

2. AMENDMENT/MODIFICATION NO. <b>A001</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQUEST NO. <b>09-02SR22210.001</b>	5. PROJECT NO. (IF APPLICABLE)
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6. ISSUED BY <b>U. S. Department of Energy Savannah River Operations Office Contracts Management Division P.O. Box A Aiken, SC 29802</b>	7. ADMINISTERED BY (IF OTHER THAN ITEM 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state, ZIP Code) <b>Parsons Infrastructure &amp; Technology Group, Inc. 100 Walnut Street Pasadena, CA 91124</b>	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC09-02SR22210</b>
	10B. DATED (SEE ITEM 13) <b>09/17/02</b>

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 ACKNOWLEDGEMENT 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)  
**See Block 14 - Net Increase \$3,250,000**

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

<input 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 the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) <b>Clause B.2(b) of the Contract</b>

E. IMPORTANT: Contractor  is not  is required to sign 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 to increase funding currently obligated to the Contract.

(Continued on Page 2 hereof)

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) <b>Charlono Smith Contracting Officer</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Charlono Smith Contracting Officer</b>
15b. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15c. DATE SIGNED	16c. DATE SIGNED <b>9/18/02</b>

14. Description of Amendment/Modification (Continued)

- a. Part I – The Schedule, Section B, paragraph B.2(b) – Estimated Cost of the Contract and Fund Obligations, is hereby modified as follows:

In accordance with the clause entitled FAR 52.232-22 LIMITATION OF FUNDS (APR 1984), the amount presently obligated by the Government with respect to this contract is increased from \$500,000 to \$3,750,000, an increase of \$3,250,000.

- b. Accounting and Appropriation Data

<u>Approp. Symbol</u>	<u>B&amp;R No.</u>	<u>Dollar Amount</u>
89X0242.91	EW02L1560	\$3,250,000

- c. All other terms and conditions of the contract remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 5

2. AMENDMENT/MODIFICATION NO.  
M002

3. EFFECTIVE DATE  
See Block 16C

4. REQUISITION/PURCHASE REQUEST NO.

5. PROJECT NO. (IF APPLICABLE)

6. ISSUED BY  
U. S. Department of Energy  
Savannah River Operations Office  
Contracts Management Division  
P.O. Box A  
Aiken, SC 29802

CODE

7. ADMINISTERED BY (IF OTHER THAN ITEM 6)

CODE

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state, ZIP Code)

Parsons Infrastructure & Technology Group, Inc.  
100 Walnut Street  
Pasadena, CA 91124

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
DE-AC09-02SR22210

10B. DATED (SEE ITEM 13)  
09/17/02

CODE

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 ACKNOWLEDGEMENT 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)

13. THIS ITEM ONLY APPLIES 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  
Clause I.85 - FAR 52.243-2 - Changes-Cost Reimbursement (AUG 1987)-Alternate III (APR 1984)
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in the 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 THE AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not  is required to sign 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 revise Section C, paragraph C.5, Table C.5-1.1, Deliverables.

(Continued on Page 2 hereof)

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) Charles H. Terhune Senior Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charlene Smith Contracting Officer	
15B. CONTRACTOR OFFEROR 		16B. UNITED STATES OF AMERICA 	
15C. DATE SIGNED 9/30/02		16C. DATE SIGNED 10/1/02	

14. Description of Amendment/Modification (Continued)

a. Part I – The Schedule, Section C, paragraph C.5, Table C.5-1.1, Deliverables, is revised as set forth below:

*Table C.5-1.1, Deliverables*

Item No.	Deliverable	Reference	Action Required	DOE Action Party	Contract Due Date	Contract Phase
1.1	Plan for Transition	Standard 1	A	D	Contract Award plus 30 days	I
1.2	Preliminary Project Execution Plan	Standard 1	A	D	Contract Award plus 30 days	I
1.3	Project Control System Description	Standard 1	A	D	Contract Award plus 2 months	I & II
1.4	Interface Management Plan	Standard 1	A	D	TBD with updates as required	I & II
1.5	SPP Project Baseline	Standard 1	A	D	TBD with annual update in April	II
1.6	SPP Risk Assessment	Standard 1	A	D	TBD with quarterly update	I & II
1.7	Monthly Status Report	Standard 1	I	D	15 <sup>th</sup> day of each calendar month	I & II
1.8	Occurrence Reporting	Standard 1	A	D	as required	I & II
1.9	ES&H Reporting	Standard 1	A	D	as required	I & II
1.10	Quarterly Critical Analysis	Standard 1	A	D	quarterly	I & II
1.11	Sensitivity Analyses	Section C.2, C.5	I	D	TBD	I
2.1	Feed Strategy and Product and Secondary Waste Specification	Standard 2	A	D	Contract Award plus 1.5 months	I
2.2	Operational Research Assessment	Standard 2	C	D	Contract Award plus 3.5 months	I & II
2.3	SPP Tank Utilization Assessment	Standard 2	C	D	TBD and update annually thereafter	I
2.4	Material Balance and Process Flowsheet	Standard 2	A	D	TBD and update annually thereafter	I
3.1	Design Process	Standard 3	C	D	Contract Award plus 1.5 months	I & II

Item No.	Deliverable	Reference	Action Required	DOE Action Party	Contract Due Date	Contract Phase
3.2	Functional Specifications	Standard 3	A	D	TBD and update as required	I & II
3.3	Basis of Design/Design Criteria Database	Standard 3	A	D	TBD and update as required	I & II
3.4	Operations Requirements Document	Standard 3	A	D	TBD	I
3.5	Design Products	Standard 3	M	D	ongoing	I & II
3.5A	Conceptual Design Report, Preliminary Hazard Analysis Report and Critical Decision 1 Package	Standard 3	A	D	TBD	I
3.5B	Preliminary Design (~35%) and Preliminary Safety Analysis Report and Critical Decision 2 Package	Standard 3	A	D	TBD	II
3.5C	Final Design, Updated Preliminary Safety Analysis Report, and Critical Decision 3 Package	Standard 3	A	D	TBD	II
3.6	Process Flow Diagrams	Standard 3	A	D	TBD	I
3.7	Analytical Laboratory Design Requirements	Standard 3	A	D	TBD	I
3.8	Site Layout Drawings	Standard 3	A	D	TBD	I
3.9	Optimization/Value Engineering Study	Standard 3	A	D	Contract Award plus 2.75 months 9.0 months	I & II
3.10	Design Overviews	Standard 3	C	D	quarterly	I & II
4.1	Construction, Procurement, and Acceptance Testing Plan	Standard 4	A	D	TBD and update annually thereafter	II
4.2	Purchasing System	Standard 4	A	D	as required	I & II
4.3	Construction Bid and Work Packages	Standard 4	I	D	as required	II
4.4	Construction and Acceptance Testing Program	Standard 4	A	D	prior to start of construction	II
4.5	Construction Overviews	Standard 4	M	D	TBD	II
5.1	Pilot Testing and Commissioning Plan	Standard 5	A	D	24 months prior to start of commissioning, annually thereafter	II
5.2	Commissioning Review	Standard 5	M	D	TBD	II
5.3	Cold Commissioning Product Verification Report	Standard 5	A	D	During Cold Commissioning	II

Item No.	Deliverable	Reference	Action Required	DOE Action Party	Contract Due Date	Contract Phase
5.4	Design Capacity Performance Tests	Standard 5	A	D	during cold commissioning	II
5.5	Off-standard Operational Testing	Standard 5	C	D	during cold commissioning	II
5.6	Environmental Performance Test	Standard 5	A	D	during cold commissioning	II
5.7	Cold Commissioning Results	Standard 5	A	D	prior to hot commissioning	II
5.8	Certification of Completion of Cold Commissioning	Standard 5	A	D	when complete	II
5.9	Certification of Readiness for Hot Operations, Final Safety Analysis Report, Pilot Testing and Critical Decision 4 Package	Standard 5	A	D	3 months prior to hot commissioning	II
5.10	Certification of Pilot Testing and Hot Commissioning Start	Standard 5	A	D	when complete	II
5.11	Pilot Testing and Hot Commissioning Performance Tests	Standard 5	M	D	during hot commissioning	II
5.12	Pilot Testing and Hot Commissioning Results	Standard 5	M	D	upon completion of hot commissioning	II
5.13	Certification of Completion of Pilot Testing and Hot Commissioning	Standard 5	A	D	when complete	II
5.14	Facility Turnover	Standard 5	A	D	after successful commissioning and one full year of successful rad ops	II
7.1	SRID Compliance Plan	Standard 7	A	D	Contract Award plus 2.25 months	I
7.2	ISMS Description	Standard 7	C	D	Contract Award plus 2 months	I
7.3	Environmental Plan	Standard 7	A	D	Contract Award plus 2 months	I & II
7.4	Notice of Construction	Standard 7	A	D	TBD	II
7.5	Prevention of Significant Deterioration Permit Application	Standard 7	A	D	TBD	II
7.6	Quality Assurance Plan	Standard 7	A	D	Contract Award plus 2 months	I & II
8.0	Safeguards and Security Plan	Standard 8	A	D	Contract Award plus 2 months	I & II

Item No.	Deliverable	Reference	Action Required	DOE Action Party	Contract Due Date	Contract Phase
9.1	Interface Control Documents	Section C.9	J	D	Contract Award plus 5 months	I & II

**Legend Definitions:**

- A Approval — The deliverable shall be provided to DOE for review and approval. DOE will review the deliverable and provide comments in writing. Comments will be discussed through the partnering process and the Contractor is required to provide written responses using Review Comment Records. Documents shall be re-written to incorporate all DOE mandatory comments. Once a deliverable or document has been approved upon by DOE, it shall be placed under change control and no changes to that document shall be made, without DOE approval.
- C Review and Comment — The deliverable shall be provided to DOE for review and comment. DOE will have the option for reviewing the information and providing comment. The Contractor shall respond to all written comments in Review Comment Records form. DOE comments that cannot be resolved in the appropriate partnering team shall be elevated to the Project Management Team for resolution.
- D U.S. Department of Energy, Savannah River
- I Information — The deliverable shall be provided for information purposes only. DOE will have the option of reviewing the information and providing comments through the partnering process. Such comments do not require resolution under the Contract.
- J Jointly Developed — The ICDs shall be jointly developed with DOE, and the Site M&O Contractor and provided to DOE for the DOE Contracting Officer's Representative to issue as the operative ICDs.
- M Monitor — The deliverable shall be developed with input from DOE. DOE will be highly involved as the deliverable is developed, and will monitor the progress of the deliverable. DOE comments shall be discussed in the partnering teams as the deliverable develops. If DOE direction is determined to be appropriate, DOE shall provide such direction in writing.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES  
 1 1

2. AMENDMENT/MODIFICATION NO. **M003** 3. EFFECTIVE DATE **See Block 16C**  
 4. REQUISITION/PURCHASE REQUEST NO. \_\_\_\_\_ 5. PROJECT NO. (IF APPLICABLE) \_\_\_\_\_  
 6. ISSUED BY CODE \_\_\_\_\_ 7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODE \_\_\_\_\_  
**U. S. Department of Energy**  
**Savannah River Operations Office**  
**Contracts Management Division**  
**P.O. Box A**  
**Aiken, SC 29802**

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)  
**Parsons Infrastructure & Technology Group, Inc.**  
**100 Walnut Street**  
**Pasadena, CA 91124**

9A. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_  
 9B. DATED (SEE ITEM 11) \_\_\_\_\_  
 10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AC09-02SR22210**  
 10B. DATED (SEE ITEM 13) **09/17/02**

CODE \_\_\_\_\_ 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 ACKNOWLEDGEMENT 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)**

**13. THIS ITEM ONLY APPLIES 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 the 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 THE AUTHORITY OF: \_\_\_\_\_  
 X D. OTHER (Specify type of modification and authority)  
**Clause No. I.119 - DEAR 952.250-70 - Nuclear Hazards Indemnity Agreement (JUN 1996)**

E. IMPORTANT: Contractor  is not  is required to sign and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

As contemplated in Block 15 of the Standard Form 26, Award/Contract, signed by Parsons Infrastructure & Technology Group, Inc., on September 9, 2002, the United States has extended the Price-Anderson Act (PAA) and its implementing clause (DEAR 952.250-70). Section 3171 of the Bob Stump National Defense Authorization Act extended the PAA through December 31, 2004. Therefore, this coverage, as included in the subject contract at Section I, Clause No. I.119, applies to your efforts with an effective date of December 3, 2002.

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)  
**Charlene Smith**  
**Contracting Officer**

15b. CONTRACTOR/OFFEROR \_\_\_\_\_ 15c. DATE SIGNED \_\_\_\_\_ 16B. UNITED STATES OF AMERICA \_\_\_\_\_ 16C. DATE SIGNED  
  
 12/16/02

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. A004		3. EFFECTIVE DATE See Blk 16C	4. REQUISITION/PURCHASE REQ. NO. 09-02SR22210.002	5. PROJECT NO (If applicable)
6. ISSUED BY US Department of Energy Savannah River Operations Office Contracts Management Division PO Box A, Aiken, SC 29802		CODE	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Parsons Infrastructure & Technology Group, Inc. 100 Walnut Street Pasadena, CA 91124	(4)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-02SR22210
		10B. DATED (SEE ITEM 13) 9/17/2002

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 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, 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 (Required)  
See Block 14 - Net Increase \$750,000

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

(4) 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 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:

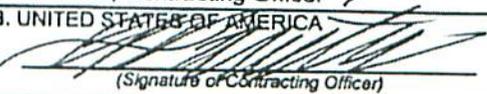
D. OTHER (Specify type of modification and authority)  
 Clause B.2(b) of the Contract I.68

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 to increase funding currently obligated to the Contract.

(Continued on Page 2 hereof)

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)	
		G. W. Painter, Contracting Officer	
15B. CONTRACTOR /OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	3/03/03

14. Description of Amendment/Modification (Continued)

- a. Part I – The Schedule, Section B, paragraph B.2(b) – Estimated Cost of the Contract and Fund Obligations, is hereby modified as follows:

In accordance with the clause entitled FAR 52.232-22 LIMITATION OF FUNDS (APR 1984), the amount presently obligated by the Government with respect to this contract is increased from \$3,750,000 to \$4,500,000, an increase of \$750,000.

- b. Accounting and Appropriation Data

<u>Approp. Symbol</u>	<u>B&amp;R No.</u>	<u>Dollar Amount</u>
89X0242.91	EW02L1560	\$750,000

- c. All other terms and conditions of the contract remain unchanged.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CO ACT ID CODE PAGE OF PAGES  
 1 1 6

2. AMENDMENT/MODIFICATION NO. M005  
 3. EFFECTIVE DATE  
 4. REQUISITION/PURCHASE REQ. NO. N/A  
 5. PROJECT NO (if applicable)

6. ISSUED BY CODE  
 US Department of Energy  
 Savannah River Operations Office  
 Contracts Management Division  
 PO Box A, Aiken, SC 29802

7. ADMINISTERED BY (if other than Item 6) CODE  
 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 Parsons Infrastructure & Technology Group, Inc.  
 100 Walnut Street  
 Pasadena, CA 91124

9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO.  
 DE-AC09-02SR22210  
 10B. DATED (SEE ITEM 13)  
 9/17/2002

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 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 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 (Required)  
 N/A

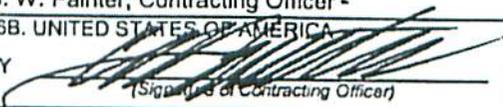
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4) 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. Clause I.85 Changes - Cost Reimbursement (Aug 1987)  
 X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES 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)

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.)  
 a. The purpose of this modification is to effect minor clarifications/changes to the DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (SECTION C of PART I THE SCHEDULE) and to delete the requirement for sensitivity review/analysis for a 1% scale facility and add the requirement for a 50% scale facility

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)  
 G. W. Painter, Contracting Officer -  
 15B. CONTRACTOR /OFFEROR  
 15C. DATE SIGNED  
 16B. UNITED STATES OF AMERICA  
 BY   
 (Signature of person authorized to sign) (Signature of Contracting Officer)  
 16C. DATE SIGNED  
 3/11/03

**14. Description of Amendment/Modification (Continued)**

**b. Section B.1 ITEMS BEING ACQUIRED – TYPE OF CONTRACT, Line Item 0001A & B – Phase I, is hereby deleted in its entirety and the following is substituted in lieu thereof:**

“Line Item 0001A & B – Phase I – This Phase of the contract will be on a cost-plus-fixed-fee basis.

Phase IA – Includes project familiarization and preparation of Conceptual Design of a 15% scale, expandable, Salt Waste Processing Facility as defined in Section C. Although all research and development (R&D) work performed to date by DOE will be provided to the contractor, any additional R&D work needed by the contractor to execute the contract requirements will be included in the cost estimate for this Line Item. **Concurrent with submission of the conceptual design the contractor shall submit sensitivity reviews/analysis to provide project construction cost ranges and schedules for 5%, 10%, 20%, and 50% scale facilities.** The contractor shall also submit a cost and fee proposal for the 15% scale facility as provided for in the clause in Section H entitled, Phase II Cost and Fee Proposal. The Government will consider the information submitted and make a decision on the optimum scale facility.”

**c. Section C.2 CONTRACT APPROACH, second paragraph, is hereby deleted in its entirety and the following is substituted in lieu thereof:**

“The objective of the Salt Processing Project (SPP) is to design, construct, and perform pilot testing and commissioning of a SWPF to process salt waste. (NOTE: The SPP has been renamed the “SWPF Project”. Any reference in this contract to SPP is a reference to the SWPF project.) The SPP Contractor/Contractors (hereinafter referred to as the Contractor(s)”) has full responsibility for the SPP from the transfer of technology development and Design Information through the completion of transition to long term operation of the demonstration facility. A phased contract approach, as outlined in Section B, will be employed. Following facility completion and commissioning per this contract, long term operation of the SWPF will be performed under a separate contract. The SPP Contract will focus on Contract award for design, construction, and startup/pilot testing/commissioning, and turnover of the SWPF.”

**d. Section C.2 CONTRACT APPROACH, fifth paragraph (page C-2), is hereby deleted in its entirety and the following is substituted in lieu thereof:**

“Each design shall provide operations equipment and facility footprint for a front-end actinide, strontium, and suspended solids removal process unit operation. DOE is exploring alternatives that may perform this operation prior to feeding the salt waste to the SWPF. This equipment should therefore be designed to **minimize the impact of deleting** this unit operation from this facility at any time prior to start of final design. The impact to costs and schedule activities associated with the design, construction, start-up, pilot testing, and commissioning of the alpha removal option shall be identified in the cost and schedule range estimates.”

e. Section C.5 DESCRIPTION OF CONTRACT REQUIREMENTS AND DELIVERABLES, subparagraph (f), Deliverable Item 2.2 deliverable title (page C-9), is hereby deleted in its entirety and the following is substituted in lieu thereof:

“Operations Assessment Model”

f. Section C.5 DESCRIPTION OF CONTRACT REQUIREMENTS AND DELIVERABLES, subparagraph (f), Deliverable Item 7.2 Action Required (page C-11), is hereby deleted in its entirety and the following is substituted in lieu thereof:

“A”

g. Section C.6 STANDARDS, Standard 3: Design, Subparagraph (b)(2)(viii) (page C-22), is hereby deleted in its entirety and the following is substituted in lieu thereof:

“(viii) RESERVED”

h. Section C.6 STANDARDS, Standard 3: Design, Subparagraph (c)(9) (page C-24), is hereby deleted in its entirety and the following is substituted in lieu thereof:

“Piping and Instrumentation Diagrams: The Contractor(s) shall prepare the piping and instrument diagram for the SWPF. The piping and instrument diagrams shall identify all process and support equipment, preliminary instrument and electrical requirements, and piping sizes and line numbers.”

i. Section C.6 STANDARDS, Standard 3: Design, Subparagraph (c)(17) (page C-25), is hereby deleted in its entirety and the following is substituted in lieu thereof:

“Analytical Laboratory Facility Design: The contractor(s) shall further develop and provide the sampling and analysis requirements to support process control, environmental compliance and Saltstone and DWPF Feed product verification for DOE review and approval (Table C.5-1.1, Deliverable 3.7). The information shall include sample locations, sample purpose, analysis requirements and frequency turnaround times. Results of the assessment of process tank capacities and process operations will be used to verify and establish the specification and design of the Analytical Laboratory area of the SWPF and outside laboratory support requirements.

The Analytical Laboratory Area design shall incorporate features and capability necessary to ensure efficient SPP operations and meet all permitting, process control, authorization basis and product verification requirements. **The design shall provide analysis capability to support SWPF operations and also have the capability to receive and analyze a sample container from the Tank Farm.** The design should be validated with information from tank utilization modeling of the process tankage, and operational research modeling of the treatment process, as appropriate. Use of available outside laboratory facilities (SRS or Commercial) shall be considered to optimize cost of operation.”

j. Section C.6 STANDARDS, Standard 5: Commissioning, Subparagraph (f)(1) (page C-32), is hereby deleted in its entirety and the following is substituted in lieu thereof:

"Certification of Readiness for Hot Operations: In order to conduct a formal DOE Operational Readiness Review (ORR), resolve all open issues, and obtain necessary DOE approvals, the Contractor shall certify to DOE that the facility is ready to receive waste feed 3 months prior to the requested date for waste transfer (Table C.5-1.1, Deliverable 5.9, Certification of Readiness for Hot Operations, Final Safety Analysis Report and Critical Decision 4 Package). At a minimum, the certification shall include demonstrations in that:

- (i) The contractor has all the necessary permits, licenses, and other such approvals, and can meet all related compliance conditions;
- (ii) The interfaces are ready to start hot operations. A manageable list of exceptions (e.g., hot tie-ins), as allowed by DOE Order 425.1, is acceptable;
- (iii) The facility can meet contractual requirements for all inputs and outputs;
- (iv) The SWPF products will meet requirements and that the mass and material balance tracking is sufficiently understood for safe and efficient operations; and
- (v) The Contractor has conducted a contractor operational readiness review of the SWPF in accordance with DOE Order 425.1B, Startup and Restart of Nuclear Facilities, and certifies that the SWPF is ready for a DOE ORR

k. Section C.7 FACILITY SPECIFICATION, The following Introductory Statement is hereby added:

"The facility specifications provided in this section are provided to guide the planning and design of the SWPF. These specifications are not mandatory, however, any exceptions to their use must be authorized by written approval of the Contracting Officer's Representative (COR). Contractor shall submit written justification to COR to obtain COR approval."

l. Section C.7 FACILITY SPECIFICATION, The following Paragraphs are hereby deleted in their entirety and the following language is substituted in lieu thereof:

"3.1.1 Provisions in the facility design shall be provided to prevent inadvertent transfer of incoming waste streams to SWPF."

"3.2.2 Containment areas and or dikes capable of containing the largest tank volume, plus a margin shall be provided around bulk chemical storage tanks, containing compatible liquids."

"3.3.7 Remote handling equipment shall be considered where it is anticipated that exposure would approach dose limits or where there is a potential for dose from puncture wounds."

"3.3.12 This facility shall comply with the requirements of 10 CFR 835."

"Table 3.3-1 – Radiation Zoning Criteria is hereby deleted and 'RESERVED' "

"3.4.1 Tanks that contain or have the potential for developing flammable or explosive mixtures shall be provided with suitable safety systems to mitigate the potential for fire or explosion."

"3.4.2 All tanks that contain organic waste shall be assessed for flammability and be provided with suitable safety controls to mitigate any hazards."

"3.4.6 Two separate level indications per tank shall be provided to support inter-area transfers."

"3.7.7 RESERVED"

"3.7.8 A dedicated source of compressed air shall be provided for use as Breathing Air in the facility, either by a piped or portable system."

"3.7.9 RESERVED"

"3.7.10 Sources of compressed air shall be provided for Instrument Air and Plant Air in SWPF. A minimum of 25% excess capacity shall be built into these systems to accommodate future users."

"3.8.1 Structures, systems and components shall be designed for Natural Phenomenal Hazards commensurate with their performance category. Performance categories shall be developed and applied in accordance with DOE Guide 420.1-2, DOE-STD-1021 and DOE-STD-1020."

"3.8.3 Penetration configurations in concrete shield walls shall be shown to provide adequate attenuation of radiation."

"3.9.2 The facility shall contain or make necessary arrangements for:" (The subsequent parts of 3.9.2 remain unchanged)

"3.9.3 RESERVED"

"3.10.10 The outdoor relief valve discharge vent piping shall have design features to prevent the accumulation of water."

"3.10.11 Systems that must remain in operation to support day to day operation shall be designed to accommodate periodic testing."

"3.10.13 Test capability shall be provided for all removable process piping including process jumpers."

"3.10.14 Where jumpers are required, connectors should be standardized. Hanford type or similar proven connectors at comparable US facilities should be used."

"3.10.19 Process cell valves shall be capable of being operated remotely."

"3.10.26 Remote operation of overhead crane should be used, where practical."

"3.10.27 Where cell cover blocks are utilized, an overhead crane shall be provided to support cell cover/removal and equipment installation and removal. The overhead crane should consider remote control by a radio frequency control system and shall have a remote retrieval system."

"3.10.28 A color television camera shall be provided for process cell inspection. The camera shall be controlled remotely and will have pan, tilt and zoom capabilities."

"3.12 The Fire Protection program will be developed commensurate with the development of the facility design. The **Preliminary Hazard Analysis (PHA)** will identify major fire protection features that must be included in the project to satisfy the various code requirements."

"3.13.2 The design and installation of in-cell tanks  $\leq 30,000$  gallons and equipment shall allow for remote removal and replacement, except in instances where equipment is designed to operate continuously without the need for major repair or replacement over the design life of the plant."

"3.17.14 Design should consider a dedicated, redundant fiber optic network for the Control system."

"3.21.10 Where practical, repaired equipment should be tested in the workshop areas before returning the equipment into service."

"3.21.18 The facility design shall provide for inspections of safety-related equipment."

"3.23.2 For all equipment not designed for the life of the facility, stacking of process vessels shall be avoided and overhead access shall be provided."

"3.23.4 RESERVED"

"3.23.6 Acme studs should be considered to assemble and disassemble equipment remotely. When using Acme studs on equipment that will not permit the shank of the impact wrench to clear in the vertical direction, a dutchman should be installed. When rotation of the impact wrench must be limited to prevent damage to nearby equipment, lugs should be welded to the flange to restrict the movement of the wrench or a dutchman used."

"3.23.7 Standard SRS style nozzles and jumpers shall be considered where jumpers are required."

"3.23.9 The construction and installation tolerances for removable equipment shall support full remotability and be demonstrated."

"3.23.10 Lifting beams should be standardized, where practical for equipment requiring remote removal for maintenance."

"3.23.12 Removable equipment shall be provided with standard guides and lifting features (e.g., trunnions, bails) to enable remote removal and replacement."

**m. All other terms and conditions of the contract remain unchanged.**

<b>AMENDMENT OF SOLICITATION</b>		<b>IFICATION OF CONTRACT</b>		1. COM ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. A006	3. EFFECTIVE DATE See Blk 16C	4. REQUISITION/PURCHASE REQ. NO. 09-02SR22210.003	5. PROJECT NO. (If applicable)		
6. ISSUED BY US Department of Energy Savannah River Operations Office Contracts Management Division PO Box A, Aiken, SC 29802	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Parsons Infrastructure & Technology Group, Inc. 100 Walnut Street Pasadena, CA 91124			<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-02SR22210 <input type="checkbox"/> 10B. DATED (SEE ITEM 13) 9/17/2002		
CODE	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)**

N/A

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

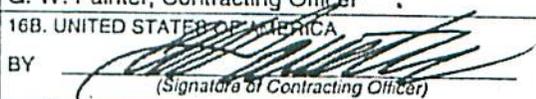
<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 1.68 Limitation of Funds and 1.85 Changes
<input type="checkbox"/>	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.)**

a. The purpose of this modification is to increase the estimated cost due to government directed changes in the SWPF feedbasis and monosodium titinate (MST) performance data, which required re-work of the contractor's design. This action also adds additional funding to allow continued performance of the work.

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) <b>C.H. Terhune, III, Sr. Vice Pres. &amp; Proj Mgr</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>G. W. Painter, Contracting Officer</b>
15B. CONTRACTOR /OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
15C. DATE SIGNED <b>3/3/03</b>	16C. DATE SIGNED <b>4/3/03</b>

**14. Description of Amendment/Modification (Continued)**

- b. Section B.2 ESTIMATED COST OF THE CONTRACT AND FUND OBLIGATIONS; Subparagraph (a) BASE PERIOD OF PERFORMANCE, Line Item 001 – Phases IA and IB – Line Item 0001A, is hereby deleted in its entirety and the following is substituted in lieu therefor:**

“(a) The estimated cost of the contract is set forth below:

**BASE PERIOD OF PERFORMANCE**

Line Item 0001 – Phases IA and IB --

Line Item 0001A – Project familiarization, preparation and submission of a 15% Conceptual Design, sensitivity analyses and schedules for 5%, 10%, 20% and 50% scale facilities, final conceptual design on the optimized scale facility as determined by the Government and submission of a Phase II cost proposal as described in Section C and/or the clause in Section H entitled, Phase II Cost and Fee proposal.

Estimated Cost	\$7,811,095.00
Total Fixed Fee	<u>\$538,835.00</u>
Total Line Item 0001A	\$8,349,930.00
Line Item 0001B – Demobilization (Cost Only) as Provided for in Special contract Clause H.40”	\$128,737.00

- c. Section B.2 ESTIMATED COST OF THE CONTRACT AND FUND OBLIGATIONS; Subparagraph (b) is hereby deleted in its entirety and the following is substituted in lieu therefor:**

“(b) In accordance with the clause entitled FAR 52.232-22 LIMITATION OF FUNDS (APR 1984), the amount presently obligated by the Government with respect to this contract is \$5,250,000.00.”

**Accounting and Appropriation Data:**

<u>Approp. Symbol</u>	<u>B&amp;R No.</u>	<u>Dollar Amount</u>	<u>Funding Action</u>
N/A	N/A	\$500,000.00	Basic Award
89X0242.91	EW02L1560	\$3,250,000.00	A001
89X0242.91	EW02L1560	\$750,000.00	A004
89X0242.91	EW02L1560	\$750,000.00	A006”

- d. All other terms and conditions of the contract remain unchanged.**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO. A007

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQUEST NO. 09-02SR22210.004

5. PROJECT NO. (IF APPLICABLE)

6. ISSUED BY U.S. Department of Energy Savannah River Operations Office Contracts Management Division P.O. Box A Aiken, SC 29802

7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODH

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state, ZIP Code) Parsons Infrastructure & Technology Group, Inc. 100 Walnut Street Pasadena, CA 91124

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-02SR22210

10B. DATED (SEE ITEM 13) 09/17/02

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

12. ACCOUNTING AND APPROPRIATION DATA (If required) See Block 14 - Net Increase \$2,325,000

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

14. THIS CHANGE ORDER IS ISSUED PURSUANT TO THE AUTHORITY OF FAR 43.103(b) NO IN ITEM 10A

15. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)

16. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF

17. 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. (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, by one of the following methods: submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGE-MENT 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 tele-gram 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.

18. ACCOUNTING AND APPROPRIATION DATA (If required) See Block 14 - Net Increase \$2,325,000

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

20. THIS CHANGE ORDER IS ISSUED PURSUANT TO THE AUTHORITY OF FAR 43.103(b) NO IN ITEM 10A

21. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)

22. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF

23. 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. (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, by one of the following methods: submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGE-MENT 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 tele-gram 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.

24. ACCOUNTING AND APPROPRIATION DATA (If required) See Block 14 - Net Increase \$2,325,000

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

26. THIS CHANGE ORDER IS ISSUED PURSUANT TO THE AUTHORITY OF FAR 43.103(b) NO IN ITEM 10A

27. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)

28. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF

29. 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. (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, by one of the following methods: submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGE-MENT 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 tele-gram 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.

15B. CONTRACTOR OFFEROR

15C. DATE SIGNED

15A. NAME AND TITLE OF SIGNER

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type in print) **Charlotte Smith**

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED 5/1/03

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation contract subject matter where feasible)

The purpose of this modification is to increase funding currently obligated to the Contract.

(Continued on Page 2 hereof)

15. ACCEPT 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

14. Description of Amendment/Modification (Continued)

- a. Part I – The Schedule, Section B, paragraph B.2(b) – Estimated Cost of the Contract and Fund Obligations, is hereby modified as follows:

In accordance with the clause entitled FAR 52.232-22 LIMITATION OF FUNDS (APR 1984), the amount presently obligated by the Government with respect to this contract is increased from \$5,250,000 to \$7,575,000, an increase of \$2,325,000.

- b. Accounting and Appropriation Data

<u>Approp. Symbol</u>	<u>B&amp;R No.</u>	<u>Dollar Amount</u>
89X0242.91	EW02L1560	\$2,325,000

- c. All other terms and conditions of the contract remain unchanged.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.  
A008

3. EFFECTIVE DATE  
See Block 16C

4. REQUISITION/PURCHASE REQUEST NO.  
09-03SR22210.005

5. PROJECT NO. (IF APPLICABLE)

6. ISSUED BY CODE

U. S. Department of Energy  
Savannah River Operations Office  
Contracts Management Division  
P.O. Box A  
Aiken, SC 29802

7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODH

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)

Parsons Infrastructure & Technology Group, Inc.  
100 Walnut Street  
Pasadena, CA 91124

9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
DE-AC09-02SR22210

10B. DATED (SEE ITEM 13)  
09/17/02

CODE

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 ACKNOWLEDGEMENT 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)

See Block 14 - Net Increase \$774,930

13. THIS ITEM ONLY APPLIES 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 the 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 THE AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)  
Clause B.2(b) and Clause H.3, Key Personnel

E. IMPORTANT: Contractor  is not  is required to sign 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 to increase funding currently obligated to the Contract and to update the Key Personnel list.

(Continued on Page 2 hereof)

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)

Charlene Smith, Contracting Officer

15b. CONTRACTOR/OFFEROR

15c. DATE SIGNED

16B. UNITED STATES OF AMERICA

16c. DATE SIGNED

*Charlene Smith*

7/17/03

(SIGNATURE OF PERSON AUTHORIZED TO SIGN)

(SIGNATURE OF CONTRACTING OFFICER)

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

94-105

STANDARD FORM 30 (REV. 10-81)  
prescribed by GSA FAR (48 CFR) 53.213

14. Description of Amendment/Modification (Continued)

- a. Part I – The Schedule, Section B, paragraph B.2(b) – Estimated Cost of the Contract and Fund Obligations, is hereby modified as follows:

In accordance with the clause entitled FAR 52.232-22 LIMITATION OF FUNDS (APR 1984), the amount presently obligated by the Government with respect to this contract is increased from \$7,575,000 to \$8,349,930, an increase of \$774,930.

- b. Accounting and Appropriation Data

<u>Approp. Symbol</u>	<u>B&amp;R No.</u>	<u>Dollar Amount</u>
89X0242.91	EW02L1560	\$774,930

- c. Reference Section J, Attachment F – Key Personnel. Clark E. Swenson is replaced by Satish Amin as the Engineering & Design Manager.
- d. All other terms and conditions of the contract remain unchanged.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO. **A009**  
3. EFFECTIVE DATE **See Block 16C**  
4. REQUISITION/PURCHASE REQUEST NO. **09-03SR22210.006**  
5. PROJECT NO. (IF APPLICABLE)

6. ISSUED BY CODE  
**U. S. Department of Energy  
Savannah River Operations Office  
Office of Contracts Management  
P.O. Box A  
Aiken, SC 29802**  
7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)  
**Parsons Infrastructure & Technology Group, Inc.  
139 Darlington Drive  
Aiken, SC 29803**

9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
10A. MODIFICATION OF CONTRACT/ORDER NO.  
**DE-AC09-02SR22210**  
10B. DATED (SEE ITEM 13)  
**09/17/02**

CODE 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 ACKNOWLEDGEMENT 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)  
**See Block 14 - Net Increase \$2,421,191**

**13. THIS ITEM ONLY APPLIES 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 the 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 THE AUTHORITY OF
- D. OTHER (Specify type of modification and authority)  
**Clause B.2(b)**

E. IMPORTANT: Contractor  is not  is required to sign 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 to increase funding currently obligated to the Contract.

(Continued on Page 2 hereof)

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) <b>Charlene Smith, Contracting Officer</b>
15b. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA <i>Charlene Smith</i> (SIGNATURE OF CONTRACTING OFFICER)
15C. DATE SIGNED	16C. DATE SIGNED <b>8/7/03</b>

14. Description of Amendment/Modification (Continued)

- a. Phase II Pre-Financing in the amount of \$2,421,191 is hereby obligated to the contract. These funds apply to Phase II only and are not available for expenditure for Phases IA and IB.
- b. Part I – The Schedule, Section B, paragraph B.2(b) – Estimated Cost of the Contract and Fund Obligations, is hereby modified as follows:

In accordance with the clause entitled FAR 52.232-22 LIMITATION OF FUNDS (APR 1984), the amount presently obligated by the Government with respect to this contract is increased from \$8,349,930 to \$10,771,121, an increase of \$2,421,191.

c. Accounting and Appropriation Data

<u>Approp. Symbol</u>	<u>B&amp;R No.</u>	<u>Dollar Amount</u>
89X0242.91	39EW04LI	\$2,421,191

- d. All other terms and conditions of the contract remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.  
A010

3. EFFECTIVE DATE  
See Blk 16

4. REQUISITION/PURCHASE REQUEST NO.

5. PROJECT NO. (IF APPLICABLE)

6. ISSUED BY CODE

U. S. Department of Energy  
Savannah River Operations Office  
Contracts Management Division  
P.O. Box A  
Aiken, SC 29802

7. ADMINISTERED BY (IF OTHER THAN ITEM 6)

CODH

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)

Parsons Infrastructure & Technology Group, Inc.  
139 Darlington Drive  
Aiken, SC 29803

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
DE-AC09-02SR22210

10B. DATED (SEE ITEM 13)  
9/17/2002

CODE

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 ACKNOWLEDGEMENT 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)  
SEE PAGE 2

13. THIS ITEM ONLY APPLIES 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 the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: FAR 52.243-2 III Changes - Cost Reimbursement
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

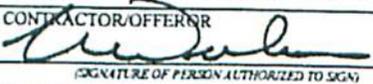
E. IMPORTANT: Contractor  is not  is required to sign and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

This modification serves as a Change Order to the Contract. The Change Order increases the estimated total cost of the Contract cost to \$8,642,281 and obligates additional funds in the amount of \$810,070.

The changes set forth on Page 2 are hereby incorporated into the Contract.

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) Charles H. Terhune, III Senior Vice President and Project Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ronald D. Simpson Contracting Officer	
15b. CONTRACTOR/OFFEROR  (SIGNATURE OF PERSON AUTHORIZED TO SIGN)		16B. UNITED STATES OF AMERICA  (SIGNATURE OF CONTRACTING OFFICER)	
15C. DATE SIGNED 9/26/03		16C. DATE SIGNED 9/26/03	

14. Description of Amendment/Modification (Continued)

a. In accordance with the clause entitled FAR 52.232-22 LIMITATION OF FUNDS (APR 1984), the amount presently obligated by the Government with respect to this contract is increased from \$10,771,121 to \$11,581,191 an increase of \$810,070.

b. Accounting and Appropriation Data:

<u>Approp. Symbol</u>	<u>B&amp;R No.</u>	<u>Dollar Amount</u>	<u>ADS/TP</u>
89X0242.91	EW02LI560	\$810,070.00	SR-HL13

c. SECTION B.2, ESTIMATED COST OF THE CONTRACT AND FUND OBLIGATIONS; subparagraph (a) The estimated cost of the contract is increased from \$7,811,095 to \$8,642,281, an increase of \$831,186 as set forth below:

Estimated Cost	\$8,642,281.00
Total Fixed Fee	<u>\$538,835.00</u>
Total Estimated Cost and Fixed Fee	\$9,181,116.00

d. This Change Order is issued in connection with the letter from Charlene Smith, Contracting Officer, to Terhune, Parsons, dated August 15, 2003, for Re-evaluation of Optimum Scale Selection for Phase IB Conceptual Design.

e. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. A011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUEST NO. 09-04SR22210.001	5. PROJECT NO. (IF APPLICABLE)
6. ISSUED BY U. S. Department of Energy Savannah River Operations Office Office of Contracts Management P.O. Box A Aiken, SC 29802		7. ADMINISTERED BY (IF OTHER THAN ITEM 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state, ZIP Code) Parsons Infrastructure & Technology Group, Inc. 139 Darlington Drive Aiken, SC 29803		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-02SR22210	10B. DATED (SEE ITEM 13) 09/17/02
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 ACKNOWLEDGEMENT 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)  
See Block 14

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

<input 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 the paying office, appropriation data, 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 THE AUTHORITY OF: Clause I.85 - FAR 52.243-2 - Changes-Cost Reimbursement-Alternate III
<input type="checkbox"/>	D OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not  is required to sign 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)

a. The purpose of this modification is to increase the estimated cost of the contract by \$792,898 for Post Phase IB contract tasks/activities.

(Continued on Page 2 hereof)

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)	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	16C. DATE SIGNED
	11/11/03	Charlene Smith Contracting Officer	11/12/03
15b. CONTRACTOR OFFICER		16B. UNITED STATES OF AMERICA	

14. Description of Amendment/Modification (Continued)

- b. Section B.2, ESTIMATED COST OF THE CONTRACT AND FUND OBLIGATIONS, Subparagraph (a) Base Period of Performance, Line Item 0001 – Phases IA and IB – Line Item 0001A, is hereby deleted in its entirety and the following is substituted in lieu thereof:

- (a) The estimated cost of the contract is set forth below:

BASE PERIOD OF PERFORMANCE

Line Item 0001 – Phase IA and IB –

Line Item 0001A – Project familiarization, preparation and submission of a 15% Conceptual Design; sensitivity analyses and schedules for 5%, 10%, 20% and 50% scale facilities; final conceptual design on the optimized scale facility as determined by the Government; submission of a Phase II cost proposal as described in Section C and/or the clause in Section H entitled Phase II Cost and Fee Proposal; and Post Phase IB contract tasks/activities.

Estimated Cost	\$9,435,179
Total Fixed Fee	<u>\$ 538,835</u>
Total Line Item 0001A	\$9,974,014

Line Item 0001B – Demobilization (Cost Only) as  
Provided for in Special Contract Clause H.40 \$ 128,737

- c. Part I – The Schedule, Section B, paragraph B.2(b) – Estimated Cost of the Contract and Fund Obligations, is hereby modified as follows:

In accordance with the clause entitled FAR 52.232-22 LIMITATION OF FUNDS (APR 1984), the amount presently obligated by the Government with respect to this contract is increased from \$11,581,191 to \$12,374,089, an increase of \$792,898.

Accounting and Appropriation Data

<u>Approp. Symbol</u>	<u>B&amp;R No.</u>	<u>Dollar Amount</u>
89X0251.91	EY3548140	\$792,898

- d. All other terms and conditions of the contract remain unchanged.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   4
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2. AMENDMENT/MODIFICATION NO. M012	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUEST NO. N/A	5. PROJECT NO. (IF APPLICABLE)
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6. ISSUED BY U. S. Department of Energy Savannah River Operations Office Office of Contracts Management P.O. Box A Aiken, SC 29802	7. ADMINISTERED BY (IF OTHER THAN ITEM 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Parsons Infrastructure & Technology Group, Inc. 139 Darlington Drive Aiken, SC 29803	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-02SR22210
	10B. DATED (SEE ITEM 13) 09/17/02

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

<input 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 the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I.85 - FAR 52.243-2 - Changes-Cost Reimbursement-Alternate III

E. IMPORTANT: Contractor  is not  is required to sign 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 to incorporate FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION - ALTERNATE I (OCT 2003).

(Continued on Page 2 hereof)

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) Charlene Smith, Contracting Officer
15b. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA 
15C. DATE SIGNED	16C. DATE SIGNED 12/16/03

14. Description of Amendment/Modification (Continued)

a. The following clause is hereby added to the contract:

**52.204-7 CENTRAL CONTRACTOR REGISTRATION – ALTERNATE I  
(OCT 2003)**

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) The Contractor shall be registered in the CCR database by **December 31, 2003**. The Contractor shall maintain registration during performance and through final payment of this contract.

- (2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30 Amendment of Solicitation/Modification of Contract, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An offeror may obtain a DUNS number-
  - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
  - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
  - (i) Company legal business.
  - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company Physical Street Address, City, State, and Zip Code.
  - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12,

the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

b. All other terms and conditions of the contract remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO. A013  
3. EFFECTIVE DATE See Block 16C  
4. REQUISITION/PURCHASE REQUEST NO. 09-04SR22210.002 & 003  
5. PROJECT NO. (IF APPLICABLE)

6. ISSUED BY U. S. Department of Energy  
Savannah River Operations Office  
Office of Contracts Management  
P.O. Box A  
Aiken, SC 29802  
CODR  
7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODR

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state, ZIP Code)  
Parsons Infrastructure & Technology Group, Inc.  
139 Darlington Drive  
Aiken, SC 29803  
9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-02SR22210  
10B. DATED (SEE ITEM 13) 09/17/02  
X  
CODE 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 ACKNOWLEDGEMENT 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)  
See Page 2

13. THIS ITEM ONLY APPLIES 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 the paying office, appropriation data, 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 THE AUTHORITY OF:  
Clause I.85 - FAR 52.243-2 - Changes-Cost Reimbursement-Alternate III  
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not  is required to sign and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UIC section headings, including solicitation/contract subject matter where feasible)

a. The purpose of this modification is to increase the estimated cost of the contract by \$1,042,951 for Post Phase IB contract tasks/activities.

(Continued on Page 2 hereof)

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)  
Charles H. Terhune, III  
Senior Vice President and Project Manager  
15B. CONTRACTOR/OFFEROR  
15C. DATE SIGNED  
1/21/04  
15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Charlene Smith  
Contracting Officer  
16A. UNITED STATES OF AMERICA  
16B. DATE SIGNED  
1/21/04  
16C. DATE SIGNED  
1/21/04

14. Description of Amendment/Modification (Continued)

- b. Section B.2, ESTIMATED COST OF THE CONTRACT AND FUND OBLIGATIONS, Subparagraph (a) Base Period of Performance, Line Item 0001 – Phases IA and IB – Line Item 0001A, is hereby deleted in its entirety and the following is substituted in lieu thereof:

- (a) The estimated cost of the contract is set forth below:

BASE PERIOD OF PERFORMANCE

Line Item 0001 – Phase IA and IB –

Line Item 0001A – Project familiarization, preparation and submission of a 15% Conceptual Design; sensitivity analyses and schedules for 5%, 10%, 20% and 50% scale facilities; final conceptual design on the optimized scale facility as determined by the Government; submission of a Phase II cost proposal as described in Section C and/or the clause in Section H entitled Phase II Cost and Fee Proposal; and Post Phase IB contract tasks/activities.

Estimated Cost	\$10,478,130
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Total Fixed Fee	<u>\$ 538,835</u>
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Total Line Item 0001A	\$11,016,965
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Line Item 0001B – Demobilization (Cost Only) as Provided for in Special Contract Clause H.40	\$ 128,737
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- c. Part I – The Schedule, Section B, paragraph B.2(b) – Estimated Cost of the Contract and Fund Obligations, is hereby modified as follows:

In accordance with the clause entitled FAR 52.232-22 LIMITATION OF FUNDS (APR 1984), the amount presently obligated by the Government with respect to this contract is increased from \$12,374,089 to \$13,395,205, an increase of \$1,021,116.

Accounting and Appropriation Data

<u>Approp. Symbol</u>	<u>B&amp;R No.</u>	<u>Dollar Amount</u>
89X0251.91	EY3548140	\$1,021,116

- d. All other terms and conditions of the contract remain unchanged.

2. AMENDMENT/MODIFICATION NO. <b>A014</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQUEST NO. <b>N/A</b>	5. PROJECT NO. (IF APPLICABLE)
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6. ISSUED BY U. S. Department of Energy Savannah River Operations Office Office of Contracts Management P.O. Box A Aiken, SC 29802	7. ADMINISTERED BY (IF OTHER THAN ITEM 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) <b>Parsons Infrastructure &amp; Technology Group, Inc. 139 Darlington Drive Aiken, SC 29803</b>	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC09-02SR22210</b>
	10B. DATED (SEE ITEM 13) <b>09/17/02</b>

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 ACKNOWLEDGEMENT 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 ONLY APPLIES 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 the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
<b>X</b>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: <b>Paragraph H.36 of the contract entitled "Downselection and Demobilization"</b>
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not  is required to sign 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)

Pursuant to Paragraph H.36 of the contract entitled "Downselection and Demobilization", Parsons Infrastructure and Technology Group shall proceed with Phase II, which includes preliminary and final design, construction, and commissioning (one year of operations).

(Continued on Page 2 hereof)

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) <b>Charles H. Terhune, III Senior Vice President and Project Manager</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Charlene Smith, Contracting Officer</b>
15b. CONTRACTOR/OFFEROR 	16B. UNITED STATES OF AMERICA 
15c. DATE SIGNED <b>1-30-04</b>	16c. DATE SIGNED <b>1/30/04</b>

Description of Amendment/Modification (Continued)

a. Section B, Supplies or Services and Prices/Costs, Line Item 0002 – Phase II, reads as follows:

0002A Cost for Preliminary Design, Final Design, Construction, and Commissioning		<u>\$306,928,215</u>
0002B Cost for Value Engineering Program described in Section C		<u>\$47,793</u>
Target Cost		<u>\$306,976,008</u>
Target Fee (7% of Target Cost)		<u>\$21,469,227</u>
Fee Type		<u>Cost Plus Incentive Fee</u>
Cost Performance Share Ratio Over Target Cost 80/20 (Government/Contractor Share)		
Cost Performance Share Ratio Under Target Cost 80/20 (Government/Contractor Share)		
Maximum Fee		<u>\$36,804,389</u>
Maximum Fee as % of Target Cost	<u>12%</u>	
Minimum Fee		<u>\$0</u>
Minimum Fee as % of Target Cost	<u>0%</u>	
Schedule Fee for Start of Hot Commissioning 90 days prior to 11/7/2008		<u>\$1,533,516</u>
Schedule Fee for Start of Hot Commissioning 180 days prior to 11/7/2008		<u>\$3,067,032</u>
No Schedule Fee is earned for achievement after these dates		
Schedule Fee Reduction		<u>\$25,230/day</u>
Fee will be reduced for each day of delay beyond the scheduled date of "Start of Hot Commissioning"(11/7/2008)		
Total (Target Cost + Target Fee)		<u>\$328,445,235</u>

b. Section B.1, Final Fee Adjustment, is revised as set forth below:

**Final Fee Adjustment:** Upon completion of commissioning under Line Item 0002, an assessment of actual vs. required facility production rates will be accomplished. The Contracting Officer may reduce the fees earned under Line Items 0001 and 0002 by up to 75% after assessing the differential in actual vs. required production rates, if any, and consideration of the extent any such differences were within the control of the contractor during contract performance. A combination of production and schedule fee reductions shall not decrease the contractor's fee to less than \$0.

c. Section C, paragraph C.5, Table C.5-1.1, Deliverables, is revised as set forth below:

**Table C.5-1.1, Deliverables**

Item No.	Deliverable	Reference	Action Required	DOE Action Party	Contract Due Date	Contract Phase
1.1	Plan for Transition	Standard 1	A	D	Contract Award plus 30 days	I
1.2	Preliminary Project Execution Plan	Standard 1	A	D	Contract Award plus 30 days	I
1.3	Project Control System Description	Standard 1	A	D	Phase II Start Date plus 30 days	I & II
1.4	Interface Management Plan	Standard 1	A	D	PD 5/20/04 FD 2/15/05	I & II
1.5	SPP Project Baseline	Standard 1	A	D	9/3/04	II
1.6	SPP Risk Assessment	Standard 1	A	D	Quarterly update	I & II
1.7	Monthly Status Report	Standard 1	I	D	10 <sup>th</sup> day of each calendar month	I & II
1.8	Occurrence Reporting	Standard 1	A	D	Monthly	I & II
1.9	ES&H Reporting	Standard 1	A	D	Monthly	I & II
1.10	Quarterly Critical Analysis	Standard 1	A	D	Quarterly	I & II
1.11	Sensitivity Analyses	Section C.2, C.5	I	D	Delivered in Phase I	I
2.1	Feed Strategy and Product and Secondary Waste Specification	Standard 2	A	D	Delivered in Phase I	I
2.2	Operational Research Assessment	Standard 2	C	D	PD 7/7/04 FD 7/1/05	I & II
2.3	SPP Tank Utilization Assessment	Standard 2	C	D	Annually	I

Item No.	Deliverable	Reference	Action Required	DOE Action Party	Contract Due Date	Contract Phase
2.4	Material Balance and Process Flowsheet	Standard 2	A	D	Annually	I
3.1	Design Process	Standard 3	C	D	PD 4/14/04 FD 1/7/05	I & II
3.2	Functional Specifications	Standard 3	A	D	PD 4/26/04 FD 1/28/04	I & II
3.3	Basis of Design/Design Criteria Database	Standard 3	A	D	PD 6/6/04 FD 1/28/05	I & II
3.4	Operations Requirements Document	Standard 3	A	D	Delivered in Phase I	I
3.5	Design Products	Standard 3	M	D	Ongoing	I & II
3.5A	Conceptual Design Report, Preliminary Hazard Analysis Report and Critical Decision 1 Package	Standard 3	A	D	Delivered in Phase I	I
3.5B	Preliminary Design (~35%) and Preliminary Safety Analysis Report and Critical Decision 2 Package	Standard 3	A	D	7/19/04	II
3.5C	Final Design, Updated Preliminary Safety Analysis Report, and Critical Decision 3 Package	Standard 3	A	D	5/26/05	II
3.6	Process Flow Diagrams	Standard 3	A	D	Delivered in Phase I	I
3.7	Analytical Laboratory Design Requirements	Standard 3	A	D	Delivered in Phase I	I
3.8	Site Layout Drawings	Standard 3	A	D	Delivered in Phase I	I
3.9	Optimization/Value Engineering Study	Standard 3	A	D	6/8/04	I & II
3.10	Design Overviews	Standard 3	C	D	Quarterly	I & II
4.1	Construction, Procurement, and Acceptance Testing Plan	Standard 4	A	D	PD 6/15/04 FD 1/7/05	II
4.2	Purchasing System	Standard 4	A	D	3/15/05	I & II
4.3	Construction Bid and Work Packages	Standard 4	I	D	2/11/05	II

4.4	Construction and Acceptance Testing Program	Standard 4	A	D	4/1/05	II
4.5	Construction Overviews	Standard 4	M	D	Monthly during construction	II
5.1	Pilot Testing and Commissioning Plan	Standard 5	A	D	1/20/06 Annually thereafter	II
5.2	Commissioning Review	Standard 5	M	D	Bi-Weekly during commissioning	II
5.3	Cold Commissioning Product Verification Report	Standard 5	A	D	6/3/08	II
5.4	Design Capacity Performance Tests	Standard 5	A	D	6/17/08	II
5.5	Off-standard Operational Testing	Standard 5	C	D	7/16/08	II
5.6	Environmental Performance Test	Standard 5	A	D	- 7/16/08	II
5.7	Cold Commissioning Results	Standard 5	A	D	10/23/08	II
5.8	Certification of Completion of Cold Commissioning	Standard 5	A	D	10/23/08	II
5.9	Certification of Readiness for Hot Operations, Final Safety Analysis Report, Pilot Testing and Critical Decision 4 Package	Standard 5	A	D	10/23/08	II
5.10	Certification of Pilot Testing and Hot Commissioning Start	Standard 5	A	D	10/24/08	II
5.11	Pilot Testing and Hot Commissioning Performance Tests	Standard 5	M	D	12/8/08	II
5.12	Pilot Testing and Hot Commissioning Results	Standard 5	M	D	12/8/08	II
5.13	Certification of Completion of Pilot Testing and Hot Commissioning	Standard 5	A	D	12/8/08	II
5.14	Facility Turnover	Standard 5	A	D	12/8/09	II
7.1	SRID Compliance Plan	Standard 7	A	D	Delivered in Phase I; Update in Phase II as required	I
7.2	ISMS Description	Standard 7	C	D	Delivered in Phase I	I
7.3	Environmental Plan	Standard 7	A	D	PD 6/22/04 FD 2/23/05	I & II
7.4	Notice of Construction	Standard 7	A	D	6/8/04	II

7.5	Prevention of Significant Deterioration Permit Application	Standard 7	A	D	3/23/05	II
7.6	Quality Assurance Plan	Standard 7	A	D	PD 6/1/04 FD 12/27/04	I & II
8.0	Safeguards and Security Plan	Standard 8	A	D	PD 6/10/04 FD 2/22/05	I & II
9.1	Interface Control Documents	Section C.9	J	D	PD 6/10/04 FD 2/22/05	I & II

**Legend Definitions:**

- A Approval — The deliverable shall be provided to DOE for review and approval. DOE will review the deliverable and provide comments in writing. Comments will be discussed through the partnering process and the Contractor is required to provide written responses using Review Comment Records. Documents shall be re-written to incorporate all DOE mandatory comments. Once a deliverable or document has been approved upon by DOE, it shall be placed under change control and no changes to that document shall be made, without DOE approval.
- C Review and Comment — The deliverable shall be provided to DOE for review and comment. DOE will have the option for reviewing the information and providing comment. The Contractor shall respond to all written comments in Review Comment Records form. DOE comments that cannot be resolved in the appropriate partnering team shall be elevated to the Project Management Team for resolution.
- D DOE, Savannah River
- I Information — The deliverable shall be provided for information purposes only. DOE will have the option of reviewing the information and providing comments through the partnering process. Such comments do not require resolution under the Contract.
- J Jointly Developed — The ICDs shall be jointly developed with DOE and the Site M&O Contractor, and provided to DOE for the DOE Contracting Officer's Representative to issue as the operative ICDs.
- M Monitor — The deliverable shall be developed with input from DOE. DOE will be highly involved as the deliverable is developed, and will monitor the progress of the deliverable. DOE comments shall be discussed in the partnering teams as the deliverable develops. If DOE direction is determined to be appropriate, DOE shall provide such direction in writing.

- d. Section C.6, Standard 5(f)(7), is deleted in its entirety and the following is substituted in lieu thereof:

One Year Commissioning Period: Following completion of the Hot Commissioning Throughput Tests, the Contractor shall operate the SWPF for one year. During the year, the contractor shall attain an SWPF throughput of 3.75 million gallons (Mgal) of salt waste feed (75% of design annual throughput). This throughput is based on an assumed 100% availability of the DWPF to accept waste from the SWPF during the first year of operation.

e. Section F.1(b), Milestone dates for specific activities, is revised as follows:

Milestone No.	Activity	Date
M1	Completion of Preliminary Design/Project Baseline	October 6, 2004
M2	Completion of Final Design	July 31, 2005
M3	Completion of Construction	March 17, 2008
M4	Completion of Acceptance Testing	March 17, 2008
M5	Completion of Cold Commissioning	October 23, 2008
M6	Start of Hot Commissioning	November 7, 2008
M7	Completion of Contract Requirements	December 8, 2009

\*Milestone dates assume start of Phase II on January 2, 2004 and will be adjusted to reflect the effective date of this modification.

f. Section I, Clause No. 1.25, FAR 52.219-10 Incentive Subcontracting Program (OCT 2000), Fill-in Information is revised to read "(b) 0."

g. Section I, Clause No. 1.29, FAR 52.219-26 Small Disadvantaged Business Participation Program – Incentive Subcontracting (OCT 2000), Fill-in Information is revised to read "(b) 0."

h. Section J, Attachment G, Funding Profile, is revised as follows:

Fiscal Year (FY)	Annual Funding Requirements (\$000)
2003	\$0
2004	\$35,117
2005	\$70,117
2006	\$87,166
2007	\$68,611
2008	\$60,485
2009	\$48,468
2010	\$3,532

i. Parsons' Phase II Small Business Subcontracting Plan is attached hereto.

j. All other terms and conditions of the contract remain unchanged.

**5.0 SMALL AND SMALL DISADVANTAGED BUSINESS PLAN**

**5.1 Small Business Subcontracting Past Performance**

Parsons recognizes the importance of providing meaningful subcontracting opportunities to small businesses (SB) of all types. We take our role and responsibility seriously in this endeavor. Therefore, within the Parsons organization we have established a program to promote and monitor this overall effort. Parsons has long had in place a Small Business Program as indicated in a recent revision to the Parsons Small Business Policy Statement shown in Exhibit E-1 of the Phase I proposal. Additionally, Parsons Small Business Program has received outstanding ratings in compliance reviews performed by various governmental agencies as demonstrated by the letter shown in Exhibit E-2 of the Phase I proposal.

**5.2 Small Business Subcontracting Plan**

Parsons is committed to SB subcontracting and is committed to providing meaningful roles to SB concerns on its contracts.

This Subcontracting Plan has been prepared to establish our commitments and to satisfy the applicable requirements of Public Law 95-507 as implemented by FAR 19.704. The plan follows the guidelines provided in FAR 52.219-9 and Request for Proposal (RFP) Section L, Attachment D.

**5.2.1 Subcontracting Goals (%)**

Parsons plans on providing significant subcontracting opportunities. Our subcontracting goals for Phase II, expressed as a percentage of planned total subcontracting dollars are presented in Table 5-1.

**Table 5-1. Subcontracting Goals in Percentages**

	Goals (%)*
	Phase II
a. Total percentage of work to be subcontracted	50
b. Large Business Concerns	70
c. Small Business Concerns	30
d. Veteran-Owned Small Business Concerns	3
e. Service-Disabled Veteran Owned Small Business (referenced in Section 5.12 Records)	3
f. HUBZone Small Business Concerns	3
g. Small Disadvantaged Business (SDB) Concerns	7
h. Woman-Owned Small Business (WOSB) Concerns	7
i. Historically Black Colleges or Universities (HBCU)/Minority Institutions (MI)	.5

\* All percentages listed in this Figure are based on percentage of total work to be subcontracted

Historically Black Colleges or Universities and Minority Institutions are included in the SB goals because there are opportunities for Technology Development under this subcontracting plan.

Our subcontracting goals with respect to SDB, HUBZone, Veteran-Owned SB, Service-Disabled Veteran Owned SB, WOSB, and HBCU/MI are presented in dollars in Table 5-2 for Phase II.

**Table 5-2. Subcontracting Goals in Dollars**

Phase II: Estimated Value \$328,394,112 including fee	Value
Total dollars to be subcontracted	\$164,222,617
Large Business Concerns	\$114,955,832
Small Business Concerns	\$49,266,785
Veteran-Owned Small Business Concerns	\$4,926,679
Service-Disabled Veteran Owned Small Business (referenced in Section 5.12 Records)	\$4,926,679
HUBZone Small Business Concerns	\$4,926,679
Small Disadvantaged Business Concerns	\$11,495,583
Woman-Owned Small Business Concerns	\$11,495,583
Historically Black Colleges or Universities/Minority Institutions	\$821,113

**5.3 Small Disadvantaged Business Participation Program Targets**

Parsons plans on providing significant opportunities to small disadvantaged business (SDB) in Phase II of the contract. The value of these opportunities will be significant during Phase II because of the volume of construction work to be subcontracted. Additionally, there are professional services opportunities as shown by our commitment to Parallax as a teaming subcontractor. Parallax will be providing Environmental, Safety, Health, and Quality (ESH&Q) support to Parsons during Phase II.

Listed below are our planned SDB participation targets for Phase II. This SDB subcontracting Plan provides our Phase II targets on a percentage and dollar basis as shown in Table 5-3, Table 5-4, and Table 5-5.

**Table 5-3. SDB Teaming Partner Goals for Professional Services**

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage of Total Subcontracted Dollars
54	Professional, scientific, and technical services (Parallax)	\$5,500,000	3.35%
	Subtotal	\$5,500,000	

**Table 5-4. SDB Goals for Construction**

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage of Total Subcontracted Dollars
23	Construction	\$5,995,583	3.65%
	Subtotal	\$5,995,583	

**Table 5-5. Combined SDB Goals**

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage of Total Subcontracted Dollars
54	Professional, scientific, and technical services	\$5,500,000	3.35%
23	Construction	\$5,995,583	3.65%
	Subtotal	\$11,495,583	7%

The percentages for SDB awards are shown as a percentage of dollars to be subcontracted. These are consistent with our Subcontracting Plan goals where we commit to subcontract 50% of the Phase II work. This SDB Plan provides 7% of total subcontracted work to SDB's for a total of 3.5% of the Contract value.

#### 5.4 Principal Types of Supplies and Services to be Subcontracted

Parsons plans upon providing significant subcontracting opportunities for small business concerns, these services would be predominantly in support of construction during Phase II. In the table below, we have identified the types of supplies and services to be subcontracted during both phases of the contract. For the most part, it is our plan to maximize firm fixed price (FFP) subcontracting outside of our teaming subcontractors. These subcontractors would be selected through a competitive procurement process using our Contractor Procurement System Review (CPSR) approved procurement system. The awardees of these subcontracts are therefore to be determined (TBD) and are noted below. Likewise, subcontract values are TBD.

With respect to teaming subcontractors, the RFP requires that they be fee-sharing partners. Therefore, they will have given cost plus fixed fee contracts in Phase I and a cost plus incentive fee (CPIF) contract in Phase II, if that remains as the Phase II contract type. The estimated value of these subcontracts is also TBD based on specific work under the contract. Types of services and subcontracts are listed in Table 5-6.

Table 5-6. Subcontracting Services

Products/Services	Subcontractor Name	Subcontract Type	Estimate Value
a. Large Business			
Technology Management	General Atomics	CPFF/CPIF	TBD
Commissioning Services	Duratek	CPFF/CPIF	TBD
Process Engineering	Kvaerner	CPFF/CPIF	TBD
b. Small Business			
ESH&Q Support	Parallax	CPFF/CPIF	TBD
Construction	TBD	FFP	TBD
Geotechnical	TBD	FFP	TBD
c. Veteran-Owned Small Business			
Geotechnical Services	TBD	FFP	TBD
Surveying	TBD	FFP	TBD
Business Management	TBD	FFP	TBD
d. Service-Disabled Veteran-Owned Small Business			
Construction	TBD	FFP	TBD
e. HUBZone Small Business			
Construction	TBD	FFP	TBD
Surveying	TBD	FFP	TBD
f. Small Disadvantaged Business			
ESH&Q Support	Parallax	CPFF/CPIF	TBD
Construction	TBD	FFP	TBD
g. Woman-Owned Small Business			
ESH&Q Support	Parallax	CPFF/CPIF	TBD
Construction	TBD	FFP	TBD
h. HBCU/MI			
Technology Development	TBD	CPFF	TBD

**5.5 Method Used to Develop Subcontracting Goals**

A preliminary work breakdown structure was developed for Phase II. This breakdown provided a "make or buy" analysis of the work to be subcontracted within the team, then external to the team. Since

Parsons has extensive experience in construction management, we were able to identify significant opportunities to be subcontracted.

Our proposed goals were therefore developed taking into account the work to be subcontracted and our knowledge of the local contractor community. This knowledge has been gained through 20 years of support to the Savannah River Site.

#### **5.6 Methods Used to Identify Potential Sources**

Parsons has been providing engineering and construction management support services to Savannah River Site. Likewise, our teaming partner Duratek has been operating the Barnwell facility for over 30 years. Together, we have developed a database of qualified, local, small business concerns. In addition to our existing sources lists, we plan on using the following sources for solicitation purposes to identify potential suppliers:

- ▶ National Directory of Minority-Owned Business Firms
- ▶ National Directory of Women-Owned Business Firms
- ▶ Regional Directories of Minority-Owned and Women-Owned Business Firms
- ▶ Directories of Veteran and Disabled Veteran Organizations
- ▶ SBA PRO-Net Data Base

#### **5.7 Use of Indirect Costs in Establishing Subcontracting Goals**

Indirect and overhead cost goals are not a part of this Subcontracting Plan.

#### **5.8 Plan Administrator**

The Corporate Small Business Liaison Officer, Gary Breslau, telephone number (626) 440-2440, will administer the subcontracting plan and is responsible for issuing appropriate instructions to personnel to assure compliance with FAR 52.219-9 and Company policies on utilization of Small, Small Disadvantaged, Veteran-Owned, Service Disabled Veteran Owned, Women-Owned and HUBZone business concerns. A description of his duties is as follows:

- ▶ Administering the Company Small, Small Disadvantaged, Veteran-Owned, Woman-owned and HUBZone Business Concerns Program in accordance with FAR, DEAR, P.L. and Company policies and procedures.
- ▶ Prepare and submit required summary subcontract report, Standard Form 295, to the Deputy Secretary of Energy.
- ▶ Conduct training for all personnel involved in the procurement function for development of new Small, Small Disadvantaged, Service Disabled and Veteran-Owned, Woman-owned and HUBZone business concerns.
- ▶ Review procurements over \$100,000 for compliance to FAR, DEAR, P.L. and Company policies and procedures on subcontracting to Small, Small Disadvantaged, Service Disabled and Veteran-Owned, Woman-owned and HUBZone business concerns.

- ▶ Attend local congressional, civic, conferences and trade associations for Small, Small Disadvantaged, Service Disabled and Veteran-Owned, Woman-owned and HUBZone business concerns, and act as a counselor to discuss subcontracting opportunities.

### 5.9 Description of Efforts

Parsons will make every possible effort, within contractual and monetary constraints, to assure that Small, Small Disadvantaged, Veteran-Owned, Small Disabled Veteran Owned, Woman-owned and HUBZone business concerns have equitable opportunity to compete for subcontracts. The company-wide policy and procedures outline in detail the responsibilities of management and procurement personnel.

- ▶ Parsons management will have periodic reviews of its performance towards meeting its goals. The Parsons Director of Contracts and Procurement will be assigned this responsibility to ensure its visibility.
- ▶ This activity will include periodic procurement reviews and reports to management. Division and region managers will be assigned the responsibility of reassessing performance within their operations and improving the performance.
- ▶ Appropriate Parsons' personnel will be trained in the application of company policies. This includes formal and informal training, which will be the responsibility of the Small Business Liaison Officer.
- ▶ Parsons will provide technical and administrative assistance to Small, Small Disadvantaged, Veteran-Owned; Small Disabled Veteran Owned, Woman-owned and HUBZone businesses prior to the solicitation phase, during the solicitation phase and during contract performance.
- ▶ Such technical assistance and administrative assistance is to include, but not be limited to:
  - A. Buyer interface to discuss specification and production requirements.
  - B. Cognizant engineer and/or component engineers to interface for specification clarification and requirements.
  - C. Vendor visits, as required, to discuss facility capabilities and recommend process improvements.
- ▶ Parsons will assure that a best effort will be made to use, whenever applicable or feasible, Historic Black Colleges or Universities (HBCUs) and Minority Institutions (MIs). This will be accomplished by considering whether subcontracts, which are contemplated, will involve research or studies of the type normally performed by higher educational institutions. These dollars will be included in the Small Disadvantaged Business Goals when reported on the SF294.
- ▶ Parsons will provide counseling assistance to the fullest extent possible to any Small Disadvantaged business concerns upon request, and consistent with good business practice. Such assistance will include, but not be limited to (i) progress payments, (ii) on-site technical assistance, (iii) quality assurance assistance, (iv) engineering assistance, and any other areas that may be deemed necessary.
- ▶ Where possible, and consistent with good business practice, Parsons will restrict competition of certain consumables such as computer peripherals (paper, tapes, diskettes, etc.) stationery supplies, and other miscellaneous computer components to Small Disadvantaged, Veteran-Owned, Service Disabled Veteran Owned, Woman-owned, and HUBZone business concerns.

- ▶ The Project Manager will be responsible for ensuring timely consideration of Small, Small Disadvantaged, Veteran-Owned, Service Disabled Veteran Owned, Woman-owned, and HUBZone business concerns in all make-or-buy decisions under the contract for which the manager is responsible, based upon the potential and capability of these concerns. This effort is detailed in Company policy.
- ▶ The Small Business Liaison Officer will participate in the entire procurement cycle and will cause the review of subcontracts over \$100,000.
- ▶ Parsons will be an active participant in symposiums and conferences, as well as meetings sponsored by federal agencies, local government agencies, and private groups. The Small Business Liaison Officer and/or Administrator will attend and contribute to the success of these conferences and act as a counselor on a continuous basis. In addition, Parsons will provide technical and administrative advice and encouragement to Small, Small Disadvantaged, Veteran-Owned, Service Disabled Veteran Owned, Woman-owned, and HUBZone companies with the objective of qualifying them for potential subcontracting. Parsons has and will use all systems and publications previously listed in identifying Small, Small Disadvantaged, Veteran-Owned, Woman-owned, and HUBZone business concerns for proposal activity.

#### 5.10 Clause Flowdown

Parsons will include a subcontracting clause entitled "Utilization of Small, Small Disadvantaged, Veteran-Owned, Woman-owned, and HUBZone Business Concerns" in accordance with FAR 52.219.8 and P.L. 105-135 in all subcontracts which offer further subcontracting opportunities, and will require all subcontractors (except Small Business Concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 if construction) to adopt a plan as outlined above in accordance with FAR 52.219.9.

The Small Business Liaison Officer will review all potential subcontracts in excess of \$500,000 (\$1,000,000 if construction) to assure that a subcontracting plan is prepared in consonance with its own plan under the prime contract. He is also responsible for monitoring compliance to this subcontracting plan.

#### 5.11 Reports and Cooperation in Studies and Surveys

Parsons will cooperate in any studies or surveys and submit such periodic reports as may be required by the Federal Agency or the Small Business Administration in order to determine the extent of compliance with the subcontracting plan. Parsons agrees to submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and Standard Form (SF) 295, Summary Subcontract Report, in accordance with the instructions on the forms. In addition, Parsons will assure that its subcontractors agree to submit Standard Forms 294 and 295 when required.

#### 5.12 Records

Records will be maintained and updated quarterly, or as required, to demonstrate the compliance to this plan and to show the total dollar subcontract commitments and the percentage committed to Small, Small Disadvantaged, Veteran-Owned, Service Disabled Veteran Owned, Woman-owned, and HUBZone business concerns. The Subcontracting Report for Individual Contracts, Standard Form 294, as well as Standard Form 295, will be utilized for this purpose when required. A listing of the records we will maintain are presented below.

- (i) Source lists of Small, Small Disadvantaged, Veteran-Owned, Woman-owned, Service Disabled, Veteran Owned, and HUBZone business concerns will be on file and be maintained and updated to identify new sources. The current source lists are available at all times to all purchasing personnel.
- (ii) Organizations to be contacted as needed to obtain Small, Small Disadvantaged, Veteran-Owned, Service Disabled Veteran Owned, Woman-owned, and HUBZone business concerns are:
  - (a) DCMAO
  - (b) Small Business Administration
  - (c) Black Businessmen's Association
  - (d) Asian Businessmen's Association
  - (e) Latin Manufacturer's Association
  - (f) Regional Purchasing Associations
  - (g) National Association for Equal Opportunity in Higher Education
  - (h) NMSDC (National Minority Supplier Development Council)
  - (i) USHCC (U.S. Hispanic Chamber of Commerce)
  - (j) Service Organizations
- (iii) On a contract-by-contract basis, records will be maintained on all subcontract solicitations over \$100,000 indicating (a) whether Small Business was solicited, and if not, why not; (b) whether veteran-owned small business concerns were solicited and, if not, why not; (c) whether service-disabled veteran-owned small business concerns were solicited and, if not, why not; (d) whether HUBZone Small Business was solicited, and if not, why not; (e) Small Disadvantaged Business was solicited, and if not, why not; (f) whether Woman-owned Small Business was solicited, and if not, why not; and (g) reasons for the failure of responding Small Businesses to receive the subcontract award.
- (iv) Records will be maintained on outreach efforts as follows:
  - (a) Contacts with Disadvantaged and Small Business trade associations.
  - (b) Contacts with business development organizations.
  - (c) Attendance at Small and Disadvantaged business procurement conferences and trade fairs.
  - (d) Veterans and disabled veterans service organizations
- (v) Records will be maintained on internal guidance and encouragement provided to buyers as follows:
  - (a) Workshops, seminars, training, etc.
  - (b) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) Records will be maintained on a contract-by-contract basis to support award claim data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor.

Signed: *Gary M. Breslau*

Name: Gary M. Breslau

Title: Manager of Procurement and SBLO

Date: November 3, 2003

PLAN ACCEPTED BY:

Signed: *Charlene Smith*

Typed Name: **Charlene Smith**  
**Contracting Officer**

Date: *1/30/04*

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.  
A015

3. EFFECTIVE DATE  
See Block 16C

4. REQUISITION/PURCHASE REQUEST NO.  
09-04SR22210.004 & 005

5. PROJECT NO. (IF APPLICABLE)

6. ISSUED BY  
U. S. Department of Energy  
Savannah River Operations Office  
Office of Contracts Management  
P.O. Box A  
Aiken, SC 29802

7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)

Parsons Infrastructure & Technology Group, Inc.  
139 Darlington Drive  
Aiken, SC 29803

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
DE-AC09-02SR22210

10B. DATED (SEE ITEM 13)  
09/17/02

CODE 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 ACKNOWLEDGEMENT 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)

See Block 14

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

<input 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 the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: Clause I.85 - FAR 52.243-2 - Changes-Cost Reimbursement-Alternate III
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign 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)

This modification is issued to increase the estimated cost and fee of the contract by \$6,710,747 for Phase IIA contract tasks and activities.

(Continued on Page 2 hereof)

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) Charles H. Terhune, III Senior Vice President & Project Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charlene Smith Contracting Officer
15B. CONTRACTOR OFFICER 	16B. UNITED STATES OF AMERICA 
15C. DATE SIGNED 4/15/04	16C. DATE SIGNED 4/15/04

14. Description of Amendment/Modification (Continued)

a. The Contractor shall perform Phase IIA contract tasks and activities in accordance with the attached Scope of Work entitled "Salt Waste Processing Facility (SWPF) Enhanced Conceptual Design and Transition to Phase II".

b. The estimated cost and total fixed fee for Phase IIA are set forth below:

Estimated Cost	\$6,273,269
Total Fixed Fee	<u>\$ 437,478</u>
Estimated Cost and Fixed Fee	\$6,710,747

c. In accordance with the clause entitled FAR 52.232-22 LIMITATION OF FUNDS (APR 1984), the amount presently obligated by the Government with respect to this contract is increased from \$13,395,205 to \$18,816,396, an increase of \$5,421,191.

Accounting and Appropriation Data

<u>Approp. Symbol</u>	<u>B&amp;R No.</u>	<u>Dollar Amount</u>
89X0251.91	39EY35480	\$2,421,191
89X0251.91	EY3548140	<u>\$3,000,000</u>
		\$5,421,191

d. All other terms and conditions of the contract remain unchanged.

**Scope of Work**  
**Salt Waste Processing Facility (SWPF)**  
**Enhanced Conceptual Design and Transition to Phase II**

Priority 1 – Incorporation of Post-Phase IB Optimizations into Conceptual Design

1. Complete Conceptual Design for SWPF Option 1 and Option 3 to include filter optimization and lowering the Solvent Extraction Cell. Conceptual Design includes revising and modifying:
  - Process Flow Diagrams
  - Mass Balance Model
  - General Arrangements
  - Piping and Instrumentation Diagrams
  - Design Control Documents
  - Process Building Structural Enhancements
  - Support Facilities (i.e., Chiller And Compressor Building) Optimization
  - Initiate NESHAPS Permitting Activities
  - Cad System Specification and Initiation of Design Model
  - Additional studies will be conducted in order to optimize the facility.
2. Develop a new Project Cost Estimate and Schedule for Options 1 and 3 enhanced SWPF.
3. Revise the Preliminary Hazards Analysis to incorporate Options 1 and 3. Review the requirements for emergency power based on design and safety reviews.
4. Review Shielding Requirements based on Options 1 and 3.
5. Complete development and conceptual design activities to optimize project interfaces in accordance with current and developing Interface Control Document agreements.

Priority 2 – Information Needed in Preparation for Phase II Work

1. Perform geotechnical and survey work to support the structural design for the SWPF.
2. Establish procurement systems including:
  - Material Control System
  - Supplier and subcontractor surveys
  - Procurement plan

Level of Effort – Updates of Project Documentation

1. Complete development of the Project Controls System Description.
2. Enhance Earned Value Management System to further define the work breakdown structure, project cost, and project schedule.
3. Revise the Interface Management Plan, Procurement Plan, Risk Management Plan, Functional Specification, Feed Strategy, Operation Requirements Document, Basis of Design, Integrated Safety Management System, Environmental Plan, Standards/Requirements Identification Document, Facility Security Plan, Operations Assessment and Tank Utilization Model, and Quality Assurance Plan.
4. Review Testing requirements and schedule to include revising the Engineering Development and Demonstration Plan.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: \_\_\_\_\_

2. AMENDMENT/MODIFICATION NO: M016

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQUEST NO: N/A

5. PROJECT NO. (IF APPLICABLE): \_\_\_\_\_

6. ISSUED BY: U. S. Department of Energy, Savannah River Operations Office, Office of Contracts Management, P.O. Box A, Aiken, SC 29802

7. ADMINISTERED BY (IF OTHER THAN ITEM 6): CODH

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state, ZIP Code): Parsons Infrastructure & Technology Group, Inc., 139 Darlington Drive, Aiken, SC 29803

9A. AMENDMENT OF SOLICITATION NO: \_\_\_\_\_

9B. DATED (SEE ITEM 11): \_\_\_\_\_

10A. MODIFICATION OF CONTRACT/ORDER NO: DE-AC09-02SR22210

10B. DATED (SEE ITEM 13): 09/17/02

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.

(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 ACKNOWLEDGEMENT 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 ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS.

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 the 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 THE AUTHORITY OF \_\_\_\_\_

D OTHER (Specify type of modification and authority)  Paragraph H.3 of the contract entitled "Key Personnel"

E. IMPORTANT: Contractor  is not,  is required to sign and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by ECF section headings, including solicitation contract subject matter where feasible)

a. Section J, Attachment F, Key Personnel, is deleted in its entirety and is replaced by the Key Personnel List attached hereto.

b. All other terms and conditions of the contract remain unchanged.

15A. NAME AND TITLE OF SIGNER (Type or print): \_\_\_\_\_

15B. CONTRACTOR OFFEROR: \_\_\_\_\_

15C. DATE SIGNED: \_\_\_\_\_

15D. UNITED STATES OF AMERICA

15E. TITLE OF CONTRACTING OFFICER: \_\_\_\_\_

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): \_\_\_\_\_

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED: 9/21/04

STANDARD FORM 38 (REV. 4-81)

Printed by GSA, FAR (48 CFR) 53.211

Contract No. DE-AC09-02SR22210  
Modification No. M016

**SECTION J – LIST OF ATTACHMENTS**  
**ATTACHMENT F – KEY PERSONNEL**

Name	Position
Charles H. Terhune III	Project Manager
Stephen Duce	ESH&Q Manager
Andrea Georgopoulos	Project Controls
Dan Jensen	Technology Manager
Phil Dovaston	Processing Engineering
Satish Amin	Engineering & Design Manager
Edward Sparks	Construction Manager
Robert Anderson	Commissioning Manager
John Kasper	EPC Manager
Douglas Madrigal	Principal Contracts Administrator

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO. **A017**  
3. EFFECTIVE DATE **See Block 16C**  
4. REQUISITION/PURCHASE REQUEST NO. **09-04SR22210.006**  
5. PROJECT NO. (IF APPLICABLE)

6. ISSUED BY CODE  
**U. S. Department of Energy  
Savannah River Operations Office  
Office of Contracts Management  
P.O. Box A  
Aiken, SC 29802**  
7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)  
**Parsons Infrastructure & Technology Group, Inc.  
139 Darlington Drive  
Aiken, SC 29803**  
9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AC09-02SR22210**  
10B. DATED (SEE ITEM 13) **09/17/02**  
CODE 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 ACKNOWLEDGEMENT 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)  
**See Block 14**

**13. THIS ITEM ONLY APPLIES 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 the 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 THE AUTHORITY OF:  
D. OTHER (Specify type of modification and authority)  
**X Clause B.2(b) of the Contract**

E. IMPORTANT: Contractor  is not  is required to sign and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation contract subject matter where feasible)

**This modification is issued to increase funding currently obligated to the contract.**

(Continued on Page 2 hereof)

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)  
15b. CONTRACTOR/OFFEROR  
15C. DATE SIGNED  
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
**Charlene Smith, Contracting Officer**  
16B. UNITED STATES OF AMERICA  
*Charlene Smith*  
16C. DATE SIGNED  
**6/29/04**

14. Description of Amendment/Modification (Continued)

- a. In accordance with the clause entitled FAR 52.232-22 LIMITATION OF FUNDS (APR 1984), the amount presently obligated by the Government with respect to this contract is increased from \$18,816,396 to \$50,677,152, an increase of \$31,860,756.

Accounting and Appropriation Data

<u>Approp. Symbol</u>	<u>B&amp;R No.</u>	<u>Dollar Amount</u>
89X0251.91	39EY35480	\$31,860,756

- b. All other terms and conditions of the contract remain unchanged.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.  
A018

3. EFFECTIVE DATE  
See Block 16C

4. REQUISITION/PURCHASE REQUEST NO.  
09-04SR22210.007

5. PROJECT NO. (IF APPLICABLE)

6. ISSUED BY CODE

U. S. Department of Energy  
Savannah River Operations Office  
Office of Contracts Management  
P.O. Box A  
Aiken, SC 29802

7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state, ZIP Code)

Parsons Infrastructure & Technology Group, Inc.  
1080 Silver Bluff Road  
Aiken, SC 29803

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
DE-AC09-02SR22210

10B. DATED (SEE ITEM 13)  
09/17/02

CODE

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 ACKNOWLEDGEMENT 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)

See Block 14

13. THIS ITEM ONLY APPLIES 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 the 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 THE AUTHORITY OF \_\_\_\_\_
- D OTHER (Specify type of modification and authority)  
Clause B.2(b) of the Contract

E. IMPORTANT: Contractor  is not  is required to sign and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation contract subject matter where feasible)

This modification is issued to increase funding currently obligated to the contract and to update the Key Personnel List.

(Continued on Page 2 hereof)

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)	
		Charlene Smith, Contracting Officer	
15b. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
			9/13/04
<small>(SIGNATURE OF PERSON AUTHORIZED TO SIGN)</small>		<small>(SIGNATURE OF CONTRACTING OFFICER)</small>	

14. Description of Amendment/Modification (Continued)

- a. In accordance with the clause entitled FAR 52.232-22 LIMITATION OF FUNDS (APR 1984), the amount presently obligated by the Government with respect to this contract is increased from \$50,677,152 to \$66,890,546, an increase of \$16,213,394.

Accounting and Appropriation Data

<u>Approp. Symbol</u>	<u>B&amp;R No.</u>	<u>Dollar Amount</u>
89X0251.91	39EY35480	\$16,213,394

- b. Reference Section J, Attachment F – Key Personnel. Andrea Georgopoulos Bach is replaced by David Rihel as the Project Controls Manager.
- c. All other terms and conditions of the contract remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: 1  
 2. AMENDMENT/MODIFICATION NO: M019  
 3. EFFECTIVE DATE: See Block 16C  
 4. REQUISITION/PURCHASE REQUEST NO: N/A  
 5. PROJECT NO. (IF APPLICABLE): 8  
 6. ISSUED BY: U.S. Department of Energy  
 Savannah River Operations Office  
 Office of Contract Management  
 P.O. Box A  
 Aiken, SC 29802  
 7. ADMINISTERED BY (IF OTHER THAN ITEM 6):  
 8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state, ZIP Code):  
 Parsons Infrastructure & Technology Group, Inc.  
 1080 Silver Bluff Road  
 Aiken, SC 29803

CODE	FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO.	10B. DATED (SEE ITEM 13)
X		DE-AC09-02SR22210	09/17/02
		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)

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 ACKNOWLEDGEMENT 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 ONLY APPLIES 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 the 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 THE AUTHORITY OF:

D. OTHER (Specify type of modification and authority) X  
 Clause 1.85 - FAR 52.243-2 - Changes-Cost Reimbursement-Alternate III

E. IMPORTANT: Contractor  is not  is required to sign and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by L/C: section headings, including solicitation contract subject matter where feasible)

The purpose of this modification is to: (1) update DEAR 970.5215-3, Conditional Payment of Fee, Profit, or Incentives; (2) delete FAR 52.215-17, Waiver of Facilities Capital Cost of Money; (3) incorporate FAR 52.215-16, Facilities Capital Cost of Money; and (4) revise FAR 52.244-2, Subcontracts.

(Continued on Page 2 hereof)

15A. NAME AND TITLE OF SIGNER (Type or print)  
 15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15A. NAME AND TITLE OF SIGNER (Type or print) Chuck Terhune, Senior Vice President	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charlene Smith, Contracting Officer
15C. DATE SIGNED 10/15/04	15B. DATE SIGNED 10/18/04

14. Description of Amendment/Modification (Continued)

A. Section B, page B-4, paragraph B.7 entitled "DEAR 970.5215-3 – CONDITIONAL PAYMENT OF FEE, PROFIT, OR INCENTIVES (DEC 2000), is deleted in its entirety and is replaced by the clause set forth below:

**970.5215-3 CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES — FACILITY MANAGEMENT CONTRACTS (JAN 2004)**

(a) General. (1) The payment of earned fee, fixed fee, profit, or share of cost savings under this contract is dependent upon:

(i) The contractor's or contractor employees' compliance with the terms and conditions of this contract relating to environment, safety and health (ES&H), which includes worker safety and health (WS&H), including performance under an approved Integrated Safety Management System (ISMS); and

(ii) The contractor's or contractor employees' compliance with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information.

(2) The ES&H performance requirements of this contract are set forth in its ES&H terms and conditions, including the DOE approved contractor ISMS or similar document. Financial incentives for timely mission accomplishment or cost effectiveness shall never compromise or impede full and effective implementation of the ISMS and full ES&H compliance.

(3) The performance requirements of this contract relating to the safeguarding of Restricted Data and other classified information are set forth in the clauses of this contract entitled, "Security" and "Laws, Regulations, and DOE Directives," as well as in other terms and conditions.

(4) If the contractor does not meet the performance requirements of this contract relating to ES&H or to the safeguarding of Restricted Data and other classified information during any performance evaluation period established under the contract pursuant to the clause of this contract entitled, "Total Available Fee: Base Fee Amount and Performance Fee Amount," otherwise earned fee, fixed fee, profit or share of cost savings may be unilaterally reduced by the contracting officer.

(b) Reduction Amount. (1) The amount of earned fee, fixed fee, profit, or share of cost savings that may be unilaterally reduced will be determined by the severity of the performance failure pursuant to the degrees specified in paragraphs (c) and (d) of this clause.

(2) If a reduction of earned fee, fixed fee, profit, or share of cost savings is warranted, unless mitigating factors apply, such reduction shall not be less than 26% nor greater than 100% of the amount of earned fee, fixed fee, profit, or the contractor's share of cost savings for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure.

(3) In determining the amount of the reduction and the applicability of mitigating factors, the contracting officer must consider the contractor's overall performance in meeting the ES&H or security requirements of the contract. Such consideration must include performance against any site specific performance criteria/requirements that provide additional definition, guidance for the amount of reduction, or guidance for the applicability of mitigating factors. In all cases, the contracting officer must consider mitigating factors that may warrant a reduction below the applicable range (see 48 CFR 970.1504-1-2). The mitigating factors include, but are not limited to, the following ((v), (vi), (vii) and (viii) apply to ES&H only).

- (i) Degree of control the contractor had over the event or incident.
  - (ii) Efforts the contractor had made to anticipate and mitigate the possibility of the event in advance.
  - (iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.
  - (iv) General status (trend and absolute performance) of: ES&H and compliance in related areas; or of safeguarding Restricted Data and other classified information and compliance in related areas.
  - (v) Contractor demonstration to the contracting officer's satisfaction that the principles of industrial ES&H standards are routinely practiced (e.g., Voluntary Protection Program, ISO 14000).
  - (vi) Event caused by "Good Samaritan" act by the contractor (e.g., offsite emergency response).
  - (vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain ES&H performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, ES&H programs).
  - (viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in ES&H by use of lessons-learned and best practices inter- and intra-DOE sites.
- (4)(i) The amount of fee, fixed fee, profit, or share of cost savings that is otherwise earned by a contractor during an evaluation period may be reduced in accordance with this clause if it is determined that a performance failure warranting a reduction under this clause occurs within the evaluation period.
- (ii) The amount of reduction under this clause, in combination with any reduction made under any other clause in the contract, shall not exceed the amount of fee, fixed fee, profit, or the contractor's share of cost savings that is otherwise earned during the evaluation period.
  - (iii) For the purposes of this clause, earned fee, fixed fee, profit, or share of cost savings for the evaluation period shall mean the amount determined by the contracting officer or fee determination official as otherwise payable based on the contractor's performance during the evaluation period. Where the contract provides for financial incentives that extend beyond a single evaluation period, this amount shall also include: any provisional amounts determined otherwise payable in the evaluation period; and, if provisional payments are not provided for, the allocable amount of any incentive determined otherwise payable at the conclusion of a subsequent evaluation period. The allocable amount shall be the total amount of the earned incentive divided by the number of evaluation periods over which it was earned.
  - (iv) The Government will effect the reduction as soon as practicable after the end of the evaluation period in which the performance failure occurs. If the Government is not aware of the failure, it will effect the reduction as soon as practical after becoming aware. For any portion of the reduction requiring an allocation the Government will effect the reduction at the end of the evaluation period in which it determines the total amount earned under the incentive. If at any time a reduction causes the sum of the payments the contractor has received for fee, fixed fee, profit, or share of cost savings to exceed the sum of fee, fixed fee, profit, or share of cost savings the contractor has earned (provisionally or otherwise), the contractor shall immediately return the excess to the Government. (What the contractor "has earned" reflects any reduction made under this or any other clause of the contract.)

(v) At the end of the contract:

(A) The Government will pay the contractor the amount by which the sum of fee, fixed fee, profit, or share of cost savings the contractor has earned exceeds the sum of the payments the contractor has received; or

(B) The contractor shall return to the Government the amount by which the sum of the payments the contractor has received exceeds the sum of fee, fixed fee, profit, or share of cost savings the contractor has earned. (What the contractor "has earned" reflects any reduction made under this or any other clause of the contract.)

(c) Environment, Safety and Health (ES&H). Performance failures occur if the contractor does not comply with the contract's ES&H terms and conditions, including the DOE approved contractor ISMS. The degrees of performance failure under which reductions of earned or fixed fee, profit, or share of cost savings will be determined are:

(1) First Degree: Performance failures that are most adverse to ES&H. Failure to develop and obtain required DOE approval of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the contractor's ISMS. The following performance failures or performance failures of similar import will be considered first degree.

(i) Type A accident (defined in DOE Order 225.1A).

(ii) Two Second Degree performance failures during an evaluation period.

(2) Second Degree: Performance failures that are significantly adverse to ES&H. They include failures to comply with an approved ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor practical long-term health consequences. They also include breakdowns of the Safety Management System. The following performance failures or performance failures of similar import will be considered second degree:

(i) Type B accident (defined in DOE Order 225.1A).

(ii) Non-compliance with an approved ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.

(iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the contract.

(3) Third Degree: Performance failures that reflect a lack of focus on improving ES&H. They include failures to comply with an approved ISMS that result in potential breakdown of the System. The following performance failures or performance failures of similar import will be considered third degree:

(i) Failure to implement effective corrective actions to address deficiencies/non-compliances documented through: external (e.g., Federal) oversight and/or reported per DOE Order 232.1A requirements; or internal oversight of DOE Order 440.1A requirements.

(ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant programmatic breakdown.

(iii) Non-compliances that either have, or may have, significant negative impacts to the worker, the public, or the environment or that indicate a significant programmatic breakdown.

(iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the contract.

(d) **Safeguarding Restricted Data and Other Classified Information.** Performance failures occur if the contractor does not comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failure under which reductions of fee, profit, or share of cost savings will be determined are as follows:

(1) **First Degree:** Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(2) **Second Degree:** Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (d)(1)(iii) of this clause).

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other classified information classified as Secret.

(3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.

(ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.

(iii) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the contractor's Safeguards and Security Plan or other security plan, as applicable.

(iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.

*(End of Clause)*

**B. Section I, Contract Clauses, page I-1: Clause No. I.16, FAR 52.215-17 – Waiver of Facilities Capital Cost of Money (Oct 1997), is deleted in its entirety and is replaced by FAR 52.215-16, Facilities Capital Cost of Money (Jun 2003), set forth below:**

**52.215-16 FACILITIES CAPITAL COST OF MONEY (JUNE 2003)**

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10 (b) are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

*(End of Clause)*

**C. Section I, Contract Clauses, page I-3: Clause No. I.88, FAR 52.244-2 – Subcontracts (Aug 1998), is deleted in its entirety and is replaced by FAR 52.244-2 – Subcontracts – Alternate II (Aug 1998), set forth below:**

**52.244-2 SUBCONTRACTS ALTERNATE II (AUG 1998)**

(a) Definitions. As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

NONE

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(f)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-

price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4 (c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3 .

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations

\_\_\_\_\_  
NONE  
\_\_\_\_\_  
\_\_\_\_\_

*(End of Clause)*

D. All other terms and conditions of the contract remain unchanged.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE:   
 2. AMENDMENT/MODIFICATION NO. M020   
 3. EFFECTIVE DATE: See Block 16C   
 4. REQUESTION/PURCHASE REQ. NO. N/A   
 5. PROJECT NO. (if applicable): 1   
 6. ISSUED BY: U.S. Department of Energy   
 CODE: Savannah River Operations Office   
 P.O. Box A   
 Aiken, SC 29802

7. ADMINISTERED BY (if other than item 6):   
 CODE:   
 8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State, and ZIP Code):   
 Parsons Infrastructure and Technology Group, Inc.   
 1080 Silver Bluff Road   
 Aiken, SC 29803

9A. AMENDMENT OF SOLICITATION NO.   
 9B. DATED (See item 11):   
 9C. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-02SR22210   
 10B. DATED (See item 13): 9/17/02   
 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) N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.   
 IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.   
 ORDER NO. IN ITEM 10A   
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT   
 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)   
 X   
 Clause 1.85 - FAR 52.243-2 - Changes-Cost Reimbursement-Alternate III and Paragraph H.3 entitled "Key Personnel"

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 0 copies to the issuing office.   
 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)   
 A. Reference Section J, Attachment F - Key Personnel. Mr. Robert Anderson is replaced by Mr. Alois (Skip) Singer as Commissioning Manager. An updated Key Personnel List is attached hereto.   
 B. The Office of Federal Procurement Policy (OFPP) issued a memorandum dated October 18, 2004, regarding the implementation of the new electronic Subcontracting Reporting System (eSRS). OFPP has extended the submission of all FY 2004 Standard Forms 294 and 295 until February 28, 2005, when the eSRS will be operational. A copy of the memorandum is attached hereto.   
 C. All other terms and conditions of the contract remain unchanged.   
 15A. NAME AND TITLE OF SIGNER (Type or print)   
 15B. CONTRACTOR/OFFEROR   
 15C. DATE SIGNED   
 15D. UNITED STATES OF AMERICA   
 15E. SIGNATURE OF PERSON AUTHORIZED TO SIGN   
 15F. DATE SIGNED   
 15G. UNITED STATES OF AMERICA   
 15H. SIGNATURE OF CONTRACTING OFFICER (Type or print)   
 15I. DATE SIGNED   
 11/18/04

STANDARD FORM 30# REV. 10-3)   
 Prescribed by GSA   
 FAR (48 CFR) 53.243   
 30-105   
 PREVIOUS EDITION UNUSABLE   
 NSN 7540-01-152-6070

SECTION J – LIST OF ATTACHMENTS  
ATTACHMENT F – KEY PERSONNEL

Name	Position
Charles H. Terhune III	Project Manager
Stephen Duce	ESH&Q Manager
David Rihel	Project Controls
Dan Jensen	Technology Manager
Phil Dovaston	Processing Engineering
Satish Amin	Engineering & Design Manager
Edward Sparks	Construction Manager
Alois (Skip) Singer	Commissioning Manager
John Kasper	EPC Manager
Douglas Madrigal	Principal Contracts Administrator

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES 1   2
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2. AMENDMENT/MODIFICATION NO. <b>A021</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>09-05SR22210.001</b>	5. PROJECT NO. (If applicable)
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6. ISSUED BY <b>U. S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802</b>	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) <b>Parsons Infrastructure and Technology Group, Inc. 1080 Silver Bluff Road Aiken, SC 29803</b>	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (See Item 11)
	X 10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC09-02SR22210</b>
	10B. DATED (See Item 13) <b>9/17/02</b>

CODE	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
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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)  
**See Block 14**

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

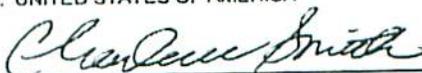
(T)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET 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)
X	<b>Clause B.2(b) of the Contract</b>

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.)

**This modification is issued to increase funding currently obligated to the contract.**

**(Continued on Page 2 hereof)**

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) <b>Charlene Smith, Contracting Officer</b>
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED <b>11/21/05</b>

14. Description of Amendment/Modification (Continued)

- a. In accordance with the clause entitled FAR 52.232-22 LIMITATION OF FUNDS (APR 1984), the amount presently obligated by the Government with respect to this contract is increased from \$66,890,546 to \$67,890,546, an increase of \$1,000,000.

Accounting and Appropriation Data

<u>Approp. Symbol</u>	<u>B&amp;R No.</u>	<u>Dollar Amount</u>
89X0251.91	EY3548140	\$1,000,000

- b. All other terms and conditions of the contract remain unchanged.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
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2. AMENDMENT/MODIFICATION NO. <b>M022</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>N/A</b>	5. PROJECT NO. (If applicable)
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6. ISSUED BY <b>U. S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802</b>	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  <b>Parsons Infrastructure and Technology Group, Inc. 1080 Silver Bluff Road Aiken, SC 29803</b>	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (See Item 11)
	X 10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC09-02SR22210</b>

10B. DATED (See Item 13) <b>9/17/02</b>
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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)  
**N/A**

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

(I)	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:
X	D. OTHER (Specify type of modification and authority) <b>Clause I.85 - FAR 52.243-2 - Changes-Cost Reimbursement-Alternate III"</b>

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.)  
A. The following items are deleted from Table C.5-1.1, Deliverables:  
(1) Item No. 7.4, Notice of Construction  
(2) Item No. 7.5, Prevention of Significant Deterioration Permit Application  
B. Reference PART I - THE SCHEDULE - SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT. Standards 7(g)(2) and (3) of Section C.6 are deleted in their entirety.  
C. All other terms and conditions of the contract remain unchanged.  
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) <b>Charlene Smith, Contracting Officer</b>
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED <b>3/17/05</b>
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
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2. AMENDMENT/MODIFICATION NO. <b>M023</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>09-05SR22210.002</b>	5. PROJECT NO. (If applicable)
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6. ISSUED BY <b>U. S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802</b>	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) <b>Parsons Infrastructure and Technology Group, Inc. 1080 Silver Bluff Road Aiken, SC 29803</b>	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (See Item 11)

CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC09-02SR22210</b>
FACILITY CODE	10B. DATED (See Item 13) <b>9/17/02</b>

**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)  
**See Block 14**

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

(1)	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>X</b>	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)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

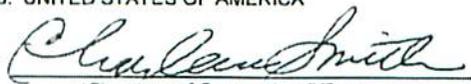
**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

**A. This modification is issued to change B&R codes as shown below:**

- (1) 89X0251.91 EY3548140 (\$1,000,000)
- (2) 89X0251.91 EY1348010 \$1,000,000

**B. All other terms and conditions of the contract remain unchanged.**

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) <b>Charlene Smith, Contracting Officer</b>
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED <b>3/30/05</b>

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
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2. AMENDMENT/MODIFICATION NO. M024	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
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6. ISSUED BY U. S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  Parsons Infrastructure and Technology Group, Inc. 1080 Silver Bluff Road Aiken, SC 29803	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (See Item 11)
	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-02SR22210
	10B. DATED (See Item 13) 9/17/02

CODE	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)  
N/A

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).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause I.85 - FAR 52.243-2 - Changes-Cost Reimbursement-Alternate III
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.)

A. This modification is issued to incorporate the attached list of Government-Furnished Property and Vehicles.

B. All other terms and conditions of the contract remain unchanged.

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) Charles H. Terhune, III Senior Vice President and Project Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charlene Smith Contracting Officer
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 8/14/05
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
	16C. DATE SIGNED 8/8/05

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT J

GOVERNMENT-FURNISHED PROPERTY

<u>Purchase Order</u>	<u>Value</u>	<u>Supplier Name</u>	<u>Item Description</u>	<u>Make</u>	<u>Model</u>	<u>Serial Number</u>	<u>I. D. Number</u>	<u>Comments</u>	<u>Location</u>
N/A			Computer	Pi Omega	N/A	P208104-3	ADPE 1599		Parsons Silver Bluff Off.
N/A			Monitor	View Sonic	17GA	JD73566584		w/ADPE 1599	Parsons Silver Bluff Off.
N/A			Mouse	Microsoft	Intellimouse	3862A201		w/ADPE 1599	Parsons Silver Bluff Off.
N/A			Keyboard	MMB	RT2258TW	41801800		w/ADPE 1599	Parsons Silver Bluff Off.
N/A			Computer	Pi Omega	N/A	P208721	ADPE 1688		Parsons Silver Bluff Off.
N/A			Monitor	View Sonic	17GA	JD73162669		w/ADPE 1688	Parsons Silver Bluff Off.
N/A			Mouse	Microsoft	Intellimouse	3882A611		w/ADPE 1688	Parsons Silver Bluff Off.
N/A			Keyboard	MMB	RT2258TW	41801627		w/ADPE 1688	Parsons Silver Bluff Off.
501	\$1,345.00	Igrafx	Software						Parsons Silver Bluff Off.

GOVERNMENT-FURNISHED VEHICLES

<u>Model</u>	<u>Year</u>	<u>Color</u>	<u>Mileage (starting)</u>	<u>Serial or VIN #</u>	<u>License Plate (I.D.)</u>	<u>Monthly Rate</u>	<u>Date of Assignment</u>	<u>Location</u>
Stratus SE	2004	Blue	14,940	1B3EL36T24N134891	G12-51720	\$172.00	4/12/05	Parsons Silver Bluff/Centennial Off.
C3500	2000	Tan	26,865	1GCGC33R2YF495618	G43-09907	\$258.00	4/12/05	Parsons Silver Bluff/Centennial Off.
Express G3500	2002	White	16,561	1GAHG39R821207968	G43-21989	\$260.00	5/6/05	Parsons Silver Bluff/Centennial Off.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
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2. AMENDMENT/MODIFICATION NO. <b>A025</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>09-05SR22210.002 and 003</b>	5. PROJECT NO. (If applicable)
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6. ISSUED BY U. S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  Parsons Infrastructure and Technology Group, Inc. 1080 Silver Bluff Road Aiken, SC 29803		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (See Item 11)
	<b>X</b>	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC09-02SR22210</b> 10B. DATED (See Item 13) <b>9/17/02</b>
CODE	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)  
**See Block 14**

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

(1)	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:
<b>X</b>	D. OTHER (Specify type of modification and authority) <b>Clause B.2(b) of the Contract</b>
	E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

**This modification is issued to increase funding currently obligated to the contract.**

**(Continued on Page 2 hereof)**

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) <b>Charlene Smith, Contracting Officer</b>
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer) <b>9/26/05</b>

14. Description of Amendment/Modification (Continued)

- a. In accordance with the clause entitled FAR 52.232-22 LIMITATION OF FUNDS (APR 1984), the amount presently obligated by the Government with respect to this contract is increased from \$67,890,546 to \$115,626,122, an increase of \$47,735,576.

Accounting and Appropriation Data

<u>Approp. Symbol</u>	<u>B&amp;R No.</u>	<u>Type</u>	<u>Amount</u>
89X0251.91	39EY13480	PRN04D41400-PED/SWPF	\$22,943,576
89X0251.91	39EY13480	PRN05D40500-TEC/SWPF	<u>\$24,792,000</u>
		TOTAL	\$47,735,576

- b. All other terms and conditions of the contract remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE 1 OF 6 PAGES
2. AMENDMENT/MODIFICATION NO. M026	3. EFFECTIVE DATE November 22, 2005	1. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY U. S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802		7. ADMINISTERED BY (if other than item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Parsons Infrastructure and Technology Group, Inc. 1080 Silver Bluff Road Aiken, SC 29803		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (See Item 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-02SR22210	
		10B. DATED (See Item 13) 9/17/02	
CODE	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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) N/A			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
(f)	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:		
X	D. OTHER (Specify type of modification and authority) Clause I.85 - Changes-Cost Reimbursement-Alternate III		
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> 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.)			
a. Modification M026 is issued as an undefinitized modification to Contract No. DE-AC09-02SR22210.			
b. Parsons shall stop work on the current Performance Category 2 (PC-2) final design (excluding the current technology development testing efforts), and immediately begin preparation of an Enhanced Preliminary Design (EPD) in which both the Central Processing Area (CPA) primary confinement systems and the CPA structures are designed to meet PC-3 requirements. The maximum ceiling price for the EPD is \$32,880,220 and the maximum ceiling price for the final design, construction, and commissioning is \$607,575,399.			
c. All other terms and conditions of the contract remain unchanged.			
(See pages 2-6 for the special provisions of this undefinitized modification and the EPD Statement of Work.) Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print) Charles H. Terhune, III Senior Vice President & Project Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charlene Smith, Contracting Officer	
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 12/28/2005	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 1/6/06
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

**UNDEFINITIZED MODIFICATION  
SPECIAL PROVISIONS**

**Article I - Execution and Commencement of Work**

Effective immediately, the Contractor shall proceed with performance of the work for the Enhanced Conceptual Design (EPD), including purchase of necessary materials.

**Article II - Limitations of Government Liability**

- (a) In performing the EPD, the Contractor is not authorized to make expenditures or incur obligations exceeding \$32,880,220.
- (b) The maximum amount for which the Government shall be liable if the EPD is terminated is \$32,880,220.
- (c) The maximum amount for which the Government shall be liable if the final design, construction, and commissioning are terminated is \$607,575,399.

**Article III - Modification Definitization**

- (a) A cost-plus-incentive-fee modification is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive modification that will include
  - (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized modification,
  - (2) all clauses required by law on the date of execution of the definitive modification, and
  - (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a cost-plus-incentive-fee proposal and cost or pricing data supporting its proposal.
- (b) The schedule for definitizing this undefinitized modification is:

<b>Submission of Proposal:</b>	<b>January 6, 2006</b>
<b>Negotiations Begin:</b>	<b>February 21, 2006</b>
<b>Modification Definitization:</b>	<b>February 28, 2006 or before 50% completion of Work, whichever occurs first.</b>

- (c) If agreement on a definitive modification to supersede this undefinitized modification is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the EPD, subject only to the Limitation of Government Liability clause:
- (1) After the Contracting Officer's determination of price or fee, the modification shall be governed by-
    - (i) All clauses required by the FAR on the date of execution of this undefinitized modification for cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
    - (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
    - (iii) Any other clauses, terms, and conditions mutually agreed upon.
  - (2) To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this undefinitized modification shall continue in effect, except those that by their nature apply only to an undefinitized modification.

#### Article IV - Payments of Allowable Costs Before Definitization

- (a) *Reimbursement rate.* Pending the placing of the definitive modification referred to in this undefinitized modification, the Government will promptly reimburse the Contractor for all allowable costs for the EPD up to 85 percent of the maximum amount of the Government's liability, as stated in Article II of this modification.
- (b) *Limitation of reimbursement.* To determine the amounts payable to the Contractor under this undefinitized modification, the Contracting Officer shall determine allowable costs in accordance with the applicable cost principles in Part 31 of the Federal Acquisition Regulation (FAR). The total reimbursement made under this paragraph shall not exceed 85 percent of the maximum amount of the Government's liability, as stated in this undefinitized modification.
- (c) *Invoicing.* Payments shall be made promptly to the Contractor when requested as work progresses, but (except for small business concerns) not more often than every 2 weeks, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the

representative may require, an invoice or voucher supported by a statement of the claimed allowable cost incurred by the Contractor in the performance of EPD.

- (d) *Allowable costs.* For the purpose of determining allowable costs, the term "costs" includes-
- (1) Those recorded costs that result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items or services purchased directly for the contract;
  - (2) When the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-
    - (i) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-
      - (A) In accordance with the terms and conditions of a subcontract or invoice; and
      - (B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;
    - (ii) Materials issued from the Contractor's stores inventory and placed in the production process for use on EPD;
    - (iii) Direct labor;
    - (iv) Direct travel;
    - (v) Other direct in-house costs; and
    - (vi) Properly allocable and allowable indirect costs as shown on the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
  - (3) The amount of financing payments that the Contractor has paid by cash, check, or other forms of payment to subcontractors.
- (e) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.
- (f) *Audit.* At any time before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be-

- (1) Reduced by any amounts found by the Contracting Officer not to constitute allowable costs; or
- (2) Adjusted for overpayments or underpayments made on preceding invoices or vouchers.

**Article V - Payments**

No payment will be made for fee and payments shall not exceed the limitations of Government liability stated in Article II above during the undefinitized modification period.

**Article VI - Termination**

The Government retains the rights to terminate this undefinitized modification for default or convenience of the Government as provided in the Federal Acquisition Regulations and Department of Energy Acquisition Regulations.

STATEMENT OF WORK  
for  
ENHANCED PRELIMINARY DESIGN

Where safety analysis indicates confinement barriers are necessary for worker protection, the Salt Waste Processing Facility (SWPF) Preliminary Design shall be revised to incorporate a Performance Category 3 (PC-3) designation for safety-related piping, process vessels, and other components that would provide a local confinement barrier. Portions of the facility housing safety-related PC-3 local confinement barriers shall also be designated as PC-3 and designed to resist natural phenomena events. As a defense-in-depth measure, safety-related active ventilation systems shall be provided to protect workers from process upsets involving a significant release of radioactive material due to non-natural phenomena hazards events (e.g., tank overflow or spills). Since the SWPF design will now incorporate local safety-related confinement barriers designed to resist natural phenomena (i.e., PC-3), safety-related ventilation systems will not have to resist natural phenomena to protect facility workers.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. A027	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09-06SR22210.001	5. PROJECT NO. (If applicable)	
6. ISSUED BY U. S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Parsons Infrastructure and Technology Group, Inc. 1080 Silver Bluff Road Aiken, SC 29803			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (See Item 11)	
			X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-02SR22210	
			10B. DATED (See Item 13) 9/17/02	
CODE	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)  
See Block 14

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

(T)	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:
X	D. OTHER (Specify type of modification and authority) Clause B.2(b) of the Contract

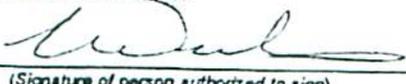
E. IMPORTANT: Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This modification is issued to decrease funding currently obligated to the contract.

(Continued on Page 2 hereof)

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) Charles H. Terhune, III Senior Vice President and Project Manager	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charlene Smith, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12-01-05
18B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 12/12/05

14. Description of Amendment/Modification (Continued)

- a. In accordance with the clause entitled FAR 52.232-22 LIMITATION OF FUNDS (APR 1984), the amount presently obligated by the Government with respect to this contract is decreased from \$115,626,122 to \$96,626,122, a decrease of \$19,000,000.

Accounting and Appropriation Data

<u>Approp. Symbol</u>	<u>B&amp;R No.</u>	<u>Type</u>	<u>Amount</u>
89X0251.91	39EY13480	PRN05D40500-TEC/SWPF	(\$19,000,000)

- b. All other terms and conditions of the contract remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. A028	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09-06SR22210.002 and 003	5. PROJECT NO. (If applicable)	
6. ISSUED BY U. S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Parsons Infrastructure and Technology Group, Inc. 1080 Silver Bluff Road Aiken, SC 29803			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (See Item 11)	
			X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-02SR22210	
			10B. DATED (See Item 13) 9/17/02	
CODE	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)  
See Block 14

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

(1)	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:
X	D. OTHER (Specify type of modification and authority) Clause B.2(b) of the Contract

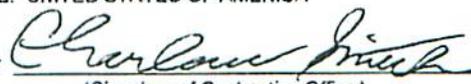
E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This modification is issued to increase funding currently obligated to the contract.

(Continued on Page 2 hereof)

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) Charlene Smith, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 5/9/06
(Signature of person authorized to sign)			

14. Description of Amendment/Modification (Continued)

- a. In accordance with the clause entitled FAR 52.232-22 LIMITATION OF FUNDS (APR 1984), the amount presently obligated by the Government with respect to this contract is increased from \$96,626,122 to \$130,110,946, an increase of \$33,484,824.

Accounting and Appropriation Data

<u>Approp. Symbol</u>	<u>B&amp;R No.</u>	<u>Type</u>	<u>Amount</u>
89X0251.91	39EY87000	PRN03D41400-PED/SWPF	\$32,989,807
89X0251.91	39EY87000	PRN05D40500-TEC/SWPF	<u>\$ 495,017</u>
		Total Amount	\$33,484,824

- b. All other terms and conditions of the contract remain unchanged.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1 CONTRACT ID CODE	PAGE OF PAGES 1   5
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2. AMENDMENT/MODIFICATION NO. <b>M029</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	d. REQUISITION/PURCHASE REQ. NO. <b>N/A</b>	5. PROJECT NO. (if applicable)
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6. ISSUED BY <b>U. S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802</b>	CODE	7. ADMINISTERED BY (if other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  <b>Parsons Infrastructure and Technology Group, Inc. 1080 Silver Bluff Road Aiken, SC 29803</b>		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (See Item 11)
	<b>X</b>	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC09-02SR22210</b>
		10B. DATED (See Item 13) <b>9/17/02</b>
CODE	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)  
**N/A**

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

(I)	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:
<b>X</b>	D. OTHER (Specify type of modification and authority) <b>Clause I.85 - Changes-Cost Reimbursement-Alternate III</b>

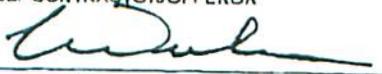
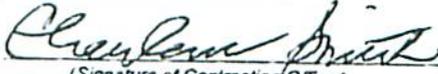
E. IMPORTANT: Contractor  is not,  is required to sign this document and return 3 copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

a. This modification is issued to add DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (OCT 2005) to the contract (see pages 2-5 for the full text of the clause).

b. All other terms and conditions of the contract remain unchanged.

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) <b>Charles H. Terhune, III Senior Vice President and Project Manager</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Charlene Smith, Contracting Officer</b>
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED <b>6/27/06</b>
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED <b>6/28/06</b>

**DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (OCT 2005)**

(a) *Authority.* This clause is incorporated into this contract pursuant to the authority contained in subsection 170d. of the Atomic Energy Act of 1954, as amended (hereinafter called the Act.)

(b) *Definitions.* The definitions set out in the Act shall apply to this clause.

(c) *Financial protection.* Except as hereafter permitted or required in writing by DOE, the contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the contractor by DOE.

(d)(1) *Indemnification.* To the extent that the contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause; and (ii) such legal costs of the contractor and other persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170d. of the Act, as that amount may be increased in accordance with section 170t., in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or \$500 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.

(2) The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.

(e)(1) *Waiver of Defenses.* In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.

(2) In the event of an extraordinary nuclear occurrence which:

(i) Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or

(ii) Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or

(iii) Arises out of or results from the possession, operation, or use by the contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the contract activity; or

(iv) Arises out of, results from, or occurs in the course of nuclear waste activities, the contractor, on behalf of itself and other persons indemnified, agrees to waive:

(A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to:

1. Negligence;
2. Contributory negligence;
3. Assumption of risk; or
4. Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;

(B) Any issue or defense as to charitable or governmental immunity; and

(C) Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.

(v) The term *extraordinary nuclear occurrence* means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR part 840.

(vi) For the purposes of that determination, "offsite" as that term is used in 10 CFR part 840 means away from "the contract location" which phrase means any DOE facility, installation, or site at which contractual activity under this contract is being carried on, and any contractor-owned or controlled facility, installation, or site at which the contractor is engaged in the performance of contractual activity under this contract.

(3) The waivers set forth above:

(i) Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;

(ii) Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;

(iii) Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;

(iv) Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;

(v) Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;

(vi) Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;

(vii) Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and

(viii) Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (A) the limit of liability provisions under subsection 170e. of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.

(f) *Notification and litigation of claims.* The contractor shall give immediate written notice to DOE of any known action or claim filed or made against the contractor or other person indemnified for public liability as defined in paragraph (d)(2). Except as otherwise directed by DOE, the contractor shall furnish promptly to DOE, copies of all pertinent papers received by the contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to (1) require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and (2) appear through the Attorney General on behalf of the contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE, the contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.

(g) *Continuity of DOE obligations.* The obligations of DOE under this clause shall not be affected by any failure on the part of the contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination of existence of the contractor, or by the completion, termination or expiration of this contract.

(h) *Effect of other clauses.* The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this contract, including the clause entitled Contract Disputes, provided, however, that this clause shall be subject to the clauses entitled Covenant Against Contingent Fees, and Accounts, records, and inspection, and

any provisions that are later added to this contract as required by applicable Federal law, including statutes, executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.

(i) *Civil penalties.* The contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to section 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders. If the contractor is a not-for-profit contractor, as defined by section 234Ad.(2), the total amount of civil penalties paid shall not exceed the total amount of fees paid within any 1-year period (as determined by the Secretary) under this contract.

(j) *Criminal penalties.* Any individual director, officer, or employee of the contractor or of its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to criminal penalties, pursuant to section 223(c) of the Act, for knowing and willful violation of the Atomic Energy Act of 1954, as amended, and applicable DOE nuclear safety-related rules, regulations or orders which violation results in, or, if undetected, would have resulted in a nuclear incident.

(k) *Inclusion in subcontracts.* The contractor shall insert this clause in any subcontract which may involve the risk of public liability, as that term is defined in the Act and further described in paragraph (d)(2) above. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.

(l) *Effective date.* This contract was in effect prior to August 8, 2005 and contains the clause at DEAR 952.250-70 (JUNE 1996) or prior version. The indemnity of paragraph (d)(1) is limited to the indemnity provided by the Price-Anderson Amendments Act of 1988 for any nuclear incident to which the indemnity applies that occurred before August 8, 2005. The indemnity of paragraph (d)(1) of this clause applies to any nuclear incident that occurred on or after August 8, 2005. The Contractor's liability for violations of the Atomic Energy Act of 1954 under this contract is that in effect prior to August 8, 2005.

(m) *Relationship to general indemnity.* To the extent that the contractor is compensated by any financial protection, or is indemnified pursuant to this clause, or is effectively relieved of public liability by an order or orders limiting same, pursuant to 170e of the Act, the provisions of the clause providing general authority indemnity shall not apply.

(End of clause)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
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2. AMENDMENT/MODIFICATION NO. <b>A030</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>09-06SR22210.004</b>	5. PROJECT NO. (If applicable)
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6. ISSUED BY <b>U. S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802</b>	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) <b>Parsons Infrastructure and Technology Group, Inc. 1080 Silver Bluff Road Aiken, SC 29803</b>	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (See Item 11)
	X 10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC09-02SR22210</b>
	10B. DATED (See Item 13) <b>9/17/02</b>

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)  
**See Block 14**

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

(1)	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) <b>X Clause B.2(b) of the Contract</b>

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.)

**This modification is issued to increase funding currently obligated to the contract.**

(Continued on Page 2 hereof)

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) <b>Charlene Smith, Contracting Officer</b>
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED <b>9/15/06</b>

14. Description of Amendment/Modification (Continued)

- a. In accordance with the clause entitled FAR 52.232-22 LIMITATION OF FUNDS (APR 1984), the amount presently obligated by the Government with respect to this contract is increased from \$130,110,946 to \$132,052,731, an increase of \$1,941,785.

Accounting and Appropriation Data

<u>Approp. Symbol</u>	<u>B&amp;R No.</u>	<u>Type</u>	<u>Amount</u>
89X0251.91	39EY87000	PRN03D41400-PED/SWPF	\$1,941,785

- b. All other terms and conditions of the contract remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO. M031

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. N/A

5. PROJECT NO. (if applicable) 1

6. ISSUED BY U.S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802

7. ADMINISTERED BY (if other than item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Parsons Infrastructure and Technology Group, Inc. 1080 Silver Bluff Road Aiken, SC 29803

CODE	10A. MODIFICATION OF CONTRACT/ORDER NO.	9B. DATED (See Item 1)	9A. AMENDMENT OF SOLICITATION NO.
X	DE-AC09-02SR22210	9/17/02	

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) N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. ORDER NO. IN ITEM 10A. 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:

OTHER (Specify type of modification and authority)

Clause 1.85 - FAR 52.243-2 - Changes-Cost Reimbursement-Alternate III and Paragraph H.3 entitled "Key Personnel"

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.)

A. Reference Section J, Attachment F - Key Personnel. Mr. Satish Amin is replaced by Mr. Paul J. Whittingham as Contracts Manager. An Engineering Manager, and Mr. Doug Madrigal is replaced by Mr. Paul J. Whittingham as Contracts Manager. An updated Key Personnel List is attached hereto.

B. Section J, Attachment J - Government-Furnished Property, is revised to: (1) delete computer equipment (#ADPE 1599 and ADPE #1688); and (2) add a Xerox Copy Machine and several filing cabinets. The revised list is attached hereto.

C. All other terms and conditions of the contract remain unchanged.

15A. NAME AND TITLE OF SIGNER (Type or print) Senior V.P. and Project Manager

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED 10-14-06

15D. DATE SIGNED

15E. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charlene Smith, Contracting Officer

15F. DATE SIGNED 10/17/06

16. SIGNATURE OF CONTRACTING OFFICER (Type or print)

17. DATE SIGNED

18. UNITED STATES OF AMERICA

19. SIGNATURE OF PERSON AUTHORIZED TO SIGN

NSM 7540-01-152.0070 PREVIOUS EDITION UNUSABLE

20-105

STANDARD FORM 309 REV. (0-3) Prescribed by GSA FAR (48 CFR) 52.243

**SECTION J – LIST OF ATTACHMENTS**

**ATTACHMENT F**

**KEY PERSONNEL**

Name	Position
Charles H. Terhune III	Project Manager
Stephen Duce	ESH&Q Manager
David Rihel	Project Controls
Dan Jensen	Technology Manager
Phil Dovaston	Processing Engineering
James C. Somma	Engineering Manager
Edward Sparks	Construction Manager
Alois (Skip) Singer	Commissioning Manager
John Kasper	EPC Manager
Paul J. Whittingham	Contracts Manager

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT J

GOVERNMENT-FURNISHED PROPERTY

<u>Purchase Order</u>	<u>Value</u>	<u>Supplier Name</u>	<u>Item Description</u>	<u>Make</u>	<u>Model</u>	<u>Serial Number</u>	<u>I.D. Number</u>	<u>Comments</u>	<u>Location</u>
501	\$1,345	Igrafx	Software						Parsons Silver Bluff Off.
N/A	\$13,744	Xerox Corp.	Copy Machine	Xerox	Engineering Copier	1HE-030276			Parsons Centennial Off.
N/A	\$3,390 ea.		Vertical, 4-Drawer Locking File Cabinets (7)	Fire King		FL1997136040 FL1997133122 4315143 4325129 4315157 4315187 4326034			Parsons Centennial Off.
N/A	\$2,126 ea.		Lateral, 4-Drawer Locking File Cabinets (3)	Fire King		0074087 0029013 3096020			Parsons Centennial Off.

GOVERNMENT-FURNISHED VEHICLES

<u>Model</u>	<u>Year</u>	<u>Color</u>	<u>Mileage (starting)</u>	<u>Serial or VIN #</u>	<u>License Plate (I.D.)</u>	<u>Monthly Rate</u>	<u>Date of Assignment</u>	<u>Location</u>
Stratus SE	2004	Blue	14,940	1B3EL36T24N134891	G12-51720	\$172.00	4/12/05	Parsons Silver Bluff/Centennial Off.
C3500	2000	Tan	26,865	1GCGC33R2YF495618	G43-09907	\$258.00	4/12/05	Parsons Silver Bluff/Centennial Off.
Express G3500	2002	White	16,561	1GAHG39R821207968	G43-21989	\$260.00	5/6/05	Parsons Silver Bluff/Centennial Off.

2. AMENDMENT/MODIFICATION NO. M032 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. N/A 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE U. S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Parsons Infrastructure and Technology Group, Inc. 1080 Silver Bluff Road Aiken, SC 29803 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (See Item 11) X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-02SR22210 10B. DATED (See Item 13) 9/17/02

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) N/A

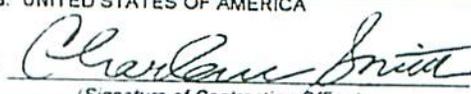
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- 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.
- X D. OTHER (Specify type of modification and authority) Clause I.85 - FAR 52.243-2 - Changes-Cost Reimbursement-Alternate III and Paragraph H.3 entitled "Key Personnel"

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.)  
 A. Reference Section J, Attachment F - Key Personnel. Mr. Charles H. Terhune, III, is replaced by Mr. David B. Amerine as Project Manager. An updated Key Personnel List is attached hereto.  
 B. All other terms and conditions of the contract remain unchanged.

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) Charlene Smith, Contracting Officer  
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 (Signature of person authorized to sign) BY  10/19/06  
 (Signature of Contracting Officer)

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT F

KEY PERSONNEL

Name	Position
David B. Amerine	Project Manager
Stephen Duce	ESH&Q Manager
David Rihel	Project Controls
Dan Jensen	Technology Manager
Phil Dovaston	Processing Engineering
James C. Somma	Engineering Manager
Edward Sparks	Construction Manager
Alois (Skip) Singer	Commissioning Manager
John Kasper	EPC Manager
Paul J. Whittingham	Contracts Manager

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
	M033	See Block 18C	N/A	1
6. ISSUED BY	7. ADMINISTERED BY (if other than item 5)	8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state, and ZIP Code)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (See item 11)
U. S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802		Parsons Infrastructure and Technology Group, Inc. 1080 Silver Bluff Road Aiken, SC 29803		DE-AC09-02SR22210 NO. 10A. MODIFICATION OF CONTRACT/ORDER X
CODE	CODE	FACILITY CODE	10B. DATED (See item 13)	9/17/02

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)

N/A

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:

D. OTHER (Specify type of modification and authority)

X Clause 185 - FAR 52.243-2 - Changes-Cost Reimbursement-Alternate III

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This modification is issued to definitize the Enhanced Preliminary Design work authorized by Modification No. M026.

(Continued on Page 2 hereof)

15A. NAME AND TITLE OF SIGNER (Type or print)  
David B. Amerline  
Senior Vice President and Project Manager

15B. CONTRACTOR/OFFEROR  
12-14-06

15C. DATE SIGNED

15D. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Charlene Smith, Contracting Officer

15E. DATE SIGNED

15F. SIGNATURE OF PERSON AUTHORIZED TO SIGN  
12/20/06

15G. DATE SIGNED

15H. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

14. Description of Amendment/Modification (Continued)

- a. The total estimated cost and fixed fee for the Enhanced Preliminary Design work authorized by Modification No. M026 are set forth below:

Estimated Cost	\$30,098,399
Total Fixed Fee	<u>\$ 1,777,861</u>
Total Amount	\$31,876,260

- b. All other terms and conditions of the contract remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. A034	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09-07SR22210.001	5. PROJECT NO. (If applicable)	
6. ISSUED BY U. S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Parsons Infrastructure and Technology Group, Inc. 1080 Silver Bluff Road Aiken, SC 29803		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (See Item 11)		
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-02SR22210		
		10B. DATED (See Item 13) 9/17/02		
CODE	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)  
See Block 14

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

(1)	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:
X	D. OTHER (Specify type of modification and authority) Clause B.2(b) of the Contract

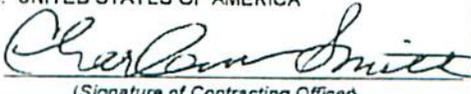
E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This modification is issued to increase funding currently obligated to the contract.

(Continued on Page 2 hereof)

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) Charlene Smith, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	12/20/06

14. Description of Amendment/Modification (Continued)

- a. In accordance with the clause entitled FAR 52.232-22 LIMITATION OF FUNDS (APR 1984), the amount presently obligated by the Government with respect to this contract is increased from \$132,052,731 to \$147,052,731, an increase of \$15,000,000.

Accounting and Appropriation Data

<u>Approp. Symbol</u>	<u>B&amp;R No.</u>	<u>Type</u>	<u>Amount</u>
89X0251.91	39EY87000	PRN03D41400-PED/SWPF	\$15,000,000

- b. All other terms and conditions of the contract remain unchanged.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
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2. AMENDMENT/MODIFICATION NO. <b>A035</b>	3. EFFECTIVE DATE See Block 16C	1. REQUISITION/PURCHASE REQ. NO. <b>09-07SR22210.002</b>	5. PROJECT NO. (If applicable)
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6. ISSUED BY <b>U. S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802</b>	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  <b>Parsons Infrastructure and Technology Group, Inc. 1080 Silver Bluff Road Aiken, SC 29803</b>	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (See Item 11)
	<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC09-02SR22210</b>
	10B. DATED (See Item 13) <b>9/17/02</b>

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)  
**See Block 14**

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

(1)	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) <input checked="" type="checkbox"/> <b>Clause B.2(b) of the Contract, Clause I.35 - FAR 52.243-2-Changes-Cost Reimbursement-Alt. III, and Para. H.3, Key Personnel</b>

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.)

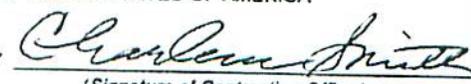
A. For clarification purposes, Modification No. A016 changed the SWPF requirement from a 50% scale facility to a 100% scale facility.

B. Reference Section J, Attachment F - Key Personnel. Mr. Stephen Duce is replaced by Mr. Robert F. French as Environmental, Safety, Health and Quality (ESH&Q) Manager, and Mr. Edward Sparks is replaced by Mr. Charles E. Swain as Construction Manager. An updated Key Personnel List is attached.

C. This modification also increases funding currently obligated to the contract.

(Continued on Page 2 hereof)

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) <b>Charlene Smith, Contracting Officer</b>
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED <b>2/5/07</b>
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)

14. Description of Amendment/Modification (Continued)

D. In accordance with the clause entitled FAR 52.232-22 LIMITATION OF FUNDS (APR 1984), the amount presently obligated by the Government with respect to this contract is increased from \$147,052,731 to \$148,552,731, an increase of \$1,500,000.

Accounting and Appropriation Data

<u>Approp. Symbol</u>	<u>B&amp;R No.</u>	<u>Type</u>	<u>Amount</u>
89X0251.91	EY8748140	SR-0014C SR/TP	\$1,500,000

E. All other terms and conditions of the contract remain unchanged.

**SECTION J – LIST OF ATTACHMENTS**

**ATTACHMENT F**

**KEY PERSONNEL**

Name	Position
Charles H. Terhune III	Project Manager
Robert F. French	ESH&Q Manager
David Rihel	Project Controls
Dan Jensen	Technology Manager
Phil Dovaston	Processing Engineering
James C. Somma	Engineering Manager
Charles E. Swain	Construction Manager
Alois (Skip) Singer	Commissioning Manager
John Kasper	EPC Manager
Paul J. Whittingham	Contracts Manager

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE OF PAGES  
 1 1

2. AMENDMENT/MODIFICATION NO. M038 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. N/A 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE U. S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Parsons Infrastructure and Technology Group, Inc. 1080 Silver Bluff Road Aiken, SC 29803 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (See Item 11) X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-02SR22210 10B. DATED (See Item 13) 9/17/02

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) N/A

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 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 D. OTHER (Specify type of modification and authority) Clause I.85 – FAR 52.243-2 – Changes-Cost Reimbursement-Alternate III and Paragraph H.3 entitled "Key Personnel"

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.)

- A. This modification is issued to correct the Key Personnel List included in Modification No. A035. The correct list is attached hereto.
- B. All other terms and conditions of the contract remain unchanged.

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) Charlene Smith, Contracting Officer

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED BY Charlene Smith (Signature of Contracting Officer) 2/7/07 (Signature of person authorized to sign)

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT F

KEY PERSONNEL

Name	Position
David B. Amerine	Project Manager
Robert F. French	ESH&Q Manager
David Rihel	Project Controls
Dan Jensen	Technology Manager
Phil Dovaston	Processing Engineering
James C. Somma	Engineering Manager
Charles E. Swain	Construction Manager
Alois (Skip) Singer	Commissioning Manager
John Kasper	EPC Manager
Paul J. Whittingham	Contracts Manager

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. A037	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09-07SR22210.003	5. PROJECT NO. (If applicable)	
6. ISSUED BY U. S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Parsons Infrastructure and Technology Group, Inc. 1080 Silver Bluff Road Aiken, SC 29803		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (See Item 11)	
CODE		FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-02SR22210	10B. DATED (See Item 13) 9/17/02

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)  
See Block 14

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).
x	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause B.2(b) of the Contract, Clause I.35 – FAR 52.243-2-Changes-Cost Reimbursement-Alt. III, and Para. H.3, Key Personnel
	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: (1) increase funding currently obligated to the contract, (2) incorporate DOE Order 413.3A entitled "Program and Project Management for the Acquisition of Capital Assets", and (3) update the Key Personnel List.

(Continued on Page 2 hereof)

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) David B. Amerine Senior Vice President and Project Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charlene Smith, Contracting Officer
15B. CONTRACTOR/OFFEROR <i>David B. Amerine</i> (Signature of person authorized to sign)	15C. DATE SIGNED 4-19-07
16B. UNITED STATES OF AMERICA BY <i>Charlene Smith</i> (Signature of Contracting Officer)	16C. DATE SIGNED 4/24/07

14. Description of Amendment/Modification (Continued)

- a. In accordance with the clause entitled FAR 52.232-22 LIMITATION OF FUNDS (APR 1984), the amount presently obligated by the Government with respect to this contract is increased from \$148,552,731 to \$165,052,731, an increase of \$16,500,000.

Accounting and Appropriation Data:

<u>Approp. Symbol</u>	<u>B&amp;R No.</u>	<u>Type</u>	<u>Amount</u>
89X0251.91	39EY87000	SR-0014C SR/TP	\$16,500,000

- b. DOE Order 413.3A entitled "Program and Project Management for the Acquisition of Capital Assets" is hereby incorporated into the contract.
- c. Reference Section J, Attachment F – Key Personnel. Mr. David Rihel is replaced by Mr. William H. Pettigrew, Jr., as the Project Controls Manager. An updated Key Personnel List is attached hereto.
- d. All other terms and conditions of the contract remain unchanged.

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT F

KEY PERSONNEL

Name	Position
David B. Amerine	Project Manager
Robert F. French	ESH&Q Manager
William H. Pettigrew, Jr.	Project Controls
Dan Jensen	Technology Manager
Phil Dovaston	Processing Engineering
James C. Somma	Engineering Manager
Charles E. Swain	Construction Manager
Alois (Skip) Singer	Commissioning Manager
John Kasper	EPC Manager
Paul J. Whittingham	Contracts Manager

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1   2
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2. AMENDMENT/MODIFICATION NO. A038	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09-07SR22210.004	5. PROJECT NO. (If applicable)
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6. ISSUED BY U. S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Parsons Infrastructure and Technology Group, Inc. 1080 Silver Bluff Road Aiken, SC 29803	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (See Item 11)
	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-02SR22210 10B. DATED (See Item 13) 9/17/02

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)  
See Block 14

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).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause B.2(b) of the Contract
D. OTHER (Specify type of modification and authority)

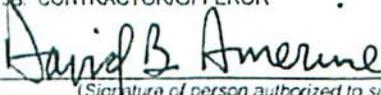
E. IMPORTANT: Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to decrease funding currently obligated to the contract.

(Continued on Page 2 hereof)

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) David B. Amerine Senior Vice President and Project Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charlene Smith, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 6/14/07
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 6/14/07

14. Description of Amendment/Modification (Continued)

- a. In accordance with the clause entitled FAR 52.232-22 LIMITATION OF FUNDS (APR 1984), the amount presently obligated by the Government with respect to this contract is decreased from \$165,052,731 to \$164,852,731, a decrease of \$200,000.

Accounting and Appropriation Data:

<u>Approp. Symbol</u>	<u>B&amp;R No.</u>	<u>Type</u>	<u>Amount</u>
89X0251.91	39EY87000	SR-0014C SR/TP	(\$200,000)

- b. All other terms and conditions of the contract remain unchanged.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. <b>A039</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>09-07SR22210.005</b>	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>U. S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802</b>	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) <b>Parsons Infrastructure and Technology Group, Inc. 1080 Silver Bluff Road Aiken, SC 29803</b>		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (See Item 11)
CODE	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC09-02SR22210</b>	10B. DATED (See Item 13) <b>9/17/02</b>

**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)  
**See Block 14**

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

<input 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(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) <b>Clause B.2(b) of the Contract</b>

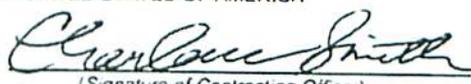
E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

**The purpose of this modification is to increase funding currently obligated to the contract.**

(Continued on Page 2 hereof)

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) <b>Charlene Smith, Contracting Officer</b>
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED <b>7/19/07</b>

14. Description of Amendment/Modification (Continued)

- a. In accordance with the clause entitled FAR 52.232-22 LIMITATION OF FUNDS (APR 1984), the amount presently obligated by the Government with respect to this contract is increased from \$164,852,731 to \$171,852,731, an increase of \$7,000,000.

Accounting and Appropriation Data:

<u>Approp. Symbol</u>	<u>B&amp;R No.</u>	<u>Type</u>	<u>Amount</u>
89X0251.91	39EY87000	SR-0014C SR/TP	\$4,000,000
89X0251.91	39EY35480	SR-0014C SR/TP	<u>\$3,000,000</u>
			\$7,000,000

- b. All other terms and conditions of the contract remain unchanged.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. A040	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09-07SR22210.007 and 008		5. PROJECT NO. (If applicable)
6. ISSUED BY U. S. Department of Energy Savannah River Operations Office P.O. Box A Aiken, SC 29802	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Parsons Infrastructure and Technology Group, Inc. 1080 Silver Bluff Road Aiken, SC 29803			9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (See Item 11)
CODE	FACILITY CODE	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-02SR22210	10B. DATED (See Item 13) 9/17/02

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)  
See Block 14

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

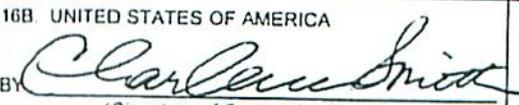
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D. OTHER (Specify type of modification and authority) Clause B.2(b) of the Contract
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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 to increase funding currently obligated to the contract.

(Continued on Page 2 hereof)

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) Charlene Smith, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 8/28/07
(Signature of person authorized to sign)			

14. Description of Amendment/Modification (Continued)

- a. In accordance with the clause entitled FAR 52.232-22 LIMITATION OF FUNDS (APR 1984), the amount presently obligated by the Government with respect to this contract is increased from \$171,852,731 to \$176,018,870, an increase of \$4,166,139.

Accounting and Appropriation Data:

<u>Approp. Symbol</u>	<u>B&amp;R No.</u>	<u>Type</u>	<u>Amount</u>
89X0251.91	EY8748140	SR-0014C SR/TP	\$2,166,139
89X0251.91	39EY87000	SR-0014C SR/TP	<u>\$2,000,000</u>
			\$4,166,139

- b. All other terms and conditions of the contract remain unchanged.