

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 225		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10EM003314	5. PROJECT NO. (If applicable)
6. ISSUED BY Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601	7. ADMINISTERED BY (If other than Item 6) Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WASHINGTON CLOSURE HANFORD, LLC Attn: Neil Brosee, President 2620 Fermi Avenue Richland WA 99354		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 167280762	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-05RL14655	10B. DATED (SEE ITEM 13) 03/23/2005

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.

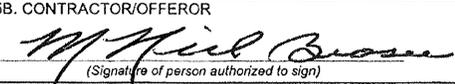
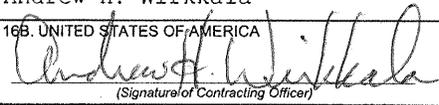
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) 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: I.70-FAR 52.243-2-Changes-Cost Reimbursement (Aug 1987)-Alt I (Apr 1984)
	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: 94-1381538
DUNS Number: 167280762
A. In accordance with the authority referenced in Block 13C and mutual agreement of the parties, the purpose of this modification is to: (1) definitize Request for Equitable Adjustment (REA) WCH-REA-048, Revision 0, entitled "Groundwater Integration," which was submitted to RL by WCH on June 25, 2009 (CCN 145196); and (2) provide the contractor with an immediate Notice-to-Proceed and an authorized Not-to-Exceed budget authority of \$7,500,000.00 to perform field work and associated investigation activities required by the Remedial Investigation/Feasibility Study (RI/FS) Work Plan documents for the River Corridor which were recently approved by regulators (i.e., WCH-REA 079).

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) M.N. Brosee, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Andrew H. Wirkkala	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9.9.10	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 9/9/2010

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON CLOSURE HANFORD, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Details of these contract revisions are included in the SF30 Block 14 Continuation beginning on Page 3 of this modification.</p> <p>Period of Performance: 03/23/2005 to 09/30/2015</p>				

SF30 BLOCK 14 CONTINUATION:

B. The following summarizes the cost and fee negotiated for WCH-REA-048:

Cost:	\$2,440,775
Fee:	<u>\$133,576</u>
Total:	<u>\$2,574,351</u>

C. The contractor certifies that the proposal and resulting definitization of WCH-REA-048 does not contain any target cost or target fee associated with the scope of REA 048 which may have been accounted for in modification No. 123 dated September 30, 2009 (“true-up”). The contractor agrees that a change to its baseline (e.g., “integrated project baseline” “IPB,” etc.) was not the basis of this supplemental agreement. The baseline does not add, remove, or change the contract statement of work or terms and conditions. The contract remains the source of terms, conditions, and requirements for performing work under the River Corridor Closure Contract. Authority does not transfer from the contract to the baseline through the RL review and approval process.

D. The contractor is hereby provided an immediate Notice-to-Proceed with an authorized Not-to-Exceed budget authority of \$7,500,000.00 to perform field work and associated investigation activities required by the Remedial Investigation/Feasibility Study (RI/FS) Work Plan documents for the River Corridor which were recently approved by regulators (i.e., “WCH-REA 079”). Activities consist of drilling and/or excavation of new boreholes, wells, test pits, and trenches; sample collection and analysis; data validation and evaluation; and support to supplemental investigation tasks that will be used to develop the RI/FS reports. Activities also include scoping for step-out sampling investigation and coal ash characterization.

E. WCH is directed to provide a proposal for equitable adjustment within 45 days of the date of receipt of this modification. The definitization schedule for this change order is as follows:

Action	Date*
Contractor Submits Technical, Cost, and Fee Proposal	45 days
Commence negotiations	100 days
Mutual agreement on definitization of change	110 days
Contractor submits certificate of current cost or pricing data	110 days
Execute definitization contract modification	120 days

*Date is specified as the number of calendar days after contractor receipt of this modification.

F. As stated in paragraphs A and D above, this modification establishes a Not-to-Exceed budget authority of \$7,500,000.00 prior to the definitization of Change Order WCH-REA-079 in accordance with Contract Clause I.70. WCH is authorized to perform the work identified in this modification up to this authorized NTE amount. Do not exceed the NTE budget authority provided herein without prior approval from the Contracting Officer via a modification to increase this amount. Notify the Contracting Officer in writing with your rationale if the NTE amount is insufficient to proceed with the identified work. This

modification does not add additional funds to the contract. Accordingly, work under the contract, such as that described herein, must be performed within the amount of funds which have been incrementally allotted to the contract in accordance with Clause I.57, "FAR 52.232-22 Limitation of Funds (Apr 1984)."

- G. Contractor Statement of Release: In consideration of the modification agreed to herein as complete equitable adjustment for WCH-REA-048, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to WCH-REA-048.
- H. The following contract sections will be updated for REA-048 in a future contract modification to be issued at a later date:
1. Section B, Table B.1, *Incentive Fee Structure*;
 2. Section B, Table B.2, *Schedule of Quantities and Target Cost*;
 3. Section C, Table C.1, *River Corridor Work Summary*; and
 4. Section J, Attachment J-1, *River Corridor Closure Contract Work Scope*.

There are no other changes to the terms and conditions of the contract.

End of Modification 225