

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. Three (3)	3. EFFECTIVE DATE 10/11/89	4. REQUISITION/PURCHASE REQ. NO. RG5-88-306 dtd 9/01/89	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts & Property Management Washington, D.C. 20555	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Pacific Bell Telephone Company 370 3rd Street, Room 601 San Francisco, CA 94107		9A. AMENDMENT OF SOLICITATION NO.
CODE		9B. DATED (SEE ITEM 11)
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. X NRC-32-88-306
		10B. DATED (SEE ITEM 13) 10/1/87

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)  
 APPN No.: 31X0200.950 B&R No.: 095-20-66-23-0 FIN No.: C50090 OBLIGATE: \$16,947.96

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
 IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	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.
<input type="checkbox"/>	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(d).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Mutual agreement of the parties

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.)

MODIFICATION 3 FOLLOWS ON PAGE 2

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 NRC-32-88-306 PDC

15A. NAME AND TITLE OF SIGNER (Type or print) Aaron Baker, Account Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Paul J. Edgeworth	
15B. CONTRACTOR/OFFEROR <i>A. Baker</i> (Signature of person authorized to sign)	15C. DATE SIGNED 12/12/89	16B. UNITED STATES OF AMERICA BY <i>Paul J. Edgeworth</i> (Signature of Contracting Officer)	16C. DATE SIGNED 11/17/89

The purpose of this modification is to: (1) modify the Description of Work to include FY 90 services, (2) extend the subject contract for one additional year, effective October 1, 1989 through September 30, 1990, (3) provide funding thereby increasing the contract ceiling and obligated amounts, (4) incorporate Subsection H.3 - Option to Extend the Period of Performance, and (5) incorporate the FAR option clause.

Accordingly, the contract is modified as follows:

1. Section B - Supplies or Services and Prices/Costs, Subsection B.1, "Description of Work," delete item nos. 1 through 8 in their entirety and substitute with item nos. 1 through 7 as shown on the attached Standard Form 36. (See Attachment A)
2. Section F - Deliveries and Performance, subsection F.1, Duration of Contract Period is revised to read as follows:

"F.1 Duration of Contract Period

The period of performance for this contract shall commence on October 1, 1987 and end on September 30, 1990 with one twelve month option period."

3. Section G - Contract Administration Data, subsection G.6 entitled "Consideration," the ceiling and obligated amounts are increased from "\$70,000.00" by \$16,947.96 to "\$86,947.96." Therefore, the first two sentences are revised to read as follows:

"The present estimate for performing the work under this contract is \$86,947.96. The total amount obligated is \$86,947.96."

4. The following clause is hereby incorporated as Section H.3 of the contract.

"H.3 Option to Extend the Period of Performance

This contract may be extended for one additional twelve month period at the option of the Government by the Contracting Officer. The Contracting Officer may decide to exercise this option at any time during the performance of this contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The option will be exercised in accordance with contract clause 52.217-9, Option to Extend the Term of the Contract--Services."

5. Part II - CONTRACT CLAUSES, Section I is revised to incorporate the following FAR option clause:

"52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT--SERVICES  
(APR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within the time specified in the Schedule; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 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 provision.

(c) The total duration of this contract, including the exercise of the additional twelve month option under this clause, shall not exceed forty-eight months."

All other terms and conditions remain unchanged.

STANDARD FORM 36, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.101	CONTINUATION SHEET	REF. NO. OF DOC. BEING CONTD. NRC-32-88-306		PAGE OF	
NAME OF OFFEROR OR CONTRACTOR					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Section B - Supplies or Services and Prices/Costs				
	B.1 <u>Description of Work</u>				
	The Contractor shall provide local telephone service for NRC's Region V office at the following location:				
	U.S. Nuclear Regulatory Commission 1450 Maria Lane, 210 Walnut Creek, CA 93596				
	The Contractor shall provide these services in accordance with the following California Public Utilities Commission (CPUC) tariff:				
	CPUC A5.2.1				
	The telephone exchanges covered under this contract are:				
	1. Teleticket Machine Line (415) 934-6190	1	LINE	\$14.88	\$14.88
	2. Foreign Exchange Line (415) 825-8900	1	LINE	\$84.00	\$84.00
	3. Ongoing Service (415) 944-7081	1	LINE	\$165.00	\$165.00
	4. Incoming Service (415) 943-3700	1	LINES	\$1,090.00	\$1,090.00
	5. PC Line (415) 938-1832	1	LINE	\$8.35	\$8.35
	6. MCI 800 Service (415) 947-5932, 5933, 5934, & 5935	4	LINE	\$8.35	\$33.40
	7. Apollo Reservation System (415) 933-8214 (415) 933-8506	2	LINE	\$8.35	\$16.70
					\$1,412.33
	The estimated cost for these services are as follows:				
	\$ 1,412.33 per month x 12 months = \$16,947.96				