

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTR. ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. M015	3. EFFECTIVE DATE See Block 16 C.	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) Savannah River Nuclear Solutions, LLC 6160 Woodside Executive Court Aiken, SC 29803			9.A. AMENDMENT OF SOLICITATION NO.	
			9.B. DATED (SEE ITEM 11)	
			10.A. MODIFICATION OF Contract/Order NO. DE-AC09-08SR22470	
			10.B. DATED (SEE ITEM 13) January 10, 2008	
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.

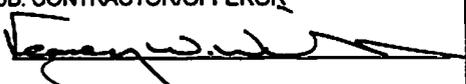
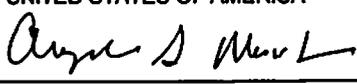
Check One	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) 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) Mutual Agreement of the Contracting Parties

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.)

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) Weasey W. Wilson, Vice President, BS		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ANGELA S. MORTON CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 1-30-09	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED JAN 30 2009

Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.

The purpose of this modification is to extend the fixed fee period for one month (through February 28, 2009) as the Performance Evaluation and Measurement Plan is being further refined and finalized. As a result of extending the fixed fee period and equitably adjusting the fixed fee for the month of February 2009, the available fee pool for the remaining 7-month period (March 1, 2009 – September 30, 2009) is adjusted as shown below.

The following changes are made to the terms and conditions of the contract:

1. Section B-2.2 is revised to read as follows:

B-2.2 Fixed Fee

The Contractor shall be paid a fixed fee of \$10,325,707 for the first seven months of the base contract period August 1, 2008 – February 28, 2009.

2. Section B-2.3 (a) is revised to read as follows:

B-2.3 Total Available Fee

- (a) The total available fee for the base period of the contract, beginning August 1, 2008, and the option period, if exercised, is shown below. The total available fee shall be made available in accordance with Section I Clause entitled, DEAR 970.5215-1 “Total Available Fee: Base Fee Amount and Performance Fee Amount.” Since the total available fee for each period has been established below, there will be no annual negotiation of total available fee at the beginning of each fiscal year as contemplated in paragraph (b) of the above referenced clause.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

PERFORMANCE PERIOD	Total Available Fee
Base Contract Period	
August 1, 2008 – February 28, 2009	\$10,325,707
March 1, 2009 – September 30, 2009	\$22,502,292
October 1, 2009 – September 30, 2010	\$50,354,780
October 1, 2010 – September 30, 2011	\$49,750,000
October 1, 2011 – September 30, 2012	\$48,950,000
October 1, 2012 – July 31, 2013	\$48,145,000
Option Period	
August 1, 2013 – September 30, 2013	\$7,890,000
October 1, 2013 – September 30, 2014	\$46,535,000
October 1, 2014 – September 30, 2015	\$45,730,000
October 1, 2015 – September 30, 2016	\$44,930,000
October 1, 2016 – September 30, 2017	\$44,211,120
October 1, 2017 – July 31, 2018	\$39,363,880
Total Fixed and Available Fee	\$458,687,779

3. All other terms and conditions remain unchanged.

End of Standard Form 30