

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 OF 2

2. AMENDMENT/MODIFICATION NO. A121	3. EFFECTIVE DATE (M/D/Y) See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY U.S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Bechtel National, Inc. 2435 Stevens Center Place Richland, WA 99352	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC27-01RV14136
	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) December 11, 2000

CODE	FACILITY CODE
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11. THIS ITEM 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 DATE AND HOUR 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 amendment and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS SET FORTH 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.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: FAR 52.243-2, Changes—Cost-Reimbursement
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Continuation Page (s)

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) W.S. Elkins BNI Project Director		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Thomas M. Williams Contracting Officer	
15B. CONTRACTOR/OFFEROR ORIGINAL SIGNED BY _____ (Signature of person authorized to sign)	15C. DATE SIGNED 3/21/08	16B. UNITED STATES OF AMERICA ORIGINAL SIGNED BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 3/25/08

Purpose of Modification:

The purpose of this contract modification is to update the Inter-Office Work Order (IWO) funding amount; and to change the references listed in Section B.2.

Description of Modification:

- 1) The funding amount is increased from \$68,430,000.00 to \$73,652,000.00.
- 2) Savannah River Technology Center (SRTC) is changed to Savannah River National Laboratory (SRNL).
- 3) Hanford River Protection Project Waste Treatment Plant is changed to Hanford Tank Waste Treatment and Immobilization Plant.
- 4) Mod. 22 is changed to Amendment # 33.
- 5) The specific changes are listed in Attachment 1.
- 6) All other terms and conditions remain the same.

B.2 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) Subject to the Section I Clause entitled, *Limitation of Funds*, the amount presently obligated under the Contract is shown in the following Table. Nothing in this paragraph or in the Clause entitled *Limitation of Funds* is to be construed as authorizing the contractor to exceed limitations stated in the following Table established by DOE and furnished to the contractor from time to time under the contract. The following Table establishes controls on the costs to be incurred and encumbrances to be made in the performance of the contract work. The contractor agrees to comply with the specific limitations on costs and encumbrances (ceilings) set forth in the Table and to notify DOE promptly, in writing, whenever it has reason to believe that any limitation on costs and encumbrances will be exceeded or substantially underrun. **(A119)**

Description	Appropriation Symbol	B&R No. (Control Point)	Budget Authority
	01250	1110401	\$3,006,205,907.70
LAW	01250	1111183	\$448,286,995.59
LAB	01250	1111184	\$130,292,631.82
BOF	01250	1111185	\$164,687,148.87
HLW	01250	1111186	\$373,475,955.11
PT	01250	1111187	\$485,604,178.94
Total of Budgetary Control Points			\$4,608,552,818.03

An Inter-Office Work Order (IWO) has been established for work under this Contract performed by the Savannah River National Laboratory (SRNL) on behalf of the Contractor. The Work Description for this IWO is to conduct experimental studies for flow sheet verification, optimization, integration, and scale up in support of the technical basis for design and operation of the Hanford Tank Waste Treatment and Immobilization Plant. This work is based on the Westinghouse Savannah River Company – SRNL Proposal Rev. III and subsequent Change Control that has been approved by the Contractor. The DOE identification number for this IWO is “MOSRLE60”. **(A030) (A121)**

The Government owns the IWO process; therefore, all funding under this IWO is approved by the Office of River Protection and work is conducted under the Contractor’s management direction. At the Contractor’s request, DOE has transferred work authority to SRTC totaling \$73,652,000 through Amendment # 33 of this IWO. This total IWO funding transfer is not reflected in funding amounts shown in the above table, but counts toward meeting ORP Contract funding requirements set forth elsewhere in this Contract. **(A058) (A121)**

- (b) Except as may be specifically provided to the contrary in the Contract (Section I Clause entitled, *Nuclear Hazards Indemnity Agreement*) the duties and obligations of the U.S. Department of Energy (DOE) hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress that DOE may legally spend for such purposes.