

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. A105	3. EFFECTIVE DATE See block 16c	4. REQUISITION/PURCHASE REQ. NO. N/A	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	CODE	7. ADMINISTERED BY (If other than Item 6) Same as item 6. DOE Contracting POC: L. Maria Finan (509) 376-7119	CODE
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)

N/A

**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>X Unilateral IAW 52.243-2 Changes –Cost Reimbursement (Aug 1987) – Alt 1 (Apr 1984)</b>
	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)

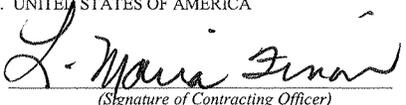
E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to:

A. Establish a Not-to-Exceed budget and Notice to Proceed of \$8,500,000 for work associated with field implementation of nonintrusive characterization and planning purposes at the 618-10 Burial Ground. This NTP is in response to WCH letter CCN 143321, "Request for Notice to Proceed with 618-10 Nonintrusive Characterization", dated March 3, 2009. Further, this NTP relates to work that will be included in REA-027, "618-10/11 Nonintrusive Sampling".

Details of the NTP/NTE are continued on page 2.

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>L. Maria Finan, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED <b>30 APR 09</b>
(Signature of person authorized to sign)			

Block 14, Continuation

A. (Continued) WCH is authorized to initiate the following:

1. Field implementation of the nonintrusive characterization activities at 618-10 including mobilization, geophysical delineation of the Vertical Pipe Units (VPUs), in-situ radionuclide characterization of the VPUs and trenches using a multi-detector probe, soil sampling adjacent to and below the bottom of selected VPUs using cone penetrometers and sample tubes, and subcontractor oversight. Preparation of a characterization report and evaluation of nonintrusive characterization results to design solution assumptions, completion of a workshop to present the results to RL and the regulators, definition of the proposed path forward regarding intrusive characterization, if required, and start of remediation.
2. Perform record searches to supplement records obtained during the design solution. This effort includes a review of boxes of information stored in Seattle and at the Pacific Northwest National Laboratories to identify additional information related to 618-10 and 618-11 Waste Burial Ground activities.
3. Prepare a confinement design criteria and a conceptual design report for intrusive characterization, if required, and remediation of the 618-10 Burial Ground

B. WCH is authorized to perform the work identified in this modification up to this funded NTE amount. Do not exceed this amount without prior 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 this work. This work will be included as part of the contractor's proposal for American Recovery and Reinvestment Act (ARRA) funded work as required in modification A099.

C. New WBS level six is authorized as appropriate.

D. Funding for this NTP was provided for in modification A099 dated April 9, 2009. This NTP utilizes ARRA funds and, as such, is subject to all requirements associated with using ARRA funds.

E. Revise Table B.4 to reflect the following changes: (1) Increase the authorized amount of ARRA funds for FD0211120, 1111331, River Corridor from \$28,000,000 to \$36,000,000; (2) Increase authorized amount of ARRA funds for FD0221000, 1111333, Soil and Groundwater - RL-1041 from "None" to \$8,500,000. (3) Increase authorized amount of total ARRA funds from \$28,000,000 to \$44,500,000. Page B-19 is replaced by the revised page as attached.

F. Revise Contract Clause I.22a, FAR 52.216-24, Limitation of Government Liability, paragraph (a) from \$28,000,000 to \$44,500,000 and change paragraph (b) from \$28,000,000 to \$44,500,000. Pages I-2 and I-9 are replaced by revised page as attached.

**TABLE B.2 SCHEDULE OF QUANTITIES AND TARGET COST**

See attached Table B.2  
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**TABLE B.3 OTHER COSTS AND PROJECTS (see below):**

(Other Costs and Projects are for identifying those costs and projects which are over and above those included in other schedules and tables shown in the contract. These are not part of the target cost and target fee costs shown elsewhere in the contract and are considered to be "special" projects which are within the scope of this contract but not previously identified as part of the originally conceived contract or IPB. These have a different funding source from the rest of contract). An example of Other Costs and Projects would be specially funded projects, e.g., work associated with the B-Reactor Building as a Historical Landmark building.

<u>PROJECT DESCRIPTION</u>	<u>NEGOTIATED COST &amp; FEE</u>	<u>COST ONLY</u>	<u>FEE ONLY</u>
REA-020/29 – B-Reactor Roof Repair	\$1,624,619	\$1,518,336	\$106,283

**TABLE B.4 SUMMARY OF ARRA OBLIGATIONS AND AUTHORIZATIONS BY PROGRAM**

<b>Legacy Program Value</b>	<b>STARS Program Value</b>	<b>Legacy Program value Description</b>	<b>Obligated</b>	<b>NTP/NTE/Authorized</b>
FD0211120	1111331	River Corridor	\$141,000,000	\$36,000,000 for ARRA full funding work scope, ARRA ERDF Expansion work scope and necessary support activities
FD0221000	1111333	Soil and Groundwater - RL-1041	\$62,000,000	\$8,500,000
		Total	\$203,000,000	\$44,500,000

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
		<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>	
I.19	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Oct 1997)	None
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
1.22a**	FAR 52.216-24	Limitation of Government Liability <i>(see full text version at end of Section I)</i>	(a) 44,500,000 (b) 44,500,000
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

- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

**I.20 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

- (a) The Contractor shall make the following notifications in writing:
  - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
  - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall:
  - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
  - (2) Provide the ACO or designated representative ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
  - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this Contract that meet the applicability requirement of FAR 15.408(k).

**I.22a 52.216-24 LIMITATION OF GOVERNMENT LIABILITY**

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$44,500,000.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$44,500,000.

After the Contracting Officer's determination of price or fee, the contract shall be governed by—