

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
118		See Block 16C		11EM002783	
6. ISSUED BY		CODE		5. PROJECT NO. (If applicable)	
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802		00901		7. ADMINISTERED BY (If other than Item 6)	
				CODE 00901	
				Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)				9A. AMENDMENT OF SOLICITATION NO.	
SAVANNAH RIVER REMEDIATION LLC Attn: Katy Burnau Savannah River Site Building 766-H Aiken SC 29808				(x)	
				9B. DATED (SEE ITEM 11)	
				x	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				DE-AC09-09SR22505	
				10B. DATED (SEE ITEM 13)	
				12/08/2008	
CODE 808376193		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 Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION 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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: H.2B Performance Evaluation and Measurement Plan and Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

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

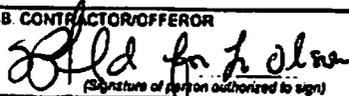
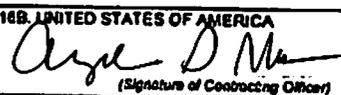
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

A. The purpose of this modification is to revise the language as it relates to frequency of fee payments in clauses B.2(h) and G.7(b).

FROM: B.2 (h) Earned fee will be paid semi-annually based on the FDO's unilateral assessment of performance in accordance with the PEMP and Contract Performance Baseline. Unless otherwise authorized by the CO, no earned fee will be paid until the Contract Performance Baseline is approved by the CO in accordance with the clause in Section H, entitled "Project Control Systems and Reporting Requirements." Monthly provisional payments of fee may be authorized by the CO. The Contractor may request monthly provisional fee payments of up to 5% of the total fee otherwise available for the Fiscal Year (not to exceed 60% on an

Continued ...

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)		18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Lyden D. Olson President and Project Manager		Angela S. Morton	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	18B. UNITED STATES OF AMERICA	18C. DATE SIGNED
 6/23/11 (Signature of person authorized to sign)	6/23/2011	 (Signature of Contracting Officer)	6/23/2011

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC09-09SR22505/118

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER REMEDIATION LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>annual basis). Provisional fee is not considered earned fee and is contingent upon a final Fee Determination by the FDO. Earned fee will be invoiced consistent with Section G.</p> <p>TO: B.2 (h) Earned fee will be paid based on the FDO's unilateral assessment of performance in accordance with the PEMP and Contract Performance Baseline. Unless otherwise authorized by the CO, no earned fee will be paid until the Contract Performance Baseline is approved by the CO in accordance with the clause in Section H, entitled "Project Control Systems and Reporting Requirements." Monthly provisional payments of fee may be authorized by the CO. The Contractor may request monthly provisional fee payments of up to 5% of the total fee otherwise available for the Fiscal Year (not to exceed 60% on an annual basis). Provisional fee is not considered earned fee and is contingent upon a final Fee Determination by the FDO. Earned fee will be invoiced consistent with Section G.</p> <p>FROM: G.7(b) Fee Invoices. The Contractor may submit invoices for semi-annual fee payments following receipt of the CO's onsent to submit the invoice. Upon receipt of an acceptable invoice for fee payment, the CO will assess the need for further adjustments. Unless the CO elects to do otherwise, and as set forth below and elsewhere in this contract, fee payment or draw from the modified Letter of Credit will be made semi-annually, within thirty business days after CO's acceptance of the invoice.</p> <p>TO: G.7(b) Fee Invoices. The Contractor may submit invoices for fee payments following receipt of the CO's consent to submit the invoice. Upon receipt of an acceptable invoice for fee payment, the CO will assess the need for further adjustments. Unless the CO elects to do otherwise, and as set forth below and elsewhere in this contract, fee payment or draw from the modified Letter of Credit will be made within thirty business days after CO's acceptance of the invoice.</p> <p>B. All other terms and conditions remain unchanged.</p>				