

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 5 PAGES
2. AMENDMENT/MODIFICATION NO. M104	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		7. ADMINISTERED BY (If other than Item 6) Same as item 6. POC is Maria Finan (509) 376-7119.		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code). Washington Closure Hanford LLC (WCH) 2620 Fermi Avenue Richland, WA 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)

**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:
<input checked="" type="checkbox"/>	D. OTHER Specify type of modification and authority Bilateral by Mutual Agreement of the Parties

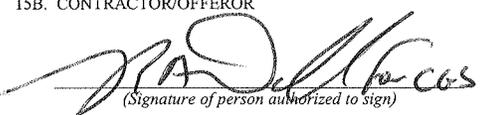
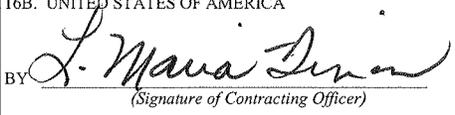
E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

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. Revise Clause H.37, Baseline and Reporting Requirements for Work Performed under the Recovery Act. Pages H-28 to H-31 are replaced by the revised pages as attached

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) C. G. Spencer, President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) L. Maria Finan, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 05-19-09
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 20 May 09

### H.36 MODIFICATION DEFINITIZATION

(a) The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive modification for the Recovery Act work directed under this modification. The Contractor agrees to submit a technical, cost, and fee proposal in accordance with the instructions contained in section 9 of this modification A099.

(b) The schedule for definitizing this modification is as follows:

<u>Action</u>	<u>Date *</u>
Contractor submits technical, cost, and fee Proposal	60 days
Commence negotiations	140 days
Mutual agreement on definitization of Recovery Act work	160 days
Contractor submits certificate of current cost or pricing data	160 days
Execute definitization contract modification	180 days

\*Date is specified as the number of calendar days after this modification is signed by both parties.

(c) If agreement on a definitive modification is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the clause in section I, entitled "Limitation of Government Liability," added by this modification.

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

- (i) All clauses required by the FAR on the date of execution of this modification for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this modification shall continue in effect.

### H.37 Baseline and Reporting Requirements for Work Performed under the Recovery Act

This clause defines the unique requirements for the contractor's project management baseline and associated reporting requirements to address the modified contract performance requirements as implemented in Section C. Statement of Work to be performed and funded under the provisions of the American Recovery and Reinvestment Act of 2009 (Recovery Act).  
Baseline Requirements

- a. For purposes of this clause the "pre-definitized period" is defined as that timeframe from the date of execution of modification number A099 directing the contractor to begin the Recovery Act work until the work is definitized in accordance with the clause in Section H entitled "Modification Definitization." All requirements for plans and deliverables during the pre-definitized period shall be based on the definitization time period estimated in the "Modification Definitization" clause.

- b. During the pre-definitized period, the contractor shall develop and deliver to the Contracting Officer the following:
  1. Within 30 days after execution of modification no. A099, the contractor shall provide a work plan for performance of that portion of the work specified in Section C. Statement of Work expected to be performed during the 180-day period after execution of modification no. A099. This plan shall include the following:
    - i. Product-oriented Work Breakdown Structure (WBS) and WBS dictionary in alignment with the statement of work, as modified for the Recovery Act work, to include performance of Recovery Act work totally within distinctly defined, separately tracked and uniquely managed WBS elements;
    - ii. Monthly spend plan consistent with the statement of work, completely segregating the non-Recovery Act work from the Recovery Act funded portions of the statement of work;
    - iii. Crosswalk of statement of work WBS elements and associated planned milestones, metrics, and estimated costs (at least at the 50% confidence level), between the current base project Near-Term Baseline (NTB) and the Recovery Act work;
    - iv. Milestone list including, but not limited to, major hiring actions that create newly “created” or “retained” jobs by the contractor or first tier subcontractors in accordance with the clause in FAR 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements, key starts and completions, enforceable regulatory dates, approval of key regulatory decisions, project critical decisions, delivery of critical Government Furnished Services and Items; and
    - v. Planned quarterly summary of jobs “created” or “retained” by the contractor and first tier subcontractors as defined in FAR 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements.
  2. Within 120 days after execution of modification no. A099, the contractor shall propose a Performance Baseline for the complete work specified in Section C. Statement of Work. This baseline shall use control accounts that will be made up of work sub-activities delineated in Section J-1 of the RCCC. The WBS elements at the lowest level of the WBS structure should roll up to each higher level of the WBS structure and clearly identify the entire work to be performed. The WBS shall clearly distinguish all non-Recovery Act work from all Recovery Act work. The proposed Performance Baseline shall include the following:
    - i. The contractor shall propose a performance baseline, that consists of the sum of the Performance Measurement Baseline, Management Reserve, and fee that represents a high confidence level (at least a 50% confidence level),, for the work to be performed, including the pre-definitized period and the post-definitized period. This performance measurement baseline shall be based upon the work and schedule included in modification no. A099 and the contractor’s cost proposal. An integrated baseline with a month-by-month Budgeted Cost of Work Scheduled (BCWS) must be developed for the complete Recovery Act work. This will be the original baseline for Recovery Act work and shall include all of the work by lowest level of the WBS structure, including both the pre- and post- definitized periods, and the contractor’s defined management reserve.. The sum of estimated cost for the pre-definitized period, estimated cost for the post-definitized period shall equal the contractor’s proposed estimated cost for the Recovery Act work. This performance baseline is subject to independent project review and certification before approval by the government.

- ii. A network logic schedule utilizing Primavera will be developed at the activity level for each control account which includes milestones. The schedule must be resource loaded and coded to allow summarization of lower level activities through the control account for the complete Recovery Act work.
- iii. The contractor's proposed Performance Baseline shall also include the planned quarterly summary of jobs "created" or "retained" by the contractor and first tier subcontractors as defined in FAR 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements.

Deliverables supporting the Recovery Act performance baseline shall include all deliverables required under existing contract requirements, those Recovery Act deliverable and reporting requirements specified in FAR 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements. For all common deliverables, the data shall be clearly segregated and distinguished between non-Recovery Act work and Recovery Act work, as well as summing to complete contract totals.

These documents shall be submitted to the Contracting Officer to support DOE review and baseline approval. The Contracting Officer may identify other documents as needed to support project reviews and audits.

- 3. The contractor shall support an Independent Project Review (IPR) and/or an External Independent Review (EIR) and resolution of IPR or EIR corrective actions for the Performance Baseline submitted, if required.
- c. During the pre-definitized period, the contractor shall establish the Earned Value (EV) forecast based on the budgeted cost of work scheduled (BCWS) and the for budgeted cost for work performed (BCWP) portrayed on a monthly basis utilizing measurable units associated with each activity in the schedule (e.g., square foot reduction, number of TRU shipments, foot print reduction, tons loaded out to ERDF, etc.), as appropriate, that will allow the reporting of the contractor's progress in accordance with the reporting requirements specified in the clause in FAR 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements. The associated Budgeted Cost of Work Scheduled (BCWS), Budgeted Cost of Work Performed (BCWP), Actual Cost of Work Performed (ACWP), cost and schedule variances, performance indices, and variance analyses shall be reported monthly. Performance against the Recovery Act performance baseline shall be tracked separately from other work under the contract funded by other appropriations.
- d. Upon negotiation of the definitive modification to the contract, the performance baseline documentation submitted in accordance with paragraph b.2 above shall be revised by the contractor to reconcile cost estimates and WBS elements, if necessary, consistent with the definitive modification.

#### Reporting Requirements

- e. Within 30 days of definitization of the Recovery Act work, the contractor shall begin reporting against the established contractor's performance baseline in accordance with the reporting requirements specified under existing contract requirements, those reporting requirements specified in FAR 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements. Performance against the Recovery Act work shall be tracked and reported separately from other work under the contract funded by other appropriations.
- f. These reports shall be provided to the Contracting Officer on a monthly basis.

- a. Contract Performance Report (Refer to OMB No. 0704-0188 or DD FORM 2734/1, MAR 05) :Format 1 - Work Breakdown Structure, Format 3 - Baseline, and Format 5 - Explanations and Problem Analyses.
- b. A Milestone report from Primavera reflecting status of all milestones being reported with columns for the scope, original planned date, current planned date, and the actual date the milestone was completed.
- c. A funds management report by Budgeting & Reporting (B&R) codes that identifies the amount of funds obligated to the contract and the amount of funds obligated to the contractor, and committed and expended by the contractor.