

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF 1 2
2. AMENDMENT/MODIFICATION NO. A012	3. EFFECTIVE DATE See Block 16.C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY National Nuclear Security Administration (NNSA) Nevada Site Office P.O. Box 98518 Las Vegas, NV 89193-8518		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Navarro Nevada Environmental Services Navarro Nevada Environmental Services, LLC. 669 Emory Valley Road Oak Ridge, TN 37830-6806		(✓)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC52-09NA28091	
			10B. DATED (SEE ITEM 13) 01/01/09	
CODE	FACILITY CODE			

EXECUTED COPY

14. 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 _____ 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) _____

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT /ORDER NO. AS DESCRIBED IN ITEM 14.

(✓) 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:

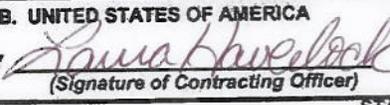
X D. OTHER (Specify type of modification and authority)
Mutual Agreement of the Parties

E. IMPORTANT: Contractor is not, is required to sign 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.)

SEE 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) Jeff Savers, Boardmember	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Laura J. Haverlock, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12-29-2009
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 12/30/09

A. The purpose of this modification is to incorporate the below clause into the contract as mutually agreed. All other terms and conditions remain the same.

H100 – Adjustment of Fee

As stated in H002, paragraph (b), requires the Contacting Officer and Contractor to negotiate the total available fee based on the requirements for the year prior to the beginning of each fiscal year (or other appropriate period). The fee to be negotiated must be based on costs that have not already been incurred. Negotiation of the total available fee shall be based on the fiscal year planning documents, and any changes thereof. The negotiations for fee shall be based on the DPLH estimated to accomplish the requirements.

The DPLH are defined as actual hours worked, exclusive of vacation, holidays, sick leave, and other absences. The DPLH are inclusive of clerical and administrative, and overtime, plus all subcontract and consultant support. Based upon the initial Government requirements, the estimated DPLH for the period of performance are as follows:

Year	DPLH
Year 1	143,741
Year 2	120,228
Base Period	263,969
Option 1	123,168
Option 2	117,726
Option 3	96,811

At the beginning of each fiscal year, and when major requirements are added, the Government and the Contractor shall negotiate the total available fee pool (which will be split between award and incentive fee in accordance with H002, paragraph (b)(2).

In the event the cumulative estimate DPLH for the year is within the range of 90% to 110% of the original DPLH (the basis of the initial fee), no adjustment in fee shall be allowed. In the event the cumulative estimated DPLH is greater than 110% of the basis of the initial fee, the Government and the Contractor shall negotiate an appropriate upward adjustment in fee. In the event the cumulative estimate of DPLH is less than 90% of the basis of the initial fee, the Government and the Contractor shall negotiate an appropriate downward adjustment in fee.

End of Modification