

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 708		3. EFFECTIVE DATE MAR 31 2004	4. REQUISITION/PURCHASE REQ. NO. dtd 2/26/2004 ADMIN RFP#	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Sharlene McCubbin, Div of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555		CODE 3100	7. ADMINISTERED BY (if other than Item 6) U.S. Nuclear Regulatory Commission Sharlene McCubbin, Div of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555	
			CODE 3100	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Shaw Environmental Inc. ATTN: Kathi Peterson 312 Directors Drive Knoxville TN 37923	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-26-91-292
	X	10B. DATED (SEE ITEM 13) 02-15-1991
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 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 of 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.

2. ACCOUNTING AND APPROPRIATION DATA (if required) N/A

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

(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.

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 Subpart 42.1204

D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor is not, is required to sign this document and return two copies to the issuing office.

1. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification follows on page 2.

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.

14. NAME AND TITLE OF SIGNER (Type or print) Frank T. Haseltine, Jr. Director, Contract Management		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephen Pool Contracting Officer	
15. CONTRACTOR/OFFEROR <i>Frank T. Haseltine, Jr.</i> (Signature of person authorized to sign)	15C. DATE SIGNED 3/31/04	16B. UNITED STATES OF AMERICA BY <i>Stephen Pool</i> (Signature of Contracting Officer)	16C. DATE SIGNED

STANDARD FORM 30 (REV. 10-83)

TEMPLATE - ADM001

ADM002

The purpose of this modification is to incorporate the novation agreement (Attachment No. 1) effective May 3, 2002, between IT Corporation (Transferor) and Shaw Environmental, Inc., (Transferee) and the Government under the authority contained in FAR Subpart 42.1204, thereby modifying the subject contract and modifications thereto, to indicate the Shaw Environmental, Inc is the successor-in-interest to IT Corporation. The afore-mentioned Novation Agreement provides, but is not limited to, the following:

- a. The Transferee assumes all of the Transferor's liabilities and obligations under the contract;
- b. The Transferor waives all claims and rights against the Government under the contract;
- c. The Transferor guarantees performance of the contracts by the Transferee in accordance with the conditions contained in the contract.

Accordingly, the contract is hereby modified as follows:

Block 7 of the Standard Form 26 of the contract, is hereby deleted and substituted with the following in lieu thereof:

"7. Name and Address of the Contractor (Transferee):

Shaw Environmental, Inc.
312 Directors Drive
Knoxville, TN 37923"

All other terms and conditions remain the same.

(5) The Transferee is in a position to fully perform all obligations that may exist under the contracts.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts.

(7) Evidence of the above transfer has been filed with the Government.

(b) IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT—

(1) The Transferors confirm the transfer to the Transferee, and waive any claims and rights against the Government that they now have or may have in the future in connection with the contracts.

(2) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferors under the contracts as if the Transferee were the original party to the contracts. The Transferor is relieved of liability for all claims in connection with performance of the contracts, before or after May 3, 2002, in accordance with the terms of the Sale Order.

(3) The Transferee ratifies all previous actions taken by the Transferors with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferors' successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferors in and to the contracts as if the Transferee were the original party to the contracts. The Sale Order shall not operate as a waiver by the Transferee of any rights, titles and interests that the Transferors had in connection with contracts prior to May 3, 2002. Following the effective date of this Agreement, the term "Contractor," as used in the contracts, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferors. Nothing in this Agreement shall be construed as a waiver of any right of the Transferor to assert that 11 U.S.C. 365(k) is applicable or for the Government to assert that 11 U.S.C. 365(k) is not applicable.

(6) All payments and reimbursements previously made by the Government to the Transferors, and all other previous actions taken by the Government under the contracts, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferors shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of those obligations under the contracts, to the extent of the amounts paid or reimbursed.

CERTIFICATE

I, FRANK C. RICE, certify that I am the VICE PRESIDENT of IT CORPORATION, that HARRY J. SOOSE, JR., who signed this Agreement for this corporation, was then COO of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this 20TH day of FEBRUARY, 2003
By: Frank C. Rice

[CORPORATE SEAL]

CERTIFICATE

I, FRANK C. RICE, certify that I am the VICE PRESIDENT of OHM REMEDIATION SERVICES CORPORATION, that HARRY J. SOOSE, JR., who signed this Agreement for this corporation, was then VICE PRESIDENT of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this 20TH day of FEBRUARY, 2003
By: Frank C. Rice

[CORPORATE SEAL]

CERTIFICATE

I, FRANK C. RICE, certify that I am the VICE PRESIDENT of GROUNDWATER TECHNOLOGY, INC., that HARRY J. SOOSE JR., who signed this Agreement for this corporation, was then VICE PRESIDENT of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this 20TH day of FEBRUARY, 2003
By: Frank C. Rice

[CORPORATE SEAL]

CERTIFICATE

I, Gregory P. GRAPHIA, certify that I am the SECRETARY of SHAW ENVIRONMENTAL, INC., that T.A. BARFIELD, who signed this Agreement for this corporation, was then PRESIDENT of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this 20 day of January 2003
By: Gregory P. Graphia

[CORPORATE SEAL]