AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 5

2. AMENDMENT/MODIFICATION NO. 072

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. 11EM001181

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

7. ADMINISTERED BY (If other than Item 6) CODE 00901

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

CODE 808376193 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

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)
TAS:89 0251::TAS

Net Increase: $2,500,000.00

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: 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)
James W. French, President & Project Mgr.

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
James E. Hawkins

15B. CONTRACTOR/OFFEROR
LA Olson for
(Signature of person authorized to sign)

15C. DATE SIGNED 2/11/11

16B. UNITED STATES OF AMERICA
Signature on File
(Signature of Contracting Officer)

16C. DATE SIGNED 02/11/2011

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) **$2,500,000.00**, 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 072) 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: Enhanced Low Activity Waste Disposition (ELAWD)

Design support for ELAWD includes necessary design activities to specify equipment and detailed changes to increase the capacity and attainment of the Saltstone facility. The scope of work includes safety bases review and modifications as needed to support design activities and Design Authority support. The scope does not include Title III Design activities during the construction phase.

The following design activities support ELAWD:

- Design services support for ELAWD activities required to establish 24/7 operational support facilities. Included are design activities for infrastructure upgrades for trailer support facilities to house additional support personnel required for 24/7 operations.
- Design services support for ELAWD Dry Feed Modifications which includes activities associated with dry feed system upgrades.
- Design services support for ELAWD Mixing and Transfer System Modifications. It includes design support for pig valve replacement, mixer upgrades, mixer isolation device, grout hopper upgrades, and D&R of existing equipment.
- Design services support for ELAWD Balance of Plant Modifications. Included are all design activities associated with compressor replacement, lighting upgrades, and lightning protection upgrades.

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 to support fabrication and construction, with the exception of design pending from procurements, is complete by September 19, 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 September 19, 2012.

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	Aug 8, 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 $2,500,000.00 dollars.

(b) The maximum amount for which the Government shall be liable for this contract modification if this contract is terminated is $2,500,000.00 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