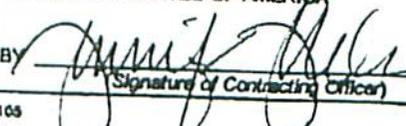


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|--|---|--|-------------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE 1 OF 5 |
| 2. AMENDMENT/MODIFICATION NO. M085 | 3. EFFECTIVE DATE See Block 16C | 1. REQUISITION/PURCHASE REQ. NO. | 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 | | | |
| <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) separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT 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 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. | | | |
| (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 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-B5 FAR 52.243-2 Changes Cost Reimbursement All III | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" 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 incorporate the following changes: | | | |

(Continued on Page 2)

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) Guggilam Soesty, Division Manager | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JENNIFER J. NELSON, Contracting Officer |
| 15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign) | 15C. DATE SIGNED 6/18/09 |
| 16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer) | 16C. DATE SIGNED 6-22-09 |

14. Description of Modification continued

a. This modification incorporates the following changes:

1. All work covered by the Scope of Work and the List B attachment incorporated in Mod M041, with the exception of DOE Order 205.1, Department of Energy Cyber Security Management Program. This modification definitizes the contract cost and fee through submittal of the REA on 28 September 2007.
2. All DOE directed changes to the original scope that Parsons has included in their Request for Equitable Adjustment dated September 28, 2007. Inclusions are as follows:
 - Requirements to upgrade the Salt Waste Processing Facility (SWPF) from PC-2 to PC-3 facility as directed by DOE,
 - Inclusion of Nuclear Quality Assurance (NQA) NQA-1-2004 as primary quality standard,
 - Revised Geotechnical approach,
 - Inclusion of the Central Processing Area (CPA) upgrade from PC-2 to PC-3,
 - Increase in plant waste processing throughput by addition of the Alpha Finishing Facility (AFF),
 - Inclusion of 10 Code of Federal Regulations (CFR) 851, "Worker Safety and Health Program",
 - Inclusion of Homeland Security Presidential Directive 12, (HSPD-12) as promulgated in DOE Notice 206.3, "Personal Identity Verification,"
 - Enhanced Final Design (EFD),
 - Construction Phase,
 - Commissioning Phase,
 - One Year of Operations,
 - 6 Months Support,
 - Reliability and Maintainability Evaluation (R&ME) Testing,

b. Delete the existing Phase I Line items 0001A and 0001B and Phase II Line items 0002A and 0002B, Schedule B Contract Line Item structure contained in Section B.2, "Estimated Cost of the Contract and Fund Obligations" in its entirety and incorporate in lieu thereof the Schedule B Contract Line Item structure below.

| Contract Line Item Number (CLIN) | CLIN Description | Quantity | Dollar Value |
|--|---|----------|---------------|
| Cost Plus Fixed Fee CLINS – Phase 1 | | | |
| 0001 | Startup | | |
| 0001 AA | Phase 1 & 2 Startup Estimated Costs | 1 Lot | \$9,992,594 |
| 0001AB | Fixed Fee for Item 0001AA | | \$538,835 |
| | Total Estimated Costs and Fixed Fee for Item 0001 | | \$10,531,429 |
| 0002 | Reserved - Demobilization | | \$0 |
| 0003 | Design Work | | |
| 0003AA | SWPF Enhanced Concept Design and Transition to Phase II Estimated Costs | 1 Lot | \$4,149,997 |
| 0003AB | Fixed Fee for Item 0003AA | | \$437,478 |
| | Subtotal Estimated Costs and Fixed Fee for SWPF Enhanced Conceptual Design and Transition to Phase II | | \$4,587,475 |
| 0003 AC | Preliminary Design Estimated Cost | 1 Lot | \$18,900,785 |
| 0003 AD | Fixed Fee for Item 0003AC | | \$1,134,047 |
| | Subtotal Estimated Cost and Fixed Fee for Preliminary Design | | \$20,034,832 |
| 0003 AE | Value Engineering Estimated Cost | 1 Lot | \$35,350 |
| 0003AG | Fixed Fee for Item 0003 AE | | \$2,488 |
| | Subtotal Estimated Cost and Fixed Fee for Value Engineering | | \$37,818 |
| 0003AH | Enhanced Preliminary Design – PC3 Estimated Cost | 1 Lot | \$30,098,399 |
| 0003AJ | Fixed Fee for Item 0003AH | | \$1,777,861 |
| | Subtotal Estimated Cost and Fixed Fee for Preliminary Design – PC3 | | \$31,876,280 |
| 0003AK | Final Design Estimated Cost | 1 Lot | \$14,533,481 |
| 0003AL | Fixed Fee for Item 0003AK | | \$1,453,348 |
| | Subtotal Estimated Cost and Fixed Fee for Final Design | | \$15,986,807 |
| 0003AM | Enhanced Final Design Estimated Cost | 1 Lot | \$109,837,375 |
| 0003AN | Fixed Fee for Item 0003AM | | \$7,140,014 |
| | Subtotal Estimated Cost and Fixed Fee for Enhanced Final Design | | \$116,977,389 |

| Contract Line Item Number (CLIN) | CLIN Description | Quantity | Dollar Value |
|--|--|-----------------|---------------------|
| 0003AP | Testing Engineering Development and Demonstration (EDD) Estimated Cost | 1 Lot | \$9,147,889 |
| 0003AQ | Fixed Fee for Item 0003AP | | \$548,873 |
| | Subtotal Estimated Cost and Fixed Fee for Testing | | \$9,696,762 |
| | Total Estimated Cost for Item 0003 Design Work | | \$188,703,258 |
| 0003AR | Non Fee Bearing Cost Item 0003 | | \$39,230,860 |
| | Total Fixed Fee for Item 0003 | | \$12,494,087 |
| | Total Estimated Cost, Non Fee Bearing Cost and Fixed Fee for Item 0003 Design Work | | \$238,428,203 |
| Total CLINs (0001, 0002, and 0003) Estimated Cost | | | \$196,695,850 |
| Total CLINs (0001, 0002, and 0003) Non Fee Bearing Cost | | | \$39,230,860 |
| Total CLINs (0001, 0002, and 0003) Fixed Fee | | | \$13,032,922 |
| Total CLINs (0001, 0002, and 0003) Estimated Cost, Non Fee Bearing Cost, and Fixed Fee | | | \$248,959,632 |
| Cost Plus Incentive Fee CLINs – Phase 2 | | | |
| 0004 | Reliability and Maintainability Evaluation (R&ME) Testing Target Cost | 1 Lot | \$8,362,013 |
| 0005 AA | Construction Target Cost | 1 Lot | \$423,079,036 |
| 0005 AB | Construction Non Fee Bearing Cost | 1 Lot | \$22,598,431 |
| 0006 | Commissioning Target Cost | 1 Lot | \$49,717,501 |
| 0007 | One Year of Operations – Target Cost | 1 Lot | \$37,737,664 |
| 0008 | Six Months Support – Target Cost | 1 Lot | \$3,826,250 |
| Total CLINs (0004, 0005, 0006, 0007, and 0008) Phase 2 Target Cost | | | \$520,722,464 |
| Total Target Cost for Phases 1 and 2 | | | \$717,418,314 |
| Target Cost Incentive Fee at 7% of Phase 2 (Cost Incentive Arrangement excludes all Non Fee Bearing Cost) | | | \$38,450,572 |
| Total Fixed Fee for Phase 1 | | | \$13,032,922 |
| Total Non Fee Bearing Cost | | | \$61,829,291 |
| Total Target Cost, Target Fee, Fixed Fee and Non Fee Bearing Cost for Phases 1 and 2 | | | \$828,731,099 |

| Contract Line Item Number (CLIN) | CLIN Description | Quantity | Dollar Value |
|---|--|-----------------|---------------------|
| | Maximum Cost Incentive Fee at 12% of Phase 2 Target Costs | | \$62,486,696 |
| | Minimum Cost Incentive Fee at 0% of Phase 2 Target Costs | | \$0 |
| | Cost Performance Share Ratio Over Phase 1 and 2 Target Cost – 90/10 (Government Share/Contractor Share) | | |
| | Cost Performance Share Ratio Under Phase 1 and 2 Target Costs – 90/10 (Government Share/Contractor Share) | | |
| | Schedule Fee for Start of Hot Commissioning Prior to Nov. 15, 2013 | | \$2,792,580 |
| | Schedule Fee for Start of Hot Commissioning Prior to Sep. 21, 2012 | | \$5,584,602 |
| | Daily Fee Reduction for each calendar day of delay beyond Nov. 15, 2013 for "Start of Hot Commissioning" until "Start of Hot Commissioning" begins. | | \$10,000 per day |

- c. In consideration of the modification agreed to herein as complete equitable adjustments for the Contractor's Request for Equitable Adjustment dated September 28, 2007, the contractor hereby releases the Government from any and all liability, costs, or fees associated with this Request for Equitable Adjustment (REA).
- d. All other terms and conditions of the contract remain unchanged.