

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF 1	PAGES 8
2. AMENDMENT/MODIFICATION NO A024	3. EFFECTIVE DATE See Block 16.C.	4. REQUISITION/PURCHASE REQ. NO 08SR22470	5. PROJECT NO. (if applicable)	
6. ISSUED BY U.S. DEPARTMENT OF ENERGY Savannah River Operations Office Office of Contracts Management P.O. Box A, Aiken, SC 29802	CODE 8900 - 09	7. ADMINISTERED BY (if other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Savannah River Nuclear Solutions, LLC 6160 Woodside Executive Court Aiken, SC 29803		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 13) January 10, 2008	

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 ___ copy 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 your desire to change an offer already submitted, such change may be 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)
See Page 2

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

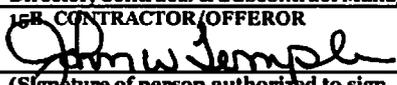
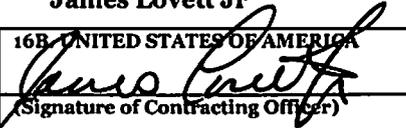
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in 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: DEAR 970.5232-4 Obligation of Funds (DEC 2000), Section H-54 Work Authorization System and Mutual Agreement of the Parties
<input type="checkbox"/>	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.)

(continued on Page 2)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) JOHN W. TEMPLE Director, Contracts & Subcontract Management		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James Lovett Jr	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 4/8/09	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 4-8-09

Block 12 "ACCOUNTING AND APPROPRIATIONS DATA, continued.

Funds Obligated for Recovery Act Projects:

<u>Fund</u>	<u>B&R Code</u>	<u>Year</u>	<u>SGL</u>	<u>Dollar</u>
EZ	FD511	2009	8909/100253	\$138,900,000.00
EZ	FD512	2009	8909/100253	\$ 31,200,000.00
EZ	FD513	2009	8909/100253	\$ 87,600,000.00
EZ	FD530	2009	8909/100253	<u>\$ 130,000,000.00</u>
Total				\$ 387,700,000.00

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

- A. This modification is issued to obligate American Recovery and Reinvestment Act of 2009, Pub. L. 1115 (Recovery Act) funds for the purpose of accelerating completion of Environmental Management (EM) Closure Activities specified in Section C-3.1(a) through C-3.1(c) of the contract.
- B. Accordingly, pursuant to Section I Contract Clause entitled "Obligation of Funds," funds in the amount of \$387,700,000.00 are hereby obligated for the EM Closure Activities and Contract Clause B-4 entitled "Obligation of Funds," is revised to show that the total amount of funds obligated under this contract since its inception is increased from \$1,021,532,342.35 to \$1,409,232,342.35.
- C. The specific work funded by this modification is as follows:

Recovery Act Projects	
Project A	<p>P Area Completion and Impacted Site Systems</p> <ul style="list-style-type: none"> • Complete deactivation and in situ decommissioning of P Reactor <ul style="list-style-type: none"> o Place 130,000 cubic yards of grout permanently o Treat 4,000,000 gallons of contaminated water from in the Reactor disassembly basin building • Complete remediation of 12 waste units <ul style="list-style-type: none"> o Remediate 3 miles of underground process sewer lines o Remediate 100 acres of contaminated soils • Install 2 vadose zone remediation systems <p style="text-align: center;">R Area Completion and Impacted Site Systems</p> <ul style="list-style-type: none"> • Complete deactivation and in-situ decommissioning of R Reactor <ul style="list-style-type: none"> o Place 130,000 cubic yards of grout permanently • Complete characterization and remediation of 12 waste units Remediate <ul style="list-style-type: none"> o Remediate 120 acres of contaminated soils o Complete characterization of a 55-acre groundwater plume
Project B	<p>D Area Completion and Impacted Site Systems</p> <ul style="list-style-type: none"> • Complete closure of D Area, former site of Heavy Water Production Facilities • Complete deactivation and decommissioning of D-Area Powerhouse and 30 support facilities • Complete remediation of 11 waste units <ul style="list-style-type: none"> o Remediate 210 acres and 117,000 cubic yards of tritium

<p>contaminated soils and concrete</p> <ul style="list-style-type: none"> o Install final remedial treatment systems for 30 acre volatile organic contaminated groundwater plume <p style="text-align: center;">M Area Completion and Impacted Site Systems</p> <ul style="list-style-type: none"> • Complete closure of M Area, former reactor fuel manufacturing area • Complete remediation of 19 waste units <ul style="list-style-type: none"> o Remediate 45 acres of contaminated soils o Remove all known sources to a 1,500 acre groundwater plume
<p>Project C Other Site Area (includes Facility Deactivation, Decommissioning, Soil and Groundwater Remediation and Impacted Site Systems)</p> <ul style="list-style-type: none"> • Remove more than 90% of the plutonium-238 source term from 235-F • Complete characterization of 4 A-Area waste units • Complete remediation of the following waste units: <ul style="list-style-type: none"> o Gunsite 12 o CMP Pits • Decommission the following facilities (approximately 1,220,720 ft²): <ul style="list-style-type: none"> o Heavy Water Components Test Reactor: o A-Line facilities in F-Area o Consolidated Incineration Facility o N-Area facilities (645-N, 690-N, and 728-N) o K-Area facilities (power house, Cooling Tower, and other excess facilities) o A-Area excess facilities, including 703-A and relocation of the EOC
<p>Project D Waste and Material Disposition and Impacted Site Systems</p> <ul style="list-style-type: none"> • Disposition of approximately 4,500 cubic meters of legacy transuranic waste presently in inventory at SRS. Waste will either be shipped or will be staged and ready for off-site shipment to WIPP (TRU waste) or NTS (treated MLLW) • Consolidate all RCRA waste storage operations to E Area and close other facilities • Dispose of newly generated waste in on-site and off-site facilities; expand and close on-site facilities as needed • Disposition 16,000 drums of depleted uranium oxide

D. The work described in this modification shall be performed using funds which have been appropriated under the Recovery Act, and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in paragraphs E through N below. The funds obligated hereunder shall only be used to accomplish the work as set forth in paragraph C. above and may not be used for any other purpose without the prior written consent of the Contracting Officer.

E. Savannah River Nuclear Solutions (SRNS) shall begin work immediately. However, SRNS shall not exceed 30% of the initial Recovery Act funding per Budget and Reporting Classification Code placed on the contract without prior written approval of the Contracting Officer (CO).

- F. The contractor shall complete all work funded by this modification by **September 30, 2011**.
- G. In accordance with **clause H-54** the contractor shall submit to the CO for approval a detailed description of accelerated work, a budget of estimated costs for the accelerated work, and a schedule for the performance of this work, within **90 days** of this modification.
- H. Within 3 months after effective date of this modification, the contractor shall propose to the Contracting Officer a supplemental Performance Evaluation and Measurement Plan to accommodate the accelerated Contract Performance Baseline. Upon definitization of this supplemental PEMP, Section B paragraph "B-2.3 Total Available Fee" will be modified to add a separate supplemental fee pool schedule specifying the ARRA scope of work fee "periods" and the related "total available fee." This shall be added, as a new paragraph, at B-2.3 (a) (1). The contractor fee pool for this Recovery Act funded work shall be commensurate with the fee pool percentage the contractor bid on for the competed work scope under the original base prime contract. The Contractor and the Government agree the Total Available Fee Pool schedule shall be definitized no later than the date of the supplemental PEMP definitization.
- I. Section E, Inspection and Acceptance is modified as follows:

Paragraph E-3 is added which is applicable only to the Recovery Act work:

(a) Certification –

In order for the Contracting Officer to accept any products or services funded by the Recovery Act, the Contractor shall certify that the items were delivered and/or work was performed for a purpose authorized under the Recovery Act.

- J. Section F, Deliveries or Performance is modified as follows:

Paragraph F-1, term of contract, is modified to add the following paragraph:

The period of performance for the Recovery Act work funded by this modification is the effect date of this modification through September 30, 2011.

- K. Section G, Contract Administration Data is modified as follows:

Paragraph G-5 Monthly Cost Reports, is added which is applicable only to the Recovery Act work:

The following reporting procedure shall apply to submission of monthly cost reports for Recovery Act work specified in this modification.

- (a) The contractor shall separately identify costs that pertain to the Recovery Act work. The contractor shall provide a monthly report that identifies the total amount drawn on the letter of credit. This monthly report shall separate and identify Recovery Act costs associated with each appropriation at the Recovery Act program and project levels.

- (b) The contractor shall certify in each monthly report that the costs included in the report for Recovery Act work were incurred only to accomplish the Recovery Act work in accordance with this modification work scope.

Paragraph G-6 is added which is applicable to the Recovery Act work:

Indirect Charges

In accordance with the general principles of the Recovery Act the contractor must take the following steps to minimize the impacts of indirect costs and enhance transparency and accountability of projects:

- (a) Clearly identify the estimated full cost of projects to include total direct and indirect costs, indirect costs rates, and adjust existing indirect cost rate to account for the material infusion of funds provided in the Recovery Act;
- (b) Exempt funds from contract cost base for management fees and distributing Laboratory Directed Research and Development or similar funds taxing programs;
- (c) Ensure all funds transferred by SRNS are completed using the Approved Funding Program process described in Chapter 12 of the Accounting Handbook; and
- (d) Ensure the Federal Administrative Charge (FAC) of three percent is waived on reimbursable work funded by the Recovery Act and performed by Departmental Federal offices or SRNS.

L. The following clause is hereby **added to Section H** of the contract:

H-61: Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009 (Apr 2009)

Preamble:

Work performed under this contract will be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act's purposes are to stimulate the economy and to create and retain jobs. The Act gives preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds made available by it for activities that can be initiated not later than June 17, 2009.

Contractors should begin planning activities for their first tier subcontractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the

reporting requirements of the Recovery Act and related Guidance. For projects funded by sources other than the Recovery Act, Contractors should plan to keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning the how and where for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor must comply with all requirements of the Act. If the contractor believes there is any inconsistency between ARRA requirements and current contract requirements, the issues will be referred to the Contracting Officer for reconciliation.

Be advised that special provisions may apply to projects funded by the Act relating to:

- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Protecting whistleblowers; and
- Requiring prompt referral of evidence of a false claim to the Inspector General.

Definitions:

For purposes of this clause, “Covered Funds” means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the contract and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to Covered Funds – the contractor or subcontractor, as the case may be, if the contractor or subcontractor is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

A. Flow Down Provision

This clause must be included in every first-tier subcontract.

B. Segregation and Payment of Costs

Contractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where Recovery Act funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the

original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance.

Invoices must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Wage Rates

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See <http://www.dol.gov/esa/whd/contracts/dbra.htm> .

E. Publication

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov , maintained by the Accountability and Transparency Board (the Board). The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Registration requirements

Contractor shall ensure that all first-tier subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR) no later than the date the first report is due under paragraph H below.

G. Utilization of Small Business

Contractor shall to the maximum extent practicable give a preference to small business in the award of subcontracts for projects funded by Recovery Act dollars.

M. The following Federal Acquisition Regulation (FAR) clauses are incorporated into the contract by reference:

- FAR 52.225-21 Required Use of American Iron, Steel, and Manufactured Goods-Buy American Act—Construction Materials (Mar 2009)
- FAR 52.225-22 Notice of Required use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials (Mar 2009)
- FAR 52.225-23 Required Use of American Iron, Steel, and Other Manufactured Goods-Buy American Act—Construction Materials under Trade Agreement (Mar 2009)
- FAR 52.225-24 Notice of Required use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials under Trade Agreement (Mar 2009)
- FAR 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Mar 2009)
- FAR 52.204-11 American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009)
- FAR 52.212-5 (Alternate II) Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Mar 2009)
- FAR 52.214-26 (Alternate I) Audit and Records—Sealed Bidding (Mar 2009)
- FAR 52.215-2 (Alternate I) Audit and Records—Negotiation (Mar 2009)

N. All other terms and conditions remain unchanged.

End of Standard Form 30