2 phones)
Unit price for phones:	\$600.00 (\$300.00 per phone x 2 phones)

2. WW Contractors, Inc. shall provide and install compact florescent light bulbs in place of florescent light bulbs as they fail in both One and Two White Flint buildings. Annual Basic Contract Services (Job Code R0125) is hereby increased by \$2,000.00 per year, effective for Option Year 1 through Award Term 2. The increase in Annual Basic Contract Services will be reflected in the revised **Section B – Supplies or Services and Price/Costs “Summary of Prices”** (attached).
3. The scope of the contract is hereby revised to increase the scope of the contract to include 24 hour a day HVAC mechanic on-site coverage. This includes night work (12:00am – 6:00am), weekends and Federal holidays. The coverage shall not overlap with normal business hours. Annual Basic Contract Services (Job Code R0125) are hereby increased by \$193,575.32 per year, effective from October 1, 2007 through Award Term 2. The increase in Annual Basic Contract Services will be reflected in the revised **Section B – Supplies or Services and Price/Costs “Summary of Prices”** (attached).

The Contractor is not authorized to invoice the NRC at the increased Annual Basic Contract Services rate until the employee has reported for official duty. The Contractor's performance bonus shall not be penalized for delays caused by the NRC's security requirements. The 24 hour on-site coverage shall only affect the Contractor's performance when new employees report for official duty. The following monthly rates apply:

September 1, 2007 through September 30, 2007 without 24 hour coverage:	\$129,074.51
October 1, 2007 through November 30, 2007 with 24 hour coverage:	\$145,205.79
December 1, 2007 through August 31, 2008 without 24 hour coverage:	\$136,258.96
December 1, 2007 through August 31, 2008 with 24 hour coverage:	\$152,390.24

4. Annual Basic Contract Services (Job Code R0125) are hereby increased by \$1,600.00 per year to cover the expenses associated with providing FIXIT surveillance for the Executive Boulevard and Bethesda Gateway facilities. The increase is effective for Option Year 1 through Award Term 2. The increase in cost is reflected in the revised **Section B – Supplies or Services and Price/Costs “Summary of Prices”** (attached). The surveillance requirements of the Contractor are reflected in the revised Statement of Work (attached).

5. Years two (2) and three (3) of the Collective Bargaining Agreement (CBA) are hereby incorporated into the contract, beginning December 1, 2007 through November 30, 2009. Funds for Annual Basic Contract Services (Job Code R0125) are hereby increased by the below amounts. The increases are reflected in the revised **Section B – Supplies or Services and Price/Costs “Summary of Prices”** (attached).

	<u>O&M</u>	<u>Parking</u>	<u>Total</u>
Year Two (2) of CBA:	\$7,184.45	\$1,092.75	\$8,277.20
Year Three (3) of CBA:	\$8,055.12	\$1,175.32	\$9,230.44

6. The Partnering Agreement between the Nuclear Regulatory Commission and W.W. Contractors, Inc. is hereby incorporated into the contract (attached). The Contractor shall sign one copy and return one (1) copy to the NRC.
7. The attached Statement of Work (SOW) is hereby incorporated into contract NRC-10-06-430 and replaces the original in its entirety. The following sections have been revised and are highlighted in the SOW:
- Section C.4 – 4.2:** Contractor’s Regular Working Hours
 - Section C.9 – 6.9 (F):** Supervision and Personnel/Qualifications and Conduct
 - Section C.8 - 8.3:** Maintenance Program
 - Section C.9 - 9.5 (B) (C):** Repairs Exceeding \$1,500
 - Section C.9 - 9.9 (A.1):** Service Requests for Leased Buildings
 - Section C.9 - 9.11 (D) (E):** Work Orders that Do Not Exceed \$3,000 and Work Order that Do Exceed \$3,000
8. The WWC Technical Supervisor is: Kelly Corey
- The WWC Facility Manager is: Keith Barker; (301) 415-0545; keithb@vwcontractors.com.
9. The additional Alternate NRC Project Officer is: Harry Cepura; (301) 415-7830; HSC1@nrc.gov; Mail Stop: T-7-D-24 (effective immediately)
10. Option Year One (1) is hereby exercised in accordance with Section 1.4 - FAR Clause 52.217-9. Therefore, the period of performance is hereby extended to 08/31/2008.
11. The following ceilings are hereby increased:
1. The ceiling for Reimbursable Services for option year one (1) is hereby increased by \$250,000.00, from \$250,000.00 to \$500,000.00.
 2. The ceiling for Annual Basic Contract Services for option year one (1) is hereby increased by \$237,707.48 from \$1,766,773.80 to \$2,004,481.28.
 3. The total contract ceiling is hereby increased by \$1,614,153.12 from \$11,014,859.42 to \$12,629,012.54.

12. Funding is hereby obligated for **Annual Basic Contract Services (Job Code R0125)** for Option Year One (1) in the amount of \$1,862,998.25. Funding is increased by \$1,862,998.25 from \$1,668,171.47 to \$3,531,169.72.

Funding is hereby obligated for **Reimbursable Services (Job Code D2316)** for Option Year One (1) in the amount of \$500,000.00. Funding is increased by \$500,000.00 from \$785,000.00 to \$1,285,000.00.

Funding Summary

Base Period (approx. 08/31/2006 – 08/31/2007, including Phase-In)

	<u>Status</u>	<u>Obligated</u>	<u>Ceiling</u>
One-Month Phase-In Period	Complete	\$ 60,440.00	\$ 60,440.00
Annual Basic Contract Services* (R0125)	Active	\$1,535,731.47	\$1,535,731.47
Annual Reimbursable Contract Services (D2316)	Active	\$ 785,000.00	\$ 785,000.00
Annual Performance Bonus (R0125)	N/A	<u>\$ 72,000.00</u>	<u>\$ 72,000.00</u>
Total Obligations for Base Period		\$2,453,171.47	\$2,453,171.47

*Does not include cost of Basic Contract Services: Parking Garage Management (\$192,422.79).

Option Year One (1) (09/01/2007 – 08/31/2008)

	<u>Status</u>	<u>Obligated</u>	<u>Ceiling</u>
Annual Basic Contract Services* (R0125)	Active	\$1,790,998.25	\$1,790,998.25
Annual Reimbursable Contract Services (D2316)	Active	\$ 500,000.00	\$ 500,000.00
Annual Performance Bonus (R0125)	N/A	<u>\$ 72,000.00</u>	<u>\$ 72,000.00</u>
Total Obligations for Base Period		\$2,362,998.25	\$2,362,998.25

*Does not include cost of Basic Contract Services: Parking Garage Management (\$213,483.03).

Attachments:

1. Revised **Section B – Supplies or Services and Price/Costs “Summary of Prices”**
2. Partnering Agreement between NRC and WW Contractors, Inc.
3. Revised Statement of Work
4. WW Wage increase matrix.

All other terms, prices and conditions remain the same.