

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 0394	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	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)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SAVANNAH RIVER REMEDIATION LLC Attn: Jeffrey J. Bair 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)

No change in accounting and appropriation data

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

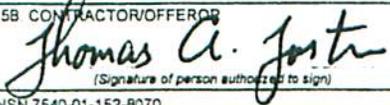
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) 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:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties

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 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Thomas A. Foster President and Project Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charlene Smith
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 5/12/2016
15D. UNITED STATES OF AMERICA	16C. DATE SIGNED  5/23/16 (Signature of Contracting Officer)

SF30 Block 14

- A. The purpose of this modification is to update the Section C—General Contract End State Requirements to align with Section H.50(b), Performance Requirement and Commitments, as revised by Modification 387.
- B. The General Contract End State Requirements are revised as follows:

General Contract End State Requirements

The Contractor is responsible for achievement of the following contract end states for the basic term of the contract:

- Operational closure of Tanks 18F and 19F
- Addition of at least 5 cubic yards of grout into Tank 16H primary vessel
- In addition to operational closure of Tanks 18 and 19, operational closure of other noncompliant liquid radioactive waste storage tanks in accordance with the following schedule
 - An additional two tanks operationally closed by September 30, 2014
- Planning and execution of activities necessary to support the future operational closure of noncompliant liquid radioactive waste storage tanks in accordance with the following schedule
 - Tank 16 operationally closed by October 27, 2015
 - Tank 12 operationally closed by May 31, 2016
- Production of at least 1,228 DWPF canisters at optimal sludge and salt waste loadings in keeping with achievement of all other contract end state requirements and support of the proposed small-scale plutonium vitrification nonproliferation capability if implemented
- Procurement and delivery to the SR M&O contractor of the requisite number of special 'magazine' equipped DWPF canisters necessary to support the continued and uninterrupted disposition of surplus plutonium depending on DOE's decision to build and operate the proposed small-scale plutonium vitrification nonproliferation capability
- Delivery of salt waste, fully conforming with SWPF salt feed waste acceptance criteria, to SWPF for processing, in keeping with SWPF's capability to receive and process salt waste. The supply of salt waste feed must be adequate to support continued and uninterrupted SWPF operations. The startup date and required feed rate for SWPF shall be as directed by the CO.
- Vault construction at the SDF conducted in full support of the sustained disposal of low-level waste at the SDF throughout the basic term of the contract and in

accordance with Section C.2.1.1, including all its subparts; and construction activities staged to support the continued and uninterrupted disposal of low-level waste at the SDF

- Waste Removal operations planned and conducted throughout the basic term of the contract to maintain a constant source of waste feed to Liquid Waste processing facilities in keeping with each facility's capability to receive and process waste; and planned and staged to support a continued and uninterrupted source of waste feed to Liquid Waste processing facilities
- Sludge waste feed processing to maximize sludge waste throughput at DWPF consistent with DWPF's capability to receive and process waste; and planned and staged to maximize continued and uninterrupted sludge waste throughput at DWPF
- Annual delivery of a system plan for successful mission achievement of Project Baseline Summary (PBS) 0014C

Underlying the DWPF canister production Contract End State specified above, two major DWPF outages, each four months in duration, are forecast for the purposes of replacing a failing or failed melter during the basic term of the contract.

The Contractor is responsible for achievement of the following contract end states for Option 1 of the contract (2-Year Option Period: July 1, 2015, through June 30, 2017)

- Operational closure of noncompliant liquid radioactive waste storage tanks in accordance with the following schedule
 - Tank 16 operationally closed by October 27, 2015
 - Tank 12 operationally closed by May 31, 2016
 - Complete BWRE in up to 5 tanks to meet FY2016 and FY2017 FFA commitments

Planning and execution of activities necessary to support the future operational closure of noncompliant liquid radioactive waste storage tanks

- Production of at least 279 DWPF canisters at optimal sludge and salt waste loadings in keeping with achievement of all other contract end state requirements and support of the proposed small-scale plutonium vitrification nonproliferation capability if implemented
- Implementation of Interim Canister Storage – Double Stack (ICS-DS) in Glass Waste Storage Building #1 (GWSB1) at a rate to support DWPF canister production
- Procurement and delivery to the SR M&O contractor of the requisite number of special 'magazine' equipped DWPF canisters necessary to support the continued and uninterrupted disposition of surplus plutonium depending on DOE's decision to build and operate the proposed small-scale plutonium vitrification nonproliferation capability

- Delivery of up to 3,200,000 gallons of salt waste, fully conforming with the ARP/MCU salt feed waste acceptance criteria, to ARP/MCU for processing and through alternate processing means to yield a high-activity salt stream which meets waste feed acceptance criteria for processing at DWPF and a low-activity salt stream which meets waste feed acceptance criteria for processing and disposal at the Saltstone Facility, in keeping with these facilities' capabilities to receive and process these waste streams.
- Vault construction at the SDF conducted in full support of the sustained disposal of low-level waste at the SDF throughout the Option 1 term of the contract and in accordance with Section C.2.1.1, including all its subparts; and construction activities staged to support the continued and uninterrupted disposal of low-level waste at the SDF
- Waste Removal operations planned and conducted throughout the Option 1 term of the contract to maintain a constant source of waste feed to Liquid Waste processing facilities in keeping with each facility's capability to receive and process waste; and planned and staged to support a continued and uninterrupted source of waste feed to Liquid Waste processing facilities
- Sludge waste feed processing to maximize sludge waste throughput at DWPF consistent with DWPF's capability to receive and process waste; and planned and staged to maximize continued and uninterrupted sludge waste throughput at DWPF
- Annual delivery of a system plan for successful mission achievement of Project Baseline Summary (PBS) 0014C

Underlying the DWPF canister production Contract End State specified above, no major DWPF outages are forecast for the purposes of replacing a failing or failed melter during the Option 1 term of the contract.

The Contractor is responsible for achievement of the following contract end state for Option 2 of the contract (Operation of SWPF During 2-Year Option Period: July 1, 2015, through June 30, 2017)

Processing of at least 12,000,000 gallons of salt waste at SWPF to yield a high-activity salt stream which meets waste feed acceptance criteria for processing at DWPF and a low-activity salt stream which meets waste feed acceptance criteria for processing and disposal at the Saltstone Facility, in keeping with these facilities' capabilities to receive and process these SWPF output waste streams.

C. All other terms and conditions remain unchanged.