

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO 011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REG. 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 Attn: Jim Simonds 850 Energy Drive, Suite 100 Idaho Falls ID 83401		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 829228753	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	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: Contract Clause B.7 Material Differences
	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 resolves the material differences in accordance with provision B.7 Material Differences of the contract and includes some administrative changes. Refer to the Continuation Pages incorporated as part of this modification.

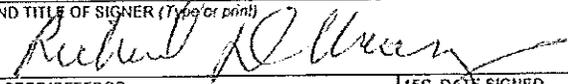
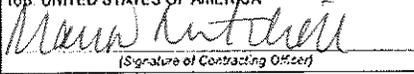
FOB: Destination

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) 	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Maria M. Mitchell
15B. CONTRACTOR/OFFEROR President, ITG (Signature of person authorized to sign)	15C. DATE SIGNED 03/22/12
16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 3/22/12

This modification resolves the material differences in accordance with Section B.7, Material Differences, of the contract. This section provided ITG a one-time opportunity to identify and notify the Contracting Officer of material differences. Material differences are defined as differences in the actual contract conditions compared to the projected status established in the Request for Proposal (RFP).

This modification settles four material differences, resulting in a net reduction to the total estimated cost by \$1,606,406. These material differences are: (1) a labor rate adjustment; (2) actual costs for removal of the sludge line; (3) a credit for spare parts and consumables; and (4) a credit for fiscal year 2011 costs provided in the RFP.

The parties agree that the remaining material differences identified by the Contractor (reference letter C-2011-0455, Subject: Contract No. DE-EM0001467, Advanced Mixed Waste Treatment Project Contract Deliverables – Material Differences, dated November 29, 2011) shall henceforth be referred to as “Pending Items,” and those Pending Items are not impacted by this modification and may be considered by the Department of Energy, Idaho Operations Office (DOE-ID). These Pending Items may be considered as: (1) Baseline Change Proposals (BCP) if and when the Contractor identifies and quantifies any impact to cost, scope or schedule; or (2) contract changes under any applicable remedy, if and when either party identifies any impact to cost, scope or schedule. To the extent that the Contractor submits any of the Pending Items as a BCP or a request for equitable adjustment, the Government agrees that the Contractor timely identified the issue to the Government.

STATEMENT OF RELEASE: In consideration of the modification of the four material differences agreed to herein as a complete equitable adjustment for the resolution of the material differences in accordance with contract section B.7, Material Differences, and subject to any representations made by one party to the other, each party hereby releases the other from any and all liability under this contract for the issues addressed in this settlement and for any and all further equitable adjustments attributable to such facts or circumstances that are known or should have been known by either party giving rise to the adjustment for those four material differences.

The contract is modified as follows:

1. **Section B.3 TOTAL ESTIMATED COST AND FEE** is revised to read as follows:
 - (a) The Estimated Cost is \$384,819,073 (excluding transition costs and fee).
 - (b) The Transition Cost is \$1,932,268.
 - (c) The Maximum Fee is \$28,981,911 (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 \$415,733,252.

2. **Section C.9 LABORATORY SAMPLING AND ANALYSIS** is deleted in its entirety and replaced with the following:

The Contractor shall secure and is responsible for the cost of all onsite and offsite laboratory analyses of samples it requires to complete its scope of work under this contract. The Contractor shall disposition any AMWTP waste that remains of its samples after analysis.

The Contractor shall operate the Analytical Chemistry Laboratory (ACL), including landlord functions, on a full cost recovery basis, i.e., it shall charge other users of the ACL's services their share of the Contractor's cost of operating the ACL. The Contractor shall determine, on a case-by-case basis, whether it will disposition RH waste samples and under what conditions.

The Contractor shall maintain the capability to perform TRU waste coring and sample preparation. The Contractor shall provide these services for the DOE complex, in accordance with CBFO-approved procedures. These services also shall be provided on a full-cost recovery basis that the Contractor shall negotiate with the site that provided the waste and/or the Central Characterization Project (CCP).

3. **Section H.3 PARTNERING AGREEMENT** is incorporated as follows:

In order to most effectively accomplish this Contract, the Government proposes to develop a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values. The process creates a teambuilding environment which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team, and achieving successful project execution. This endeavor seeks an environment that nurtures team building, cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be agreed to by both parties during Contract performance. The U.S. Army Corps of Engineers has championed partnering, and its guidelines and any changes thereto, unless otherwise expressly agreed, will be utilized in organizing partnering meetings and establishing a partnering agreement.

4. **Section H.29 EXECUTION ASSESSMENT** is deleted in its entirety and now reads **H.29 RESERVED.**

All other contract terms and conditions remain unchanged.