

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. A039		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 06-07RL14655.009	5. PROJECT NO. (If applicable) 1 2	
6. ISSUED BY U.S. Department of Energy Richland Operations Office P. O. Box 550, MSIN A7-80 Richland, WA 99352		CODE	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				(✓) 9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-05RL14655	√
CODE				10B. DATED (SEE ITEM 13) 03/23/05	
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)

Approp Symbol: 1110832; B&R: EY5042411, Amt: \$49,980,000.00; Obj Class: 25400; ADS/TTP: 01250; CFA 000000

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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(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 \$49,980,000.00 from \$298,459,070.38 to \$348,439,070.38; and the date is changed from December 31, 2006 to September 30, 2007.

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) Stacie L. Sedgwick	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Stacie L. Sedgwick</i> (Signature of Contracting Officer)	16C. DATE SIGNED 29 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 \$348,439,070.38 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 September 30, 2007.
- (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.