

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO. 1. CONTRACT ID CODE PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 0002 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. NRC-03-09-089 NRR10-277 5. PROJECT NO. (If applicable)

6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Kala Shankar 492-3638 Mail Stop TWB-01-B10M Washington, DC 20555 CODE 3100 7. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop TWB-01-B10M Washington, DC 20555 CODE 3100

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KMC, INC 9538 LAGERSFIELD CIR VIENNA VA 221816174 CODE 127775125 FACILITY CODE X 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-03-09-089 10B. DATED (SEE ITEM 13) 09-25-2009

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: 020-15-111-133; JC:J-4390; BOC:252A APPN: 31X0200.020; Obligate: \$200,000

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: D. OTHER (Specify type of modification and authority) Incremental Funding Action X

E. IMPORTANT: Contractor [x] 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 incrementally fund the contract in the amount of \$200,000.

Contract Ceiling: \$443,019.80 (unchanged) Total Amount Obligated: \$406,000 (changed) Period of Performance: 9/25/2009 - 09/24/2010 (unchanged)

See Continuation Page

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) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kala Shankar Contracting Officer 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA BY Kala Shankar (Signature of Contracting Officer) 16C. DATE SIGNED 4/30/10

The purpose of this modification is to add \$200,000 in incremental funds to the contract. Accordingly, the contract is hereby modified as follows:

SECTION B.2 (b) is hereby deleted in its entirety and replaced with the following paragraph:

B.2 CONSIDERATION AND OBLIGATION – LABOR HOURS (JUN 1988)

(b) The amount presently obligated with respect to this delivery order is \$406,000. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this delivery order. The obligated amount shall, at no time, exceed the contract ceiling as specified in Section B.1 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.

*****ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED*****

SUMMARY OF OBLIGATIONS TO DATE:

NRC 2009 Obligations:	\$ 70,000
NRC 2010 Obligations:	<u>\$336,000</u>
TOTAL NRC Obligations:	\$406,000