

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

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 A006 See Block 16C 07-99ID13481.001

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE
 U.S. Department of Energy
 Idaho Operations Office
 Procurement Services Division
 850 Energy Drive
 Idaho Falls, ID 83401-1563
 Janet K. Surrusco
 Tel: (208) 526-5477
 Fax: (208) 526-5548
 E-mail: surrusjk@id.doe.gov

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 BNFL, Inc.
 10306 Eaton Place, Suite 450
 Fairfax, VA 22030
 9B. DATED (SEE ITEM 11)
 X 10A. MODIFICATION OF CONTRACT/ORDER NO.
 DE-AC07-97ID13481
 10B. DATED (SEE ITEM 13)
 December 20, 1996
 CODE FACILITY CODE

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 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 ACKNOWLEDGMENT 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)
 89X0242.91 EW02D1240 252(TE) ID-WM-105 XID=6679580, \$8,214,057
 89X0249.91 EW03D1020 252(TQ) 97PVT2 XID=6679595, \$87,252,000
 89X0242.91 EW03D1020 252(TN) 97PVT2 XID=6679603, \$9

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

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).
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 FAR 43.103(a)(3), "Mutual Agreement"
 D. OTHER (Specify type of modification and authority):
 E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

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

The purpose of this Modification A006 is to obligate funds in the amount of \$95,466,066 and make an administrative change.

(See page 2)

Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David P. Letendre Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| BY <u>A. D. Spangley</u> (Signature of person authorized to sign) | <u>12/7/98</u> | BY <u>[Signature]</u> (Signature of Contracting Officer) | <u>12/9/98</u> |

The purpose of this Modification A006 is to obligate funds in the amount of \$95,466,066 and to make an administrative change to the contract. Of this \$95,466,066, DOE authorizes \$6,000,000, in addition to the \$10,000,000 obligated in Modification A003, to cover definitive design work necessary prior to the start of Phase II. However, this work may not be invoiced during Phase I. Total funds obligated to date are \$173,532,498.

1. On pages J-C-1 and J-C-2 of Section J, Appendix C, change Item 1. **GFE AVAILABLE** to read as follows:

"All Government Furnished Property and Government Furnished Equipment under this contract is furnished on an "as is, where is" basis.

Government Furnished Property and Government Furnished Equipment: As stated in Section 1 of the Phase II "Advanced Mixed Waste Treatment Project Tri-Party Memorandum of Agreement for BNFL Inc., Department of Energy, and Lockheed Martin Idaho Technologies Company" to be negotiated between the parties.

RCRA Permits: Applicable RCRA Permits will transfer to the Contractor"