AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 170
6. ISSUED BY Richland Operations Office
   U.S. Department of Energy
   Richland Operations Office
   P.O. Box 550, MSIN A7-80
   Richland WA 99352

8. NAME AND ADDRESS OF CONTRACTOR
   Washington Closure Hanford, LLC
   Attn: Neil Brosee, President
   2620 Fermi Avenue
   Richland WA 99354

10. MODIFICATION OF CONTRACT/ORDER NO.
    DE-AC06-05RL14655

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
    (x) 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)
   FACILITY CODE 167280762
   CODE 00601
   DATE 03/23/2005

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:
      FAR 52.243-2 = Changes-Cost Reimbursement (8/87) = Alt I and Mutual Agreement of the Parties
   ☐ D. OTHER (Specify type of modification and authority)

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:

A. Definitize the following Request for Equitable Adjustment (REA), which was submitted to RL by WCH on April 15, 2009 (WCH CCN 143967): WCH-REA-064, Revision 0, "100-D Remediation of Three Failed Confirmatory Sites and Design of Ten Failed Confirmatory Sites."

Continued ...

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 SIGNED (Type or print)
      M.A. Brosee, President

16C. DATE SIGNED 3-9-10

15B. CONTRACTOR/ORDEROR
      signature of person authorized to sign

15C. DATE SIGNED 3-9-10

16B. UNITED STATES OF AMERICA

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NOT SPECIFIED /OTHER
B. The following summarizes the cost and fee negotiated for WCH-REA-064:
   Cost: $4,492,911
   Fee: $312,920
   Total: $4,805,831

C. The amounts negotiated above are subject to downward adjustment based on the results of the forthcoming Defense Contract Audit Agency (DCAA) audit of the contractor's proposed waste operations cost rates.

D. Non-Site Specific Support (NSSS) costs which are allocable to this work will be negotiated at a later date after completion of the DCAA audit of the contractor's proposed NSSS cost rates.

E. This modification does not add additional funds to the contract. Accordingly, work under the contract, such as that described herein, must be performed within the amount of funds which have been incrementally allotted to the contract in accordance with Clause I.57 - FAR 52.232-22 - Limitation of Funds (Apr 1984).

F. Contractor Statement of Release: In consideration of the modification agreed to herein as complete equitable adjustment for WCH-REA-064, 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 WCH-REA-064. The only exceptions to this release are the following: (1) differing site conditions as defined in Contract Section B.5(a)(2); and (2) the Contractor reserves the right to submit a futureREA for schedule impact and escalation related to WCH-REA-064.

G. The following will be updated in a separate bilateral modification (as applicable): Section B, Table B.1, "Incentive Fee Structure," Table B.2, "Schedule of Quantities and Target Cost," Table C.1, "River Corridor Work Summary," and Section J, Attachment J-1, "River Corridor Closure Contract Work Scope."

There are no other changes to the terms and conditions of the contract.
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