

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

OF PAG

1

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2. AMENDMENT/MODIFICATION NO.

0003

3. EFFECTIVE DATE

February 22, 2008

4. REQUISITION/PURCHASE REQ. NO.

ADM-07-435

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
Division of Contracts
Attn: Contracts Management Branch #1
Mail Stop T-7-I-2
Washington, DC 20555

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Division of Contracts
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

PRICE MODERN LLC
PRICE MODERN OF WASHINGTON

2604 SISSON ST
BALTIMORE MD 212113189

CODE D&B#003073525

FACILITY CODE

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
GS28F0031R DR-10-07-435

10B. DATED (SEE ITEM 13)
02-22-2007

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)

B&R #84015-171345 Job Code #N2338 BOC #252A
Appropriation #X0200 OBLIGATE: \$808,500.00

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) 52.217-9 "Option to Extend the Term of the Contract" and Mutual Agreement of Both Parties

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.)

The purpose of this modification is to exercise Option Period One (February 22, 2008 through February 21, 2009), as specified on the following pages of this document.

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)

MICHAEL T. NEALE
VICE PRESIDENT, GOVERNMENT SALES

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

ROMENA R. MOY
Contracting Officer

15B. CONTRACTOR OFFICER

(Signature of person authorized to sign)

15C. DATE SIGNED

1/30/2008

16B. UNITED STATES OF AMERICA

BY

(Signature of Contracting Officer)

16C. DATE SIGNED

02-01-08

CONTINUATION PAGE

Contract No. DR-10-07-435 is hereby modified, as follows:

(1) Subsection A.5 "52.217-9 Option to Extend the Term of the Contract" is revised as follows:

(a) The Government may extend the term of this contract by written notice to the Contractor within six (6) months prior to the end of the current performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least one (1) month prior to the end of the current performance period. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(2) Option Year One is exercised for the performance period of February 22, 2008 through February 21, 2009.

(3) REVISE Subsection A.9 "Consideration and Obligation – Deliver Orders" as follows:

"A.9 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 \$4,537,500. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$4,492,883. The Contracting Officer may issue 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 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.

(4) As a result of this modification, the total Firm-Fixed Price (FFP) of this contract is revised:

From: \$3,729,000.00 By: \$808,500.00 To: \$4,537,500

(5) The total obligations under this contract are:

FY 2007 –	\$3,684,383.00
FY 2008 –	<u>\$ 808,500.00</u>
	\$4,492,883.00

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE & EFFECT.