

D C D

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF 1

2. AMENDMENT/MODIFICATION NO. 02 3. EFFECTIVE DATE 02/15/1999 4. REQUISITION/PURCHASE REG. NO. 5. PROJECT NO. (if applicable)

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

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Mgt.
Attn: T-7-1-2
Contract Management Branch
Washington DC 20555

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

Patriot Group Contractors, Inc.
5010 Sunnyside Avenue, Suite 302
Beltsville, Maryland 20705

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
Con# HRC-10-99-147

10B. DATED (SEE ITEM 13)

CODE FACILITY CODE X 10-30-1998

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 of each copy of 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) N/A

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 data, 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:
X MUTUAL AGREEMENT OF THE PARTIES
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, X 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.)

SEE ATTACHED PAGE FOR DESCRIPTION OF MODIFICATION

DF02

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) Inok Cho, president
15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT B. WEBBER CONTRACTING OFFICER
15C. DATE SIGNED 3-26-99
15D. UNITED STATES OF AMERICA BY Robert B. Webber (Signature of Contracting Officer)
15E. CONTRACTOR/OFFEROR (Signature of person authorized to sign)
16C. DATE SIGNED 03-05-1999

PDR CONTR

Contract Number NRC-10-99-147
Modification Number One
Page 2 of 2

The purpose of this modification is to extend the contract completion date by forty-six (46) calendar days and waive the government's right to liquidated damages during the period February 14 through April 1, 1999. Accordingly, the contract is modified as follows:

Section F.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE 1 (APR 1984) is modified to increase the contract completion date by forty-six calendar (46) calendar days from February 14, 1999 to April 1, 1999.

Section F.4 DURATION OF CONTRACT PERIOD (MAR 1987) is modified to reflect the revised contract expiration date of April 1, 1999.

RELEASE

By execution of this Modification, Patriot Group Contractors, for itself, its successors and assignees, hereby releases and forever discharges the Government, its officers, agents, and employees from any and all further claims related to the facts and circumstances giving rise to Patriot Group Contractors' January 29, 1999 letter requesting a contract time extension and possible additional costs resulting from revisions to the structural steel contract drawings. Patriot Group Contractors agrees to refrain from lodging lawsuits in any forum for additional adjustments or compensation arising under, or related to, the facts and circumstances giving rise to its January 29, 1999 letter. The parties agree that possible claims related to the defects in the structural steel contract drawings have been fully resolved within the context of this contract modification. The parties further agree that contract changes provided by this modification constitute the complete and final settlement for compensation of all costs associated with Patriot Group Contractors' claims arising from the specification defects. Patriot Group Contractors expressly represents and acknowledges that in agreeing to the terms of adjustment contained herein, it has considered and made allowances for all costs for its claims related to its January 29, 1999 letter, including interest and attorney's fees.

Except as provided herein, all other terms and conditions remain unchanged and in full force and effect.