

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 036	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09FE003322	5. PROJECT NO. (If applicable)	
6. ISSUED BY SPRO U.S. Department of Energy SPRO 900 Commerce Road East US 492 New Orleans LA 70123	CODE 01601	7. ADMINISTERED BY (If other than Item 6) SPRO U.S. Department of Energy SPRO 900 Commerce Road East US 492 New Orleans LA 70123	CODE 01601	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DELTA-CRITIQUE JOINT VENTURE Attn: EARL WASHINGTON 900 Commerce Road East NEW ORLEANS LA 70123		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 128204208 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC96-06PO92716	10B. DATED (SEE ITEM 11) 08/11/2006	

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) Net Increase: \$90,000.00

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: Various Clauses listed below and Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

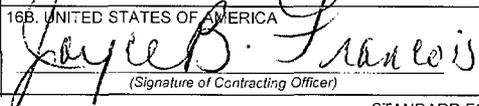
E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

Bilateral modification pursuant to the authority of clauses H.7 Ordering Procedures, I.28-FAR 52.216-7 "Allowable Cost & Payment", I.66-FAR 52.232-22 "Limitation of Funds".

A. Reference Section B., B.2-Indefinite Delivery/Indefinite Quantity, Cost Estimate, and Performance Fees - The Professional Direct Productive Labor Hours (DPLH) for Base Contract Year 3 have been increased by 600 from 26,144 to 26,744 for the continued support of the DOE's 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) Louis J. DEFUSCO, Project Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Joyce B. Francois
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 4/28/09
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 4/29/09

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC96-06PO92716/036

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NAME OF OFFEROR OR CONTRACTOR
DELTA-CRITIQUE JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Security and Emergency Operations Division. As a result, the total DPLH for Base and Option periods have been increased by 600 from 235,484 to 236,084.</p> <p>B. Reference Section B., B.4-Estimated Cost and Fee - The Estimated Costs for the 3rd Year Base Award have been increased by \$90,000 from \$3,025,561 to \$3,115,561. The Total Base Period Estimated Costs have been increased by \$90,000 from \$8,228,018 to \$8,318,018. The Total Costs and Fee(s) for the Base Period have been increased by \$90,000 from \$8,794,614 to \$8,884,614.</p> <p>C. Reference Section B., B.5-Obligation of Funds - The total available funds are increased by \$90,000 from \$7,816,471 to \$7,906,471. (Revised Section B pages attached)</p> <p>Subj to Retent: N LIST OF CHANGES: Total Amount for this Modification: \$90,000.00 New Total Amount for the Base Award: \$8,884,614 New Total Obligated Amount is: \$7,906,471.00</p> <p>FOB: Destination <i>11/01</i> Period of Performance: 08/11 <i>11/01</i> /2006 to 10/31/2009</p> <p>Change Item 00001 to read as follows (amount shown is the total amount):</p> <p>FOR OFFICIAL USE ONLY</p> <p>00001 TECHNICAL AND MANAGEMENT SUPPORT SERVICES</p> <p>Line item value is \$8,346,068.00</p> <p>Incrementally Funded Amount: \$5,027,967.00</p> <p>Amount: \$3,822,101.00</p> <p>Amount: \$2,062,376.00</p> <p>Amount: \$2,461,591.00</p> <p>Amount: \$0.00</p>				<p>8,346,068.00 <i>BF</i></p>

4/28/09

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B.2 INDEFINITE DELIVERY/INDEFINITE QUANTITY, COST ESTIMATE, AND PERFORMANCE FEES

The work described in Paragraph B.1 is contracted for the entire term of the contract. The work shall be accomplished on the basis of an indefinite delivery/indefinite quantity contract. The total minimum guaranteed quantity is 132,360 direct productive labor hours (DPLH). The Cost Estimate shall consist of the Contractor's (DPLH) expended in performance of the contract. The Contractor shall use 236,084 DPLH as the total estimated quantity of labor hours that will be ordered under this contract. The maximum DPLH that can be ordered under this contract, including the base period and option years is 236,084. Fee proposals shall be based upon this estimated quantity of labor hours to be ordered. The Contractor shall be obligated to perform all required work during the term of the contract even if DPLH in addition to that set forth below are required; however, the Contractor shall not be required to perform such additional DPLH until added to the contract by the Contracting Officer. There is no guarantee, however, that all of the estimated DPLH will be required during the term of the contract or that any additional DPLH will be added. If the total estimated quantity of labor hours are not ordered, the total available fee shall be reduced accordingly.

DPLH are defined as actual work exclusive of vacation, holiday, sick leave, administrative leave, and other absences. The Contractor shall keep complete and accurate records on the DPLH charged to this account.

It is anticipated that in the event additional DPLH are required in performance of the work during the term of the contract, a Request for Proposal will be issued to the Contractor for the additional DPLH. The parties will negotiate an equitable adjustment in estimated cost and fee for the additional DPLH and modify the contract appropriately. Failure of the parties to agree to an equitable adjustment for the additional DPLH shall constitute a "dispute" within the meaning of Section I, Clause I.70, entitled "Disputes, Alternate I" in Section I of the contract. The Contracting Officer shall unilaterally adjust the contract to incorporate the additional DPLH and estimated cost and fee, and the Contractor shall proceed diligently with the performance of the contract in accordance with the Contracting Officer's decision rendered pursuant to Section I, Clause I.70.

If the total estimated DPLH quantity is not ordered, the fee shall be reduced in the same proportion as labor hours actually ordered to the estimated labor hours.

In performance of Task Assignments issued hereunder during the contract period shown below, the DPLH, estimated cost, and performance fees are as follows:

	<u>Professional</u> (DPLH) (1,840)	<u>Non-Professional</u> (DPLH) (1,840)	<u>Key Personnel</u> (DPLH)	<u>Total</u> (DPLH)
Base Contract – Year 1	22,080	18,400	3,680	44,160
Base Contract – Year 2	23,308	19,024	3,680	46,012
Base Contract – Year 3	26,744	19,648	3,680	50,072
Option Year 1	25,840	18,400	3,680	47,920
Option Year 2	25,840	18,400	3,680	47,920
TOTAL	123,812	93,872	18,400	236,084

Professional includes any person involved in discharging the duties of a position under this contract having a recognized status based on the individual's acquiring knowledge through prolonged study. This category includes bona fide executive, administrative, or professional employees, as defined in 29 CFR Part 541.

Non-professional includes any person involved in discharging the duties of a position under this contract other than a bona fide executive, administrative, or professional position, as defined in 29 CFR Part 541.

2. Section B.4 is modified to read as follows:

B.4 ESTIMATED COST AND FEE

a. The estimated cost (includes total available fee) for this contract is as follows:

ESTIMATED COSTS AND FEE(S)							
Estimated Costs and Fee(s)	1st Year Base Award 11/01/06 through 10/31/07	2 nd Year Base Award 11/01/07 through 10/31/08	3 rd Year Base Award 11/01/08 through 10/31/09	Total Base Period 11/01/06 through 10/31/09	Option Year 1 11/01/09 through 10/31/10	Option Year 2 11/01/10 through 10/31/11	Total Contract Value
Estimated Costs	\$2,477,024	\$2,725,433	\$3,115,561	\$8,318,018	\$2,781,253	\$2,844,616	\$13,943,887
Base Fee	\$4,160	\$7,688	\$13,195	\$25,043	\$2,377	\$2,458	\$29,878
Performance Fee	\$167,816	\$178,178	\$195,559	\$541,553	\$195,848	\$200,247	\$937,648
Total Fee Available	\$171,976	\$185,866	\$208,754	\$566,596	\$198,225	\$202,705	\$967,526
Total Costs and Fee(s)	\$2,649,000	\$2,911,299	\$3,324,315	\$8,884,614	\$2,979,478	\$3,047,321	\$14,911,413

b. The estimated cost for the Phase In period is \$ 00. There will be no fee paid for the Phase In period.

c. The total estimated cost of this contract for the Base Period is increased by \$90,000 from \$8,228,018 to \$8,318,018. The Base Fee for the Base Period remains \$25,043. The Performance Fee for the Base Period remains \$541,553. The total cost and fee(s) for the base period are increased by \$90,000 from \$8,794,614 to \$8,884,614.

B.5 OBLIGATION OF FUNDS-The total available funds are increased by \$90,000 from \$7,816,471 to \$7,906,471 for payment of allowable cost from the contract award through July 2009.