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| 2. AMENDMENT/MODIFICATION NO. 082 | 3. EFFECTIVE DATE 03/25/2011 | 4. REQUISITION/PURCHASE REQ. NO. 11EM001567 | 5. PROJECT NO. (if applicable) |
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| 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 |
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| 8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code) SAVANNAH RIVER REMEDIATION LLC Attn: Katy Burnau Savannah River Site Building 766-H Aiken, SC 29808 | (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 |
| CODE 808376193 FACILITY CODE | | |

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.

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| 12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule | Net Increase: | \$3,943,509.00 |
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13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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| 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 data, 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. 'x' 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.
FOR: Destination

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|---|------------------------------------|--|------------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) <u>L.D. OLSON</u> | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Scott D. Langston | |
| 15B. CONTRACTOR/OFFEROR <u>L. Olson</u> <small>(Signature of person authorized to sign)</small> | 15C. DATE SIGNED <u>3/25/11</u> | 16B. UNITED STATES OF AMERICA <u>[Signature]</u> <small>(Signature of Contracting Officer)</small> | 16C. DATE SIGNED <u>3/25/11</u> |

SF30 Block 14

A. The purpose of this modification is to provide a full and final settlement for the contract as changed by the Contracting Officer's email dated February 22, 2011, from Charlene Smith to Kathryn Burnau, which authorized SRR to purchase three Submersible Mixing Pumps as described by and delineated in SRR Letter SRR-CAA-2011-00066.

B. The parties hereby agree that the ceiling price for the procurement of the three (3) Submersible Mixing Pumps is **\$3,943,509.00** (consisting of a subcontract amount of \$3,635,581.00, DPPI of \$7,993.00 and a fixed fee of \$299,935.00).

C. To incorporate the above into Contract DE-AC09-09SR22505, this modification establishes a Cost-Plus-Fixed-Fee (CPFF) CLIN for SSI Long Lead Supply Items. The CPFF CLIN, which includes special contract terms pertaining to expressly unallowable costs, is incorporated as CLIN 0005 as follows:

CLIN 0005 General: CLIN 0005 is hereby established for delivery of long lead supply items purchased by SRR through firm fixed price subcontracts in support of the SSI project. CLIN 0005 establishes a specific, sum certain ceiling price for each long lead item. Each ceiling price allows for full reimbursement of a firm fixed price subcontract amount in addition to the directly associated SRR DPPI cost and a fixed fee.

CLIN 0005 Ceiling Price: Notwithstanding any other provision of this contract, for each long lead item, the parties hereby agree that any and all costs exceeding the item's ceiling price shall be expressly unallowable pursuant to FAR 31.201-2(a), except for: (1) Subcontract price increases that result from prime contract changes approved in advance by the DOE Contracting Officer, shall become allowable and the item's ceiling price shall be increased consistent with the approved change, **and** (2) future DPPI rate increases may become allowable and the item's ceiling price increased based upon (a) DPPI rate increases approved by the government's Corporate Administrative Contracting Officer prior to delivery of a long lead item, and (b) DOE Contracting Officer acceptance of the DPPI rate increase. Any and all ceiling price increases are subject to the availability of funds.

CLIN 0005 Performance Requirement: Each long lead item shall be delivered (F.O.B. Savannah River Site) in accordance with the schedule set forth by CLIN 0005. Each item delivered must be fully compliant to and fully functional for the specific SSI requirement that the long lead item was purchased to meet.

Special Contract Terms, Exception to FAR 52.232-22 (f): Notwithstanding any other provision of this contract, the contractor is obligated to continue performance upon reaching the designated ceiling price for a specific long lead item, i.e., the contractor must deliver the specific fully compliant and fully functional SSI long lead item by the

required delivery date regardless of the contractor's incurred cost required to complete the delivery.

Long Lead Item Fixed-Fee: The fixed fee for a specific long lead item, shall become payable to SRR upon successful delivery of the item to the Savannah River Site and acceptance of the item by SRR. Each fixed fee shall be invoiced by SRR on a separate invoice with supporting documentation showing item receipt and acceptance by SRR.

CLIN 0005 (CPFF)

| <u>SUBCLIN</u> | <u>Long Lead Item</u> | <u>Required Delivery Date</u> | <u>Ceiling Price</u> |
|-----------------------|------------------------------|--------------------------------------|-----------------------------|
| 00005A | 2011-00066 | September 30, 2012 | \$3,943,509.00 |

D. Funds in the amount of \$3,943,509.00 are hereby obligated to CLIN 0005, increasing it **FROM:** \$0.00 **TO:** \$3,943,509.00, and the total estimated contract cost of CLIN 0005 increases \$3,943,509.00, changing it **FROM:** \$0.00 **TO:** \$3,943,509.00.

E. As a result of this modification, Part I – The Schedule, Section B. Supplies or Services and Prices/Costs, Paragraph B.4 entitled “Limitation of Funds” is hereby revised to increase the total amount of funds obligated to the contract by \$3,943,509.00, changing it **FROM:** \$1,007,555,563.16 **TO:** \$1,011,499,072.16.

F. 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 modification (modification 082) as stated above.

G. All other terms and conditions remain unchanged.