AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
071	See Block 16C	11EM001181	

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
00901	00901
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802

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)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-09SR22505
CODE 808376193 FACILITY CODE		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) Net Increase: $8,000,000.00
TAS::89 0251::TAS

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 & 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.)
See page 2.
FOB: Destination

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
James W. French, President & Project Mgr.	James E. Hawkins

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
LAOTson for (Signature of person authorized to sign)	2/11/11	Signature on File (Signature of Contracting Officer)	02/11/2011

NSN 7540-01-152-8070
Previous edition unusable

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

SF30 Block 14

The purpose of this modification is to issue a change order revising the Statement of Work (SOW), and to make certain other changes to the contract terms associated with the revised SOW and supersedes Contract Modification 001 with respect to work performed under this change order. These revisions are being made under the authority of the contract clause contained in Section I, entitled "Changes – Cost Reimbursement (Aug 1987) – Alternate II (Apr 1984) & Alternate III (Apr 1984)." The contractor is to begin work immediately. The contractor is authorized to incur costs Not-To- Exceed (NTE) **$8,000,000.00**, consistent with the other contract terms and conditions and pending definitization of this change.

1. Section B, Supplies or Services and Prices/Costs is modified as follows:

A. Paragraph B.1 is modified to add the following:

The contractor shall, in accordance with the terms of this contract, provide the personnel, materials, supplies, and services and do all things necessary for, or incidental to, performing the changed work. The detailed description of the changed work is contained in Section C of this modification.

B. Paragraph B.3 is modified to add the following:

No fee shall be paid to the contractor for work under this change order (Mod 071) for the changed work including provisional fee, prior to definitization.

2. Section C, Description/Specifications/Statement of Work is modified as follows:

A. Section C is modified to add the Supplemental Salt Processing Initiative Scope of Work to the Overview of the Contract Workscope (page C-2) as follows:

Added: ARP/MCU Life Extension Fabrication and Installation

Design support for the ARP/MCU Life Extension includes necessary design activities to specify equipment and detailed changes to extend the operational life of the ARP/MCU and to conduct demonstrations of the Next Generation Solvent (NGS) and modified monosodium titanate (mMST). The scope of work does not include Title III Design activities during the construction phase.

The following design activities support ARP/MCU Life Extension:

- Design services required to support design which includes all research and development (R&D), testing, and operation activities required to demonstrate compatibility and performance capabilities of the next generation solvent (NGS), modified monosodium titanate (mMST), and in-line solvent monitoring technology.
- Design services support for ARP/MCU Life Extension facility modifications to relocate the ARP monosodium titanate (MST) chemical addition equipment within the 241-96H building on an interim basis.
- Design services support for ARP/MCU Life Extension In-Line Monitoring for ISOPAR which includes special materials associated with the design of the MCU in-line ISOPAR monitoring system.
- Design services support for ARP/MCU Life Extension MCU next generation solvent implementation to demonstrate the effectiveness of a modified solvent in providing improved performance characteristics.
- Design services support for ARP/MCU Life Extension Piping Modifications for Operations Recovery which includes design for piping modifications required to establish transfer paths to enable recovery from process upsets in order to mitigate risks associated with the NGS demonstration and reduce/minimize impact on subsequent operations.
- Design services support for ARP/MCU Life Extension SE and DSS Coalescer Modifications which will include redesigning the coalescers to enable remote change-out.
- Design services support for 512-S Life Extension Facility Modifications to relocate the ARP chemical addition and strike functions from the 241-96H building to building 512-S.
- Design services support for DWPF modifications required as a result of the new solvent/strip acid implementation at MCU and the modified MST (mMST) implementation at 512-S. It includes design activities required to make modifications to the DWPF to install a boric acid addition system with associated jumpers to accommodate chemical changes in waste feed.

In addition to the specific design activities identified above, the scope of work also includes design-related program support activities involving managing and monitoring execution of the design work and support of long lead procurement and other than design consent packages. Such activities include project management, project controls, quality assurance, design authority support and design input, ES&H support (including safety basis reviews) and design input, construction services support and design input, and waste determination/regulatory support and design input. Design-related laboratory support services acquired from SRNL and/or other specialized laboratories are also

included where applicable. The scope also includes any external reviews to the extent required and ancillary facility support where applicable. Associated design-related travel and other direct cost for materials and supplies are similarly included within this design scope.

Final design associated with ARP/MCU Life Extension and BGS implementation at ARP/MCU and DWPF to support fabrication and construction, with the exception of design pending from procurements, is scheduled to complete August 31, 2011. Final design to implement mMST striking capability at 512-S to support fabrication and construction, with the exception of design pending from procurements, is scheduled to complete September 30, 2012.

3. Section E, Inspection and Acceptance is modified as follows:

Remains unchanged.

4. Section F, Deliveries or Performance, clause F.2 is modified as follows:

The period of performance for the changed work specified in Section C shall be for the period of performance beginning with the date of the signed modification through the dates identified in Item 2, Section C above.

5. Section G, Contract Administration Data, clause G.7 is modified as follows:

The contractor may invoice costs for both the changed work and other work in the same invoice. However, the contractor shall separately identify costs in its invoices that pertain to the changed work until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer.

6. The following is a definitization schedule for this change order.

This schedule applies only to the changed work specified in Section C as directed by the Contracting Officer under this modification in accordance with the clause in Section I, entitled "Changes – Cost Reimbursement (Aug 1987) – Alternate II (Apr 1984) & Alternate III (Apr 1984)," until such time that the Contracting Officer and the contractor reach a mutual agreement and modify the contract definitizing the changed work.

MODIFICATION DEFINITIZATION

(a) The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive modification for the changed work directed

under this modification. The Contractor agrees to submit an REA (technical, cost, and fee proposal) in accordance with the instructions provided in modification 007.

(b) The schedule for definitizing this modification is as follows:

Milestone	Date
Contractor submits REA (technical, cost and fee proposal)	Mar 15, 2011
Commence Negotiations	May 16, 2011
Mutual agreement on definitization of changed work	Jun 16, 2011
Contractor submits certificate of current cost or pricing data	Jul 15, 2011
Execute definitization contract modification	Jul 27, 2011

(c) If agreement on a definitive modification is not reached by the definitization date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price in accordance with Subpart 15.4 and Part 31 of the FAR and Acquisition Guide 15.4-1, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the clause in section I, entitled "Limitation of Government Liability," added by this modification.

7. In reference to this change order, incorporate clause FAR 52.216-24 Limitation of Government Liability (Apr 1984)

Limitation of Government Liability (Apr 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding $8,000,000.00 dollars.

(b) The maximum amount for which the Government shall be liable for this contract modification if this contract is terminated is $8,000,000.00 dollars.

(End of clause)

8. FAR 52.243-6 Change Order Accounting (Apr 1984) is hereby invoked.

9. Section J, List of Attachments is modified as follows:

Remains unchanged.

10. All other terms and conditions remain unchanged.

SRR Management Delegation of Authority

Jim French to: LOA-Admin, Clifford Winkler, Dean Campbell, John Dickenson, John Gregory, Jonathan Townsend, Kathryn Burnau, Kim Cassara, Kim Hauer, Les Sonnenberg, 02/07/2011 08:14 AM

Sent by: **Dianne Floyd**

Cc: Terrel Spears, Sandra Johnson, Ann Ingram, Cynthia Hammond, Gail Barker, Alyson Lucas, Melanie Overstreet, Kimberly Clarke, Phyllissmith Moutzouris, Gail Ferguson, nancy.wernke, SRSOC, Robbie Roland,

History: This message has been forwarded.

I will be away on extended business travel for the next few weeks. I will update my Delegation of Authority to the Executive Team at the end of February. From February 7 through 28, the following managers will cover as listed below. This will allow the SRR executive team to maintain business continuity and focus on safe operations and project performance.

- Dave Olson will have my signature authority and serve on my behalf. Dave may be reached at 803-208-2910 or cell phone 803-645-0851.
- Wyatt Clark will cover for Dave Olson for the office of Operations and Deputy Project Manager. Wyatt may be reached at 803-208-3205 or cell phone 803-646-8947.
- Mike Borders will cover for Wyatt Clark for Tank Farm Operations Project Director. Mike may be reached at 803-208-8592 or cell phone 803-646-8960.

Jim French
President and Project Manager
Savannah River Remediation LLC