

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 025	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901	7. ADMINISTERED BY (if other than Item 6) Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SAVANNAH RIVER REMEDIATION LLC Attn: GEORGE DUDICH 720 PARK BLVD. PO BOX 73 AIKEN SC 298013852		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 808376193	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO DE-AC09-09SR22505	10B. DATED (SEE ITEM 13) 12/08/2008

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 _____ 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)

See Schedule

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: FAR 52.243-2 Changes-Cost Reimbursement (Aug 1987) - Alt II (APR 1984) & Alt III (Apr 1984)
	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)

Subj to Retent: NO

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) James W. French, President & Project Mgr.	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Scott D. Langston
15B. CONTRACTOR/OFFEROR <i>James W. French</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA <i>SL</i> (Signature of Contracting Officer)
15C. DATE SIGNED 3/15/10	16C. DATE SIGNED 03/15/2010

NSN 7540-01-152-8070
Previous edition unusable

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

SF 30 Block 12

No change in accounting and appropriation data.

SF 30 Block 14

1. The purpose of this modification is to provide a full and final settlement for the work as revised by Modifications 007 and 015 to incorporate American Recovery and Reinvestment Act of 2009 (ARRA) special contract terms and statutory conditions. The settlement amount is \$649,000 and is being incorporated into the contract as an ARRA Base (fixed) Fee for performance of the special contract terms and statutory conditions. The ARRA special contract terms and statutory conditions consist of the following:
 - a. Tracking and certification of work as required by paragraph 14.D.3 of modification 007
 - b. Tracking and segregation of cost as required by paragraph 14.D.5 of modification 007
 - c. Invoice certification are required by paragraph 14.D.5 of modification 007
 - d. Special provisions relating to work funded by ARRA as required by paragraph 14.D.6, Clause H.51
 - e. Baseline and reporting requirements for work performed under ARRA as required by paragraph 14.D.6, Clause H.53
 - f. Compliance with the contract clauses as modified by paragraph 14.D.7 of modification 007
 - g. Submission of a Contract Performance Baseline as required by paragraph D.2 of modification 015

2. ARRA Base Fee
 - a. Clause B.2 is hereby changed to incorporate the aforementioned \$649,000 Base Fee for work performed under the ARRA. Paragraph B.2(b)(3) is added to clause B.2 to reflect the \$649,000 being incorporated into the contract.
 - b. ARRA Base Fee in the amount of \$135,208 is available for immediate payment for the period September 23, 2009 through March 16, 2010.
 - c. ARRA Base Fee in the amount of \$513,792 is available for payment for the period March 17, 2010 through September 30, 2011, and payments will be made through regular monthly invoice submissions by SRR in the amount of \$27,041.68 per month.
 - d. Clause B.3 is hereby changed to incorporate the aforementioned \$649,000 as ARRA Base Fee.

3. Clause B.2 and Clause B.3 are changed in their entirety to reflect the above and attached hereto.

4. In consideration of the modification agreed to herein as complete equitable adjustments for the Contractor's proposal for adjustment as submitted under SRR Letter SRR-CAA-2010-00057 dated March 15, 2010, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the Proposal for Adjustment.
5. All other Terms and Conditions remain unchanged.
6. List of Attachments
 - a. Revised Clause B.2
 - b. Revised Clause B.3

B.2 ESTIMATED COST AND AWARD FEE

(a) Three Month Transition Period (CLIN 001)

- (1) Total Estimated Cost – The total estimated cost for the transition period of the contract, which is up to ninety days from date of award, March 31, 2009 through June 30, 2009, is \$4,839,755.
- (2) Award Fee – The total available award fee for the transition period of the contract is \$ 0.

(b) *Six Year Basic Term of the Contract

- (1) Total Estimated Cost – The total estimated cost for the basic term of the contract July 1, 2009, through June 30, 2015, is \$2,279,041,061. The anticipated funding for this scope will come from two sources:
- (2) Award Fee – The total available award fee for the basic term of the contract is \$188,020,888. The fee is funded from two sources:
- (3) ARRA Base Fee – The total available fixed amount for the basic term of the contract is \$649,000. (CLIN 004)

(c) *Option 1 – 2-Year Option Period (CLIN 002)

- (1) Total Estimated Cost – The total estimated cost for the 2-year option, July 1, 2015, through June 30, 2017, is \$671,166,117.
- (2) Award Fee – The total available award fee for Option 1 is \$55,371,205.

(d) *Option 2 – Operation of SWPF during 2-Year Option Period (CLIN 003)

- (1) Total Estimated Cost – The total estimated cost for operation of SWPF for the period, July 1, 2015, through June 30, 2017 is \$116,000,000.

(2) Award Fee – The total available award fee for Option 2 is \$9,570,000.

*The Government and Contractor agree that allocated General & Administrative (G&A) expenses from any LLC member, in any manner, shall not be considered an allowable cost under this Contract, except during the transition period.

- (e) For the Basic Term and all Options there is no base fee amount **except for work performed under the American Recovery and Reinvestment Act (ARRA) of 2009**. Award fee may be earned in accordance with the terms of this section and the clause in section H entitled “Performance Evaluation and Measurement Plan.” The amount of the total available fee earned shall be made upon the unilateral determination of DOE’s Fee Determination Official (FDO). The unilateral decision is made solely at the discretion of the FDO. This determination shall be based upon the FDO’s evaluation of the Contractor’s performance as measured against the evaluation criteria set forth in the Performance Evaluation and Measurement Plan (PEMP). There shall be no fee earned for transition activities.
- (f) There shall be no adjustment in the amount of the total available award fee due to differences between the estimated cost of the performance of the work and the actual cost of performance of the work. The total available award fee is subject to adjustment only under the provisions of the clause in Section I entitled, “Changes – Cost Reimbursement” or other applicable contract provisions. Should the total anticipated funding change by 10%, the Government and Contractor may enter into negotiations in accordance with the Changes Clause.

Table B.1 -- Anticipated Funding Profile for the Liquid Waste Contract (\$M)

	Fiscal Year									TOTAL
	2009	2010	2011	2012	2013	2014	2015	2016	2017	
Basic Term Funding EM Operation	\$285	\$550	\$550	\$560	\$570	\$580	\$300			\$3,395
Basic Term Funding Recovery Act	\$200									\$200
Total Basic Term	\$485	\$550	\$550	\$560	\$570	\$580	\$300			\$3595

Funding										
Option 1							\$300	\$620	\$370	\$1,290
Option 2							\$32	\$64	\$32	\$128

Table B.1 provides the Government’s good faith estimate as of the date of the solicitation of future available funding. This funding profile is not a guarantee of available funds. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this funding profile. Available funds depend on Congressional appropriations and priorities within the DOE.

- (g) If the Contractor is a teaming arrangement, the fee earned may be distributed by the Contractor among the teaming members, as it deems appropriate. Separate additional subcontractor fee for teaming members shall not be considered an allowable cost under the contract. If a separate subcontractor, supplier, or lower-tier subcontractor is a wholly owned, majority owned, or affiliate of any teaming member, any fee or profit earned by such entity shall not be considered an allowable cost under this contract unless approved by the Contracting Officer (CO). The subcontractor fee restriction described herein does not apply to members of the Contractor’s team that are: (1) small business(es); (2) Protégé firms as part of an approved Mentor-Protégé relationship under the Section H Clause entitled, Mentor-Protégé Program; (3) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (4) commercial items as defined in FAR Subpart 2.1, Definitions of Words and Terms.
- (h) Earned fee will be paid semi-annually based on the FDO’s unilateral assessment of performance in accordance with the PEMP and Contract Performance Baseline. Unless otherwise authorized by the CO, no earned fee will be paid until the Contract Performance Baseline is approved by the CO in accordance with the clause in Section H, entitled “Project Control Systems and Reporting Requirements.” Monthly provisional payments of fee may be authorized by the CO. The Contractor may request monthly provisional fee payments of up to 5% of the total fee otherwise available for the Fiscal Year (not to exceed 60% on an annual basis). Provisional fee is not considered earned fee and is contingent upon a final Fee Determination by the FDO. Earned fee will be invoiced consistent with Section G.
- (i) The Contractor may be required to perform certain activities related to the Radiological Assistance Program (RAP). Costs for the RAP are separately funded by the National Nuclear Security Administration (NNSA). If any such activities are required to be performed by the Contractor, the CO will

provide direction and authorization pursuant to the clause in Section I entitled "Changes – Cost Reimbursement." The Contractor will earn no additional fee for RAP activities. The estimated cost and funding specified above does not include RAP activities.

- (j) Estimated costs and anticipated funding for the following activities are not included in the estimated costs specified in paragraphs B.2 (a)-(c) nor the anticipated funding profile specified in Table B.1 in paragraph B.2 (f). If any such activities are directed by the CO, any adjustment to the total estimated cost or total available award fee is subject to the provisions of the clause in Section I entitled "Changes – Cost Reimbursement."
 - (1) Interface coordination, support, and operation of additional buildings under Glass Waste Storage Facilities Operations (C.1.3.2) and Canister Shipping Facility (C.1.3.3).

B.3 LIMITATION ON FEE

Total Available Fee under this Contract shall not exceed 10% (Basic Period - \$188,020,888, ARRA Base Fee - \$649,000, Option 1 - \$55,371,205, Option 2 - \$9,570,000) of Total Estimated Contract Cost (except for transition costs).