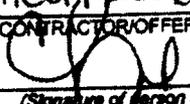
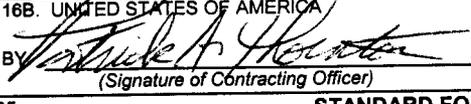


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE T&M Contract	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 018	3. EFFECTIVE DATE See Block 16.c.	4. REQUISITION/PURCHASE REQ. NO. 09IM000574	5. PROJECT NO. (If applicable)	
6. ISSUED BY US Department of Energy Office of Headquarters Procurement Services 1000 Independence Ave, SW/MA-641 Washington, D.C. 20585 Attn: Patrick A. Thornton	CODE MA-641	7. ADMINISTERED BY (If other than Item 6) Same as block 6 Telephone#: (202)287-1532 Fax (202) 287-1456/1457	CODE MA-641	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Energy Enterprise Solutions LLC 20440 Century Blvd., Suite 150 ATTN: Ms. Eileen Lake Germantown MD 20874 TIN 20-1829526 DUNS: 170309582 Ph. (301) 444-1339 Fax: (301) 916-0066		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AM01-06IM00054	
			10B. DATED (SEE ITEM 13) 12/05/2005	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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)			B/NC A311	
Not Applicable. No Changes.				
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: Clause I.1, "Changes—Time & Materials or Labor Hours, FAR 52.243-3			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this Modification is to increase the awarded Master Contract Not-to-Exceed (NTE) Ceiling Value by \$50,000,000.00, from \$603,718,033.00 as stated in Modification 015 to \$653,718,033.00, in order to accommodate a projected requirement surge in support of the American Recovery and Reinvestment Act (ARRA). The \$19,000,000.00 NTE Ceiling increase is allocated as follows: \$39,000,000.00 to the DPLH Pool and \$11,000,000.00 to the ODC Pool. The Maximum Potential Master Contract NTE Ceiling is therefore also increased by \$50,000,000.00, from \$1,011,633,778.00 to \$1,061,633,778.00. Prior and revised tables are on page 3 hereof. As with prior increases to NTE Ceiling Value, the purpose of this increase is to accommodate a higher level of contract effort than was originally projected; there is no change to the scope of work as reflected in the awarded Performance Work Statement. The Revised table is hereby incorporated into Clause B.4, Ceiling Price of Contract, superseding the table incorporated by Modification 015. The awarded Ceiling Value represents the Phase-in Period, two-year Base Period and Option Periods 1 and 2. Option Period 2 (April 4,2009-April 4, 2010)is currently active. There is no change to the awarded cumulative Master Contract Period of Performance, which is December 5, 2005-April 4, 2010 inclusive. There are no other changes to contract terms and conditions except as set forth herein.				
15A. NAME AND TITLE OF SIGNER (Type or print) Eileen Lake Contracts Mgr.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Patrick A. Thornton Contracting Officer		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 5/14/09		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
				16C. DATE SIGNED MAY 14 2009

1. Master Contract Not-to-Exceed Ceiling Increase. The purpose of this Modification is to incorporate an increase of \$50,000,000.00 to the NTE Ceiling Value of Option Period 2, as stated on page 1. This increase is allocated as follows: \$39,000,000.00 to DPLH and \$11,000,000.00 to ODC. This action increases the total Option Period 2 NTE Ceiling Value from \$131,508,061.00 to \$181,508,061.00. The Option Period 2 DPLH Pool NTE Ceiling is increased from \$101,928,061.00 to \$140,928,061.00 and the Option Period 2 ODC Pool NTE Ceiling is increased from \$29,580,000.00 to \$40,580,000.00.

This action also increases the Master Contract Awarded NTE Ceiling from \$603,718,033.00 as stated in Modification 015 (the Phase-in Period, two-year Base Period and Option Periods 1 and 2) to \$653,718.033.00, and the Maximum Potential Master Contract NTE Ceiling from \$1,011,633,778.00 to \$1,061,633,778.00.

As with the prior increases to the Option Period 1 NTE Ceiling Value, the purpose of this increase is to accommodate a higher level of contract effort than was originally projected. There is no change to the scope of work as reflected in the awarded Performance Work Statement. The changed values are addressed by the Prior and Revised NTE Ceiling tables attached as page 3 of this Modification. Changed values in the Revised table are in italics.

3. Conclusion. There are no other changes to Master Contract terms and provisions except as set forth above and in the tables on page 3 of this Modification.

NTE Ceiling Increase for ARRA Effort, Option Period 2

FROM:**AWARDED:**

<u>Contract Period</u>	<u>DPLH NTE Ceiling</u>	<u>ODC NTE Ceiling</u>	<u>Total NTE Ceiling</u>
Phase In Period	\$2,024,523.97	\$207,782.03	\$2,232,306.00
Base Period Year 1	\$103,489,407.00	\$29,580,000.00	\$133,069,407.00
Base Period Year 2	\$114,422,176.02	\$36,102,139.98	\$150,524,316.00
Option Period 1	\$143,116,312.00	\$43,267,631.00	\$186,383,943.00
Option Period 2	<u>\$101,928,061.00</u>	<u>\$29,580,000.00</u>	<u>\$131,508,061.00</u>
Awarded NTE Totals:	\$464,980,479.99	\$138,737,553.01	\$603,718,033.00

UNAWARDED:

<u>Contract Period</u>	<u>DPLH NTE Ceiling</u>	<u>ODC NTE Ceiling</u>	<u>Total NTE Ceiling</u>
Option Period 3	\$104,115,903.00	\$29,580,000.00	\$133,695,903.00
Award Term Option 1	\$53,184,690.00	\$14,790,000.00	\$67,974,690.00
Award Term Option 2	\$53,184,690.00	\$14,790,000.00	\$67,974,690.00
Award Term Option 3	\$54,345,231.00	\$14,790,000.00	\$69,135,231.00
Award Term Option 4	<u>\$54,345,231.00</u>	<u>\$14,790,000.00</u>	<u>\$69,135,231.00</u>
Unawarded NTE Totals:	\$319,175,745.00	\$88,740,000.00	\$407,915,745.00
	=====	=====	=====
Master Contract Totals:	\$784,156,224.99	\$227,477,553.01	\$1,011,633,778.00

Note: Award Term Options are six months in length; other options are one year.

TO:***AWARDED:**

<u>Contract Period</u>	<u>DPLH NTE Ceiling</u>	<u>ODC NTE Ceiling</u>	<u>Total NTE Ceiling</u>
Phase In Period	\$2,024,523.97	\$207,782.03	\$2,232,306.00
Base Period Year 1	\$103,489,407.00	\$29,580,000.00	\$133,069,407.00
Base Period Year 2	\$114,422,176.02	\$36,102,139.98	\$150,524,316.00
Option Period 1	\$143,116,312.00	\$43,267,631.00	\$186,383,943.00
<i>Option Period 2*</i>	<u><i>\$140,928,061.00</i></u>	<u><i>\$40,580,000.00</i></u>	<u><i>\$181,508,061.00</i></u>
<i>Awarded NTE Totals:*</i>	<i>\$503,980,479.99</i>	<i>\$149,737,553.01</i>	<i>\$653,718,033.00</i>

UNAWARDED:

<u>Contract Period</u>	<u>DPLH NTE Ceiling</u>	<u>ODC NTE Ceiling</u>	<u>Total NTE Ceiling</u>
Option Period 3	\$104,115,903.00	\$29,580,000.00	\$133,695,903.00
Award Term Option 1	\$53,184,690.00	\$14,790,000.00	\$67,974,690.00
Award Term Option 2	\$53,184,690.00	\$14,790,000.00	\$67,974,690.00
Award Term Option 3	\$54,345,231.00	\$14,790,000.00	\$69,135,231.00
Award Term Option 4	<u>\$54,345,231.00</u>	<u>\$14,790,000.00</u>	<u>\$69,135,231.00</u>
Unawarded NTE Totals:	\$319,175,745.00	\$88,740,000.00	\$407,915,745.00
	=====	=====	=====
<i>Master Contract Totals:*</i>	<i>\$823,156,224.99</i>	<i>\$238,477,553.01</i>	<i>\$1,061,633,778.00</i>

* changed items in italics.