

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

1

OF

3

2. AMENDMENT/MODIFICATION NO.

M001

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

ADM-11-368

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
Div. of Contracts
Attn: Mandy Mauer
Mail Stop: TWB-01-B10M
Washington, DC 20555

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)

ROSS TREE EXPERT COMPANY
RTEC

2830 MARY ST

FALLS CHURCH VA 220427716

CODE 943773937

FACILITY CODE

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
GS21F00380 NRC-10-10-372

10B. DATED (SEE ITEM 13)
09-30-2010

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: 2011-40-51-F-127 JCN: R0125 BOC: 254A APPN: 31x0200
FAIMIS: 113524 OBLIGATE: \$61,662.79
NAICS: 561730 PSC: S208

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) 52.217-9 - Option to Extend the Term of the Contract

X

E. IMPORTANT: Contractor ☒ 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:

- 1) Incorporate the following clauses: 52.217-8, 52.217-9, and Consideration and Obligation - Delivery Order
 - 2) Exercise Option Year One
 - 3) Increase the ceiling by \$61,662.79, from \$64,841.30 to \$126,504.09, and provide incremental funding in the amount of \$61,662.79, fully funding Option Year One.
- See page two (2) for details.

NRC Project Officer: Gregory Chicca, phone: (301) 415-6928, email: gregory.chicca@nrc.gov

Contractor POC: Andrew Ross, phone: (703) 573-3029, email: vat@rtectreecare.com

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)

Manon Butt
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY Manon Butt
(Signature of Contracting Officer)

7/25/2011

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

ADM002

The purpose of this modification is to: (1) incorporate the full text of clause 52.217-8 and clause 52.217-9; (2) exercise Option Year One; (3) incorporate the Consideration and Obligation – Delivery Order clause; (4) provide incremental funding; and (5) increase the delivery order ceiling.

1. The full text of clause 52.217-8 and clause 52.217-9 is hereby incorporated as follows:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of expiration.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 20 days before the contract expires. 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. Section C.9 DURATION OF CONTRACT PERIOD (MAR 1987) is hereby modified as follows:

This contract shall commence on 30 September 2010 and will expire on 29 September 2012.

3. The Consideration and Obligation – Delivery Order clause is hereby incorporated under section C.21. Incremental funds in the amount of \$61,662.79 are being added to fully fund Option Year One, and the delivery order ceiling is being increased by \$61,662.79, from \$64,841.30 to \$126,504.09. Accordingly, the following changes are hereby made:

C.21 CONSIDERATION AND OBLIGATION – DELIVERY ORDER

- (a) The delivery order ceiling is \$126,504.09.
- (b) The amount presently obligated to this contract is \$126,504.09. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased 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 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.

A summary of obligations is given below:

Initial Award	FY2010	\$ 64,841.30
Modification 001	FY2011	\$ 61,662.79
Total obligation:		\$126,504.09

All other terms and conditions under this contract remain unchanged.