

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 024	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue Idaho Falls ID 83415	CODE 00701	7. ADMINISTERED BY (If other than Item 6) Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue MS 1221 Idaho Falls ID 83415	CODE 00701
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) IDAHO TREATMENT GROUP LLC Jim Simonds 850 ENERGY DRIVE, SUITE 200 IDAHO FALLS ID 834011503		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 829228753			9B. DATED (SEE ITEM 11)
FACILITY CODE		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0001467
			10B. DATED (SEE ITEM 13) 05/27/2011

**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)

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

CHECK ONE X	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. Clause I.84 FAR 52.243-2 Changes--Cost Reimbursement (Aug 1987) Alt I (Apr 1984)
	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)

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.)

Tax ID Number: 26-4033556  
 DUNS Number: 829228753  
 This modification increases the Total Estimated Cost and Fee in Section B.3. See the attached Continuation Pages for all other changes.

FOB: Destination  
 Period of Performance: 05/27/2011 to 09/30/2015

Change Item 00001 to read as follows (amount shown is the total amount):

Continued ...  
 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) Acting President & Project Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DOE-ID Manager/HCA
15B. CONTRACTOR OFFICER NB Duelli	16B. UNITED STATES OF AMERICA [Signature]
15C. DATE SIGNED 11.16.12	16C. DATE SIGNED 11/19/12

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EM0001467/024

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NAME OF OFFEROR OR CONTRACTOR  
IDAHO TREATMENT GROUP LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	Process and dispose of the Transuranic (TRU) waste and Mixed Low-Level Waste (MLLW) at the Idaho National Laboratory (INL) Site's Transuranic Storage Area (TSA) . Line item value is:: \$454,501,584.00 Incrementally Funded Amount: \$164,000,000.00				454,501,584.00

This Modification No. 024 provides complete, revised contract Sections B, C (including Exhibits C.3 and C.4), H, I, J-Attachment C, and J-Attachment F.

**CONTRACTOR'S STATEMENT OF RELEASE:** In consideration of the modification agreed to herein as a Change settled in accordance with contract Section I.84, FAR 52.243-2 Changes — Cost Reimbursement (Aug 1987) Alternate 1 (Apr 1984), Idaho Treatment Group, LLC (ITG) hereby releases the U.S. Government from any and all liability arising under or related to this contract for the issues addressed in this modification, including, without limitation: (i) any and all “material differences” and “pending items” identified pursuant to Section B.7 of the contract; and (ii) any and all further equitable adjustments attributable to such facts or circumstances that are known or should have been known by ITG as of the date of execution of this modification. The Estimated Cost is \$419,202,975 and the Maximum Fee is \$35,298,609.

The details of this modification are as follows:

1. **Section B.3** is revised as follows:

**B.3 TOTAL ESTIMATED COST AND FEE**

- (a) The Estimated Cost is \$419,202,975 (excluding transition costs and fee).
- (b) The Transition Cost is \$1,932,268.
- (c) The Maximum Fee is \$35,298,609 (Maximum Fee cannot exceed 10% of the Estimated Cost). There is no fee for transition.
- (d) The Total Estimated Cost (including transition cost) and Fee is \$456,433,852.

2. **Section B.4** is revised to read as follows:

- (a) Waste Disposition Incentive for the first 22,150 cubic meters (m<sup>3</sup>). This includes AMWTP stored waste and 100m<sup>3</sup> (C.3.4) of TRU waste from other DOE sites and INL tenants.

Available Fee: \$19,807,859 (\$894.26/m<sup>3</sup>) (not to exceed 70% of the total fee in B.3(c))

- (b) i. Waste Disposition Incentive for an additional 4,450m<sup>3</sup>.  
Available Fee: \$10,524,250 (\$2,365/m<sup>3</sup>)  
Fee for the 4,450m<sup>3</sup> may be earned only after disposition of the first 22,150m<sup>3</sup> in B.4(a).
- ii. Waste Disposition Incentive for the remaining estimated 2,100m<sup>3</sup>.  
Available Fee: \$4,966,500 (2,365/m<sup>3</sup>)

Fee for the remaining estimated 2,100m<sup>3</sup> may be earned only after disposition of the first 26,600m<sup>3</sup> in B.4(a) and (b)i.

This portion of the fee is based on the assumption that there will be no more than 2,100m<sup>3</sup> of waste remaining once the first 26,600m<sup>3</sup> has been dispositioned. In the event that the Government determines that the quantity of waste remaining is either more or less than 2,100m<sup>3</sup>, the CO may reallocate the balance of the available fee on a pro rata share based on the revised quantity of waste. During the final fee determination, the CO shall reallocate fee on a pro rata share based on the revised quantity of waste.

Differences of less than or equal to +/- 10% of the total estimated 28,700m<sup>3</sup> of Advanced Mixed Waste Treatment Project (AMWTP) stored\* waste (excludes offsite waste) will not constitute a basis for a change to the Maximum Fee identified in B.3(c).

3. **Section B.6** is revised to read as follows:

Total funds in the amount of \$ 168,621,113.76 [through Modification No. 023, dated October 4, 2012] are obligated herewith and made available for payment of allowable costs and fee from the effective date of the contract through September 30, 2015, subject to Federal Acquisition Regulation (FAR) Clause 52.232-22 Limitation of Funds.

4. **Section C, including Exhibits C.3 and C.4, is deleted in its entirety and replaced with the updated Section C and Exhibits C.3 and C.4 attached.**
5. **Section H is deleted in its entirety and replaced with the updated Section H attached.**
6. **Section I** is revised to include, at clause I.120, Attachment 1 – Model Clause, Implementing the Price-Anderson Amendments Act of 2005.
7. **Section J, Attachment C – DELIVERABLES/MILESTONES, is deleted in its entirety and replaced with the updated Section J, Attachment C attached.**
8. **Section J, Attachment F – KEY PERSONNEL**, is revised as follows:

President and Project Manager                      Danny Nichols

All other contract terms and conditions remain unchanged.