

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 196	3. EFFECTIVE DATE 06/04/2012	4. REQUISITION/PURCHASE REQ. NO. 12EM002272	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: Deborah J. Schlismann Savannah River Site Building 766-H Aiken SC 29808		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 808376193 FACILITY CODE		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)

See Schedule

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

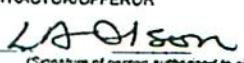
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Section B.2 Estimated Cost and Award Fee (f)

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.

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) L. David Olson President and Project Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Scott D. Langston
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 6/14/2012
15D. UNITED STATES OF AMERICA	16C. DATE SIGNED  (Signature of Contracting Officer)
	16C. DATE SIGNED 6/14/12

- A. **Purpose:** The purpose of this modification is to set forth the parties' understanding pertaining to contract funding associated with the Multiple Employer Pension Plan (MEPP) and Legacy Benefits required by contract Section C, subparagraph C.3.
- B. This modification does not change the requirement for SRR to be a sponsor of the MEPP, with the responsibility for management and administration of the plan, as detailed in contract Section C, subparagraph C.3 and contract clause H.9.
- C. **MEPP and Legacy Benefits Funding Options:** Contract funding for MEPP and Legacy Benefits contributions shall be made in accordance with option 1 or 2 as stated below:
- 1) **MEPP and Legacy Benefits Funding Option 1:** DOE may elect to allocate funds to Contract DE-AC09-09SR22505 pursuant to FAR 52.232-22, Limitation of Funds, for payment of MEPP and Legacy Benefits contributions by SRR. Funding allocated in this manner shall be reflected in Table B.1 of contract Section B, subparagraph B.2 (f).
 - 2) **MEPP and Legacy Benefits Funding Option 2:** DOE may elect to provide the amount of the SRR contribution to the MEPP and Legacy Benefits directly to the fiduciary (a duly authorized agent of SRR) for the plan. If DOE elects this funding option, the payment amount shall be deducted from the overall contract funding depicted in Table B.1 of contract Section B, subparagraph B2.(f). Notice of this funding option shall be made in writing by the Contracting Officer and confirmed by a contract modification that adjusts Table B.1. The contract modification will also decrease the total estimated cost of contract.
- D. **Contract Services in support of MEPP and Legacy Benefits Funding Option 2:** SRR shall support this funding option as specified and agreed to by Attachment 1 to this modification should DOE elect MEPP and Legacy Benefits Funding Option 2 for any or all future SRR MEPP and Legacy Benefits contributions. SRR shall also provide monthly information to the DOE-SR OCFO Budget Division as specified by Attachment 2 to the modification.
- E. The parties' understand and agree that funding for MEPP and Legacy Benefits contributions, provided by MEPP and Legacy Benefits Funding Option 1 or Option 2 above, does not serve as a basis for an equitable adjustment under the clause in Section I entitled, "Changes – Cost Reimbursement."
- F. **List of Attachments:**
- 01 Fiduciary Agency Agreement Between Savannah River Remediation LLC and Savannah River Nuclear Solutions, LLC
 - 02 Addition of Item 39 to Part III – List of Documents, Exhibits, and Other Attachments, Section J – List of Attachments, Appendix M - Deliverables

FIDUCIARY AGENCY AGREEMENT BETWEEN SAVANNAH RIVER REMEDIATION LLC AND SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

THIS AGREEMENT (the "Agreement") is entered into this 13th day of June, 2012, (the "Effective Date" of this Agreement) between Savannah River Remediation LLC ("SRR"), a limited liability company organized in the state of Delaware with its principal place of business in Aiken, South Carolina, and Savannah River Nuclear Solutions, LLC ("SRNS"), a limited liability company organized in the state of South Carolina with its principal place of business in Aiken, South Carolina. Both companies are contractors to the U.S. Department of Energy, Savannah River Operations Office ("DOE-SR") at the Savannah River Site ("SRS") located in Aiken, Allendale, and Barnwell counties, South Carolina.

RECITALS

WHEREAS, SRR and SRNS are participants in and sponsors of The Savannah River Nuclear Solutions, LLC Multiple Employer Pension Plan (the "Pension Plan") for certain current SRNS and SRR employees working at SRS, and retired or separated former DOE-SR contractor employees vested in the Pension Plan, and, as such, are obligated to fund the Pension Plan in accordance with established federal statutes, U.S. Department of Treasury regulations, Employee Retirement Income Security Act of 1974 (ERISA), and applicable Financial Accounting Standards Board Statements; and

WHEREAS, SRR and SRNS are members of the Savings and Pension Administrative Committee (the "Committee"), which is the Pension Plan Administrator for which SRNS provides administrative support pursuant to Contract No. DE-AC09-08SR22470 (the "SRNS Contract"); and

WHEREAS, SRR and SRNS are participants in and sponsors of certain welfare benefits plans, including medical, dental, disability income, non-qualified pension, and life insurance plans (collectively "Legacy Benefits," but excluding all welfare benefit plans funded directly by SRR). "Legacy Benefits" is defined as postretirement medical, dental and noncontributory group life insurance, three non-qualified pension plans (less 1/3 of the Delta Plan which is charged to directly by SRR and not to DOE-SR) and Long Term Disability incurred prior to July 1, 2009 for certain current SRNS and SRR employees working at SRS, and retired or separated former DOE-SR contractor employees, and, as such, are obligated to (i) fund the welfare benefits plans in accordance with established plan requirements, regulations and statutes; and (ii) pay the subcontract expenses of certain benefits consultants and administrators (the "Subcontractors") consistent with the terms and conditions of the Subcontractors agreements; and

WHEREAS, SRNS is member of the SRNS Health and Welfare Committee and is the benefits administrator for this committee that oversees the SRNS benefit plans (including Legacy Benefits for certain retired or separated former DOE-SR contractor employees) for which SRNS provides administrative support pursuant to the SRNS Contract; and

WHEREAS, SRR is obligated to contribute to the Pension Plan and fund pre-determined percentages of the Legacy Benefits and certain Subcontractors expenses and, through a

modification to Contract No. DE-AC09-09SR22505 (the "SRR Contract") , DOE-SR will fund SRR's Pension Plan contributions and Legacy Benefits allocation by remitting such funds directly to SRNS (this funding does not include SRR payments for medical plan, life insurance, vision plan, dental plan, and other benefits for its current SRR employees and SRR retirees); and

WHEREAS, SRR desires to enter into an agreement with SRNS in which SRNS will protect SRR's interests and those of its employees by acting as a Fiduciary Agent to ensure that SRNS funds the specific plans and pays the expenses of Subcontractors as agreed upon pursuant to the independent covenants in this Agreement and the SRNS Contract; and

WHEREAS, SRNS has consented to continue in its role providing administrative support to the Committee and the SRNS Health and Welfare Committee and act as Fiduciary Agent to SRR for SRR payments to SRNS made by DOE-SR on behalf of SRR.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, the parties agree as follows:

ARTICLE 1 APPOINTMENT OF FIDUCIARY AGENT

1.1 SRR hereby appoints SRNS as its Fiduciary Agent for the funds remitted by DOE-SR to SRNS to fund SRR's share of Pension Plan contributions, Legacy Benefits, and certain Subcontractors expenses.

ARTICLE 2 OBLIGATIONS OF SRNS

- 2.1 SRNS shall fund the Pension Plan and Legacy Benefits less amount paid by SRR for those employees retiring directly from SRR and pay certain Subcontractors expenses with funds allocated to SRNS in its DOE Letter of Credit by DOE-SR on behalf of SRR. SRNS shall not expense these funds for any other purpose after drawing down its DOE Letter of Credit.
- 2.2 SRNS shall act as Fiduciary Agent to SRR for all funds allocated to SRNS by DOE-SR on behalf of SRR pursuant to federal and state laws, rules, and regulations governing the duties of fiduciaries.
- 2.3 SRNS shall provide SRR at the beginning of each Fiscal Year the Legacy Benefits cost forecast. SRNS shall also provide notification of all payments made on behalf of SRR within ten (10) business days after the close of the accounting period.
- 2.4 SRNS shall not charge any overhead costs or fees for services performed under this Article 2 through any Service Level Agreement to the Memorandum of Agreement for the Performance and Payment of Services Between Savannah River Nuclear Solutions, LLC and Savannah River Remediation LLC.
- 2.5 SRNS shall be responsible for monitoring the Pension and Legacy Benefits costs specifically provided against the 14C funding for Pension and Legacy Benefits, and for recording all monthly accruals for Pension and Legacy Benefits Costs.

**ARTICLE 3
TERMINATION**

- 3.1 This Agreement shall terminate upon the expiration of either the SRNS Contract or SRR Contract, whichever is first.
- 3.2 This Agreement may be terminated in whole or in part by SRR for its convenience only upon the following conditions: (i) that SRR first obtain written consent or approval from DOE-SR to change the SRR funding mechanism for Pension Plan contributions, Legacy Benefits, and Subcontractors expenses; (ii) that SRNS be given not less than thirty (30) calendar days written notice of intent to terminate; and (iii) that SRNS be given an opportunity for consultation with SRR prior to termination.
- 3.3 Upon receipt of a notice of termination pursuant to this Article 3 and after consultation, SRNS's obligations as Fiduciary Agent under this Agreement are dissolved and funding authority for Pension Plan contributions, Legacy Benefits, and Subcontractors expenses on behalf of SRR expires.
- 3.4 SRR shall send any notice of termination to the SRNS party representative identified in Article 9 below.

**ARTICLE 4
LIABILITY**

- 4.1 All liability, loss, or damage as a result of claims, demands, costs, penalties, or judgments arising out of activities performed or omitted by SRNS under this Agreement shall be the sole responsibility of SRNS, and not the responsibility SRR. However, nothing herein shall be construed as a waiver of any immunity or limitation of liability that SRNS and its employees, officers, and Board of Managers may have as provided by statutes, including those modified by court decisions.

**ARTICLE 5
ASSIGNABILITY**

- 5.1 Neither of the parties to this Agreement may assign this Agreement or the obligations of the respective parties without the prior written consent of the other.

**ARTICLE 6
VALIDITY**

- 6.1 If any provision of this Agreement or its application to any party, person, or circumstance is, to any extent, judicially or administratively determined to be invalid or unenforceable, the remainder of the Agreement, or the application of the provision to any party, person or circumstance other than those as to which it is invalid or unenforceable, is not affected and is enforceable, provided the invalid provision does not substantially alter the Agreement or make execution impractical.

**ARTICLE 7
ENTIRE AGREEMENT**

- 7.1 This document, including any attachments, contains the entire agreement between the parties.
- 7.2 No party has made any representation governing the material terms and conditions of this Agreement except those representations expressly set forth herein.
- 7.3 No rights or remedies are, or will be acquired, by either party by implication or otherwise unless set forth herein.

**ARTICLE 8
JURISDICTION AND GOVERNING LAW**

- 8.1 This Agreement, and all actions arising from it, shall be governed by, subject to, and construed according to the laws of the State of South Carolina except for federal law governing fiduciary duties.

**ARTICLE 9
PARTY REPRESENTATIVES**

- 9.1 Contact information for party representatives is as follows:

Ms. Sandra P. Fairchild
Building 766-H
Aiken, South Carolina 29808
Telephone: 803.208.3203
Telefacsimile: 803.208.8194
Email: sandra.fairchild@srs.gov

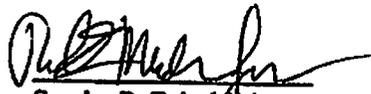
Ms. Margaret A. Davis
Building 730-2B
Aiken, South Carolina 29808
Telephone: 803.725.0490
Telefacsimile: 803.724.9419
Email: peggy.davis@srs.gov

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date first written above.

SAVANNAH RIVER REMEDIATION LLC

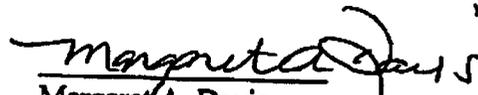
SAVANNAH RIVER NUCLEAR
SOLUTIONS, LLC

By:



Sandra P. Fairchild
Its: Business Manager and
Chief Financial Officer

By:



Margaret A. Davis
Its: Vice President and
Chief Financial Officer

CONCURRENCE BY
THE U.S. DEPARTMENT OF ENERGY
SAVANNAH RIVER OPERATIONS OFFICE

By: 
Scott Longston
Its: Contracting officer

Temporary Delegation of Authority

In accordance with the SRS IB Management Requirements and Procedures Manual, Procedure 3.10 Limits of Authority Procedure, temporary delegation of authority is hereby granted as indicated.

Delegating Manager: **FAIRCHILD, SANDRA P**

Department: **WR0000 - SRR PROJECT MGMNT STAFF**

I hereby grant my authority to **MEADORS, ROBERT E** for the period of **June/11/2012** to **June/15/2012**. For signature authority, a copy of this delegation will be attached to all documents signed on my behalf, as directed in the SRS, IB Manual.



Signature



PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

APPENDIX M - DELIVERABLES

ITEM NO.	DELIVERABLE	CLAUSE	FREQUENCY	APPROVAL
39.	<p>The LW contractor will provide a forecast of the direct cost profile for 14C B&R in September before the beginning of the fiscal year. The LW contractor will also provide the actual program costs for true ups at quarter-end and year-end. The quarter-end true ups will use the actuals incurred through the previous month end. The year-end true up will use 11 months of program cost data to meet fiscal year-end reporting deadlines.</p>	<p>Section C, Statement of Work, C.3 – Responsibilities for Sponsorship, Management and Administration of Contract Employee Pension and Other Benefit Plan and Section H, H.9 – Employee Compensation: Pay and Benefits</p>	<p>The LW contractor shall provide initial beginning year forecast and quarterly and yearly program costs amounts to DOE-SR no later than the 20th of the month before quarter-end or year-end.</p>	