

2. AMENDMENT/MODIFICATION NO. 211	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12EM003208	5. PROJECT NO. (If applicable)
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6. ISSUED BY Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901	7. ADMINISTERED BY (If other than Item 6) Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SAVANNAH RIVER REMEDIATION LLC Attn: Deborah J. Schlismann Savannah River Site Building 766-H Aiken SC 29808	(x)	9A. AMENDMENT OF SOLICITATION NO.
		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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.243-2 Changes - Cost Reimbursement (AUG 1987) ALT II (APR 1984)

E. IMPORTANT Contractor is not. is required to sign this document and return 1 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 section H.14 Project Control Systems and Reporting Requirements to read as follows:

H.14 PROJECT CONTROL SYSTEMS AND REPORTING REQUIREMENTS

(a) Project Control System

The Contractor shall establish, maintain and use a project control system that is tailored based on the project's size, risk and complexity. Project documentation requirements are tailored by degree of detail, not omitted entirely. The project control system shall reflect the project status relative to cost and schedule performance, and tracks changes to 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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Scott D. Langston
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 08/29/2012

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SAVANNAH RIVER REMEDIATION LLC

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	<p>the baseline. This system shall be fully integrated with the financial accounting system to ensure consistent reporting of costs. The Contractor shall maintain a project control system in accordance with the following requirements:</p> <ol style="list-style-type: none"> 1. Attachment 1 to DOE Order 413.3A, Program and Project Management for the Acquisition of Capital Assets, July 28, 2006, and its implementing manual, DOE Manual 413.3-1. 2. Integrated Planning, Accountability, and Budgeting System Information Systems (IPABS-IS) Data Requirements, February 16, 1999. 3. Primavera Project Manager Version 5.0, or as may be directed by the CO, for scheduling activities to ensure standardization as required by DOE-EM and to allow integration with the EM Integrated Schedule. 4. Costs incurred in performance of this contract shall be reported in compliance with the Environmental Cost Element Structure (ECES), ASTM International Designation E: 2150-04 and in a format ready for incorporation into DOE's Environmental Cost Analysis System (ECAS) database. <p>The Contractor shall provide the CO with a detailed written description of the proposed project control system for review and approval within sixty (60) days after award of this contract. Cost effective, graded application of controls will be a critical factor in determining acceptability of the proposed system. The DOE COR or designated representatives will conduct a compliance review of the Contractor's proposed project control system to determine if the description and procedures meet the intent of this contract clause. The Contractor shall provide the Contracting Officer, or designated authorized representatives, access to any and all information and documents comprising the Contractor's project control and reporting system.</p> <p>(b) Baseline Development and Cost Collection.</p> <p>(Mod 029) The Contractor shall develop and submit Continued ...</p>				

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	<p>for approval by the CO, a baseline consistent with the terms and conditions of this contract including H.50 Performance Requirements and its proposal no later than 6 months after award.</p> <p>Any deficiencies must be corrected by the Contractor and the revised baseline shall be submitted to the CO by June 30, 2010. (Mod 027) The baseline shall include all of the scope identified in the SOW. The Work Breakdown Structure (WBS) shall provide the basis for all project control system components, including estimating, scheduling, budgeting, performing, managing, and reporting, as required under this contract. The Contractor shall propose a WBS and dictionary that represents the SOW.</p> <p>The Contractor shall develop a Risk Management Plan (RMP) that identifies internal and external risks to achieving the project baseline including programmatic, operational, legislative, regulatory, institutional, and other requirements, constraints, and assumptions that may affect technical, schedule, and cost baselines. The RMP will define, analyze and provide a quantitative assessment of potential technical, performance, cost and schedule risks, as well as document actions taken and planned to mitigate potential impacts to scope execution. The Contractor shall provide its assessment of the impact of these uncertainties on project execution. If, in the Contractor's opinion, the risks are significant, the Contractor shall describe its approach to eliminate, avoid, or mitigate the risks. When developing approaches to eliminate, avoid or mitigate risks, the Contractor shall propose an allocation of risk responsibility to the organization best suited to manage the risk. The RMP shall be submitted with the Contract Performance Baseline and updated at least annually.</p> <p>Cost estimates shall be integrated with the WBS and use estimating methodologies consistent with DOE Order 413.3A. Costs shall be discernible by direct, indirect and fee. The project control system must maintain capability to provide total estimated cost (TEC), total project cost (TPC), estimates-to-complete (ETC), and estimates-at-completion (EAC). The cost estimate Continued ...</p>				

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	<p>format elements shall be compatible with ECES, ASTM International Designation E: 2150-04.</p> <p>Schedules shall be developed that integrate with the WBS using the DOE standard project management software. All project work scope shall be included regardless of funding source. Each WBS element will have assigned duration that will be based on work scope. Activity logic links shall depict all work scope constraints and decision points and shall be integrated into a total project network schedule. Activities shall be resource loaded at the lowest practical level of the WBS to develop time-phased budgets that are integrated with the schedule. Labor resources shall be loaded based upon a staffing analysis. Float analysis will be summarized at the total project level. Project management systems and baseline network schedules shall have the capability to provide detailed schedule and cost analysis for alternative baselines or "what-if" scenarios. This analysis capability is separate from and in addition to baseline change and configuration control processes.</p> <p>The Contractor shall analyze DOE proposed or directed funding changes for its impact on technical, schedule, and cost elements of the baseline, along with potential impacts to the total estimated cost and schedule of the contract. Any Contractor-requested changes or DOE-directed changes shall be addressed through the established change control process. This process will not, in and of itself, have the authority to change the total estimated cost or schedule of the contract.</p> <p>Prior to the release of funds for each fiscal year, DOE will analyze the baseline for that fiscal year. By June 30 each year, DOE will provide an estimate of any budget restrictions or specific technical or schedule guidance for the upcoming fiscal years through the remainder of the project.</p> <p>The Contractor shall prepare a project performance forecast three months prior to the end of the fiscal year for all remaining fiscal years from the approved project baseline.</p> <p>Continued ...</p>				

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	<p>The Contractor shall provide variance justification for differences between planned and actual performance against the total project baseline and the estimated cost and schedule. Performance analysis techniques shall be documented using earned-value methods as described by ANSI/EIA 748-A-1998.</p> <p>This performance data shall be reported to DOE. Performance metrics (i.e., quantities) are preferred for all technical works cope unless otherwise approved by the CO. For variances greater than 10%, the analysis shall detail the causes for variance and corrective action required.</p> <p>The EAC for the fiscal year shall be evaluated quarterly to ensure that it is consistent with observed trends in performance, emerging or resolved issues, and changes in the assessment of project risk.</p> <p>All actual direct costs incurred for resources applied in the performance of work shall be recorded on a timely basis each month. Actual costs incurred must be recorded in the same accounting period that performance is measured and recorded. Any indirect costs shall also be collected and allocated to the appropriate cost elements. The Contractor must also maintain a proper accounting system that is separate and distinct from its project control system. Costs shall be collected at a charge number level and be able to be summarized. Mischarges on time cards or other administrative or accounting errors shall be corrected in a timely manner.</p> <p>(c) Project Reporting.</p> <p>The Contractor shall provide quarterly status reports of the PBS in a format approved by the CO. The status shall include cost and schedule variance to the Project Baseline Summary (PBS), the status of major milestones, and critical technical or programmatic issues. This report shall also include overall narrative summaries, analysis of schedule trends and project float, analysis of critical manpower skills of other resources, budget and funding figures, and project risk updates. The analysis of funds Continued ...</p>				

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	<p>expenditure shall include a report of monthly and cumulative costs of performance by cost element in a format compatible with ECES and ready for incorporation into the ECAS database by DOE.</p> <p>Plans and reports shall be prepared in such a manner as to provide for consistency with the contract SOW, the baseline, and the approved PBS. The Contractor's reporting system shall be able to provide for the following at the total PBS level:</p> <ul style="list-style-type: none"> • Timely incorporation of contractual changes affecting estimated cost and schedule; • Reconciliation of estimated costs for those elements of the PBS with current performance measurement budgets in terms of changes to the authorized work and internal re-planning; • Changes to records pertaining to work performed that will change previously reported costs for correction of errors and routine accounting adjustments; and • Revisions to the contract estimated costs for Government-directed changes to the contractual effort. <p>The Contractor shall provide the CO, or designated authorized representatives, access to any and all information and documents comprising the Contractor's project control and reporting system. Generally, access will not be requested more than one level below the level chosen by the CO for control and approval authority, except during compliance reviews.</p> <p>The Contractor shall include graded reporting requirements in all subcontracts adequate to fairly evaluate performance and support the Contractor's reporting requirements.</p> <p>(d) Baseline Change Management.</p> <p>The baseline is the source document for all project control and baseline change management. The processes for managing and administering changes to all elements of the baseline shall be timely, formal, and documented. Baseline changes Continued ...</p>				

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	<p>shall be proposed when:</p> <ul style="list-style-type: none"> Necessitated by project delays, events or other impacts outside the control of the Contractor that result in an impact to the Contractor's ability to meet the overall target cost and schedule and target fee structure; The parties have negotiated an equitable adjustment in accordance with the section I clause entitled, "Changes - Cost Reimbursement" or other clauses of this contract. <p>NOTE: Cost and schedule variances do not constitute or necessitate a baseline change. Provided that the change does not affect total cost or schedule for the reasons stated above, the baseline change control thresholds for scope, cost and schedule shall be the lesser of the following:</p> <p>DOE Headquarters \$10,000,000 or 20% of the PBS annually Local DOE \$5,000,000 or 10% of the PBS annually Contractor Up to the local DOE Level</p> <p>Additional work scope can only be authorized by the CO regardless of the threshold level.</p> <p>The current year EAC Analysis shall track and manage changes in funding at the PBS level.</p> <p>Specific change control time frames for consideration and approval will be established by the CO. Each change control threshold level shall accommodate emergency changes. Retroactive changes that affect schedule and cost performance data are not allowed except to correct administrative errors.</p> <p>A record of all approved changes, at any level, shall be maintained through the life of the project. Change control records shall maintain a clear distinction between approved changes in funding and baseline changes. Ownership of Change Control Board records and project management records reside with DOE. Any changes to cost, schedule, or fee shall be executed only through a contract modification by the CO pursuant to the contract terms and conditions. Baseline changes Continued ...</p>				

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	<p>will not imply the need for changes to cost, schedule, or fee.</p> <p>If a contract modification has been executed the BCP(s) (specific to the changes authorized by the modification) will be transmitted as information only and will not require additional approval by the DOE-SR Change Control Board (CCB).</p> <p>B. The Contractor hereby releases the Government from any and all liability under this contract for equitable adjustment attributable to such facts or circumstances giving rise to the modification agreed to herein.</p> <p>C. All other terms and conditions remain unchanged.</p>				