

2. AMENDMENT/MODIFICATION NO. 1036	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY Savannah River Operations Office U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 893037	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 NUCLEAR SOLUTIONS LLC Attn: James W. Johnson, Jr. 203 LAURENS ST SW AIKEN SC 29801	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470
		10B. DATED (SEE ITEM 13) 01/10/2008

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3) and DEAR 970.5243-1 Changes (DEC 2000)
	D. OTHER (Specify type of modification and authority)

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.)
UEI: XLQ7CKUSQSD5
See Pages 2-7.

Payment:
OR for Savannah River
<https://vipers.doe.gov>
Any questions, please contact
by call/email 855-384-7377 or
VipersSupport@hq.doe.gov

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) James W. Johnson, Jr., Senior Director Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARIE GARVIN Digitally signed by MARIE GARVIN Date: 2022.09.28 20:16:24 -04'00'
15B. CONTRACTOR/OFFEROR JAMES JOHNSON (Affiliate) Digitally signed by JAMES JOHNSON (Affiliate) Date: 2022.09.28 19:34:09 -04'00' (Signature of person authorized to sign)	15C. DATE SIGNED 9/28/2022
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

SF30 Block 14

- A. The purpose of this modification is to extend the period of performance of this contract for a 48-month period, through September 30, 2026, with up to a 12-month option period which can extend the period of performance through September 30, 2027 (referred to as “Extension #3”).
- B. The contractor shall continue providing services as specified in Section C-3, Scope of Work – Mission Areas, with the following specific work to be accomplished, but not limited to, during the Extension #3 period. This includes the additional scope clarification related to management of H Canyon Complex and L Area as shown added below in paragraph C-3.1 (d) (4):

C-3.1 EM Closure Activities

(d) Nuclear Materials Management

The Contractor shall safely and effectively manage nuclear materials and facilities in accordance with applicable DOE Directives and requirements. Management of nuclear materials at SRS includes three distinct but integral functions: storage, operations, and disposition.

- (1) Storage: The Contractor shall conduct activities to place and maintain nuclear materials in a safe, secure, and stable form. These materials include spent nuclear fuel that may have originated from past operations or from U.S. and foreign research reactors. Storage shall be managed safely, securely, and efficiently to support site and DOE complex-wide consolidation and disposition missions.
- (2) Operations: The Contractor shall operate and maintain the H Canyon Complex to support stabilization and disposition of nuclear materials and spent nuclear fuel, as required by DOE. For planning purposes, DOE has assumed that H Canyon operations will contribute approximately 300,000 gallons per year to the Tank Farm through the base contract period of both the M&O and LW contracts.

The Contractor shall maintain an effective program to facilitate safe and secure nuclear material shipments consistent with the current authorization agreement and subsequent revisions. The Contractor shall stabilize, de-inventory, and transition excess nuclear facilities and ancillary structures for D&D.

- (3) Disposition: The Contractor shall plan for and disposition nuclear material and spent nuclear fuel in coordination with the NNSA Nuclear Nonproliferation Program and other applicable DOE programs. This includes the development of capability to disposition surplus plutonium and to prepare spent nuclear fuel for geologic disposal.
- (4) DOE reserves the right to descope management of H Canyon Complex and L Area scope as soon as October 1, 2026.

C-3.3 NNSA Activities

- (a) Tritium Operations (Defense Programs)
- (b) Nuclear Nonproliferation Programs
- (c) Radiological Assistance Program (RAP)
- (d) Proposed Savannah River Plutonium Processing Facility (SRPPF)

C-3.4 Landlord Services and Site Support

C-3.5 Other Capital Construction Project Support to DOE-SR or NNSA

- C. The total available fee for the extension period is \$520,547,933 with fee for each year as identified below:

October 1, 2022 to September 30, 2023 fee is \$85,449,556

October 1, 2023 to September 30, 2024 fee is \$101,315,460

October 1, 2024 to September 30, 2025 fee is \$114,285,560

October 1, 2025 to September 30, 2026 fee is \$114,207,509

Up to 12 Month Option (October 1, 2026 – September 30, 2027), fee is \$105,289,848

The following lines are hereby added to the table in Section B-2.3(a) of the contract:

PERFORMANCE PERIOD	Total Available Fee
Base Contract Period Inclusive of 38 Month POP	
August 1, 2008 – February 28, 2009	\$10,325,707
March 1, 2009* – September 30, 2009	\$22,502,292
October 1, 2009 – September 30, 2010	\$50,354,780
October 1, 2010 – September 30, 2011	\$49,750,000
October 1, 2011 – September 30, 2012	\$48,950,000
October 1, 2012 – September 30, 2013	\$56,035,000
October 1, 2013 – September 30, 2014	\$46,535,000
October 1, 2014 – September 30, 2015	\$45,730,000
October 1, 2015 – September 30, 2016	\$44,930,000
October 1, 2016 – September 30, 2017	\$44,211,120
October 1, 2017 – July 31, 2018	\$39,363,880
August 1, 2018 – July 31, 2019 (Mod 791)	\$44,711,120
August 1, 2019 – September 30, 2020 (Mod 857)	\$87,721,000
October 1, 2020 – September 30, 2021 (Mod 915, 917, 986)	\$75,350,095
October 1, 2021 – September 30, 2022 (Mod 994)	\$83,002,002
October 1, 2022 – September 30, 2023 (Mod 1036)	\$85,449,556
October 1, 2023 – September 30, 2024 (Mod 1036)	\$101,315,460

October 1, 2024 – September 30, 2025 (Mod 1036)	\$114,285,560
October 1, 2025 – September 30, 2026 (Mod 1036)	\$114,207,509
REMAINING OPTION PERIODS (Mod 1036)	
October 1, 2026 – September 30, 2027 (Mod 1036)	\$105,289,848
Total Fixed and Available Fee (Mod 1036)	\$1,270,019,929

The following paragraph is hereby deleted from Section B-2.3(b) of the contract (deletion is applicable to Extension #3):

At the end of each performance period specified above, there shall be no adjustment in the amount of the total available fee based on differences between any estimate of cost for performance of the work and the actual cost for performance of the work. Fee is subject to adjustment only under the provisions of the clause in Section I entitled, DEAR 970.5243-1 "Changes"; and, for a plus or minus 10% change in the estimated fee base of \$1.2B upon which contract extension #2 was based.

The following paragraph is hereby added to Section B-2.3(b) of the contract (addition is applicable to Extension #3):

B-2.3 (b) At the end of each performance period specified above, there shall be no adjustment in the amount of the total available fee based on differences between any estimate of cost for performance of the work and the actual cost for performance of the work. Except as described in paragraph B-2.4 and B-2.5 below, fee is subject to adjustment only under the provisions of the clause in Section I entitled, DEAR 970.5243-1 "Changes" and a plus or minus 10% change in the annual estimated fee base shown in the table below upon which contract extension #3 was based. (Mod 1036).

	FY2023	FY2024	FY2025	FY2026	FY2027
Fee Base	\$1,582,399,193	\$1,978,817,581	\$2,232,139,853	\$2,230,615,401	\$2,056,442,337
Annual Fee Rate	5.40%	5.12%	5.12%	5.12%	5.12%

If a change in the fee is required in accordance with DEAR 970.5243-1 and a plus or minus 10% change in the annual estimated fee base, it shall be calculated using the formulas below. If a Capital Asset Project is moved to a separate CLIN, the available fee amounts associated with the project shall be removed from the fee table in B-2.3(a) and included in the appropriate sub-CLIN.

FY 2023 Change

Total Fee Base = (Total Budget – Legacy Pension Cost – Post Retirement Benefits Costs – Normal Pension Costs – NNSA Budgeted SRNL Operations and Maintenance) * 87.95%
Change in Fee Base = Total Fee Base – Fee Base from Table Above

Change in Available Award Fee = Change in Fee Base * 5.40%

FY 2024-2027 Change

Total Fee Base = (Total Budget – Legacy Pension Cost – Post Retirement Benefits Costs – Normal Pension Costs) * 88.17%

Change in Fee Base = Total Fee Base – Fee Base from Table Above

Change in Available Award Fee = Change in Fee Base * 5.12%

The following sections B-2.4 and B-2.5 are hereby added to the contract:

B-2.4 Fee Structure for CLIN 0007, Capital Construction Projects for the Department of Energy Savannah River Operations Office (DOE-SR) and National Nuclear Security Administration (NNSA) (Mod 898, Revised in Mod 1036)

- a) The fee structure(s), and associated terms and conditions established under CLIN 0007 will be determined at the time the Sub-CLIN is awarded. Any fee base moved from CLIN 0001 to CLIN 0007 shall include the proportional available fee amount.
- b) If and when an SRPPF project Sub-CLIN is awarded under CLIN 0007, the available fee for the SRPPF project will not be limited to adjustment based on the terms in paragraph B-2.3(b) above. An annual adjustment will be allowed, for the difference between the estimated SRPPF budget amount shown in the table of B-2.4(b) and any revised Contractor’s SRPPF budget in a fiscal year, if the difference is an increase and is greater than or equal to \$50,000,000. This will be affected through an approved Contractor baseline change and prime contract modification. A fee percentage of four percent will be applied to the difference between the estimated SRPPF budgeted amount in the table of B-2.4(b) and the revised Contractor’s SRPPF budget to derive the incremental increase to the available fee for a fiscal year.

Estimated Budget	FY2023	FY2024	FY2025	FY2026	FY2027
SRPPF	\$700,000,000	\$858,235,000	\$1,014,508,000	\$1,051,339,000	\$952,000,000

B-2.5 Fee Adjustment for Descope of H Canyon Complex and L Area Management Mod 1036

If the Government descopes the management of the H Canyon Complex and L Area after September 30, 2025, the remaining uncosted funding, if any, and fee base (see table in paragraph B-2.3 (b) above) associated with the unperformed work and the corresponding fee associated with the unperformed work would be deducted from the contract excluding any Government agreed upon support SRNS provides the new H Canyon Complex and L Area contractor. The formula identified in paragraph B-2.3 (b) will be used to calculate the award fee change.

- D. The following Section B.6 – Key Personnel Replacement is hereby deleted from the contract

Unless approved in advance, in writing, by the CO, should any Key Personnel be removed, replaced, or diverted by the Contractor for reasons under the Contractor’s control (other than to maintain satisfactory standards of employee competency, conduct, and integrity under the

clause in Section I entitled, DEAR 970.5203-3 “Contractor's Organization”) within the first two years of performance from the effective date of the contract (SF 33, Block 2); or for a replacement Key Person within two years of being placed in the position, the Contractor shall forfeit \$1,000,000 in fee if said Key Person is the chief executive (Mod 986), and \$500,000 in fee for each occurrence with all other Key Personnel.

The following paragraph is hereby added to Section B-6 Key Personnel Replacement of the contract:

Unless approved in advance, in writing, by the CO, should any Key Personnel be removed, replaced, or diverted by the Contractor for reasons under the Contractor’s control (other than to maintain satisfactory standards of employee competency, conduct, and integrity under the clause in Section I entitled, DEAR 970.5203-3 “Contractor's Organization”) within the first two years of performance from October 1, 2022; or for a replacement Key Person within two years of being placed in the position, the Contractor shall forfeit \$1,000,000 in fee if said Key Person is the Chief Executive, and \$250,000 in fee for each occurrence with all other Key Personnel. Notwithstanding the aforementioned, no more than one-third of the Key Personnel will be diverted by the contractor within the period of October 1, 2022 to September 30, 2024.

E. The following subsection is hereby added to Section F.5 of the contract:

Pursuant to this modification, the period of performance of the contract has been extended to September 30, 2026.

- i. Option period of performance up to 12 months - October 1, 2026 - September 30, 2027

F. The following Section J Appendix D Key Personnel is deleted from the contract:

<u>Name</u>	<u>Title</u>
MacVean, Stuart A. -----	President and Chief Executive Officer
Carr, Dennis J. -----	Executive Vice President and Chief Operating Officer
Davis, Mark E. -----	Senior Vice President - NNSA Operations & Programs
Lawson, Janice -----	Senior Vice President – Environmental Management Operations
Powell, Norman G. -----	Senior Vice President, Business Services
Curtis, Jennifer -----	Senior Vice President & General Counsel
Sprague, Richard M. -----	Senior Vice President – Environment, Safety, Health & Area Completion

The following Section J Appendix D is hereby added to the contract:

<u>Name</u>	<u>Title</u>
MacVean, Stuart A. -----	President and Chief Executive Officer
Carr, Dennis J. ----- for NNSA	Executive Vice President and Chief Operating Officer
Wallace, James C.-----	Executive Vice President and Chief Operating Officer for EM
Epting, James C. -----	Senior Vice President - NNSA Operations & Programs
Lawson, Janice -----	Senior Vice President – Environmental Management Operations
Waddell, Lance R. -----	Senior Vice President, Business Services
Sprague, Richard M. -----	Senior Vice President – Environment, Safety, Health & Area Completion

G. All other terms and conditions remain unchanged.