

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. A103	3. EFFECTIVE DATE See block 16c	4. REQUISITION/PURCHASE REQ. NO. 06-09RL14655.025		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. DOE Contracting POC: Andrew H. Wirkkala (509) 373-7835		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Washington Closure Hanford LLC (WCH) 2620 Fermi Avenue Richland, Washington 99354			(<input checked="" type="checkbox"/>) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			(<input checked="" type="checkbox"/>) 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)
01250 1110832 \$2,500,000.00 25400 0001526 RL41

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

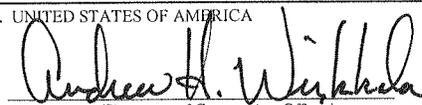
<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	52.243-2 Changes -Cost Reimbursement (Aug 1987) - Alt 1 (Apr 1984)
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Reason for Modification: To issue a Change Order to increase the Not to Exceed (NTE) dollar amount and provide funding for work associated with Phase III of the Columbia River Component; [Note: modification number A066 provided the initial Phase III Notice to Proceed with an NTE of \$2.5M; modification number A100 provided an additional NTE amount of \$2.5M;] A Change Order is hereby issued under the Changes Clause with an authorized budget NTE amount of an additional \$2.5million, for a total NTE of \$7.5M. Total obligated funds are increased by \$2,500,000.00, from \$809,856,333.37 to \$812,356,333.37. WCH is authorized to perform the work identified in this modification up to this NTE amount. Do not exceed the total NTE value without approval from the undersigned via a modification to increase this amount. Notify the undersigned in writing with your rationale if the NTE amount is insufficient for you to proceed with the identified work. The total obligated amount cited in contract clause B.2(a) has changed. A replacement page B-2 is 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) Andrew H. Wirkkala, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 4/29/09

River Corridor Closure Contract
Contract No. DE-AC06-05RL14655
Modification Number A103

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Modification A103 obligates an additional \$2.5M in funding (in addition to the \$2.5M obligated by modification number A066 and the \$2.5M obligated by modification number A100) for the Columbia River Component, Phase III Work. The *Notice to Proceed* was previously provided in modification number A066. The work scope described in modification number A066 remains unchanged.

- (a) reimbursed on a cost, no fee, basis. In addition, such costs will be excluded from all Cost Performance Incentive Fee payments and calculations under Section B and elsewhere in this contract. The Contractor understands, however, that the pension cost for incumbent employees will not be separately funded and is included in the funding amounts shown in the Funding Profile, Section J, Attachment J-11, entitled *RCC Funding Profile*.
- (b) The contractor shall, in accordance with the terms of this contract, provide the personnel, materials, supplies, and services and do all things necessary for, or incident to, providing its best efforts to perform the Recovery Act work. This work will be identified by Work Breakdown Structure (WBS) activity in Section B, Table B.2 and detailed in Section J, Attachment J-1 upon definitization.

B.2 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) Pursuant to the Section I clause entitled Limitation of Funds, total funds in the amount of **\$812,356,333.37** 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, 2009.
- (b) Pursuant to the clause in Section I, entitled "Limitation of Funds," total funds in the amount of \$203,000,000.00 are obligated herein and made available for payment of allowable costs and fee earned related only to the Recovery Act work from the effective date of this modification through the period of performance for the Recovery Act work, contained in Section F.
- (c) 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).

Site: RL

Report Generated on: April 23, 2009 at 01:57:28 PM

Financial Plan Report - Detail

RL14655 - Washington Closure Hanford

Fiscal Year: 2009
Fiscal Month: 07

Financial Plan Number: 24

Contract Modification Number: A103

Rpt Entity: RL Richland Operations Office

Rpt Entity	Fund Code	Leg FT	Obj. Class	Local Use	Legacy B&R	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previsions	BA Change	Revised	Total Available
421101	00556	3Y	1720331	400408000	0000000	0420361	AGRDW893905401-0	257.94	0.00	0.00	0.00	0.00	257.94
Total for Program Parent/Control Point: 400000000													
Total for Fund Type: 3Y													
421101	01050	TF	1104157	HA1001000	0000000	0000000	0000000	3,000.00	0.00	0.00	0.00	0.00	3,000.00
Total for Program Parent/Control Point: HA0000000													
421101	01050	TF	1104167	HD1003000	0000000	0000000	0000000	2,084.83	0.00	0.00	0.00	0.00	2,084.83
Total for Program Parent/Control Point: HD0000000													
Total for Fund Type: TF													
421101	01250	TP	1110620	EY1242411	0001526	0000000	0000000	1.70	-1.70	0.00	0.00	-1.70	0.00
421101	01250	TP	1110620	EY1242411	0001526	0000000	0000000	0.00	3,066,800.00	0.00	0.00	3,066,800.00	3,066,800.00
Total for Program Parent/Control Point: EY1200000													
421101	01250	TP	1110791	EY5042440	0003877	0000000	0000000	93,361.63	-182,698.83	0.00	0.00	-182,698.83	-89,337.20
Total for Program Parent/Control Point: EY5042440													
Total for Fund Type: TP													
Total for Recipient Code: RL													
Total for Reporting Entity: 421101													
Total for Recipient Code: RL													
Total for Reporting Entity: 421101													

Financial Plan Report - Detail

RL14655 - Washington Closure Hanford

Fiscal Year: 2009
Fiscal Month: 07

Financial Plan Number: 24

Contract Modification Number: A103

Rpt Entity: RL, 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
421801	05498	ZZ	1720578	600306000	25400	0421317	0000000	0421555	AGRFHSAP	1,529.91	0.00	0.00	0.00	1,529.91
421801	05498	ZZ	1720578	600306000	25400	0421317	0000000	0421556	AGRSAPCH2MHILL	674.07	0.00	0.00	0.00	674.07
421801	05498	ZZ	1720578	600306000	25400	0421317	0000000	0421557	AGRSAPPNNL	2,184.80	0.00	0.00	0.00	2,184.80
Total for Program Parent/Control Point: 600000000										4,688.78	0.00	0.00	0.00	4,688.78
Total for Fund Type: ZZ										4,688.78	0.00	0.00	0.00	4,688.78
421801	01257	EN	1110832	EY5042411	25400	0000000	0001526	0000000		11,002,122.34	-4,080,800.00	0.00	-4,080,800.00	6,921,322.34
421801	01257	EN	1110832	EY5042411	32002	0427068	0001526	0000000		157,525.49	-68,400.00	0.00	-68,400.00	89,525.49
421801	01257	EN	1110832	EY5042411	32002	0427069	0001526	0000000		53,769.00	850,000.00	0.00	850,000.00	903,769.00
421801	01257	EN	1110832	EY5042411	32002	0427070	0001526	0000000		49,854.39	670,000.00	0.00	670,000.00	719,854.39
421801	01257	EN	1110832	EY5042411	32002	0427071	0001526	0000000		125,000.00	805,000.00	0.00	805,000.00	930,000.00
421801	01257	EN	1110832	EY5042411	32002	0427072	0001526	0000000		65,160.80	710,000.00	0.00	710,000.00	775,160.80
421801	01257	EN	1110832	EY5042411	32002	0427073	0001526	0000000		51,200.00	519,200.00	0.00	519,200.00	570,400.00
421801	01257	EN	1110832	EY5042411	32002	0427074	0001526	0000000		8,769.00	595,000.00	0.00	595,000.00	603,769.00
Total for Program Parent/Control Point: EY5042411										11,513,801.02	0.00	0.00	0.00	11,513,801.02
Total for Fund Type: EN										11,513,801.02	0.00	0.00	0.00	11,513,801.02
421801	01250	TP	1110462	EW1001206	25400	0420163	0001539	0000000		64.27	0.00	0.00	0.00	64.27
421801	01250	TP	1110462	EW1001206	25400	0421317	0001539	0000000		101.92	0.00	0.00	0.00	101.92
Total for Program Parent/Control Point: EW1000000										166.19	0.00	0.00	0.00	166.19
421801	01250	TP	1110832	EY5042411	25400	0000000	0001526	0000000		8,301,490.87	168,962,852.00	2,500,000.00	171,462,852.00	179,764,332.87
AY 2009 - Incremental Funding for WCH (NP/INTE) = 2.5M														
421801	01250	TP	1110832	EY5042411	25400	0421317	0001526	0000000		547.99	0.00	0.00	0.00	547.99
421801	01250	TP	1110832	EY5042411	25400	0421334	0001526	0000000		526,390.09	-491,664.69	0.00	-491,664.69	134,715.40
421801	01250	TP	1110832	EY5042411	32002	0427068	0001526	0000000		244,053.75	0.00	0.00	0.00	244,053.75
421801	01250	TP	1110832	EY5042411	32002	0427070	0001526	0000000		291,057.47	0.00	0.00	0.00	291,057.47
421801	01250	TP	1110832	EY5042411	32002	0427071	0001526	0000000		51,538.35	0.00	0.00	0.00	51,538.35
421801	01250	TP	1110832	EY5042411	32002	0427072	0001526	0000000		88,647.06	0.00	0.00	0.00	88,647.06
421801	01250	TP	1110832	EY5042411	32002	0427073	0001526	0000000		30,773.86	0.00	0.00	0.00	30,773.86
Total for Program Parent/Control Point: EY5042411										9,634,479.44	168,471,187.31	2,500,000.00	170,971,187.31	180,605,666.75
Total for Recipient Code: RL										9,634,645.63	168,471,187.31	2,500,000.00	170,971,187.31	180,605,832.94
Total for Reporting Entity: 421801										21,153,135.43	168,471,187.31	2,500,000.00	170,971,187.31	192,124,322.74
Total for RL14655 - Washington Closure Hanford										21,251,841.53	171,355,286.78	2,500,000.00	173,855,286.78	195,107,128.31