

2. AMENDMENT/MODIFICATION NO. 204	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12EM002617	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 (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.
		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	<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>
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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	G.4 (e)(1) Technical Direction, H.14 (b) and (d) Project Control Systems, & 52.232-22 Limitation of Funds

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) <i>L. Dave Olson, President &amp; Project Mgr.</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Scott D. Langston
15B. CONTRACTOR/OFFEROR <i>LD Olson</i> (Signature of person authorized to sign)	15C. DATE SIGNED 7/6/2012
	16B. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)
	16C. DATE SIGNED 7/6/2012

**SF30 Block 14**

A. The purpose of this modification is to:

- (1) Incorporate the program technical execution direction provided by System Plan Revision 17, and
- (2) Adjust the contract's estimated cost based on SRR cost proposal # CAA-CP-2012-002, dated May 8, 2012, entitled, 'System Plan Revision 17 Proposal'

B. The parties agree that Liquid Waste System Plan Revision 17, as approved on March 2, 2012, served as technical guidance within the meaning of contract clause G.4, 'Technical Direction' (DEAR 952.242-70). The approval of System Plan Revision 17 was referred to the Contracting Officer due to a projected impact to the total estimated contract cost resulting from the implementation of the Plan. The parties further agree that the cost impact can appropriately be recognized and incorporated into the contract pursuant to contract clause I.78 'Limitation of Funds' (FAR 52.232-18), subparagraph (g).

C. To recognize the cost impact, the contract's total estimated cost is changed as follows:

- (1) Basic Term: (\$274,242,586.64)
- (2) Option 1: \$70,440,243.61

The total estimated contract cost without options is decreased by \$274,242,586.64, changing it **FROM:** \$3,205,857,042.59 **TO:** \$2,931,614,455.95.

The total estimated contract cost with options is decreased by \$203,802,343.03, changing it **FROM:** \$4,046,112,780.68 **TO:** \$3,842,310,437.65.

D. To recognize the primary technical direction of System Plan Revision 17, the Performance Requirements table of contract clause H.50 is replaced in its entirety by the table attached hereto as Exhibit 01. Accordingly, Exhibit 01 identifies the following agreements between the parties concerning the Performance Requirements table of contract clause H.50:

- (1) Foremost, the overall performance objectives of H.50 remain intact as agreed to by the parties on Dec 8, 2008, through the award of the basic contract. The parties do recognize that achieving the objectives is subject to funding availability and the redirection of program priorities by DOE.

- (2) Since no new work (i.e., work beyond the contemplation of the parties at the time of contract formation) is being inserted into the contract by System Plan Revision 17, there is no entitlement for SRR to receive a fee adjustment (increase) as a result of this contract modification.
  - (3) Since no existing work is being deleted from Section C of the contract by System Plan Revision 17, there is no entitlement for the Government to receive a fee adjustment (decrease) as a result of this contract modification.
  - (4) Absent entitlement to a fee adjustment, an extension of time, or a requirement for accelerated performance, the implementation of System Plan Revision 17 does not constitute a Change Order under contract clause I.95 (FAR 52.243-2). Accordingly, Certified Cost and Pricing Data is not required for this contract modification.
  - (5) Implementation of System Plan Revision 17 will necessitate a Baseline Change Proposal (BCP) to ensure project control. The BCP will incorporate the performance requirements of contract clause H.50 as updated by this modification (i.e., Exhibit 01) and will be processed and approved in accordance with contract clause H.14. Consistent with H.14, the parties recognize that there is a clear separation between the contract and the management of the baseline, with the baseline serving as the source document for project management and not as a basis to definitize the contract in any manner.
- E. Acceptance of this modification by the parties constitutes an accord and satisfaction and represents a full settlement with respect to time, fee, impact effect, delays, and disruptions arising out of, or incidental to, the performance of work as herein revised.
- F. All other terms and conditions remain unchanged.
- G. List of Attachments:  
Attachment 01 Contract Clause H.50 Performance Requirements and Commitments