

2. AMENDMENT/MODIFICATION NO. M004	3. EFFECTIVE DATE See Block 15c.	4. REQUISITION/PURCHASE REQ. NO. RFPA # HR-11-071 Dated 3/14/11	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Mark Lohrmann, 301-492-3461 Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	7. ADMINISTERED BY (if other than item 6) 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) PORTLAND CEMENT ASSOCIATION 5420 OLD ORCHARD RD BLDG A SKOKIE IL 600771053 CODE 054357256	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-38-08-718
	X	10B. DATED (SEE ITEM 13) 09-25-2008

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 2011-84-17-N-157; JC: X8491; BOC 252A; APPN: 31X0200
Obligate: \$12,500.00 FAIMIS # 111960

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of both Parties Level of Effort Increase/ Contract Ceiling Increase
	D. OTHER (Specify type of modification and authority)

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.)

****SEE PAGES TWO (2) THROUGH FOUR (4) FOR DESCRIPTION OF CONTRACT MODIFICATION.****

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) <i>Laura M Nedli CFO</i>	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark Lohrmann Contracting Officer
15B. CONTRACTOR/OFFEROR <i>Laura M Nedli</i> (Signature of person authorized to sign)	15C. DATE SIGNED 4/8/11
18B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	18C. DATE SIGNED 4/8/11

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

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

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

APR 12 2011

ADM002

The purpose of this contract modification is to:

- (1) Add SubCLIN 010d in Section B.3 PRICE/COST SCHEDULE representing a one-time purchase of the following 2010 Versions of Codes & Standards for 17 students in option year two:

ASME Boiler and Pressure Vessel Code, Section III, Division 2,
Code for Concrete Reactor Vessels and Containments (new 2010 version)
 ASTM C94- Specification for Ready Mixed Concrete (new 2010)
 ACI 301, Standard Specification for Structural Concrete, 2010

- (2) Revise CLINs 010, 014, and 018 in Section B.3 PRICE/COST SCHEDULE to include the following additional PCA Resource Literature for 17 students:

EB001 Design and Control of Concrete Mixtures
 IS546 Self-Consolidating Concrete
 EB547 Mass Concrete for Buildings and Bridges
 IS177 Concrete Slab Surface Defects: Causes, Prevention, Repair
 IS001 Effects of Substances on Concrete and Guide to Protective Treatment
 EB221 Specifier's Guide to Durable Concrete
Corps of Engineers Works:
 EM 1110-2-2002 - Evaluation and Repair of Concrete Structures – COE

- (3) Increase the contract ceiling by \$15,233.94 for the additional training materials in the option years two through four, thereby increasing the total contract ceiling by \$15,233.94 from \$533,288.16 to \$548,522.10.
- (4) Increase the obligated amount by \$12,500.00 from \$174,224.08 to \$186,724.08.
- (5) Revise contract language as laid out below.

Accordingly, the contract is hereby modified as follows:

- 1) Under Section B.3 PRICE/COST SCHEDULE, CLINs 010, 014 and 018 are deleted in their entirety and replaced with the following:

010		Delivery of "Concrete Technology and Codes" Course				
	\$	010a - Instructors to teach "Concrete Technology and Codes" Course	[REDACTED]	EA	[REDACTED]	[REDACTED]
	\$	010b - Student training materials for "Concrete Technology and Codes" Course	[REDACTED]	EA	[REDACTED]	[REDACTED]
	\$	010c - Shipping materials and fees for student materials	[REDACTED]	EA	[REDACTED]	[REDACTED]
	\$	010d - 2010 Versions of Codes & Standards including shipping, a one-time purchase for 17 students	[REDACTED]	LOT	[REDACTED]	[REDACTED]
014		Delivery of "Concrete Technology and Codes" Course				
	\$	014a - Instructors to teach "Concrete Technology and Codes" Course	[REDACTED]	EA	[REDACTED]	[REDACTED]
	\$	014b - Student training materials for "Concrete Technology and Codes" Course	[REDACTED]	EA	[REDACTED]	[REDACTED]
	\$	014c - Shipping materials and fees for student materials	[REDACTED]	EA	[REDACTED]	[REDACTED]

018		Delivery of "Concrete Technology and Codes" Course				
	\$	018a - Instructors to teach "Concrete Technology and Codes" Course	████	EA	██████████	██████████
	\$	018b - Student training materials for "Concrete Technology and Codes" Course	████	EA	██████████	██████████
	\$	018c - Shipping materials and fees for student materials	████	EA	██████████	██████████

2) Under Section B.3 PRICE/COST SCHEDULE; Totals for Option Years Two, Three, Four and the Grand Total are deleted in their entirety and replaced with the following:

BASE YEAR TOTAL	\$153,879.08 *
OPTION YEAR ONE TOTAL	\$121,889.08 *
OPTION YEAR TWO TOTAL	\$98,340.00
OPTION YEAR THREE TOTAL	\$87,206.97
OPTION YEAR FOUR TOTAL	\$87,206.97

GRAND TOTAL — \$548,522.10
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*Above totals for the Base Year and Option Year One are unchanged from mod 1.

3) Section B.5, CONSIDERATION AND OBLIGATION-DELIVERY ORDERS is deleted in its entirety and replaced with the following:

"This clause applies to CLINs 001, 002, 003, 005, 006, 007, 009, 010, 011, 013, 014, 015, 017, 018 and 019 where fixed price delivery orders are issued by the NRC Project Officer for the Development and Presentation of the Courses.

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract for CLINs 001, 002, 003, 005, 006, 007, 009, 010 and 011 is \$215,108.16. 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 for CLINs 001, 002, 003, 005, 006, 007, 009, 010 and 011 is \$182,268.16. 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) Section C.B.1.iii.1) Course Examinations is deleted in its entirety and replaced with the following:

"At the request of the NRC Project Officer, as stated by the delivery order, the contractor shall prepare, administer, proctor, and grade written examinations to evaluate the students' performance to verify that they have attained the proper level of understanding of the course material."