

2. AMENDMENT/MODIFICATION NO. Twenty-five (25) 3. EFFECTIVE DATE NOV 27 1990 4. REQUISITION/PURCHASE REQ. NO. ADM-87-171 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE

U. S. Nuclear Regulatory Commisison  
 Division of Contracts and Property  
 Management  
 Washington, D. C. 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.

Parsons Brinckerhoff Maintenance Services, Inc.  
425 Spring Park Place  
Herndon, Virginia 22070

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
X NRC-10-87-171

10B. DATED (SEE ITEM 13)  
11/7/86

CGDE FACILITY CODE

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. 3147X4542.040 B&R# 044-20-00-25-0 FIN # R01250 \$47,967.00

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

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:

Mutual agreement of the parties

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 3 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 finalize the agreement reached pursuant to discussions of August 30, 1990.

(See attached for the agreement)

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 PDR CONTR  
 NRC-10-87-171 PNU

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) <u>JAMES R. WILSON</u> <u>ASSISTANT VICE PRESIDENT</u>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <u>Sharon Bell, Contracting Officer</u>
15B. CONTRACTOR/OFFEROR <u>James R. Wilson</u> (Signature of person authorized to sign)	15C. DATE SIGNED <u>16 Oct 90</u>
15D. UNITED STATES OF AMERICA BY <u>Sharon Bell</u> (Signature of Contracting Officer)	16C. DATE SIGNED <u>11/27/90</u>

On this <sup>27th</sup> day of <sup>Nov</sup> 1990, the United States of America, represented by the U.S. Nuclear Regulatory Commission (NRC), and Parsons Brinckerhoff Maintenance Services, Inc. (PBMS), located at Spring Park Technology Center, 475 Spring Park Place, Herndon, Virginia, in satisfaction of the claims made by PBMS regarding Contract No. NRC-10-87-171 to provide services for the "Commercial Facilities Management of One White Flint North," hereby agree as follows:

1. The NRC agrees to pay PBMS the sum of One Hundred Forty Thousand Dollars (\$140,000.00), upon submission of an invoice.
2. Now, therefore, in consideration of the above stated payment by the NRC to PBMS, PBMS hereby remises, releases, and forever discharges the United States of America of and from all manner of debts, dues, sum or sums of money, accounts, claims, demands, fees, interest and costs whatsoever in law and equity relating to the claims made by PBMS arising out of the contract between NRC and PBMS to provide services for the commercial facilities management of One White Flint North, and which are outlined in PBMS's August 9, 1990, letter to Ms. Sharon Bell, Contracting Officer, Nuclear Regulatory Commission and specified in enclosures 1 thru 7, attached to that letter.
3. All claims stated in the August 9, letter to Ms. Bell and its enclosures are subject to this agreement. The following subparts (a through k) are included to clarify the agreement reached by the parties. The subparts do not limit the scope of the agreement described above.

a. Item 1 - Custodial includes:

All claims for increased costs incurred by PBMS in the performance of the scheduled custodial services required under the contract which are based upon assertions that the NRC's required performance level on August 9, 1990 under the custodial contract specification exceeds the contractually specified performance level for custodial work. PBMS is not barred from asserting claims for custodial work required by the NRC that exceeds the NRC's required performance level on August 9, 1990.

b. Item 2 - Unscheduled Maintenance and Repair includes:

The following invoices for "Emergency Call Backs"

<u>INVOICE NO.</u>	<u>AMOUNT</u>
12346-12B	\$ 154.50
12348-34A	2,445.32
12350-57A	185.40
12350-61	108.15
12350-63	100.43
12851-68	123.60
12366-8	61.80
12372-6	61.80
12372-8	46.35
12372-22	64.26
12389-9	64.26
12400-3	32.13
12400-6	40.16
12410-3	64.26
12410-5	64.26
12410-6	64.26
12422-3A	64.26
12422-5	64.26
12422-6	64.26
12422-7	128.52
12432-1	64.26
12432-4	48.20
12432-7	64.26
12432-8	16.07
12432-9	16.07
12432-11	64.26
12432-12	64.26
12432-13	64.26
12446-1	64.26
12446-2	1,110.78
12446-5	32.13
12446-13	32.13
12465-3	128.52
12465-4	64.26
12465-5	16.07
12465-10	72.29
12465-11	120.49
12465-20	64.26
12465-21	190.11
12465-24	64.26



<u>INVOICE NO.</u>	<u>AMOUNT</u>
12465-25	96.39
12484-B	64.26
12484-C	40.16
12848-E	190.20
12486-7	32.13
12486-12	32.13
12505-1	64.26
12508-1	64.26
12508-2	64.26
12518-1	33.40
12518-2	33.40
12518-3	33.40
12518-4	100.20
12526-8	25.05
12526-14	66.80
12529-14	33.40
12544-37	110.89
12551-7	183.70
12551-12	16.70

The following invoices for "Unscheduled Maintenance and Repairs"

<u>INVOICE NO.</u>	<u>AMOUNT</u>
12344-1A	\$ 566.63
12347-12A	1,092.00
12347-14A	137.37
12347-15	1,155.66
12248-20	7,351.76
12348-20A	1,537.01
12348-21	708.12
12348-23A	61.77
12348-38	416.26
12348-42A	929.79
12349-43A	6,023.94
12349-51	278.10
12349-53A	1,487.05
12350-55A	1,049.60
12366-1	259.83
12372-1	1,426.45
12372-9	237.51
12372-21	79.17
12380-10	662.80
12380-11	128.52
12389-1	103.06

<u>INVOICE NO.</u>	<u>AMOUNT</u>
12389-6	65.52
12389-10	1,161.33
12400-8	485.12
12435	6,331.82
12446-11	1,450.00
12446-17	2,891.98
12463-2	308.59
12478-2	574.52
12478-8	449.36
12478-26	127.31
12483	1,670.52
12484-A	101.22
12484-D	40.74
12486	2,484.10
12544-4	105.34
12544-8	293.29
12544-27	362.56
12544-28	10.96
12544-29	8.22
12544-30	5.48
12544-31	21.92
12544-32	16.44
12544-33	92.91
12544-34	1,019.70
12544-35	221.55
12551-6	54.17
12551-6A	815.77

All other invoices for work performed prior to August 9, 1990.

c. Item 3 - Main Entrance Door Failure includes:

All claims for the costs of repairs and preventative maintenance to the main entrance doors incurred prior to August 9, 1990.

d. Item 4 - Grounds Maintenance includes:

All claims for increased costs incurred by PBMS in the performance of the grounds maintenance services required under the contract which are based upon assertions that the NRC's required performance level on August 9, 1990 under the grounds maintenance specification exceeds the contractually specified performance level for grounds maintenance work. This includes costs incurred by PBMS to hire a subcontractor for grounds maintenance required under the contract. PBMS is not barred from asserting claims for ground maintenance work required by the NRC that exceeds the NRC's required performance level on August 9, 1990.

e. Item 5 - Disallowed Invoices includes:

The following invoices

<u>INVOICE NO.</u>	<u>AMOUNT</u>
12313	\$ 4,782.35
12346-9A	5,571.59
12353	10,248.62
12366-9	1,112.50
12380-7	5,228.80
12400-7	1,438.91
12422-2	1,495.20
12422-4	8,111.31
12446-18	1,345.09

f. Item 6 - Invoices Over 30 Days Old includes:

The following invoices

<u>INVOICE NO.</u>	<u>AMOUNT</u>
12504-2	\$ 429.10
12504-3	146.03
12504-4	71.18
12507-1	1,741.71
12507-3	1,417.92
12507-4	217.68
12517-5	32.88
12517-7	27.40
12518-5	89.08
12518-6	89.08
12518-7	1,029.42
12518-8	166.21
12518-9	2,708.98
12518-10	1,681.16
12518-11	565.46
12518-12	244.97
12518-13	139.10
12526-5	296.76
12526-6	92.91
12526-7	90.17
12526-9	163.90
12526-10	262.64
12526-11	41.26
12526-12	89.08
12526-13	231.88
12529-11	27.40
12529-12	10.96
12529-13	24.66



- g. Item 7 - Facility Management Deductions includes:  
All claims for reimbursement of deductions taken prior to August 9, 1990.
- h. Item 8 - Touch-Up Painting includes:  
All claims for the cost of performing any touch-up painting prior to August 9, 1990.
- i. Item 9 - Increased Labor Costs, Option Year 3  
This item has been resolved through the issuance of Modifications and is not a part of this agreement.
- j. Item 10 - Increased Administrative Requirements includes:  
All claims for the cost of increased administrative requirements incurred prior to August 9, 1990, including the cost of overtime for PBMS's Project Manager and Chief Engineer.
- k. Item 11 - Increased Corporate Support includes:  
All claims for corporate support incurred prior to August 9, 1990.

As a result of this agreement, Section B.4, "Obligation and Consideration," Subsections a., b., and g. are revised as follows:

Subsection a. is increased by \$47,967 from \$6,789,682 to \$6,837,649.

Subsection b. is increased by \$47,967 from \$2,230,303.50 to \$2,278,270.50.

Subsection g. is increased by \$47,967 from \$6,291,035 to \$6,339,002.

Therefore, Section B.4 shall read as follows:

- "a. It is estimated that the total cost to the Government for full performance under this contract, inclusive of the basic year and Option Years 1, 2 and 3 will be \$6,837,649.00.
- b. The amount presently obligated for payments to be made in accordance with the "Prices for Basic Services Schedule" is \$2,278,270.50.
- c. The amount presently obligated for payments to be made in accordance with the "Unit Price Agreement" is \$134,000.00.
- d. The amount presently obligated for payments to be made in accordance with "Reimbursable Utility Charges" is \$1,775,000.00.
- e. The amount presently obligated for payments to be made in accordance with "Maintenance Repairs" is \$91,211.00.
- f. The amount presently obligated for payments to be made in accordance with "Non-Alterations Work" is \$165,908.00.
- g. The amount presently obligated for performance of the contract is \$6,339,002.00.
- h. Payments to the contractor for operations and management of the NRC Parking Facility shall not be made from funds obligated for contract performance. The contractor shall be reimbursed for operating costs and fee from monies collected from the operation of the parking facility."

All other terms and conditions of this contract remain unchanged.