

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
				1   4	
<b>2. AMENDMENT/MODIFICATION NO.</b>		<b>3. EFFECTIVE DATE</b>		<b>4. REQUISITION/PURCHASE REQ. NO.</b>	
198		06/04/2012		12EM002362	
<b>5. PROJECT NO. (If applicable)</b>		<b>6. ISSUED BY</b>		<b>7. ADMINISTERED BY (If other than Item 6)</b>	
		CODE 00901		CODE 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			
<b>8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)</b>		<b>9A. AMENDMENT OF SOLICITATION NO.</b>		<b>9B. DATED (SEE ITEM 11)</b>	
SAVANNAH RIVER REMEDIATION LLC Attn: Deborah J. Schlismann Savannah River Site Building 766-H Aiken SC 29808		(x)			
		x		<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b> DE-AC09-09SR22505	
				<b>10B. DATED (SEE ITEM 13)</b> 12/08/2008	
<b>CODE</b> 808376193		<b>FACILITY CODE</b>			

**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 9 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.**

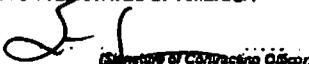
<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</b>
	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation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

**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.

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

- A. The purpose of this modification is to remove future pension and certain legacy benefits costs from the Liquid Waste contract. No additional pension or legacy benefits costs from other SRS Contractors will be allocated or costed to the Liquid Waste contract. The revised Section B.1 funding table and total estimated cost of the basic term and option years of the contract for pension and legacy benefits contributions are included in this modification.**
- B. The Contractor hereby releases the Government from any and all liability under this contract for equitable adjustments attributable to such facts or circumstances giving rise to the modifications agreed to herein.**
- C. All other terms and conditions remain unchanged.**

Attachment 1

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

FROM:

	Fiscal Year									TOTAL
	2009	2010	2011	2012	2013	2014	2015	2016	2017	
Basic Term Funding EM Operation	\$145	\$450	\$450	\$560	\$570	\$580	\$450			\$3,205
Basic Term Funding Recovery Act	\$200									\$200
Total Basic Term Funding	\$345	\$450	\$450	\$560	\$570	\$580	\$450			\$3,405
Option 1							\$150	\$620	\$555	\$1,325
Option 2							\$32	\$64	\$48	\$144

TO:

	Fiscal Year									TOTAL
	2009	2010	2011	2012	2013	2014	2015	2016	2017	
Basic Term Funding EM Operation	\$145	\$450	\$450	\$522	\$466	\$477	\$408			\$2,918
Basic Term Funding Recovery Act	\$200									\$200
Total Basic Term Funding	\$345	\$450	\$450	\$522	\$466	\$477	\$408			\$3,118
Option 1							\$106	\$534	\$491	\$1,131
Option 2							\$32	\$64	\$48	\$144

**Attachment 2**

The following tables reflect adjustment of the estimated contract cost for pension contributions for FY 2012 – 2015 and FY 2015 - 2017:

The FY 2009 – 2015 pension contribution for the basic term of the contract is decreased by \$248,234,606.66 changing it **FROM:** \$379,393,666.00 (per MOD 037) **TO:** \$131,159,059.34 as follows:

**Basic Term:**

	2012	2013	2014	2015	TOTAL 2012-2015
<b>FROM:</b>	\$85,374,000.00	\$90,396,000.00	\$89,001,000.00	\$36,130,500.00	\$300,901,500.00
<b>BY:</b>	\$32,707,106.66	\$90,396,000.00	\$89,001,000.00	\$36,130,500.00	\$248,234,606.66
<b>TO:</b>	\$52,666,893.34	\$0	\$0	\$0	\$52,666,893.34

The FY 2015 – 2017 pension contribution for option years 1 & 2 of the contract is decreased by \$162,587,300.00 changing it **FROM:** \$162,587,300.00 (per MOD 037) **TO:** \$0 as follows:

**Option Years:**

	2015	2016	2017	TOTAL 2015-2017
<b>FROM:</b>	\$36,130,500.00	\$72,261,000.00	\$54,195,800.00	\$162,587,300.00
<b>BY:</b>	\$36,130,500.00	\$72,261,000.00	\$54,195,800.00	\$162,587,300.00
<b>TO:</b>	\$0	\$0	\$0	\$0

The following tables reflect adjustment of the estimated contract cost for legacy benefits costs for FY 2012 – 2015 and FY 2015 - 2017:

The FY 2009 – 2015 legacy benefits cost for the basic term of the contract is decreased by \$40,216,853.31 changing it **FROM:** \$87,239,400.00 (per MOD 037) **TO:** \$47,022,546.69 as follows:

**Basic Term:**

	2012	2013	2014	2015	TOTAL 2012-2015
<b>FROM:</b>	\$16,925,958.00	\$16,588,500.00	\$17,726,300.00	\$9,429,900.00	\$60,670,658.00
<b>BY:</b>	\$5,818,922.75	\$13,790,709.00	\$14,286,794.82	\$6,320,426.74	\$40,216,853.31
<b>TO:</b>	\$11,107,035.25	\$2,797,791.00	\$3,439,505.18	\$3,109,473.26	\$20,453,804.69

The FY 2015 – 2017 legacy benefits cost for option years 1 & 2 of the contract is decreased by \$32,304,281.91 changing it **FROM:** \$42,434,600.00 (per MOD 037) **TO:** \$10,130,318.09 as follows:

**Option Years:**

	2015	2016	2017	TOTAL 2015-2017
<b>FROM:</b>	\$9,429,900.00	\$18,859,800.00	\$14,144,900.00	\$42,434,600.00
<b>BY:</b>	\$8,393,408.91	\$13,985,915.37	\$9,924,957.63	\$32,304,281.91
<b>TO:</b>	\$1,036,491.09	\$4,873,884.63	\$4,219,942.37	\$10,130,318.09

B. The total estimated contract cost without options is decreased by \$288,451,459.97, changing it **FROM:** \$3,494,308,502.56 **TO:** \$3,205,857,042.59.

The total estimated contract cost with options is decreased by \$483,343,041.88, changing it **FROM:** \$4,529,455,822.56 **TO:** \$4,046,112,780.68.