

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 8

2. AMENDMENT/MODIFICATION NO. 142		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 09EM002176		5. PROJECT NO. (If applicable)	
6. ISSUED BY Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352		CODE 00601		7. ADMINISTERED BY (If other than Item 6) Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352		CODE 00601	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WASHINGTON CLOSURE HANFORD, LLC Attn: C. G. Spencer, President 2620 Fermi Avenue Richland WA 99354				9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/> (x)			
CODE 167280762				FACILITY CODE			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-05RL14655			
				10B. DATED (SEE ITEM 11) 03/23/2005			
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 _____ copies 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE 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 date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

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

CHECK ONE	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: I. 70-FAR 52.243-2-Changes-Cost Reim (8/87)-Alt I & Mutual Agrmt of Parties
	D. OTHER (Specify type of modification and authority)

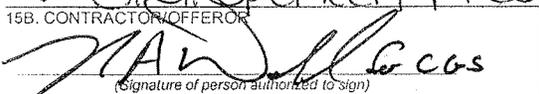
E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

Tax ID Number: 94-1381538
DUNS Number: 167280762
Subj to Retent: N
The purpose of this modification is to definitize Phase I of the ARRA change order (Modification Nos. A099 and A105).

SEE BLOCK 14 CONTINUATION ON PAGE 2.
Period of Performance: 03/23/2005 to 09/30/2015

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) Jewel J. Short	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16C. DATE SIGNED 09/30/09	
15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
		16C. DATE SIGNED 9/30/09	

SF 30 BLOCK 14 CONTINUATION:

1. The American Recovery and Reinvestment Act (ARRA) change order was issued on April 4, 2009, under bilateral Modification No. A099. Additional ARRA workscope was added in Modification No. A105. Washington Closure Hanford LLC (WCH) responded on July 28, 2009, with "Phase I" ARRA cost proposal (WCH-399). The workscope identified for Phase I includes Environmental Restoration Disposal Facility (ERDF) expansion (i.e. Super Cell 9 and Super Cell 10), Transportation and Disposal Upgrades, Burial Ground 618-10 Non-Intrusive Characterization and 618-10 Trench Remediation. WCH is working on the Phase II cost proposal which will be used to definitize the rest of the ARRA change order.
2. The parties hereby agree to the following changes to cost and fee:
 - a. Contract total Target Cost is increased by \$61,400,785; from \$2,155,308,329 to \$2,216,709,114
 - b. Contract total Target Fee is increased by \$4,298,056; from \$148,816,625 to \$153,114,681.
 - c. The following charts depict the transfer of cost and fee from CLIN 1 to CLIN 4. These transfers are related to the unchanged work of ERDF Super Cell 9 and 618-10 Trench Remediation:

ERDF Super Cell 9

	CLIN 1		CLIN 4	
	Cost	Fee	Cost	Fee
Beginning	\$ 1,898,880,918	\$ 130,866,706	\$ -	\$ -
Change	\$ (33,477,066)	\$ (2,343,395)	\$ 33,477,066	\$ 2,343,395
Net	\$ 1,865,403,852	\$ 128,523,311		

618-10 Field Remediation - P&MS and General MSGS for all CLIN 1 Work

	CLIN 1		CLIN 4	
	Cost	Fee	Cost	Fee
Beginning	\$ 1,865,403,852	\$ 128,523,311	\$ -	\$ -
Change	\$ (1,000,939)	\$ (70,066)	\$ 1,000,939	\$ 70,066
Net	\$ 1,864,402,913	\$ 128,453,245		

618-10 Field Remediation - Trench Remediation

	CLIN 3		CLIN 4	
	Cost	Fee	Cost	Fee
Beginning	\$ 155,768,358	\$ 10,903,785	\$ -	\$ -
Change	\$ (3,978,396)	\$ (278,532)	\$ 3,978,396	\$ 278,532
Net	\$ 151,789,962	\$ 10,625,253		

Total Transferred to CLIN 4

	\$ 38,456,401	\$ 2,691,993
--	---------------	--------------

- d. The following chart accounts for cost and fee added to CLIN 4 for the changed work (ERDF SC10, Transportation and Disposal Upgrades, 618-10 NIC, and Mission Support General Support (i.e., direct cost of training and ARRA reporting and support activities). In addition, the chart shows the new total amount of CLIN 4.

	CLIN 4	
	Cost	Fee
ERDF Super Cell 10	\$ 33,477,066	\$ 2,343,395
Transportation and Disposal Upgrades	\$ 19,193,247	\$ 1,343,527
618-10 Non Intrusive Characterization	\$ 7,026,193	\$ 491,834
MSGGS direct work scope	\$ 1,704,279	\$ 119,300
Subtotal for Changed Work	\$ 61,400,785	\$ 4,298,056
Total CLIN 4 (Changed Plus Transferred)	\$ 99,857,186	\$ 6,990,049

- e. Total Contract Summary for the above changes:

	CLIN 1	CLIN 2	CLIN 3	CLIN 4	Total
Target Cost	\$ 1,864,402,913	\$ 100,659,053	\$ 151,789,962	\$ 99,857,186	\$ 2,216,709,114
Target Fee	\$ 128,453,245	\$ 7,046,134	\$ 10,625,253	\$ 6,990,049	\$ 153,114,681

- f. A revised Table B.1 "Incentive Fee Structure" which incorporates the above changes is attached to this modification in the form of a replacement page to the contract (i.e. page B-18). Other changes to Table B.1 are as follows: (1) cost share ratio is changed from "TBD" to "80/20"; (2) Maximum cost performance incentive fees are changed to reflect 13.5% of the revised target cost for CLIN 1, 3, and 4 described above; and (3) CLIN 4 Minimum Cost and Minimum Schedule Performance Fees are changed from "TBD" to "Zero."

- g. Table B.2 "Schedule of Quantities and Target Cost" will be updated to reflect the above changes and will be incorporated into the contract via bilateral modification within 30 days of this modification.

3. Changes to Table B.4, "Summary of ARRA Obligations and Authorizations by Program":

- a. The following changes account for the definitization of the Phase I ARRA change order as described above:
- i. River Corridor is increased to \$95,072,280;
 - ii. Soil and Groundwater is increased to \$11,774,955;

- b. In addition, the following changes account for new not-to-exceed funding for WCH to begin work on ARRA Phase II workscope, consistent with WCH Cost Proposal No. 355 (Phase II) which was submitted to DOE on September 28, 2009:
 - i. River Corridor is increased by an additional \$12,000,000;
 - ii. Soil and Groundwater is increased by an additional \$5,000,000.
- c. The new total "NTP/NTE Authorized" is \$123,847,235.
- d. Below is a copy of the Table B.4. Replacement page B-19 is attached to this modification.

Legacy Program Value	STARS Program Value	Legacy Program Value Description	Obligated	NTP/NTE/Authorized
FD0211120	1111331	River Corridor	\$175,799,000	\$107,072,280 for ARRA full funding work scope, ARRA ERDF Expansion work scope and necessary support activities
FD0221000	1111333	Soil and Groundwater - RL 1041	\$77,815,000	\$16,774,955 for 618-10 Burial Ground work
		Total	\$253,614,000	\$123,847,235

- 4. Section I, Clause I.22a "FAR 52.216-24 Limitation of Government Liability" is changed as follows:
 - a. Paragraph (a) is changed from \$44,500,000 to \$123,847,235 and paragraph (b) is changed from \$44,500,000 to \$123,847,235.
 - b. Replacement pages I-2 and I-9 are attached to this modification.
- 5. Section J, Table J-1, "Table of River Corridor Closure Contract Work Scope," will be updated to reflect the above changes and will be incorporated into the contract via bilateral modification within 30 days of this modification.
- 6. Contractor Statement of Release: In consideration of the modification agreed to herein as complete equitable adjustment for WCH-339 (WCH ARRA Phase I Cost Proposal) dated July 28, 2009, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the ARRA Phase I Cost Proposal. The only exceptions to this release are the following:
 - a. Differing site conditions as defined in Contract Clause B.5(a)(2).

TABLE B.1 INCENTIVE FEE STRUCTURE

Element	Definition/ Reference	CLIN 1		CLIN 2		CLIN 3		CLIN 4		Total
		Date	Amount	Date	Amount	Date	Amount	Date	Amount	
Cost Performance Incentive Fee (Target Cost, Target Fee, and Cost Share Ratio)										
Target Cost	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (b)(1)		\$1,864,402,913		\$100,659,053		\$151,789,962		\$99,857,186	\$2,216,709,114
Target Fee	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (b)(2)		\$128,453,245		\$7,046,134		\$10,625,253		\$6,990,049	\$153,114,681
Estimated Incumbent Employee Pension Costs	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (e)(5)		\$34,074,455		\$1,806,276		\$2,795,184		N/A	\$38,675,915
Cost Share Ratio (Government/ Contractor)	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (e)		80/20		80/20		80/20		80/20	80/20
Schedule Performance Incentive Fee										
Completion of Contract Requirements	Fee earned for completion on or before the dates shown:	3/31/2012	\$25.9M	3/31/2012	\$10.9M	3/31/2012	\$3.2M			\$40.0M
		9/30/2012	\$19.4M	9/30/2012	\$8.2M	9/30/2012	\$2.4M			\$30.0M
		3/31/2013	\$15.5M	3/31/2013	\$6.5M	3/31/2013	\$2.0M			\$24.0M
		9/30/2013	\$7.8M	9/30/2013	\$3.2M	9/30/2013	\$1.0M			\$12.0M
		3/31/2014	\$3.9M	3/31/2014	\$1.6M	3/31/2014	\$0.5M			\$6.0M
		9/30/2014	\$2.6M	9/30/2014	\$1.1M	9/30/2014	\$0.3M			\$4.0M
		3/31/2015	\$1.2M	3/31/2015	\$0.6M	3/31/2015	\$0.2M			\$2.0M
		9/30/2015	Zero	9/30/2015	Zero	9/30/2015	Zero			Zero
Total Maximum Incentive Fee										
Maximum Cost Performance Incentive Fee	Maximum total Cost Performance Incentive Fee that may be earned		\$251,694,393 (13.5% of Target Cost)		\$13,588,972 (13.5% of Target Cost)		\$20,491,645 (13.5% of Target Cost)		\$13,480,720 (13.5% of Target Cost)	\$299,255,730 (13.5% of Target Cost)
Maximum Schedule Performance Incentive Fee	Maximum total Schedule Performance Incentive Fee that may be earned		\$25.9M		\$10.9M		\$3.2M		TBD	\$40.0M
Total Minimum Incentive Fee										
Minimum Cost Performance Incentive Fee	Minimum total Cost Performance Incentive Fee that may be earned		Zero		Zero		Zero		Zero	Zero
Minimum Schedule Performance Incentive Fee	Minimum total Schedule Performance Incentive Fee that may be earned		Zero		Zero		Zero		Zero	Zero

TABLE B.2 SCHEDULE OF QUANTITIES AND TARGET COST

See attached Table B.2

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 & 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

Legacy Program Value	STARS Program Value	Legacy Program Value Description	Obligated	NTP/NTE/Authorized
FD0211120	1111331	River Corridor	\$175,799,000	\$107,072,280 for ARRA full funding work scope, ARRA ERDF Expansion work scope and necessary support activities
FD0221000	1111333	Soil and Groundwater – RL-1041	\$77,815,000	\$16,774,955 for 618-10 Burial Ground work
		Total	\$253,614,000	\$123,847,235

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
1.18	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
1.19	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Oct 1997)	None
1.20	FAR 52.215-19	Notification of Ownership Changes (Oct 1997) <i>(see full text version at end of Section I)</i>	None
1.21	FAR 52.216-7	Allowable Cost and Payment (Dec 2002)	None
1.22	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) \$123,847,235 (b) \$123,847,235
1.23	FAR 52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)	None
1.24	FAR 52.219-8	Utilization of Small Business Concerns (May 2004)	None
1.25	FAR 52.219-9	Small Business Subcontracting Plan (Jan 2002) – Alternate II (Oct 2001)	None
1.26	FAR 52.219-16	Liquidated Damages – Subcontracting Plan (Jan 1999)	None
1.27	FAR 52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jun 2003)	(b) 0
1.28	FAR 52.219-25	Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Oct 1999)	None
1.29	FAR 52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	None
1.30	FAR 52.222-3	Convict Labor (Jun 2003)	None
1.31	FAR 52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (Sep 2000)	None
1.32	FAR 52.222-21	Prohibition of Segregated Facilities (Feb 1999)	None
1.33	FAR 52.222-26	Equal Opportunity (Apr 2002)	None
1.34	FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)	None
1.35	FAR 52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)	None
1.36	FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)	None
1.36.a	FAR 52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)	None
1.37	FAR 52.222-41	Service Contract Act of 1965, As Amended (May 1989)	None
1.38	FAR 52.222-42	Statement of Equivalent Rates for Federal Hires (May 1989)	Employee Class Monetary Wage – Fringe Benefits
1.39	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)	(b) TBD
1.40	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)	None
1.41	FAR 52.223-10	Waste Reduction Program (Aug 2000)	None
1.42	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 \$123,847,235.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$123,847,235.
 - (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by—