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|---|---|--|--|-------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |   |  | 1. CONTRACT ID CODE  | PAGE 1 OF 3 PAGES |
| 2. AMENDMENT/MODIFICATION NO.<br><b>A025</b>  | 3. EFFECTIVE DATE<br><b>See Block 16C</b> | 4. REQUISITION/PURCHASE REQ. NO.<br>07-03ID13481.007 | 5. PROJECT NO. (If applicable)   |                   |
| 6. ISSUED BY<br><b>U.S. Department of Energy<br/>Idaho Operations Office<br/>Procurement Services Division<br/>850 Energy Drive, MS 1221<br/>Idaho Falls, ID 83401-1563</b> |   | CODE   | 7. ADMINISTERED BY (If other than Item 6)<br><b>Janet K. Surrusco<br/>Tel: (208) 526-5477<br/>Fax: (208) 526-5548<br/>E-mail: <a href="mailto:surrusjk@ld.doe.gov">surrusjk@ld.doe.gov</a></b> |                   |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)<br><b>BNFL Inc.<br/>10306 Eaton Place, Suite 450<br/>Fairfax, VA 22030</b>                         |   |  | 9A. AMENDMENT OF SOLICITATION NO.  |                   |
|   |   |  | 9B. DATED (SEE ITEM 11)  |                   |
|   |   | X  | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br><b>DE-AC07-97ID13481</b>  |                   |
|   |   |  | 10B. DATED (SEE ITEM 13)<br><b>December 20, 1996</b>   |                   |
| 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 242 ADSIDWM105 ID XID=09769610

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

|   |   |
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| X | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):<br>52.243-1 Changes--Fixed Price (Aug 1987), Alternate I (Apr 1984)<br>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:<br>42 USC 7256(a)  |
|   | 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 A025 is to obligate funds in the amount of \$684,969 to definitize the processing and associated shipping preparation costs of 197 m<sup>3</sup> of pre-certified waste included as part of the first 25,000 m<sup>3</sup>, and to add Section J, Appendix R to the contract.

In consideration of the modification agreed to herein for the processing and associated shipping of the 197m<sup>3</sup>, the contractor hereby confirms the price of this modification is based on the facts and circumstances known as of the date of this modification.

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.

|   |                                     |   |                                    |
|---|-------------------------------------|---|------------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br><b>A. J. DOBSON, General Manager</b>               |                                     | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br><b>Michael L. Adams<br/>Contracting Officer</b> |                                    |
| 15B. CONTRACTOR/OFFEROR<br>BY <u><i>[Signature]</i></u><br>(Signature of person authorized to sign) | 15C. DATE SIGNED<br><b>03/20/03</b> | 16B. UNITED STATES OF AMERICA<br>BY <u><i>[Signature]</i></u><br>(Signature of Contracting Officer)           | 16C. DATE SIGNED<br><b>3/20/03</b> |

This modification A025 makes the following changes to the contract:

1. On page B-1, Provision B-2 of the contract, change the total funds obligated from "\$499,779,311 to \$500,464,280.
2. On page B-1, Clause B.3 Price Schedule, first paragraph, change the first sentence to read:

"With the exception of the 197 m<sup>3</sup> of pre-certified waste, Phase III shall be on a fixed unit price with economic price adjustment basis for the first 25,000 m<sup>3</sup>."

3. On Page B-3, Clause B.3 Price Schedule, **Option 1 – Phases II and III**, replace the entire Phase III – Treatment Operations with the following:

"Phase III - Treatment Operations

Unit price for processing the initial 25,000 m<sup>3</sup> of waste

|  |                                  |
|--|----------------------------------|
| Unit price for processing 24,803 m <sup>3</sup> of uncertified waste | <u>\$4,180.55 /m<sup>3</sup></u> |
|--|----------------------------------|

|   |                               |
|---|-------------------------------|
| Fixed unit price for processing and preparing for shipment 197 m <sup>3</sup> of pre-certified waste as escalated | <u>\$3,477 /m<sup>3</sup></u> |
|---|-------------------------------|

|   |                                |
|---|--------------------------------|
| Unit price for amortization of Phase II costs over 25,000 m <sup>3</sup> of waste | <u>\$22,732 /m<sup>3</sup></u> |
|---|--------------------------------|

|   |                                  |
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| Unit price for processing the balance of 40,000 m <sup>3</sup> of waste | <u>\$4,180.55 /m<sup>3</sup></u> |
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|   |                      |
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| Total price for processing 65,000 m <sup>3</sup> of waste | <u>\$839,897,150</u> |
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Other Considerations:

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|---|------------------|
| Support to the TRU Program's Mobile Loading Team (MLT) for loading/handling of TRUPACT-157 (Mod. A021 & A022) | <u>\$31,288"</u> |
|---|------------------|

4. On page B-5, Clause B.6 Economic Price Adjustment Method, Section 1. **Price Structure and Basis for Economic Price Adjustment**, replace paragraph b. and paragraph b.(1) with the following:

b. With the exception of the 197 m<sup>3</sup> of pre-certified waste, Phase III shall be on a fixed unit price with economic price adjustment basis for the first 25,000 m<sup>3</sup> and on a fixed-price-redeterminable-prospective basis for all quantities above 25,000 m<sup>3</sup>. The Phase III unit price subject to adjustment shall be as follows:

- (1) The Contractor's Phase III unit price for the first 25,000 m<sup>3</sup> shall be divided into three components for purposes of economic price adjustment. That portion of the Phase III unit price for Phase II facility

cost amortization and the 197 m<sup>3</sup> of pre-certified waste shall not be subject to adjustment under this clause. The Phase III unit price for the remaining 24,803 m<sup>3</sup> making up the first 25,000 m<sup>3</sup> shall be subject to adjustment under this clause.

5. On page C-6, Clause C.5 Characterization, change the first sentence to read:

“With the exception of the 197 m<sup>3</sup> of pre-certified waste, the Contractor shall perform all pre-treatment characterization for INEEL waste to be transported and for all wastes to be treated or stored.”

6. On page C-8, Clause C.8 Packaging and Transportation, at the end of the second paragraph, add the following sentence.

“In addition to the packaging and transportation requirements stated in this Section C, the 197 m<sup>3</sup> of pre-certified waste shall be prepared for shipment in accordance with this Section J, Appendix R.”

7. On Page J-ii, at the bottom of Section J, List of Attachments, Table of Contents, add the following:

“APPENDIX R – PREPARATION OF TRUPACT II WASTE CONTAINERS FOR SHIPMENT OF 197 m<sup>3</sup> OF PRE-CERTIFIED WASTE FROM AMWTP TO WIPP .....J-R-1”

8. Incorporate the attached “Section J, Appendix R – Preparation of TRUPACT II Waste Containers for Shipment of the 197 m<sup>3</sup> of Pre-certified Waste from AMWTP to WIPP” into the contract.

## SECTION J

### APPENDIX R - PREPARATION OF TRUPACT II WASTE CONTAINERS FOR SHIPMENT OF 197m<sup>3</sup> OF PRE-CERTIFIED WASTE FROM AMWTP TO WIPP

1. Interface with TRANSCOM – Restricted to trained personnel.
  - BNFL Inc. will provide shipment information to TRANSCOM
  - Outgoing shipment scheduling, equipment identification number, transponder number, shipment information
  - Bill of lading in TRANSCOM system
  - Shipment tracking using TRANSCOM
2. Training and training certification costs for TRANSCOM interface.
3. Interface with Idaho State Police (ISP) – provide shipment information to ISP daily.
4. Inspection Reports – Commercial Vehicle Safety Alliance (CVSA) becomes part of completed shipping package and retained per requirements.
5. Driver interface post-trip inspection reports initiated with driver; documentation retention.
6. Notification of shipment:
  - Faxed to WIPP
  - Faxed to INEEL Warning Communications Center
  - Faxed to TRANSCOM
  - Emailed to DOE-ID
7. Paperwork retention for incoming shipment in accordance with code; retain copies of incoming shipment checklist, drivers post-trip inspection, and radiological maps.
8. Interface with INEEL security personnel concerning incoming and outgoing shipments.
9. Radiation survey of incoming containers and vehicles.
10. Pre-trip inspection prior to ISP (CVSA Inspection).
11. Interface with WIPP Central Monitoring Room (CMR) personnel for each shipment. Coordination of inbound shipments dates and times.
12. Provide a monthly report to DOE-ID of the actual costs of the incremental portion of the 197 m<sup>3</sup> work effort identified in this Section J, Appendix R. This effort shall be tracked and reported by cost for each cost element; e.g., labor hours, materials, subcontracts, travel, G&A, etc. This information will be used in documenting historical costs which could be used for cost projection purposes.