AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE 1 OF PAGES 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
A008	See Block 16C		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Department of Energy Nevada Operations Office P.O. Box 98518 Las Vegas, NV 89193-8518		U.S. Department of Energy Yucca Mountain Site Characterization Office P.O. Box 30307 Las Vegas, NV 89036	

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

CODE | FACILITY CODE

(✓)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (*SEE ITEM 11*)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AC08-01RW12101**
	10B. DATED (*SEE ITEM 13*) **11/14/00**

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 amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (*If required*):
(See attached Approved Funding Program Nos. 10, 11, & 12 for FY 2001)

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **Bilateral - Pub. L. 95-91, DEAR 970-5204-15 ,Obligation of Funds (MAY 2000)** and mutual agreement of the parties.
	D. OTHER (*Specify type of modification and authority*)

E. **IMPORTANT:** Contractor _is not, _X 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*)		16. NAME AND TITLE OF CONTRACTING OFFICER (*Type or print*	
Don W. Pearman Deputy General Manager		**Birdie Hamilton-Ray** **Contracting Officer**	
15B. CONTRACTOR/OFFEROR D. W. Pearman (*Signature of person authorized to sign*)	15C. DATE SIGNED 5/31/01	16B. UNITED STATES OF AMERICA BY Birdie Hamilton-Ray (*Signature of Contracting Officer*)	16C. DATE SIGNED 5/31/01

NSN 7540-01-152-807030-105
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SF FORM 30

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to incorporate Approved Funding Program (AFP) numbers 10, 11,& 12; change the contract Award Business Instrument Number; revise Clause H.35; and incorporate Revision 01 to Work Authorization Directives YMP0021 and QA00021.

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

1. Clause B.3, ESTIMATED COST AND FEE paragraph (b), is revised to reflect an inter/intra office transfer of $7,197,984, and an increase of $19,848,093 in WAD YMP0021, WAD QA00021, IWO 98IDSNF06 , IWO NVA0800, IWO NV900101, WAD ICGR (99-ICGR), and BSC Support to BN, which appears on Approved Funding Program (AFP) numbers 10, 11, & 12 of fiscal year 2001.

2. As a result of the aforementioned revision per Clause B.3, ESTIMATED COST AND FEE , paragraph (a)(1), there is a net increase in the estimated cost of $27,046,077. Therefore, the estimated cost for fiscal year 2001 is revised from $137,990,856 to $165,036,933.

Accordingly, Clause B.3 is revised as follows:

(b) The estimated cost of the specified contract period, exclusive of the base and award fees, if any, is as follows:

Estimated Cost

Contract Period: November 14, 2000, through September 30, 2001

Contract Line Items

Summary of Direct Costs

I.	Mission	
	a. Yucca Mountain (YMP0021, Rev. 01)	$155,890,000
	b. Acceptance Transportation and Integration (WAS0011, Rev.00)	$894,000
	c. Program Management & Administration (PMA0011, Rev.00)	$2,056,000
	d. Information Management (HRA0011, Rev.00)	$2,032,000
	e. Plutonium Disposition (MD1011, Rev.00)	$105,000
	f. Quality Assurance (QA00021, Rev.01)	$5,167,000
	g. IWO 98IDSNF06 (FY01)	$1,470,765
	h. IWO NVA0800 (FY01)	$290, 935
	i. IWO NV900101 (FY01)	$48,000
	j. ICGR (99-ICGR, Rev. 02)	$262,103
	k. BSC Support to BN	$52,610
Total FY 2001 WAD		$168,268,413
	Inter/intra-office transfers during FY01	($12,984,480)
II.	Waste Management and Restoration	$0

III.	Construction Programs	$0
IV.	Work for Others	$0
V.	Site Support	$0
VI.	Maintenance	$0
VII.	Reimbursable Work	$0
VIII.	Administration a. Lease Termination Liability Reductions	$0
FY 2001 Estimated Costs		$155,283,933
Yucca Mountain Transition Cost (T100011, Rev.01)		$9,753,000
Grand Total Estimated Costs (inception-to-date)		**$165,036,933**

3. This modification implements changes in contract funding pursuant to AFP numbers 10, 11, & 12 for fiscal year 2001. AFP numbers 10, 11, & 12 appears as Attachment 1 to this modification. The AFP stipulates the appropriate budget and reporting code distribution of the incremental funding identified below. The following is a summary of funding changes in AFP numbers 10, 11, & 12:

AFP No.	Activities	Amount
10	Incremental Funding	$0
10	Inter/Intra Office Transfers	($160,000)
11	Incremental Funding	$16,021,650.46
11	Inter/Intra Office Transfers	$14,471,024.02
12	Incremental Funding*	$47,385,374.52
12	Inter/Intra Office Transfers	($6,374,049)
	Total	$71,344,000

*Includes provisional fee for two quarters (Apr – Sep 01) in the amount of $19,878,750.

In accordance with changes in AFP numbers 10, 11, & 12, funds in the amount of $71,344,000 are hereby obligated to the contract. The total amount of obligated funds from contract inception-to-date is therefore increased from $112,130,000 by $71,344,000 to $183,474,000. Therefore, Clause B.2, OBLIGATION OF FUNDS, is revised to read as follows:

Pursuant to the clause entitled ,'Obligation of Funds', total funds in the amount of $183,474,000 have been allotted for obligation and are available for payment of allowable costs and any fees to be incurred from the effective date of this contract through the period estimated to end March 31, 2006.

4. Clause H.35 – ENVIRONMENT, SAFETY, AND HEALTH, Part I – The Schedule, Section H, Special Contract Requirements is revised to clarify the language requiring contractor submission of an integrated safety management system document. The language is being changed to provide consistency with Clause I.67, Conditional Payment of Fee, Profit, or Incentives. The revised clause appears as Attachment 2 to this modification.

5. The contract Award Business Instrument Number, initiating office code (positions eleven and twelve) is changed to reflect the correct initiating office. The contract number as currently reads DE-AC08-01**NV**12101 is hereby changed to read DE-AC08-01**RW**12101. The new contract number is to be used on all future correspondence.

6. 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.