

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES  
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2. AMENDMENT/MODIFICATION NO.  
M046

3. EFFECTIVE DATE  
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

ISSUED BY  
Office of Civilian Radio Active Waste Management  
P.O. Box 364629  
Las Vegas, NV 89036-8629

CODE

7. ADMINISTERED BY (if other than item 6) CODE  
Office of Civilian Radio Active Waste Management  
P.O. Box 364629  
Las Vegas, NV 89036-8629

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

Bechtel SAIC Company, LLC  
1180 Town Center Drive  
Las Vegas, NV 89144

EXECUTED COPY

(v)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.  
DE-AC28-01RW12101

10B. DATED (SEE ITEM 13)

11/14/00

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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_, 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.

- (v) 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:  
Contract Clause B.3 (c)(7), Estimated Cost and Fee; Contract Clause DEAR 970.5243-1, Changes
- D. OTHER (Specify type of modification and authority)

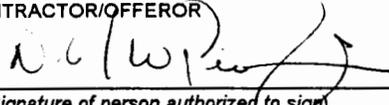
E. IMPORTANT: Contractor X is not,    is required to sign this document and return 3 copies to the issuing office.

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

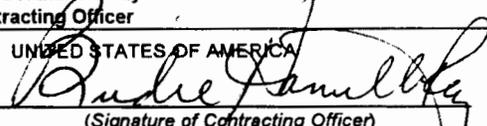
Except as provided herein, all terms and conditions of the document referenced in Item 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  
Donald W. Pearman, Jr.  
Vice President and General Manager

16. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Birdie Hamilton-Ray  
Contracting Officer

15B. CONTRACTOR/OFFEROR  
  
(Signature of person authorized to sign)

15C. DATE SIGNED  
6-30-03

16B. UNITED STATES OF AMERICA  
BY   
(Signature of Contracting Officer)

16C. DATE SIGNED  
7/1/03

The purpose of this modification is to revise Part I, Section B, Supplies or Services and Price/Cost, of the contract.

Contract No. DE-AC08-01RW12101 is hereby modified as follows:

1. Part I, Section B, Supplies or Services and Price/Cost, is revised and replaced in accordance with Clause B.3, ESTIMATED COST AND FEE, paragraph (c)(9), add subparagraphs (d) through (f) to read as follows:

(d) Provisional Progress Payments:

Provisional progress payments may be made for any of the first three multi-year PBIs, as described in paragraph B.3 (c)(4) above, at the discretion of the CO. This would normally occur when there is more than 12 months between multi-year PBIs.

(e) Late Multi-Year and Short-Term PBIs:

Fee may be reduced up to 5% for every working day the milestone slips. Up to 100% of the fee may be withheld, at the discretion of DOE, should the milestone deliverable not meet the expectations defined in the PEMP. This applies to both short-term and multi-year PBIs.

(f) Short-term PBIs:

- (i) The amount of fee for the short-term PBIs for the period 7/1/03 through 9/30/03, shall not exceed \$8.5M, unless such change is negotiated by the Contracting Officer.
- (ii) Of the maximum \$8.5M available, \$4.25M shall be available to be "earned" based on selected objective level-3 milestones/activities/products. Any fee not earned due to a milestone/activity/product slippage (agreed to by DOE), the milestone/activity/product and fee shall move to a subsequent period and be in addition to the \$8.5M maximum. Should a short-term PBI be deleted, its related fee shall be added to the progress payment available for that period. Should the BSC not achieve short-term PBIs that are within their control, the fee assigned to that PBI will be lost as described in paragraph (e) above. Requests for milestone/activity/deliverable relief must be submitted to DOE no less than 45 days prior to the due date of the milestone/activity/deliverable unless extenuating circumstances preclude a timely request.

- (iii) Of the \$8.5M, \$4.25M shall be available for progress payment toward meeting the License Application and License Application Passes Acceptance Review milestones. Progress will be measured based on "earned value" against critical path activities and other criteria identified in PBI 1-2 and 1-3.
- (iv) Estimated contract value, maximum available fee, fee allocation to multi-year milestones and dates for the second and third milestones will be established after Site designation and FY 2003 appropriation.

The revised Section B is represented as Attachment 1 to this modification.

2. Except as provided herein, all terms and conditions of the document referenced in 10A of the Standard Form 30, as heretofore changed, remain unchanged and in full force and effect.