AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 048
3. EFFECTIVE DATE 03/31/2010
4. REQUISITION/PURCHASE REQ. NO. 10EM001769
5. PROJECT NO. (If applicable)

6. ISSUED BY Office of River Protection
   U.S. Department of Energy
   Office of River Protection
   P.O. Box 450
   Richland WA 99352

7. ADMINISTERED BY Office of River Protection
   U.S. Department of Energy
   Office of River Protection
   P.O. Box 450
   MS: H6-60
   Richland WA 99352

8. NAME AND ADDRESS OF CONTRACTOR (Include street, city, state and Zip Code)
   WASHINGTON RIVER PROTECTION SOLUTIONS LLC
   Attn: DUANE SCHMOKER
   PO BOX 73
   720 PARK BLVD
   BOISE ID 837290001

9. AMENDMENT OF SOLICITATION NO.
10. DATED (See item 11)
11. MODIFICATION OF CONTRACT/ORDER NO.
    DE-AC27-08SR14800
12. DATED (See item 13)

CODE 806500521
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 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) Net Increase: $70,000,000.00 See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION 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(a).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority) X Clause I.82 FAR 52.232-22 Limitation of Funds (Apr 1984)

E. IMPORTANT: Contractor X is not, ☐ is required to sign this document and return ______ copies to the issuing office.

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

Purpose of this modification is to obligate incremental funding for the Operations and Maintenance of the Tank Farms

Page change for Section B is attached.

Subj to Retent: N

Obligated Amount for this Modification: $70,000,000.00
New Total Obligated Amount for this Award: $1,102,812,101.05
Incremental Funded Amount changed: from $1,032,812,101.05 to $1,102,812,101.05
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FOB: Destination
Period of Performance: 06/20/2008 to 09/30/2013

(b) **Availability of Funds.** Except as may be specifically provided in the Section I Clause entitled, DEAR 952.250-70, Nuclear Hazards Indemnity Agreement, the duties and obligations of DOE hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress that DOE may legally spend for such purposes.

(c) No fee shall be paid to the contractor for the Recovery Act work, including provisional, prior to the negotiation of any equitable adjustment in the fee and the subsequent modification of the contract to reflect the mutual agreement between the contractor and the Contracting Officer.

**B.4 CONTRACT COST AND CONTRACT FEE**

This Section establishes the Total Contract Cost and Contract Fee. Within Table B.4-1:

(a) **Contract Period** is defined as the Transition Period, Base Period, and Option Period(s) (if exercised) described in the Section F Clause entitled, Period of Performance.

(b) **Contract Cost** is defined as all costs initially proposed by the Contractor.

(c) **Available Fee** is defined as the maximum amount of fee that may be earned under the Contract by Contract period.

(d) **Contract Price** in Table B.4-1 is the sum of Contract Cost and Available Fee, in each year of Contract performance.

(e) **Total Contract Cost** is defined as the cumulative Contract Cost for all Contract periods.

(f) **Total Available Fee** is defined as the cumulative Available Fee for all Contract periods.

(g) **Total Contract Price** is defined as the sum of Total Contract Cost and Total Available Fee.

(h) **Contract Line Item Number (CLIN)** references a specific category of work as defined in the Section C, Statement of Work. Proposed costs shall be appropriately categorized into the individual CLINs in Table B.4-1.

(i) **Contract Cost, Contract Price, and Available Fee** by Fiscal Year and by Sub-CLIN will be adjusted annually by the Contracting Officer upon approval of the Performance Measurement Baseline, and whenever changes affecting the table are made under the Section I Clause entitled, Changes – Cost Reimbursement.
b. Sub-CLIN 4.2: Extended Demonstration Bulk Vitrification System Operations;
c. Sub-CLIN 4.3: Supplemental Treatment Design
d. Sub-CLIN 4.4: Supplemental Treatment Construction and Operations
e. Sub-CLIN 4.5: Transuranic Tank Waste Treatment and Packaging.

(5) **CLIN 5 – Early Feed and Operation of the WTP Low Activity Waste (LAW) Facility:**

a. Sub-CLIN 5.1: Tank Selection, Retrieval, Pretreatment and Feed Delivery Design;
b. Sub-CLIN 5.2: Retrieval, Pretreatment and Feed Delivery Construction and Operations;
c. Sub-CLIN 5.3: (moved to Sub-CLIN 3.4)
d. Sub-CLIN 5.4: LAW/BOF/LAB Operations.

(6) **CLIN 6 – Pension and Welfare Plans:**

a. Sub-CLIN 6.1: Hanford Employee Retirement and Benefit Plan Management; and
b. Sub-CLIN 6.2: Legacy Pension and Benefit Plan Management.

(7) **CLIN 7 – American Recovery and Reinvestment Act (ARRA) Workscope:**

a. Sub-CLIN 7.1: ARRA workscope under Sub-CLIN 1.2 – Safe, Compliant Operations;
b. Sub-CLIN 7.2: ARRA workscope under Sub-CLIN 1.3 – Analytical Laboratory Support;
c. Sub-CLIN 7.3: ARRA workscope under Sub-CLIN 3.1 – Treatment Planning, Waste Feed Delivery, and WTP Transition; and
d. Sub-CLIN 7.4: ARRA workscope under Sub-CLIN 3.3 – Immobilized High-Level Waste (IHLW) Storage and Shipping Facility Construction
e. Sub-CLIN 7.5: ARRA workscope under Sub-CLIN 3.4 - Upgrade and Operate the Effluent Treatment Facility (ETF).
f. Sub-CLIN 7.6: ARRA workscope under Sub-CLIN 2.1 Single Shell Tank (SST) Retrieval and Closure

B.3 OBLIGATION AND AVAILABILITY OF FUNDS

(a) **Obligation of Funds.** Pursuant to the Section I Clause entitled, FAR 52.232-22 Limitation of Funds, total funds in the amount of $1,102,812,101.05 have been allotted for obligation and are available for payment of services provided from the effective date of the Notice to Proceed through September 30, 2013.

Of the total identified above, $322,155,000.00 in Recovery Act funds have been allotted for obligation and are available for payment of services provided from the effective date of this modification through September 30, 2011. (Subject to Section I clause 52.216-24
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Total for Program Parent/Control Point: EY7144141

Total for Fund Type: TP

Total for Recipient Code: RL

Total for Reporting Entity: 421301

Total for RV14800 - Washington River Protection Solutions LLC

2010 - 4/10/10 Funding for WRPS baseline $70M