

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. <b>A048</b>		3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>06-08RL14655.02</b>	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>U.S. Department of Energy Richland Operations Office P. O. Box 550, MSIN A7-80 Richland, WA 99352</b>		7. ADMINISTERED BY (If other than Item 6) <b>Same as item 6.</b>		

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) <b>Washington Closure Hanford LLC (WCH) 2620 Fermi Ave. Richland, WA 99354</b>		( <input checked="" type="checkbox"/> ) 9A. AMENDMENT OF SOLICITATION NO.
CODE		9B. DATED (SEE ITEM 11)
FACILITY CODE		( <input checked="" type="checkbox"/> ) 10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC06-05RL14655</b>
		10B. DATED (SEE ITEM 13) <b>03/23/05</b>

**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.**

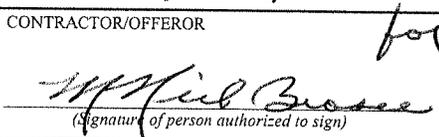
( <input checked="" type="checkbox"/> ) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, 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:
D. OTHER Specify type of modification and authority <b>X B.2, Obligation and Availability of Funds; I.73, Subcontracts, Clause Update</b>

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) This modification updates Clause I. 73, Subcontracts, to define subcontract consent requirements in paragraph (e) and also defines (k) where no subcontracts were evaluated during negotiations (see attached);
- B) This modification incrementally funds the FY 2008 Integrated Project Baseline and the Contract Performance Plan in the amount of \$15,000,000;
- C) The amount of funds obligated in clause B.2, Obligation and Availability of Funds, is increased by a \$15,000,000 from \$425,896,770.87 to \$440,896,770.87.

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) <b>Charles Spencer, President</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Stacie L. Sedgewick</b>
15B. CONTRACTOR/OFFEROR <i>for</i>  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
15C. DATE SIGNED <b>11.29.07</b>	16C. DATE SIGNED <b>29 NOV 07</b>

**PART II - CONTRACT CLAUSES**

**SECTION I**

**CONTRACT CLAUSES**

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**SECTION I**

**CONTRACT CLAUSES**

**I.1 FAR 52.252-1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>

<http://professionals.pr.doe.gov/>

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.2	FAR 52.202-1	Definitions (Jul 2004)	None
I.3	FAR 52.203-3	Gratuities (Apr 1984)	None
I.4	FAR 52.203-5	Covenant Against Contingent Fees (Apr 1984)	None
I.5	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (Jul 1995)	None
I.6	FAR 52.203-7	Anti-Kickback Procedures (Jul 1995)	None
I.7	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)	None
I.8	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)	None
I.9	FAR 52.203-12	Limitations on Payments to Influence Certain Federal Transactions (Jun 2003)	None
I.10	FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)	None
I.11	FAR 52.204-7	Central Contractor Registration (Oct 2003) <i>(see full text version at end of Section I)</i>	None
I.12	FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (Jul 1995)	None
I.13	FAR 52.215-2	Audit and Records – Negotiation (Jun 1999)	None
I.14	FAR 52.215-8	Order of Precedence – Uniform Contract Format (Oct 1997)	None
I.15	FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (Oct 1997)	None
I.16	FAR 52.215-13	Subcontractor Cost or Pricing Data – Modifications (Oct 1997)	None
I.17	FAR 52.215-15	Pension Adjustments and Asset Reversions (Jan 2004)	None
I.18	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997) <i>(Solicitation Note: See FAR 52.215-16 Facilities Capital Cost of Money – If the Offeror proposes FCCOM, this Clause is self-deleting in the Contract)</i>	None
I.19	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Oct 1997)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.20	FAR 52.215-19	Notification of Ownership Changes (Oct 1997) ( <i>see full text version at end of Section I</i> )	None
I.21	FAR 52.216-7	Allowable Cost and Payment (Dec 2002)	None
I.22	FAR 52.216-10	Incentive Fee (Mar 1997)	(e) 20, 20, 15, 0
I.23	FAR 52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)	None
I.24	FAR 52.219-8	Utilization of Small Business Concerns (May 2004)	None
I.25	FAR 52.219-9	Small Business Subcontracting Plan (Jan 2002) – Alternate II (Oct 2001)	None
I.26	FAR 52.219-16	Liquidated Damages – Subcontracting Plan (Jan 1999)	None
I.27	FAR 52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jun 2003)	(b) 0
I.28	FAR 52.219-25	Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Oct 1999)	None
I.29	FAR 52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	None
I.30	FAR 52.222-3	Convict Labor (Jun 2003)	None
I.31	FAR 52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (Sep 2000)	None
I.32	FAR 52.222-21	Prohibition of Segregated Facilities (Feb 1999)	None
I.33	FAR 52.222-26	Equal Opportunity (Apr 2002)	None
I.34	FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)	None
I.35	FAR 52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)	None
I.36	FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)	None
I.36.a	FAR 52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)	None
I.37	FAR 52.222-41	Service Contract Act of 1965, As Amended (May 1989)	None
I.38	FAR 52.222-42	Statement of Equivalent Rates for Federal Hires (May 1989)	Employee Class Monetary Wage – Fringe Benefits
I.39	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)	(b) TBD
I.40	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)	None
I.41	FAR 52.223-10	Waste Reduction Program (Aug 2000)	None
I.42	FAR 52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)	None
I.43	FAR 52.223-14	Toxic Chemical Release Reporting (Aug 2003)	None
I.44	FAR 52.224-1	Privacy Act Notification (Apr 1984)	None
I.45	FAR 52.224-2	Privacy Act (Apr 1984)	None
I.46	FAR 52.225-11	Buy American Act – Construction Materials Under Trade Agreements (Jun 2004) ( <i>see full text version at end of Section I</i> )	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
1.47	FAR 52.225-13	Restrictions on Certain Foreign Purchases (Dec 2003)	None
1.48	FAR 52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)	None
1.49	FAR 52.227-1	Authorization and Consent (Jul 1995)	None
1.50	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)	None
1.51	FAR 52.227-3	Patent Indemnity (Apr 1984)	None
1.51.a	FAR 52.227-4	Patent indemnity – Construction Contracts (Apr 1984)	None
1.51.b	FAR 52.227-9	Refund of Royalties (Apr 1984)	None
1.52	FAR 52.227-23	Rights to Proposal Data (Technical) (Jun 1987)	TBD/TBD
1.53	FAR 52.230-2	Cost Accounting Standards (Apr 1998)	None
1.54	FAR 52.230-6	Administration of Cost Accounting Standards (Nov 1999)	None
1.55	FAR 52.232-9	Limitation on Withholding of Payments (Apr 1984)	None
1.56	FAR 52.232-17	Interest (Jun 1996)	None
1.57	FAR 52.232-22	Limitation of Funds (Apr 1984)	None
1.58	FAR 52.232-23	Assignment of Claims (Jan 1986)	None
1.59	FAR 52.232-25	Prompt Payment (Oct 2003) – Alternate I (Feb 2002)	None
1.60	FAR 52.232-34	Payment of Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999)	(b) No later than 15 days prior to submission of the first request for payment
1.61	FAR 52.233-1	Disputes (Jul 2002) – Alternate I (Dec 1991)	None
1.62	FAR 52.233-3	Protest After Award (Aug 1996) – Alternate I (Jun 1985)	None
1.63	FAR 52.236-2	Differing Site Conditions (Apr 1984)	None
1.64	FAR 52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984)	None
1.65	FAR 52.237-3	Continuity of Services (Jan 1991)	None
1.66	FAR 52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	None
1.67	FAR 52.242-3	Penalties for Unallowable Costs (May 2001)	None
1.68	FAR 52.242-4	Certification of Final Indirect Costs (Jan 1997)	None
1.69	FAR 52.242-13	Bankruptcy (Jul 1995)	None
1.70	FAR 52.243-2	Changes – Cost Reimbursement (Aug 1987) – Alternate I (Apr 1984)	None
1.71	FAR 52.243-6	Change Order Accounting (Apr 1984)	None
1.72	FAR 52.243-7	Notification of Changes (Apr 1984)	(b) 10 days. (d) 30 days.
1.73	FAR 52.244-2	Subcontracts (Aug 1998) – Alternate II (Aug 1998)	(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
			subcontracts:  (1) All contract actions over \$5M.  (2) All sole source actions over \$1M.  (3) Termination settlement agreements over \$50K.  (k) None.
I.74	FAR 52.244-5	Competition in Subcontracting (Dec 1996)	None
I.75	FAR 52.244-6	Subcontracts for Commercial Items (Jul 2004) ( <i>see full text version at end of Section I</i> )	None
I.76	FAR 52.245-5	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts) (May 2004)	None
I.77	FAR 52.246-25	Limitation of Liability – Services (Feb 1997)	None
I.78	FAR 52.247-1	Commercial Bill of Lading Notations (Apr 1984)	(a) DOE (b) DOE Contract No. DE-AC06-04RL14655 DOE/RL Office of Procurement Services, A7-80, P.O. Box 550, Richland, WA 99352
I.79	FAR 52.247-63	Preference for U.S.-Flag Air Carriers (Jun 2003)	None
I.80	FAR 52.247-67	Submission of Commercial Transportation Bills to the General Services Administration for Audit (Jun 1997)	None
I.81	FAR 52.249-6	Termination (Cost Reimbursement) (May 2004)	None
I.82	FAR 52.249-14	Excusable Delays (Apr 1984)	None
I.83	FAR 52.251-1	Government Supply Sources (Apr 1984)	None
I.84	FAR 52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	None
I.85	FAR 52.253-1	Computer Generated Forms (Jan 1991)	None
I.86	DEAR 952.202-1	Definitions (Jan 1997)	None
I.87	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	None
I.88	DEAR 952.204-2	Security (May 2002)	None
I.89	DEAR 952.204-75	Public Affairs (Dec 2000)	None
I.90	DEAR 952.208-70	Printing (Apr 1984)	None
I.91	DEAR 952.216-7	Allowable Cost and Payment (Jan 1997); Alternate II	None
I.92	DEAR 952.217-70	Acquisition of Real Property (Apr 1984)	None
I.93	DEAR 952.223-71	Integration of Environment, Safety, and Health into Work	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
		Planning and Execution (Dec 2000)	
I.94	DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	None
I.95	DEAR 952.224-70	Paperwork Reduction Act (Apr 1994)	None
I.96	DEAR 952.226-74	Displaced Employee Hiring Preference (Jun 1997)	None
I.97	DEAR 952.227-82	Rights to Proposal Data (Apr 1994)	Offerors to Fill In
I.98	DEAR 952.231-71	Insurance -- Litigation and Claims (Apr 2002)	None
I.99	DEAR 952.242-70	Technical Direction (Dec 2000)	None
I.100	DEAR 952.245-5	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts)	None
I.101	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (Jun 1996)	None
I.102	DEAR 952.251-70	Contractor Employee Travel Discounts (Dec 2000)	None
I.103	DEAR 970.5203-1	Management Controls (Dec 2000)	None
I.104	DEAR 970.5204-2	Laws, Regulations, and DOE Directives (Dec 2000)	None
I.105	DEAR 970.5204-3	Access to and Ownership of Records (Dec 2000)	(b)(1) through (b)(5) are Contractor-owned records
I.106	DEAR 970.5223-3	Workplace Substance Abuse Programs at DOE Sites (Dec 2000)	None
I.107	DEAR 970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Dec 2000)	None
I.108	DEAR 970.5226-3	Community Commitment (Dec 2000)	None
I.109	DEAR 970.5227-1	Rights in Data – Facilities (Dec 2000)	Paragraph (e), subsection (c) of Limited Rights Notice modified per * at end of table.
I.110	DEAR 970.5227-11	Patent Rights – Management and Operating Contracts, For-Profit Contractor, Non-Technology Transfer (Dec 2000)	None
I.111	DEAR 970.5231-4	Preexisting Conditions (Dec 2000)	Fill in date contract begins
I.112	DEAR 970.5232-3	Accounts, Records, and Inspection (Dec 2000) ; Alternate II	None
I.113	DEAR 970.5232-5	Liability with Respect to Cost Accounting Standards (DEC 2000)	None
I.114	DEAR 970.5232-7	Financial Management System (Dec 2000)	None
1.128	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (Oct 2005)	None

The following Clauses I.115 through I.127 are specifically applicable to construction work under this Contract:

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.115	FAR 52.222-6	Davis-Bacon Act (Feb 1995)	None
I.116	FAR 52.222-7	Withholding of Funds (Feb 1988)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.117	FAR 52.222-8	Payrolls and Basic Records (Feb 1988)	None
I.118	FAR 52.222-9	Apprentices and Trainees (Feb 1988)	None
I.119	FAR 52.222-10	Compliance with Copeland Act Requirements (Feb 1988)	None
I.120	FAR 52.222-11	Subcontracts (Labor Standards) (Feb 1988)	None
I.121	FAR 52.222-12	Contract Termination – Debarment (Feb 1988)	None
I.122	FAR 52.222-13	Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)	None
I.123	FAR 52.222-14	Disputes Concerning Labor Standards (Feb 1988)	None
I.124	FAR 52.222-15	Certification of Eligibility (Feb 1988)	None
I.125	FAR 52.222-16	Approval of Wage Rates (Feb 1988)	None
I.126	FAR 52.236-18	Work Oversight in Cost Reimbursement Construction Contracts (Apr 1984)	None
I.127	FAR 52.236-19	Organization and Direction of the Work (Apr 1984)	None

\* Clause I.109, DEAR 970.5227-1, Rights in Data – Facilities, the paragraph (e) Limited Rights Notice, Subsection (c) is modified as follows:

Delete “(except for manufacture)” and after “work performed under their contracts” insert “, as may be necessary for completion of the River Corridor Closure Project,”.

**52.244-2 -- Subcontracts. (Aug 1998) – (Alternate II (Aug 1998))**

(a) *Definitions.* As used in this clause-

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d)( or (e) or this clause.

(d) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

- (1) All contract actions over \$5M.
- (2) All sole source actions over \$1M.
- (2) Termination settlement agreements over \$50K.

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting --
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data

in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

None

(End of Clause)

## B.2 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) Pursuant to the Section I clause entitled Limitation of Funds, total funds in the amount of \$440,896,770.87 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, 2008.
- (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.

# Financial Plan Report - Detail

RL14655 - Washington Closure Hanford

Rpt Entity: RL Richland Operations Office

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
421101	00556	3Y	1720331	400408000	25400	0000000	0000000	0420361	AGRDW893905401-0	257.94	0.00	0.00	0.00	257.94
Total for Program Parent/Control Point: 400000000										257.94	0.00	0.00	0.00	257.94
Total for Fund Type: 3Y										257.94	0.00	0.00	0.00	257.94
421101	01050	TF	1104157	HA1001000	25400	0000000	0000000	0000000		3,000.00	0.00	0.00	0.00	3,000.00
Total for Program Parent/Control Point: HA0000000										3,000.00	0.00	0.00	0.00	3,000.00
421101	01050	TF	1104167	HD1003000	25200	0000000	0000000	0000000		3,047.33	0.00	0.00	0.00	3,047.33
Total for Program Parent/Control Point: HD0000000										3,047.33	0.00	0.00	0.00	3,047.33
Total for Fund Type: TF										6,047.33	0.00	0.00	0.00	6,047.33
421101	01250	TP	1110620	EY1242411	25200	0420342	0001526	0000000		1.70	0.00	0.00	0.00	1.70
421101	01250	TP	1110620	EY1242411	25400	0000000	0001526	0000000		3,016.79	0.00	0.00	0.00	3,016.79
Total for Program Parent/Control Point: EY1200000										3,018.49	0.00	0.00	0.00	3,018.49
421101	01250	TP	1110826	EY5042121	25400	0000000	0001521	0000000		8,765.68	0.00	0.00	0.00	8,765.68
Total for Program Parent/Control Point: EY5042121										8,765.68	0.00	0.00	0.00	8,765.68
421101	01250	TP	1110832	EY5042411	25400	0000000	0001526	0000000		1,482.24	0.00	0.00	0.00	1,482.24
Total for Program Parent/Control Point: EY5042411										1,482.24	0.00	0.00	0.00	1,482.24
421101	01250	TP	1110791	EY5042440	25400	0000000	0003877	0000000		784,218.27	0.00	0.00	0.00	784,218.27
Total for Program Parent/Control Point: EY5042440										784,218.27	0.00	0.00	0.00	784,218.27
Total for Fund Type: TP										797,484.68	0.00	0.00	0.00	797,484.68
Total for Recipient Code: RL										803,789.95	0.00	0.00	0.00	803,789.95
Total for Reporting Entity: 421101										803,789.95	0.00	0.00	0.00	803,789.95

# Financial Plan Report - Detail

## 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
121801	00555	2Y	1720578	600306000	25200	0421317	0000000	0421510	AGRPNNL-SAP	9,417.56	0.00	0.00	0.00	9,417.56
121801	00555	2Y	1720578	600306000	25200	0421317	0000000	0421496	AGRSAPCH	3,370.33	0.00	0.00	0.00	3,370.33
121801	00555	2Y	1720578	600306000	25200	0421317	0000000	0421495	AGRSAPFH	8,501.32	0.00	0.00	0.00	8,501.32
<b>Total for Program Parent/Control Point: 600000000</b>										21,289.21	0.00	0.00	0.00	21,289.21
<b>Total for Fund Type: 2Y</b>										21,289.21	0.00	0.00	0.00	21,289.21
121801	01250	TP	1110462	EW1001206	25200	0420163	0001539	0000000		260.02	0.00	0.00	0.00	260.02
121801	01250	TP	1110462	EW1001206	25200	0421317	0000000	0000000		574.50	0.00	0.00	0.00	574.50
<b>Total for Program Parent/Control Point: EW1000000</b>										834.52	0.00	0.00	0.00	834.52
121801	01250	TP	1110832	EY5042411	25200	0421317	0001526	0000000		2,511.81	0.00	0.00	0.00	2,511.81
121801	01250	TP	1110832	EY5042411	25400	0000000	0001526	0000000		21,582,968.40	22,215,200.00	15,000,000.00	37,215,200.00	58,798,168.40
<i>AV 2008 - FY08 incremental funding in the amount of \$15M.</i>														
121801	01250	TP	1110832	EY5042411	25400	0421334	0001526	0000000		499,414.00	0.00	0.00	0.00	499,414.00
121801	01250	TP	1110832	EY5042411	32002	0427068	0001526	0000000		0.00	67,400.00	0.00	67,400.00	67,400.00
121801	01250	TP	1110832	EY5042411	32002	0427070	0001526	0000000		0.00	36,000.00	0.00	36,000.00	36,000.00
121801	01250	TP	1110832	EY5042411	32002	0427071	0001526	0000000		0.00	30,000.00	0.00	30,000.00	30,000.00
121801	01250	TP	1110832	EY5042411	32002	0427072	0001526	0000000		0.00	15,400.00	0.00	15,400.00	15,400.00
<b>Total for Program Parent/Control Point: EY5042411</b>										22,084,894.21	22,364,000.00	15,000,000.00	37,364,000.00	59,448,894.21
<b>Total for Fund Type: TP</b>										22,085,728.73	22,364,000.00	15,000,000.00	37,364,000.00	59,449,728.73
<b>Total for Recipient Code: RL</b>										22,107,017.94	22,364,000.00	15,000,000.00	37,364,000.00	59,471,017.94
<b>Total for Reporting Entity: 421801</b>										22,107,017.94	22,364,000.00	15,000,000.00	37,364,000.00	59,471,017.94
<b>Total for RL14655 - Washington Closure Hanford</b>										22,910,807.89	22,364,000.00	15,000,000.00	37,364,000.00	60,274,807.89