

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE	OF	PAGES
					1		5
2. AMENDMENT/MODIFICATION NO. A036	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 06-07RL14655.008	5. PROJECT NO. (If applicable)				
6. ISSUED BY U.S. Department of Energy Richland Operations Office P. O. Box 550, MSIN A7-80 Richland, WA 99352		7. ADMINISTERED BY (If other than Item 6) Same as item 6.			CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Washington Closure Hanford LLC (WCH) 2620 Fermi Ave. Richland, WA 99354				(4)	9A. AMENDMENT OF SOLICITATION NO.		
					9B. DATED (SEE ITEM 11)		
				√	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-05RL14655		
					10B. DATED (SEE ITEM 13) 03/23/05		
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 one (1) copy 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 DATA 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 data specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Attached Appropriation Data

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

(A)	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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority) B.2, Obligation and Availability of Funds and 52.243-2 Changes – Cost Reimbursement, Alt I

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.)**

A) The amount of funds obligated in clause B.2, Obligation and Availability of Funds, is increased by \$24,700,000.00 from \$273,759,070.38 to \$298,459,070.38. H.26 changed to correct name and address.

B) Replacement page B-2, H-19, and H-20 are provided provided.

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) <b>Stacie L. Sedgwick</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Stacie L. Sedgwick</i> (Signature of Contracting Officer)	16C. DATE SIGNED 5 Mar 07
(Signature of person authorized to sign)			

**B.2 OBLIGATION AND AVAILABILITY OF FUNDS**

- (a) Pursuant to the Section I clause entitled Limitation of Funds, total funds in the amount of \$298,459,070.38 have been allotted for obligation and are available for payment for services provided from the effective date of this Contract through the period estimated to end December 31, 2006.
- (b) Except as may be specifically provided in the Section I clause entitled *Nuclear Hazards Indemnity Agreement*, the duties and obligations of the U.S. Department of Energy (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.

**B.3 ALLOWABILITY OF SUBCONTRACTOR FEE**

- (a) If the Contractor is part of a teaming arrangement as described in Federal Acquisition Regulation (FAR) 9.601, the team shall share in this Contract fee structure. Separate additional subcontractor fees for individual team members will not be considered an allowable cost under the Contract. If a subcontractor, supplier, or lower-tier subcontractor is a wholly owned, majority owned, or affiliate of any team member, any fee or profit paid to such entity will not be considered an allowable cost under this Contract.
- (b) The subcontractor fee restriction in subsection (a) does not apply to members of the Contractor's team that are: (i) small business(es); (ii) Protégé firms as part of an approved Mentor-Protégé relationship under the Section H clause entitled Mentor-Protégé Program; (iii) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (iv) commercial items as defined at FAR 2.101.

**B.4 INCENTIVE FEE STRUCTURE**

- (a) "Completion of Contract Requirements" is defined as performance of all requirements described in this Contract (except those requirements customarily reserved for Contract closeout and final payment) on or before September 30, 2015. Completion of Contract Requirements is a condition precedent to earning any of the Group A and Group B incentive fee under Clause B.7(c) and (d).
- (b) Table B.1, *Incentive Fee Structure*, sets forth the Cost Performance Incentive Fee (including Target Cost, Target Fee, and Cost Share Ratio); Schedule Performance Incentive Fee; Maximum Incentive Fees, and Minimum Incentive Fees that can be earned under the Contract. The Cost Performance Incentive Fee and Schedule Performance Incentive Fees are each divided into three components: CLIN 1; CLIN 2; and CLIN 3.

**B.5 CHANGES TO TARGET COST, TARGET FEE, AND SCHEDULE**

- (a) General Requirements.
  - (1) Changes to Target Cost, Target Fee, and Schedule.
    - (i) The Contractor shall take all reasonable steps to manage, prevent, and mitigate changes to Target Cost, Target Fee, and Schedule. DOE does not anticipate any point of complete redetermination of Target Cost, Target Fee, and Schedule during the period of performance of the Contract.

Contracting Officer required by this clause. Unless approved in writing by the Contracting Officer, no Key Personnel position will remain unfilled by a permanent replacement for more than 60 days. The Key Personnel list shall be amended during the course of the Contract to add or delete Key Personnel as appropriate and approved by the Contracting Officer.

- (b) Anytime the overall RCC Project Manager is replaced or removed for any reason under the Contractor's control within two (2) years of being placed in the position, Earned and Interim Fee will be reduced by \$1,000,000. In addition, each time any of the other Key Personnel proposed (except the Transition Manager) are replaced or removed for any reason under the Contractor's control within two (2) years of being placed in the position, Earned and Interim Fee will be reduced by \$500,000 for each removed or replaced individual.
- (c) The Contractor may request, in writing, that the Contracting Officer waive all or part of a reduction, if special circumstances exist. The Contracting Officer shall have sole unilateral discretion to waive or not waive all or part of a reduction.

The following is a list of Key Personnel for this Contract:

Name	Position
Charles Spencer	Project Manager
Greg Meyer	ESQH Manager
John Fulton	D4 Closure Manager
Rick Donahoe	Field Remediation Closure Manager
Ella Feist	End State and Final Closure Manager
Dennis Reese	Reactor ISS Closure Manager
Jeff James	Waste Operations Manager
Mike Fox	Project Integration Manager
Dru Butler	Regulatory Integration and Outreach Manager
Bill Shingler	Project Services Manager

#### H.26 RESPONSIBLE CORPORATE OFFICIAL

The Contractor shall provide a Guarantee of performance from its parent company in the form set forth in Section J, Attachment J-3. If the Contractor is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of this procurement, the parent companies of all the entities forming the new entity shall all provide Guarantees, which Guarantees shall provide for joint and severable liability for the performance of the Contractor. In the event any of the signatories to the Guarantee of performance enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer. Notwithstanding the provisions of this clause, the Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Contractor and who is accountable for the performance of the Contractor, regarding Contractor performance issues.

Name: Stephen F. Piccolo

Position: Senior Vice President, Closure Sites  
Company/Organization: Washington Closure Hanford, LLC  
Address: 2620 Fermi, Richland WA 99354  
Phone: 509-372-9951  
Facsimile: 509-372-9654  
Email: plpettiette@wch-rcc.com

Should the responsible corporate official change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change in the individual to contact.

#### **H.27 MENTOR-PROTÉGÉ PROGRAM**

- (a) Both the DOE and the Small Business Administration (SBA) have established Mentor-Protégé Programs to encourage Federal prime contractors to assist small businesses, firms certified under Section 8(a) of the Small Business Act by the SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning, and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. Within 90 days of contract award and continuing throughout the Contract period of performance, the Contractor shall mentor at least one active Protégé company through the DOE and/or SBA Mentor-Protégé Programs. Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract.
- (b) DOE Mentor-Protégé Agreements shall be in accordance with Department of Energy Regulation (DEAR) 919.70.
- (c) SBA Mentor-Protégé Agreements shall be in accordance with applicable SBA regulations.

#### **H.28 SMALL BUSINESS SUBCONTRACTING FEE REDUCTION**

The Small Business Subcontracting Plan, incorporated into this Contract as Section J, Attachment J-4, contains percentage goals for awarding of subcontracts to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns. The Contractor also agrees, as a part of this Contract, to have in place, with one or more small businesses, a Mentor-Protégé program. The Contractor's performance in meeting these goals, and supporting protégé(s) in a Mentor-Protégé agreement(s), will be evaluated at the following milestones:

- End of Third Year of Contract Performance;
- End of Sixth Year of Contract Performance; and
- End of Contract.

If, at each one of these milestones, the Contractor has not met any or all of these subcontracting goals for that milestone period, or has failed to support a protégé during that period, the Contracting Officer may reduce the final fee amount by an amount up to \$3 Million for each

**Financial Plan Report - Detail**

Site: RL

Rpt Entity: RL Richland Operations Office

RL14655 - Washington Closure Hanford

Rpt Entity	Fund Code	Leg FT Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
42101	00556	3Y 1720331	400408000	25400	0000000	0000000	0420361	AGRDW893905401-0	13,796.18	0.00	0.00	0.00	13,796.18
Total for Program Parent/Control Point: 400000000									13,796.18	0.00	0.00	0.00	13,796.18
Total for Fund Type: 3Y									13,796.18	0.00	0.00	0.00	13,796.18
42101	01050	TF 1104167	HD1003000	25200	0000000	0000000			5,866.37	0.00	0.00	0.00	5,866.37
Total for Program Parent/Control Point: HD0000000									5,866.37	0.00	0.00	0.00	5,866.37
Total for Fund Type: TF									5,866.37	0.00	0.00	0.00	5,866.37
42101	01250	TP 1110620	EY1242411	25200	0000000	0001526			1,066,914.38	0.00	0.00	0.00	1,066,914.38
42101	01250	TP 1110620	EY1242411	25200	0420342	0001526			93.76	0.00	0.00	0.00	93.76
Total for Program Parent/Control Point: EY1200000									1,067,008.14	0.00	0.00	0.00	1,067,008.14
Total for Program Parent/Control Point: EY5042121									24,248.60	0.00	0.00	0.00	24,248.60
Total for Fund Type: TP									24,248.60	0.00	0.00	0.00	24,248.60
42101	01250	TP 1110832	EY5042411	25400	0000000	0001526			6,548,790.23	0.00	0.00	0.00	6,548,790.23
Total for Program Parent/Control Point: EY5042411									6,548,790.23	0.00	0.00	0.00	6,548,790.23
Total for Fund Type: TP									6,548,790.23	0.00	0.00	0.00	6,548,790.23
42101	01250	TP 1110791	EY5042440	25400	0000000	0003877			775,538.26	0.00	0.00	0.00	775,538.26
Total for Program Parent/Control Point: EY5042440									775,538.26	0.00	0.00	0.00	775,538.26
Total for Fund Type: TP									775,538.26	0.00	0.00	0.00	775,538.26
Total for Recipient Code: RL									8,435,247.78	0.00	0.00	0.00	8,435,247.78
Total for Reporting Entity: 42101									8,435,247.78	0.00	0.00	0.00	8,435,247.78
421801	00555	2Y 1720578	600306000	25200	0421317	0000000			0.00	22,818.00	0.00	22,818.00	22,818.00
421801	00555	2Y 1720578	600306000	25200	0421317	0000000			0.00	8,166.00	0.00	8,166.00	8,166.00
421801	00555	2Y 1720578	600306000	25200	0421317	0000000			0.00	20,598.00	0.00	20,598.00	20,598.00
Total for Program Parent/Control Point: 600000000									0.00	51,582.00	0.00	51,582.00	51,582.00
Total for Fund Type: 2Y									0.00	51,582.00	0.00	51,582.00	51,582.00
421801	01250	TP 1110462	EW1001206	25200	0420163	0001539			0.00	630.00	0.00	630.00	630.00
421801	01250	TP 1110462	EW1001206	25200	0421317	0000000			0.00	1,392.00	0.00	1,392.00	1,392.00
Total for Program Parent/Control Point: EW1000000									0.00	2,022.00	0.00	2,022.00	2,022.00
421801	01250	TP 1110832	EY5042411	25200	0421317	0001526			0.00	6,396.00	0.00	6,396.00	6,396.00
421801	01250	TP 1110832	EY5042411	25400	0000000	0001526			0.00	74,950,000.00	24,700,000.00	99,650,000.00	99,650,000.00
AY 2007 - Incremental funding CR#4									0.00	74,950,000.00	24,700,000.00	99,650,000.00	99,650,000.00
Total for Program Parent/Control Point: EY5042411									0.00	74,956,396.00	24,700,000.00	99,656,396.00	99,656,396.00
Total for Fund Type: TP									0.00	74,958,418.00	24,700,000.00	99,658,418.00	99,658,418.00
Total for Recipient Code: RL									0.00	75,010,000.00	24,700,000.00	99,710,000.00	99,710,000.00
Total for Reporting Entity: 421801									0.00	75,010,000.00	24,700,000.00	99,710,000.00	99,710,000.00
Total for RL14655 - Washington Closure Hanford									8,435,247.78	75,010,000.00	24,700,000.00	99,710,000.00	108,145,247.78