

CHAPTER 7. CONTRACT ADMINISTRATION
SECTION 11. STANDARD FORM 30
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

7.11.1 Introduction . Standard Form 30 (SF-30), when properly executed by the contractor and the Administrative Contracting Officer (ACO) or the Contracting Officer, constitutes a legal contract modification, thereby placing all responsibility for the final document on the ACO or the Contracting Officer. Field personnel will normally prepare the SF-30 for all in-scope contract modifications. The Directorate's review of modifications will be limited to that necessary to determine compliance with instructions; to post changes in the pricing schedule and the contract special/ technical provisions; to ensure that the change is under the appropriate contract clause and does not exceed the authority limits; and to ensure that the documents have been executed by authorized representatives of the contractor and the Government.

The Resident Management System (RMS) has been chosen as the Corps of Engineer Standard for preparation of SF-30s. Much of the format for the SF-30s is already predetermined and permits no changes by the REO. It is anticipated that a new Windows based version of RMS will be fielded within the next six to eight months. At that time, this section of the Plan will be updated to reflect the changes. Until then, the DOS Based RMS format will be used for preparing SF-30s.

7.11.2 Instructions for Preparing the SF-30 . (Exhibit 7-11*1 is an example.)

a. Block 1. Enter the appropriate page numbers, e.g., page 1 of 2 pages.

b. Block 2. Amendment/Modification No. The Resident Office will enter the six-digit modification number, e.g., A00002, A00003, A00020, A00021. This numbering system is in accordance with DFARS 204.70. Assignment of either an **A** or **P**, prior to the number, indicates which agency issued the modification. In nearly all circumstances, modifications issued by the **Center** will be preceded by an **A**, whereas those issued by **OSC** will be preceded by a **P**. **DO NOT ASSIGN A NUMBER UNTIL MODIFICATION IS READY TO BE ISSUED.** Refer to Section 6, Chapter 7 for procedures related to undefinitized modifications.

c. Block 3. Effective Date. A bilateral modification is not effective until it is signed by both parties, without any alterations by one party after the other has signed. The FAR 43.101(b) states, "... the effective date shall be the date agreed upon by the contracting parties." Normally this will not be possible, therefore; the effective date will be the latest signature date of the parties in Block 15 or 16. If a Suspension of Work, Notice to Proceed or Notice of Termination is initially issued by other than an SF-30, the effective date of the confirming SF-30 is the same date as the original action.

d. Block 4. Requisition/Purchase Req. No. Enter the change case number assigned by the REO.

e. Block 5. Leave Blank.

f. Block 6. Issued By: Enter the following address:

U.S. Army Engineering and Support Center, Huntsville, P. O. Box 1600, Huntsville, AL 358**07-4301**.

g. *Block 7. Administered By.* Enter U.S. Army Engineering and Support Center, Huntsville (1st line), street address of the applicable Resident Office (2nd line), and city, state and zip code of the applicable Resident Office (3rd line).

h. *Block 8. Name and Address of Contractor.* Enter the contractor's name and address exactly as shown on the contract.

i. *Blocks 9A and 9B.* Leave blank.

j. (1) *Block 10A.* Enter the contract number.

(2) *Block 10B.* Enter the date of contract award.

k. *Block 11.* Leave Blank.

l. *Block 12. Accounting and Appropriation Data.* This block describes the source and amount of funds to be obligated or deobligated through issuance of the modification. It is not necessarily the same amount as shown in Block 14, Change in Contract Price, therefore, do not refer to the change in contract price in Block 12. Information of that nature, i.e., change in contract price, is reserved for Block 14.

Show the exact funding citation shown on the approved Amendment to the Purchase Request and Commitment (PR&C) for increases in obligations, or as shown on the contracts for no-cost or credit modifications. Also, show the net increase or decrease in obligation by the fund citation. When a contract is funded by more than one account, show the citation for each affected account along with the change in obligation to be attributed to each account.

m. *Block 13.*

(1) "A" Check this block when issuing an undefinitized modification (e.g., notice to proceed) pursuant to the *Changes Clause*.

(2) "B" Check this block when issuing administrative changes, executed by the appropriate Contracting Officer or ACO.

(3) "C" Check this block when issuing a within the scope supplemental/bilateral agreement. Insert the title and numerical reference of the contract clause that affected the change; e.g., *Changes, 52.243-4; Differing Site Conditions, 52.236-2; Default (Fixed-Priced Construction), 52.249-10.*

(4) "D" Check this block when issuing unilateral modifications other than change order (Letter "A"). Insert the appropriate contract clause.

(5) "E" Check either, "is not" or "is," depending on the type of modification being issued. If the contractor signs, be sure and enter the number of signed copies that must be returned. Administrative changes do not require the contractor's signature. Supplemental agreements do require the contractor's signature. *Leave both blocks blank for a unilateral modification* since the contractor is given the opportunity, by transmittal letter, to accept the Government's offer.

n. Block 14.

(1) Description of Amendment/Modification. The description of the modification must be clear, complete, and concise. Signed modifications are stand-alone legal documents. **THEY MUST CLEARLY IDENTIFY ALL CHANGES IN THE TERMS OF THE CONTRACT.** The modification writer must always be cognizant that individuals not intimately involved in the change, be able to recognize and understand by reading the SF-30 and attachments; all changes to the plans, specifications, or any other terms of the contract. Those same individuals must be able to successfully post all changes to the contract documents, without referring to or referencing other sources. **DO NOT** refer to outside documents, e.g, letters, directives, requests for proposals, etc., unless they are included as attachments to the SF-30.

(2) A - SCOPE OF WORK. The modification writer should clearly and concisely state the Scope of Work to be performed through issuance of the modification. In the case of UCMs and definitization thereto; all previous NTPs should be discussed and brought forward up to and including the definitized modification. The total obligation to the Government, prior to definitization will also be stated here. When issuing a Suspension of Work, be sure to include as a minimum, the schedule of pertinent milestone dates and a date when the suspension will be lifted.

(3) B and C - CHANGE IN CONTRACT DRAWINGS/SPECIFICATIONS (respectively). If drawings and/or specifications are to be revised, it is necessary that the revisions be coordinated with prior modifications, and in some cases, other outstanding change requests. Indicate changes in the drawings and specifications by Enclosures 1 and 2. Where changes are not involved, state, "None." Do not use the statement, "Drawing changes will be shown on the as-built." Instead, where contract drawings are to be revised, *but not reissued*, list affected drawings on the enclosure applicable to the change in drawings and a general description of the drawing change provided.

(4) D - CHANGE IN CONTRACT PRICE. Following negotiations of an equitable price adjustment, complete this item to show the exact amount of the settled price, reflecting "increase" or "decrease." Whether an increase or decrease, all bilateral modifications, i.e.. Supplemental Agreements will include wording identifying the amount by which affected CLIN(s) change. In other words, state the amount the CLIN is changed **BY, FROM, and TO.** See section 6 for undefinitized modification and definitized modification language.

Where no change in contract price/value occurs, enter a statement to that effect.

(5) E - CHANGE IN THE CONTRACT TIME. Show the exact time extension in calendar days being granted under the contract. Also, signify the completion date being changed from the previous date specified to the revised completion date as currently modified. If the contract contains multiple completion dates, show the time extension being granted for each phase. In the event that a separate completion for the changed work is to be established, use the following statement: "A separate completion date of _____ is established for this work only. Liquidated damages do not apply thereto." If there is no change in contract time, enter a statement to that effect. **Note that in granting time extensions pursuant to the *Changes Clause*, the ACO must coordinate the time extension with the Program Manager and the Contracting Officer.**

When no change is made to the contract completion date, enter a statement to that effect.

(6) F - CLOSING STATEMENT. In accordance with FAR 43.204 (c) include the accord and satisfaction release language in its entirety in this section of the SF-30.

In consideration of the modification agreed to herein as complete equitable adjustments for the contractor's (insert date of final cost/price agreement) proposal for adjustment, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal for adjustment."

The FAR only requires the release language for bilateral supplemental agreements issued under the *Changes Clause*. However, it is recommended for all bilateral modifications, including VECP's, defaults, etc.

o. Signatures (Blocks 15 and 16 A, B and C).

(1) Whenever practical, the Resident Office will obtain the contractor's acceptance of the modification before presenting it to either ACO for signature (reference FAR 4.101 and 2.101). In most cases, it will not be practical for the contractor to sign bilateral modifications prior to signature by the HNC Administrative Contracting Officer, due to possible changes being made during HNC review. Therefore; in the case of bilateral modifications, should the contractor not be willing to sign the SF-30 after HNC ACO signature, the signed modification **DOES NOT** become a unilateral modification; consequently, the Resident Office will destroy it.

When the contractor is able to sign the modification first, forward the document to the HNC ACO. Signature by the HNC ACO after review indicates that he/she accepts the terms and conditions of the modification. Field Offices should leave Blocks 16A, B and C blank when modifications are to be signed by the HNC ACO. CD-CA will add the necessary data.

(2) Review of 15A and B after execution by the contractor is extremely important in that legal considerations require that a person authorized to bind the contractor sign the modification. Unless the owner of an individually owned company, or an officer (President, Vice President, or Secretary/Treasurer) of the corporation signs the modification, a Power of Attorney must be provided to the Government proving that, by action of the owner or the corporate board of directors, the person executing the modification is legally empowered to bind the company, or corporation, on contractual matters. For partnerships or joint ventures, there are a number of alternates to be considered. First, check the contract to determine if officers of both firms executed the contract. If officers of both firms executed the contract, then officers of both firms must execute the modifications, unless Powers of Attorney are provided by each firm authorizing one person to bind both firms, whereupon only one signature is required. If the contract is executed by only one person, representing both firms, then an appropriate Powers of Attorney already exists for that person and the modifications can be executed by that person. Regardless of the type of firm(s) involved, Powers of Attorney must designate the contract for which the authority is being granted, and must state that it will remain in effect until the Contracting Officer is notified otherwise. Often, Powers of Attorney limit the monetary and/or administrative authority being granted, and such limits should be duly noted.

(3) In lieu of Powers of Attorney, letters delegating authority may be acceptable provided they are signed by the owner of an individually owned company or President of a corporation, or Presidents of both firms involved in a partnership or joint venture, and provided that the letters clearly outline the authority being granted relative to modifications. If the letters are signed by persons other than the owner or the President(s), it is necessary to obtain additional documents such as Powers of Attorney or Corporate Business Charters showing that these persons have authority to redelegate their authority.

p. Miscellaneous

(1) For modifications issued pursuant to the *Default Clause*; include a brief description, time change, if applicable, and the statement, "The contract price remains unchanged." See examples in Section 15 of this chapter (7), Special Considerations, which includes considerations for Weather.

(2) The following guidance pertains to documentation of materials, supplies or contractor furnished equipment already purchased and required for the contract and deleted by a change. If the Contractor cannot return the excess materials for a credit, the Government will probably end up paying for the excess. In that case, all such property must be turned over to the Government and must be identified for tracking purposes in the SF-30 modification, definitizing the change. Either identify all of the excess property in the descriptive narrative or include an inventory list of all items in an attachment to the modification.

7.11.3 Procedures for Processing . (See also section 6 of this chapter for undefinitized modifications.)

a. For bilateral modifications within the ACO's authority.

(1) Under normal circumstances, the contractor should execute the bilateral modification before the ACO. In cases where the contractor's authorized official is not locally available and time does not permit normal mailing procedures, the Resident Office may have to 'overnight' mail the modification documents to the contractor or use some other expedited method. In extreme cases it may be necessary to fax the modification and consent, where applicable, to the contractor for signature and return, with the original to follow in the mail for signature, same date. Resident Offices should encourage the contractors to authorize an on-site representative to execute modifications within the same authority limits as the ACO.

(2) An original and one (1) copy of the SF-30 (pages 1 and 2), with all enclosures and attachments, should be sent to the contractor for execution of the bilateral agreement. Anyone distributing contractual information to contractors will ensure that there is a transmittal form with each transmittal to the contractor. This may be a standard form letter, facsimile header sheet, routing and transmittal sheet, etc., as appropriate. The person transmitting the documents will sign their name on the transmittal form, so there will be a record of who sent the information. The contractor will return the properly executed original. See chapter 13 relative to performance and payment bonds, and consents of surety and dollar limits for each.

(3) When the contractor returns the modification, the Resident Engineer will review the file to ensure that it is complete and correct, and that the contractor has not applied a reservation or

qualification. In the event the contractor adds a reservation or qualification, the modification becomes void and negotiations must be reopened to resolve the issue, or to ascertain the basis of the problem so that appropriate action can be determined. Check the contractor's signature block to ensure that the person signing the modification has the authority to bind the firm. If an unauthorized person has signed the modification, the contractor must provide a Power of Attorney. If Consent of Surety is involved, be sure that the surety representative has furnished a current Power of Attorney dated on or after the contractor executed the Consent.

(4) The Resident Office will retain the Official File. Assemble the modification and its complete supporting documentation so that the original of the SF-30 is accompanied by a supporting file containing all of the original or record file copies of correspondence, e.g., Modification Proposal Request; Prevalidation of Funds; Government estimates (original and revised); Pre-negotiation Objective Memorandum; Price Negotiation Memorandum; related correspondence; tax letter and Consent of Surety, etc.

(5) Assemble and forward a convenience file to CD-CA; consisting of a copy of the executed modification with copies of complete supporting file. It is not necessary to include copies of Parson's issued drawings or specifications. If the field office initiates sketches or changes include those sketches and affected specification pages.

(6) CEHNC-CT will report all modifications in excess of \$25,000 to the Contracting Officer within 72 hours of execution.

b. For bilateral modifications not within the ACO's authority.

(1) Upon completion of successful negotiations and execution of all supporting documentation, the RE will forward the SF-30 and all pertinent, i.e., supporting documents to CD-CA. Pertinent documents may, when applicable include the IGE/ROM, POM, PNM, Contractor's proposal, Certificate of Current Cost or Pricing Data, etc.

(2) CD-CA will review the SF-30 and all supporting documents for accuracy and completeness. Corrections if necessary will be coordinated with field personnel. Once any corrections are made, CD-CA will forward the package through the appropriate channels for concurrence to the HNC ACO for signature.

(3) If the HNC ACO signs the modification before the contractor, the modification will be faxed or overnight mailed to the Resident Office for Contractor signature. If the HNC ACO signs subsequent to the contractor, CD-CA/CT-D will mail the SF-30 along with other supporting documentation, e.g., SF-1415 - Consent of Surety and Increase in Penalty, to the contractor for execution of the consent. See Section 13 for additional information relative to Bonds/Consents of Surety.

When applicable, CD-CA/CT-D will prepare the SF-1415 - Consent of Surety and Increase in Penalty. Every effort will be made by HNC to simultaneously mail the SF-30 and necessary Consent documents to the contractor (see paragraph 3 above).

CD-CA will mail the official file copy to the Resident Office. Prior to mailing, CD-CA will copy the official file and make distribution within the Center. A convenience file will be maintained at HNC.

(4) Where Consent is involved, the RE Office will not make distribution if the original consent is not appropriately executed and returned to the Government. Payment of the modification will not be made until the modification has been distributed.

(5) CEHNC-CT will report all modification in excess of \$25,000 to the Contracting Officer within 72 hours of execution.

c. *(Modified) ENG Form 3762-2, Jun 98, Official Contract Record Checklist-Contract Modification/Delivery Order.* Place a check mark by all applicable documents listed on the form pertaining to each modification file. Include Modified Form 3762-2 in each official file sent to CD-CA.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. A00D02		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. <i>(if applicable)</i>		6. ISSUED BY CEHNC U.S. Army Engineering & Support Ctr., Huntsville, F.O. Box 1600 Huntsville, AL 35807-4307		7. ADMINISTERED BY (if other than item 6) ANCDF Resident Engineer Office 3580 Morrisville Road Anniston, AL 36201	
8. CODE		M		CODE	
B. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			9A. AMENDMENT OF SOLICITATION NO.		
Westinhouse Electric Corp. 1425 Wilmer Avenue Anniston, AL 36201					
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO. DAAA09-96-C-0018		
			10B. DATED (SEE ITEM 13) 02/29/96		
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> 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 9 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 <i>(if required)</i> Contract Amount Unchanged. Available Funding Increased \$300,000					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input checked="" type="checkbox"/> 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. <input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a). <input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Changes Clause, FAR 52.243-4 <input type="checkbox"/> D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 2 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
In consideration of the modification agreed to herein as complete equitable adjustments for the contractor 1 April 1998 proposal for adjustment. The contractor hereby releases the government from any and all liability under this contract. For further equitable adjustments attributable to such facts or circumstances giving rise to proposal for adjustment. 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)		
			Administrative Contracting Officer		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ <i>(Signature of person authorized to sign)</i>			BY _____ <i>(Signature of Contracting Officer)</i>		
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105		STANDARD FORM 30 (REV. 10-82) Prescribed by GSA FAR 148 CFR 53.243	

Exhibit 7-11*1. Standard Form 30

Modification No. DACA87-97-C-9999, A00002

Scope of Work:

Furnish and install additional windows as approved by ECP Voucher XXXX in the north wall of the personnel and maintenance building.

CHANGES IN DRAWINGS: See attachment 1.

CHANGES IN THE SPECIFICATIONS: See attachment 2.

CHANGES IN THE PRICING SCHEDULE: (Changed Item)

<u>CLIN NO.</u>	<u>DESCRIPTION</u>	<u>QUAN</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>INCREASE/ DECREASE</u>	<u>REVISED ESTIMATED AMOUNT</u>
0003A0	Personnel and Maintenance Building	1	Job XXXX	\$40,000.00		

CHANGE IN THE CONTRACT PRICE: \$40,000.00 increase.

CHANGE IN THE CONTRACT TIME: A separate completion date of _____ is established for this work only, and liquidated damages shall not apply thereto.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE Construction	PAGE OF PAGES 1 4
2 AMENDMENT (MODIFICATION) NO. A00077	3. EFFECTIVE DATE See Block 16C	4 REQUISITION/ORDER NO. 896-0018-021-052	5 PROJECT NO. <i>(if applicable)</i>	
6 ISSUED BY CEHNC U.S. Army Engineering & Support Ctr., Huntsville, P.O. Box 1500 Huntsville, AL 35807-4101	7 ADMINISTERED BY <i>(if other than item 6)</i> ANCDF Resident Engineer Office 3530 Morrisville Road Anniston, AL 36201	8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code): Westinghouse Electric Corp. 1425 Wilmer Avenue Anniston, AL 36201		
9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 12)		
10A. MODIFICATION OF CONTRACT NO.		10B. DATED (SEE ITEM 13) 96 Feb 29		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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 solicitations 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 <i>(if required)</i> FY97 BROC-001K4T Contract Amount Increased \$517,500.00. Available Funding Increased \$1,035,000.00.				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS ORDERS . IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. 52-243-0004 - CHANGES <input checked="" type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation, etc.)</i> 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 <i>(Specify type of modification and authority)</i>				

E. IMPORTANT: Contractor is not. is required to sign this document and return original and _____ copies to the issuing office.

14. DESCRIPTION OF ~~AMENDMENT~~ (MODIFICATION) *(Organized by DCF section headings, including solicitation/contract subject matter where feasible.)*
 Contract for ANNISTON CHEMICAL DISPOSAL FACILITY at Anniston, Alabama 36201
 AN023ICNT# FOR STRUCTURAL STEEL, EXCEPT PFS
 AN052ICNT# FOR PFS STRUCTURAL STEEL REVISIONS
 See Page 2.

ORIGINAL

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 <i>(Type or print)</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i> HOUSTON TOWNSEND Administrative Contracting Officer
15B. CONTRACTOR ORDER NO. <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED <i>(Signature of Contracting Officer)</i>

15B. CONTRACTOR ~~ORDER NO.~~
15C. DATE SIGNED

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105-2

STANDARD FORM 30 (REV. 10-60)
Prescribed by GSA
FAR (48 CFR) 53.243

Exhibit 7-11*2. Standard Form 30, page 1

MODIFICATION OF CONTRACT		DATE SIGNED	PAGE OF PAGES	
		See Block 16C	2	4
Contract No.	DAAA09-96-C-0018			
Modification No.	A00077			
Contractor:	Westinghouse Electric Corp.			
Contract Title:	ANNISTON CHEMICAL DISPOSAL FACILITY			
Location:	Anniston, Alabama 36201			

14. DESCRIPTION OF MODIFICATION (CONTINUED)

A. SCOPE OF WORK

ANO23lcNTP FOR STRUCTURAL STEEL, EXCEPT PFS

1. You are directed through issuance of Modification A00077 to proceed with fabrication, delivery, and installation of the affected structural steel revisions outside the limits of the PFS Structure itself as affected by Change Case AN-6-018-0023; PFS Revisions and Acid Wash Deletion. This Notice to Proceed does not include any structural steel within the new PFS structure itself.

1a. You are also directed to proceed with the relocation and installation of all security lighting foundations resulting from Change Case AN-6-018-0023, as shown on Drawing AN-16-E-17.

1b. Issuance of this modification also increases the total Not To Exceed Obligation to the Government as noted below.

2. Contract Modification A00057 authorized the contractor to proceed with the work outlined in ECPs ANAC491DFS and ANAP494PAS. Said modification established a Not to Exceed obligation and Interim Payment Amount of \$75,000.

3. Contract Modification A00064 authorized the contractor to proceed with engineering and shop drawing preparation for two MCC units identified as SPS-MCC-111 and SPS-MCC-112. Said modification established a Not to Exceed Obligation of \$10,000 and provided an interim payment amount of \$7,500.

4. With issuance of this modification, i.e., A00077, the Total Obligation to the Government for Change Case AN-6-018-0023 shall not exceed \$385,000 (\$75,000 [A00057]; \$10,000 [A00064]; \$300,000[A00077]).

AN52lcNTP FOR PAS STRUCTURAL STEEL REVISIONS

1. You are directed to proceed with all work identified as Change Case AN-6-018-0052, PAS Structural Steel Revisions.

1a. Issuance of this modification also increases the total Not to Exceed obligation to the Government as noted below.

2. Contract Modification A00028, suspended fabrication of the structural steel in the PAS area and established a Not To Exceed obligation of \$60,000.

2a. Issuance of Modification A00077 hereby lifts the suspension associated with modification A00028. As stated in modification A00028, all costs associated with the suspension and any additional rework will be settled as part of Change Case AN-6-018-0052.

3. Contract Modification A00039 authorized the contractor to proceed with structural steel engineering and shop drawing preparation, incorporating the applicable design revisions identified as Change Case AN-6-018-0052. Said modification established a Not To Exceed obligation and Interim Payment amount of \$200,000.

4. Contract Modification A00062 authorized the contractor to proceed with fabrication of the revised steel for column Lint A to C in Area 5, and Column Line C to F in Area 3.

STANDARD FORM (REV. 10-83)

Exhibit 7-11*2. Standard Form 30, page 2

MODIFICATION OF CONTRACT		DATE SIGNED	PAGE OF PAGES	
		See Block 16C	3	4
Contract No.	DAAA09-96-C-0018			
Modification No.	A00077			
Contractor:	Westinghouse Electric Corp.			
Contract Title:	ANNISTON CHEMICAL DISPOSAL FACILITY			
Location:	Anniston, Alabama 36201			

14. DESCRIPTION OF MODIFICATION (CONTINUED)

4a. Said modification increased the Not To Exceed obligation by \$90,000 for engineering and shop drawing preparation and established \$375,000 for fabrication, resulting in a net increase of \$465,000.

5. With issuance of this modification, the Total Obligation to the Government for Change Case AN-6-08-0052 shall not exceed \$1,460,000 (\$60,000 [A00028], \$200,000 [A00039], \$465,000 [A00062], \$735,000 [A00077]).

B. CHANGE IN CONTRACT SPECIFICATIONS

No Change.

C. CHANGE IN CONTRACT DRAWINGS

1. The attached list of contract drawings for Change Case Numbers AN-6-018-23 and AN-6-018-52 are hereby incorporated into the contract.

1a. Drawing numbers associated with Change Case AN-6-018-23 will only be used as they relate to structural steel revisions outside the limits of the PFS Structure itself.

1b. In those situations where identical drawing numbers have been issued, the most up date drawing shall be used.

2. Drawing # AN-16-E-17 is also incorporated into this contract as it relates to the relocation and installation of all security lighting foundations associated with CC AN-6-018-23.

D. CHANGE IN CONTRACT PRICE

Total contract price is increased by \$517,500.00.

1. AN0231c -- Contract Modifications A00057 and A00064 established interim payment amounts of \$75,000 and \$7,500 respectively. Contract Modification A00077 increases the interim payment amount by \$150,000; thereby providing a total allowable payment amount of \$232,500, pending definitization of Change Case AN0-6-018-23.

2. AN0521c -- Contract Modifications A00039 and A00062 established interim payment amounts of \$200,000 and \$299,250 respectively. Contract Modification A00077 increases the interim payment amount by \$367,500; thereby providing a total allowable payment amount of \$866,750, pending definitization of Change Case AN0-6-018-0052.

3. Price adjustments for Change Case Numbers AN-6-018-0023 and AN-6-018-0052 will be definitized in separate, subsequent modifications. See Section E (Closing Statement) for respective definitization schedules.

STANDARD FORM (REV. 10-83)

Exhibit 7-11*2. Standard Form 30 - Page 3

MODIFICATION OF CONTRACT		DATE SIGNED See Block 16C	PAGE OF PAGES 4 4	
Contract No.	DAAA09-96-C-0018			
Modification No.	A00077			
Contractor:	Westinghouse Electric Corp.			
Contract Title:	ANNISTON CHEMICAL DISPOSAL FACILITY			
Location:	Anniston, Alabama 36201			

14. DESCRIPTION OF MODIFICATION (CONTINUED)

The following revision shall be made to the pricing schedule.

NEW/ REVISED	ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	CHANGE AMOUNT
Revised	0004AA	Pollution Abatement System (PAS)	1.00 LS	---	\$517,500.00
				Total	\$517,500.00

E. CHANGE IN CONTRACT TIME

The contract completion date shall remain unchanged by reason of this modification.

The Contractor shall develop a Network Analysis System (NAS) fragnet incorporating the changes identified herein into the construction schedule. Said fragnet shall be prepared in accordance with the terms of the contract and shall be submitted to the Government for review and approval within 10 calendar days from the date of receipt of this modification.

F. CLOSING STATEMENT

1. AN0231c -- You are directed to notify the Contracting Officer at least fifteen days prior to the date you anticipate the obligation to the Government for Change Case AN-6-018-023 will exceed \$385,000. Further direction on how to proceed will be provided to you prior to the anticipated date. Funds may not be available for any work performed which results in costs exceeding the above stated amount.

2. AN0521c -- You are directed to notify the Contracting Officer at least fifteen days prior to the date you anticipate the obligation to the Government for Change Case AN-6-018-0052 will exceed \$1,460,000. Further direction on how to proceed will be provided to you prior to the anticipated date. Fends may not be available for any work performed which results in costs exceeding the above stated amount.

3. AN0231c and AN0521c

3a. The total Not To Exceed amounts stated in this modification, i.e., A00077 for Change Case Numbers AN-6-018-23 and AN-6-018-52, respectively do not necessarily represent the Government's estimate of the cost of the work to be performed. They are merely amounts administratively obligated so that work may proceed. The final negotiated settlement for each change case may be less than the Not To Exceed obligated amounts.

3b. Upon mutual agreement thereto, adjustments to the contract amount and contract duration; if applicable and adequately justified, will be addressed in separate, supplemental agreements.

3c. The following definitization schedules have been established for Change Case Numbers AN-6-018-23 and AN-6-018-52:

	CC 23	CC 52
Issue Request for Proposal	Completed	Completed
Receive Contractor's Proposal	15 Jul 98	20 Jul 98
Prepare Technical/Cost Analysis	17 Aug 98	30 Jul 98
Prepare POM	20 Aug 98	17 Aug 98
Conduct Negotiations	31 Aug 98	25 Aug 98
Prepare DMM	15 Sep 98	04 Sep 98