

2. AMENDMENT/MODIFICATION NO. M018
 3. EFFECTIVE DATE **JAN 4 2010**
 4. REQUISITION/PURCHASE REQ. NO. ADM-06-430
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 3100
 U.S. Nuclear Regulatory Commission
 Div. of Contracts
 Attn: James Leedom
 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)
 WW CONTRACTORS, INCORPORATED
 1800 N CHARLES ST STE 204
 SUITE 204
 BALTIMORE MD 212015907
 CODE 175515774 FACILITY CODE
 9A. AMENDMENT OF SOLICITATION NO. (X)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-10-06-430
 Modification No. 18
 10B. DATED (SEE ITEM 13) X 08-01-2006

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) This Modification Does Not Obligate Funding
 DUNS# 175515774 FFS# ADM-06-430

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 48.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority) Mutual Agreement Between Both Parties
 X

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Contract NRC-10-06-430 is hereby modified as follows:

1. The Statement of Work (SOW) of the contract is hereby modified to revise the start time of the second shift Carpenter and remove the sign-in and sign-out log requirement in the OWFN Building. Section C.4 Hours/Days of Operation - Part 4.2 - Paragraph 3 and Section C.6 Work Items General - Part 6.9 - Paragraph I both apply. The revised sections of the SOW are attached. The changes shall not effect the firm fixed prices of the contract.
 All other terms and conditions shall remain unchanged.

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) *Keith Barker, Chief Operations Officer*
 15B. CONTRACTOR/OFFEROR. *Keith Barker*
 15C. DATE SIGNED *1/4/10*
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) *Morie Gunter-Henderson, Contracting Officer*
 16B. UNITED STATES OF AMERICA BY *Morie Gunter-Henderson* (Signature of Contracting Officer)
 16C. DATE SIGNED *1/6/10*

SUNSI REVIEW COMPLETE

JAN 7 2010

TEMPLATE - ADM001

ADM002

C.4 HOURS/DAYS OF OPERATION

4.1 Government's Regular Working Hours

The Government's Regular Working Hours at NRC Headquarters are 6:00 a.m. to 6:00 p.m., Monday through Friday, excluding Federal holidays specified in Section C.4.3 below. There are some building occupants who regularly or frequently work significantly more than eight hours per day. Furthermore, there are some building occupants whose duty hours are outside of the Government's Regular Working Hours, i.e., shift workers and those granted exceptions.

4.2 Contractor's Regular Working Hours

The Contractor shall maintain a staff and office telephone coverage within NRC Headquarters buildings during all hours between 6:00 a.m. and 6:00 p.m. Monday through Friday, excluding Federal holidays, to include a minimum of one (1) on-site Electrician, Plumber, Carpenter, HVAC Technician and Supervisor on duty, and such other staff as necessary to fulfill all requirements of this contract and to respond to building emergencies. Staff fully trained and proficient in operating, responding to and verifying the operational integrity of the fire protection systems shall be available on-site during the Contractor's Regular Working Hours.

The Contractor shall provide 24 hour a day HVAC mechanic coverage at the NRC Headquarters Facility. This coverage shall not overlap with normal business hours. This 24 hour coverage shall cover the hours of 12:00am to 6:00am, weekends and Federal holidays. Taken together, these requirements shall be referred to herein as "Contractor's Regular Working Hours." All costs associated with these requirements are considered Basic Contract Services.

The Contractor shall provide one (1) Carpenter during the hours of 6:00 a.m. through 2:00 p.m. The second shift Carpenter shall work a continuous 8-hour shift between the following timeframe: 2:00 p.m. through 6:00 a.m. The Contractor shall determine when the second shift for the Carpenter begins. All costs associated with this requirement are considered Basic Contract Services.

- 4.3 The "effective date of the contract" used throughout this Section C is defined as the first day of the contract period of performance. The "takeover date of the contract" as referenced throughout this Section C is defined as the first day that the responsibility to perform all work requirements are transferred from the outgoing Contractor to the successor Contractor. The period between the effective date and the takeover date, is referred to as the "Phase-in/Phase-out" period. Unless otherwise specified, all references to 'days' in Section C of this contract refer to "business days" or "Government official work days."

C.5 STANDARD OF PERFORMANCE

"Acceptable Level" of maintenance for the purposes of this contract is defined as the level of maintenance which will preserve the equipment at its designed characteristics and capacity and in unimpaired operating condition. The contractor will be required to take all measures, which would be taken by a prudent building owner to realize the expected life expectancy of systems or equipment, per Manufacturer specifications.

C.6 WORK ITEMS - GENERAL

- 6.1 Services: The Contractor shall provide all management, supervision, labor, sub-contractors, materials, supplies, tools, repair and replacement parts, all necessary equipment to provide operations and maintenance service which includes: planning; scheduling; coordinating; inspection, to assure effective and efficient completion of all work and related services described herein.

6.9 Supervision and Personnel/Qualifications and Conduct:

- a. It is the policy of NRC, that the Government will not provide direction or supervision of Contractor employees either directly or indirectly. Supervision of all staff (including subcontractors) working under this contract is the sole responsibility of the Contractor. Removal of personnel not conforming to minimum requirements of this contract shall be the responsibility of the Contractor.

The Contractor shall ensure that all work required under this contract is supervised on site by either the FM or TS. In the event that the FM and TS are unable to perform these duties, the Contractor shall provide a backup FM or TS, meeting the same qualifications as defined herein, to provide supervision. A minimum of one of either the FM or TS shall be on-site at the NRC Headquarters buildings during Contractor's Regular Working Hours, and other times during which an emergency of any kind is in progress to receive notices, reports, or service requests from either the CO or the PO.

Except for emergencies, the Contractor shall accompany and oversee the work of all its subcontractors who perform work in special areas of NRC Headquarters. Work in some areas may require prior approval by the PO. The PO will provide the location of special areas to the Contractor.

- b. The Contractor shall be responsible for compliance with all laws, rules, codes, regulatory requirements, licensing and/or certification requirements. If and where a conflict arises, the most stringent requirement, in whole or in part, shall apply.

- c. Resumes, including any/all certifications and licenses, of key personnel shall be submitted to the PO for review prior to the takeover date of the contract or prior to an employee's start date. Key personnel skills and experience shall meet the requirements for the positions identified herein. Information submitted to the PO regarding Contractor personnel shall contain the minimum following information:

- Full name and title of proposed candidate
- Detailed description of previous five (5) years employment history
- Name(s) and address(es) of the companies for whom the candidate worked during the past five (5) years
- Name(s) and telephone number(s) of the immediate supervisor(s).

- d. Each employee of the Contractor shall be a citizen of the United States or a resident alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151, 1-94 Work Authorization, or 1-688A Temporary Resident Card, a copy of which shall be furnished to the NRC Division of Facilities and Security through the PO together with the GSA Form 176 and FD-218. All documents shall be in a typed format when submitted to the PO.

The Contractor shall not employ under this contract any person performing any court-imposed sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082)(c)(2) and Executive Order 11755, December 29, 1973.

- e. Facility Manager (FM) and Technical Supervisor (TS) Qualifications

The FM and the TS shall possess a thorough knowledge of the theory, principles, and practices of the field of facility engineering and an ability to plan, organize and execute various types of commercial facility management services, and quality control/quality assurance plans. In addition, the FM and the TS shall possess the following minimum qualifications:

(1) Facility Manager

- i. A minimum of five out of the most recent seven years of responsible and successful experience supervising and managing the operation and maintenance of buildings with equipment and systems reasonably similar in size and characteristics to the NRC Headquarters Buildings.
- ii. Possession of at least one of the following professional/educational certifications:
 - Real Property Administrator (RPA) from The Building Owners and Managers Institute (BOMI) (or equivalent certification approved by PO); or
 - Certified Property Manager (CPM) from The Institute of Real Estate Management (IREM) (or equivalent certification approved by PO); or
 - College associate or bachelor degree in business management, property management, real estate management, or other degree in office building management or operation;
 - Combination of education and work experience equaling 10 years.

(2) Technical Supervisor

- i. A minimum of three years out of the most recent five years of responsible and successful experience supervising and managing the operation and maintenance of buildings with equipment and systems reasonably similar in size and characteristics to the NRC Headquarters Buildings.
- ii. Possession of at least one of the following professional/educational certifications:
 - Systems Maintenance Administrator (SMA) from BOMI (or equivalent certification/industry experience approved by PO); or
 - College associate or bachelor degree in an architectural engineering related major
 - Combination of education and work experience equaling six (6) years (applicable industry workshops and seminars may be considered when combined with industry work experience)

f. Maintenance personnel, whether Contractor employees or subcontractors, shall possess and maintain valid, current Trade School certifications, manufacturer's certifications, or experience as specified below. All certificates shall be made available for PO's review upon request. All acceptable licensing requirements listed below are issued by the State of Maryland. Substitution from other local jurisdictions (i.e., District of Columbia, Virginia) must be approved by the PO:

- Electrician, Maintenance -- Master/Journeyman license or union certification and training
 - Mechanic, Maintenance -- NAPE training or a minimum three years experience in building trades or construction.
 - Painter -- Minimum three years experience or union certification and training
 - Plumber -- Master/Journeyman license or union certification and training
 - HVAC Technician -- Third Class license or union certification and training and three years of experience with VAV systems and Chiller operation and maintenance (100 tons or larger)
 - Chief Engineer -- First Class license or union certification and training and five years of experience with VAV systems, fire alarm systems, emergency generators (300 KVA or larger) and Chiller operation and maintenance (100 tons or larger)
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- Refrigeration and Air Conditioning Mechanic -- CFC universal license and a minimum of 3 years experience in HVAC repair and maintenance as a mechanic
- Lead Engineer -- First Class License or union certification and training and three years of hands-on experience with VAV systems, fire alarm systems, emergency generators (300 KVA or larger) and Chiller operation and maintenance (100 tons or larger)
- Maintenance and Repair Technician (Architectural and Structural) -- A minimum five years experience or union certification and training
- Building Engineers may be used in place of the trade requirements as approved by the NRC Project Officer.

NOTE: Exceptions to all licensing and educational requirements will be granted for former Federal, Military, State, and local Government employees who meet OPM educational and journey person craft requirements by proof of satisfactory service and performance ratings. Multi-craft Technicians are acceptable. Licensing and educational requirements may be waived or time extensions granted to obtain the required Licensing and educational requirements for current Contractor staff. The Contractor shall request a waiver or time extension on a case by case basis and must be approved by the CO or the PO.

- g. The Contractor shall require all employees with the exception of the FM and the TS, including any subcontractors, to wear distinctive uniform clothing for ready identification, and shall ensure that such employees are in uniform on the takeover date of the contract and each day thereafter. The uniform shall have the company name and the individual's name easily identifiable and such names shall be attached in a permanent or semi-permanent manner, such as a badge or a monogram. Any color or color combinations, as appropriate, may be used for the uniforms. However, all Contractor employees shall wear uniforms of the same color or color combinations and shall present a professional appearance and manner.
- h. Prior to the Contractor's removal of key personnel from this contract, the Contractor shall submit resume(s) of replacement key personnel to the PO or CO for approval and modification to the contract (Refer to Section H. Key Personnel). The Contractor shall also maintain qualified backup personnel for all key positions in accordance with the Contractor's backup resource plan (Refer to Section L of the RFP).
- i. Regarding site access badge requirements and security requirements specified under Section H., all Contractor personnel working under this contract shall be subject to NRC regulations as applicable during the time spent on NRC property.
- j. The Contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, complete their compliance with the site access badge and security requirements before the takeover date of this contract. The NRC photo badging process is conducted at the OWFN building during certain hours. It is important to coordinate the schedule for the badging process with the PO before performing duties under this contract. Any Contractor employee or subcontractor who has not been issued an NRC photo badge must be escorted by a badged Contractor employee within the NRC Headquarters buildings at all times - both during and after regular working hours.