AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE 102M002042
2. AMENDMENT/MODIFICATION NO. 052
3. EFFECTIVE DATE 05/04/2010
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable) 00603
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 (If other than item 6) 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 (No. state, county, State and Zip Code)
   WASHINGTON RIVER PROTECTION SOLUTIONS LLC
   Attn: DUANE SCHOMKER
   PO BOX 73
   720 PARK BLVD
   BOISE ID 837290001
9. AMENDMENT OF SOLICITATION NO.
10. DATED (SEE ITEM 11) 05/29/2008
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $10,214.00
    See Schedule
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCF section headings, including solicitations/contract subject matter where feasible.)

The purpose of this modification is to provide FY2010 funding for the use of the Codes and Standards Website by ORP. Page Changes for Section B are attached.

Subj to Retent: N
LIST OF CHANGES:
Obligated Amount for this Modification: $10,214.00
New Total Obligated Amount for this Award: $1,102,822,315.05
Incremental Funded Amount changed: from $1,102,812,101.05 to $1,102,822,315.05

Account code: 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)
Susan E. Bechtol

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED 05/04/2010

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

ORIGINAL SIGNED BY

Signature of person authorized to sign

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prepared by GSA
FAR (48 CFR) 53.243
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b. Sub-CLIN 4.2: Extended Demonstration Bulk Vitrification System Operations;
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 $1,102,822,315.05 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
Tank Operations Contract

Section B

Contract No. DE-AC27-08RV14800

Modification No. 052

Limitation of Government Liability and $710,660,315.50 in non-Recovery Act funds are available for payment of services through September 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.