

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO. 1. CONTRACT ID CODE PAGE 1 OF PAGES 4

2. AMENDMENT/MODIFICATION NO. M002
 3. EFFECTIVE DATE 09/25/2008
 4. REQUISITION/PURCHASE REQ. NO. ADM-07-433
 5. PROJECT NO. (if applicable) 4/10/08 & 7/29/08

6. ISSUED BY CODE 3100
 U.S. Nuclear Regulatory Commission
 Div. of Contracts
 Attn:
 Mail Stop: TWB-01-B10M
 Washington, DC 20555
 7. ADMINISTERED BY (if other than item 6) CODE 3100
 U.S. Nuclear Regulatory Commission
 Div. of Contracts
 Mail Stop: TWB-01-B10M
 Washington, DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 BLUE RIDGE LIMOSNE & TOURS SERVICES INC
 7504 INZER ST
 SPRINGFIELD VA 221512921
 CODE 793229121 FACILITY CODE
 9A. AMENDMENT OF SOLICITATION NO. (X)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-10-07-433
 10B. DATED (SEE ITEM 13) X 03-21-2007

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) 31X0200 B&P: 84015-5BE312 BOC: 252A JCN: X2322
 OBLIGATE \$70,000

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: Withinscope Modification
 D. OTHER (Specify type of modification and authority)
 X

E. IMPORTANT: Contractor is not, is required to sign this document and return ² 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 Modification 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) R. NEIL JEFFERSON / PRESIDENT
 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)
 15C. DATE SIGNED 9/27/08
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sharlene McCubbin Contracting Officer
 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
 16C. DATE SIGNED 09-25-2008

NSN 7540-01-152-8070
 PREVIOUS EDITION NOT USABLE

STANDARD FORM 30 (REV. 10-83)
 Prescribed by GSA - FAR (48 CFR) 53.243

TEMPLATE - ADM002

SUNSI REVIEW COMPLETE

OCT 27 2008

ADM002

The purpose of this modification is to: 1) increase the shuttle service to include Church Street site; 2) incorporate clause 52.216-2, Economic Price Adjustment for fuel charges; 3) revise price schedule on Standard Form 1449; 3) increase the ceiling amount by \$93,687.24; and provide incremental funding in the amount of \$70,000.00.

1) The statement of work is hereby modified to add a second shuttle and driver as a result of the additional Church Street Site. The shuttle is anticipated to start October 1 2008. The project officer will provide a revised shuttle schedule to the contractor prior to actual date of services needed at the Church Street site.

2) Standard Form 1449 is hereby revised as follows for Option Year 1 only. Option Year 2 and Option Year 3 will be done at the time of exercise of Option.

Item No.	Schedule/Services	QTY	Unit	Unit Price	Total Amount
1	Shuttle Services - Basic Contract-3/19/07-3/18/08	████	Months	██████████	122,063.04
2	Shuttle 1 Services – Option Year 1-3/19/08-3/18/09	████	Months	██████████	118,026.72
3	Fuel Charge NTE without prior approval. Based on actual with EPA adjustment.	████	Months	██████████	18,000.00
4	Shuttle 2 Option Year 1 10/1/08 through 3/18/09.	████	Months	██████████	53,862.48
5	Fuel Charge NTE without prior approval. Based on actual with EPA adjustment	████	Months	██████████	9,000.00
6	Option Year 2 to be revised at exercise of Option				Intentionally left blank
7	Option Year 3 to be revised at exercise of Option				Intentionally left blank
	Total ceiling for Basic Contract and Option Year 1				\$320,952.24

3) Section B.1 CONSIDERATION AND OBLIGATION-FIRM FIXED PRICE, is deleted and substituted with the following in lieu thereof:

"(a) The price of this contract for the basic contract through Option Year 1 is \$329,952.24 of which \$293,952.24 is fixed for the monthly shuttle service and \$27,000.00 is estimated based on the cost of fuel as of March 2008. Based on the EPA clause incorporated in this contract, the amount of increase or decrease will be limited to an aggregate amount of 10%.

(b) The amount currently funded with respect to this contract is \$297,264.96."

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

FY 2007 OBLIGATIONS: \$101,540.00

FY 2008 OBLIGATIONS: \$195,724.96

TOTAL OBLIGATIONS: \$297,264.96

4) In accordance with FAR 16.203-4 (a), clause 52.216-2 is hereby added to this contract for fuel costs only. The price of the shuttle service remains fixed price.

52.216-2 -- Economic Price Adjustment -- Standard Supplies.

(a) The Contractor warrants that the unit price stated in the Schedule for shuttle services and fuel costs is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that --

(1) Is an established catalog or market price for a commercial item sold in substantial quantities to the general public; and

(2) Is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price. The price of fuel at the time of this modification in March 2008 is \$4.68 per gallon for diesel.

(2) The increased contract unit price shall be effective --

(i) On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter; or

(ii) If the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

(End of Clause)

This modification obligates \$70,000.00.

All other terms and conditions remain the same.