

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. M008		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE RBQ. NO. 06-05RL14655.506	1 11	
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.	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Washington Closure Hanford LLC (WCH) 3070 George Washington Way Richland, WA 99352				(6)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
				√	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.

(6)	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:
X	D. OTHER Specify type of modification and authority FAR 52.243-2, Changes – Cost Reimbursement (Aug 1987) Alternate I (Apr 1984)

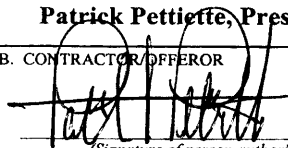
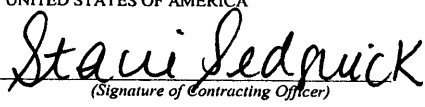
E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

A) In accordance with FAR 52.243-2 Changes, the contract is modified as detailed on page 2 and 3 of this modification.

B) Replacement pages H-i, H-ii, H-19, H-21, H-22, J-15, J-15-A, and J-15-B are 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) Patrick Pettiette, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stacie Sedgwick	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9-22-05	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 23 Sep 05

The following revisions are included in this modification:

A) Section H, clause H.26, Responsible Corporate Official, is modified as follows:

from:

Name: Patrick L. Pettiette
Position: President
Company/Organization: Washington Closure LLC
Address: 1779 Terminal Dr., Richland WA 99354
Phone: 208-386-6856
Facsimile: 208-386-5489
Email: pat.pettiette@wgint.com

to:

Name: Patrick L. Pettiette
Position: President
Company/Organization: **Washington Closure Hanford, LLC**
Address: **3070 George Washington Way**, Richland WA 99354
Phone: **509-372-9951**
Facsimile: **509-372-9654**
Email: **plpettiette@wch-rcc.com**

B) Section H, is modified to incorporate a new clause H.32 Special Voluntary Retirement Program (SVRP) Payment Authorization as follows:

H.32 SPECIAL VOLUNTARY RETIREMENT PROGRAM (SVRP) PAYMENT AUTHORIZATION

The Contractor, Washington Closure Hanford, LLC (WCH), is authorized to reimburse, as an allowable cost, monthly payments associated with the 1996 Special Voluntary Retirement Program (SVRP) for Mr. Theodore A. Curran and Mr. Kenneth R. Porter. The monthly payments will be equal to the enhancement portion of the SVRP. As of February 1, 1997, these amounts are \$523.66 for Mr. Curran and \$752.98 for Mr. Porter. The exact amounts are to be determined by the Plan Administrator based on the actual retirement date and the joint and survivor annuity option as selected by the individuals. Each monthly payment will continue until: (1) the month immediately preceding the month each individual receives his first payment of an enhanced

benefit from the Hanford Pension Plan; or (2) the month of his death or his spouse's death, whichever is later. The Contractor shall make such payments, as allowable costs, for the terms of the contract only. Any costs related to these payments, such as administration, employer taxes, etc., are also considered allowable. The Department of Energy (DOE) will incorporate provisions in successor contracts for continuation of said payments as allowable costs. In the event there is no successor contractor, DOE will make such payments directly to the above individuals based on the conditions herein.

Payment of the above amounts may be found to be included as part of the Hanford Pension Plan, should the Internal Revenue Service (IRS) rule that such payments are qualified under the Hanford Pension Plan. A ruling by the IRS qualifying such payment under the Hanford Pension Plan will negate the monthly payments by WCH, successor contractors or the DOE.

SVRP Payments are excluded from both the target cost and target fee amounts and will be 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 SVRP Payments 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*.

- C) Section J, Attachment J-6: Advance Agreement, Personnel, and Related Costs, is changed to incorporate the attached pages J-15, J-15-A, and J-15-B.

PART I - THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS
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- (c) The Contractor may request, in writing, that the Contracting Officer waive all or part of a reduction, if special circumstances exist. The Contracting Officer shall have sole unilateral discretion to waive or not waive all or part of a reduction.

The following is a list of Key Personnel for this Contract:

Name	Position
Pat Pettiette	Project Manager
Greg Meyer	ESQH Manager
John Fulton	D4 Closure Manager
Rick Donahoe	Field Remediation Closure Manager
Ella Feist	End State and Final Closure Manager
Dennis Reese	Reactor ISS Closure Manager
Jeff James	Waste Operations Manager
Mike Fox	Project Integration Manager
Dru Butler	Regulatory Integration and Outreach Manager
Bill Shingler	Project Services Manager

H.26 RESPONSIBLE CORPORATE OFFICIAL

The Contractor shall provide a Guarantee of performance from its parent company in the form set forth in Section J, Attachment J-3. If the Contractor is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of this procurement, the parent companies of all the entities forming the new entity shall all provide Guarantees, which Guarantees shall provide for joint and severable liability for the performance of the Contractor. In the event any of the signatories to the Guarantee of performance enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer. Notwithstanding the provisions of this clause, the Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Contractor and who is accountable for the performance of the Contractor, regarding Contractor performance issues.

Name: Patrick L. Pettiette
 Position: President
 Company/Organization: Washington Closure Hanford, LLC
 Address: 3070 George Washington Way, Richland WA 99354
 Phone: 509-372-9951
 Facsimile: 509-372-9654
 Email: plpettiette@wch-rcc.com

Should the responsible corporate official change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change in the individual to contact.

established in the Contractor's Small Business Subcontracting Plan will remain in effect for the duration of the contract period.

H.29 LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT APPROPRIATIONS ACT, 2003)

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence Congressional action on any legislation or appropriation matters pending before Congress, other than communication to Members of Congress as described in 18 USC 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.30 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS

It is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

H.31 EXTRAORDINARY CONTRACTUAL RELIEF IN LIEU OF PRICE-ANDERSON AMENDMENTS ACT (PAAA) COVERAGE

- (a) This Contract contains Clause I.101, DEAR 952.250-70, *Nuclear Hazards Indemnity (JUN 1996)*. Nuclear hazards indemnification under the Price-Anderson Amendments Act of 1988 (PAAA), 42 USC §2210(d), upon which that Clause is based, expired on December 31, 2004. The Clause is, therefore not effective unless and until Congress reauthorizes coverage and the Clause is activated in accordance with this Article H.31.
- (b) In lieu of PAAA indemnification the Contractor may, not later than 30 days after contract award, submit a request for indemnification under Public Law 85-804. The Contractor represents that it has read and understands the requirements for obtaining Public Law 85-804 indemnification contained in FAR 50.403 and DOE Acquisition Letter 2002-04. The Contractor further agrees to fully cooperate with DOE in its processing of the indemnification request and DOE agrees to use its best efforts to process the request expeditiously.
- (c) If during the contract term PAAA indemnification or similar statutory indemnification is authorized by the Congress, then that statutory indemnity shall apply in lieu of any approved Public Law 85-804 indemnification. To the extent that the enacted nuclear hazards indemnification merely extends the effective date of the PAAA, the Contracting Officer shall issue a unilateral modification to this Contract making Clause I.101 effective in accordance with the statute. To the extent that in enacting the replacement nuclear hazards indemnification, Congress makes substantive changes to the PAAA, the Contracting Officer shall issue a unilateral modification to this Contract activating Clause I.101 and altering the Clause to reflect the changes necessary to comply with the statute.

H.32 SPECIAL VOLUNTARY RETIREMENT PROGRAM (SVRP) PAYMENT AUTHORIZATION

The Contractor, Washington Closure Hanford, LLC (WCH), is authorized to reimburse, as an allowable cost, monthly payments associated with the 1996 Special Voluntary Retirement Program (SVRP) for Mr. Theodore A. Curran and Mr. Kenneth R. Porter. The monthly payments will be equal to the enhancement portion of the SVRP. As of February 1, 1997, these amounts are \$523.66 for Mr. Curran and \$752.98 for Mr. Porter. The exact amounts are to be determined by the Plan Administrator based on the actual retirement date and the joint and survivor annuity option as selected by the individuals. Each monthly payment will continue until: (1) the month immediately preceding the month each individual receives his first payment of an enhanced

benefit from the Hanford Pension Plan; or (2) the month of his death or his spouse's death, whichever is later. The Contractor shall make such payments, as allowable costs, for the terms of the contract only. Any costs related to these payments, such as administration, employer taxes, etc., are also considered allowable. The Department of Energy (DOE) will incorporate provisions in successor contracts for continuation of said payments as allowable costs. In the event there is no successor contractor, DOE will make such payments directly to the above individuals based on the conditions herein.

Payment of the above amounts may be found to be included as part of the Hanford Pension Plan, should the Internal Revenue Service (IRS) rule that such payments are qualified under the Hanford Pension Plan. A ruling by the IRS qualifying such payment under the Hanford Pension Plan will negate the monthly payments by WCH, successor contractors or the DOE.

SVRP Payments are excluded from both the target cost and target fee amounts and will be 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 SVRP Payments 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*.

ATTACHMENT J-6 ADVANCE AGREEMENT, PERSONNEL, AND RELATED COSTS

This attachment will be prepared subsequent to Contract award pursuant to Clause H.19, *Advance Understanding of Costs*.

TYPE OF COST	ALLOWABILITY	CLARIFICATION
Beryllium Testing/Travel and Assistance	YES	Costs associated with testing, travel, expenses in accordance with the individual being tested and an individual required to provide travel assistance in accordance with approved Travel Policies and FTR's.
Business Cards	YES	Allowable limited to Grade 25 and above, except Procurement personnel having routine contact with offsite vendors and Human Resources personnel having routine contact with offsite personnel relative to training, recruiting, or compliance activities.
Commercial Records (Contractor Owned)	YES	Ownership and protection of commercial (company-owned) records in relation to the Government's normal "Access to and Ownership of Records" clause.
Community Service Activities	YES	Such as Blood Bank Drives, Charity Drives, Salvation Army Adopt-A-Family, Savings Bond Drives, etc. The anticipated costs are limited to reasonable time of loaned staff, participants, and non-interfering use of government equipment.
Corporate Affiliates, Support To	YES	Providing intermittent support to corporate affiliates on a full cost recovery basis, without the use of a formal Work for Others agreement and without Fee.
Corporate Affiliates, Support From	YES	Intermittent support from corporate affiliates on a full cost recovery basis without the use of a formal Work for Others agreement and without Fee.
Employee/Labor Relations Costs	YES	Such as costs incurred in maintaining satisfactory relations between the contractor and its employees, including costs of shop stewards, labor management committees, employee and corporate publications, and other related activities.
Mid-Size Car	YES	Costs associated with a mid-size car rental without the compact rate back-up documentation shall be an allowable cost during the transition period ending on August 26, 2005.
Memberships in Technical or Professional Societies	YES	Individual memberships or corporate membership if advantageous to the RCC contract, but subject to allowability and reasonableness.
Mutual Aid/Natural Disasters	YES	Subject to the approval of the Contracting Officer, costs associated with supporting the U.S. Government, and instrumentalities in the event of a natural disaster

TYPE OF COST	ALLOWABILITY	CLARIFICATION
Other Allowable Uses	YES	Non interfering use (i.e., use outside the employees regular schedule) of government property (such as computers, telephones, copiers, fax machines or other office equipment) or commercially leased facilities necessary for use in any allowable activity such as for employees use in performing work related educational activities.
Personnel Policies	YES	An agreement that exceptions may be implemented to personnel policies without review and approval of the Contracting Officer, provided that such exceptions are reasonable. Out of Policy exceptions on a case-by-case basis, insofar as they do not exceed the limitations of the FAR or FTR regulations, may be done without prior DOE approval.
Special Events including support to Diversity Activities	YES	Activities necessary to support DOE's Hanford Strategic Plan and its policy for diversity, educational and other socioeconomic programs such as the following programs and events: Jr. Achievement, Cooperation Education programs, National Black History Month, Veteran Appreciation, etc. Special Events such as these shall be considered allowable if reasonable.
Stakeholder Information	YES	Motion pictures, videotapes, brochures, handouts, magazines and other media designed for DOE's River Corridor Contract efforts and for performance of contract including implementation of a Community Relations Program and Public Information Releases. Unallowable media are those designed to be promotional of the contractor and the use of its name.
Subscriptions (Business Related)	YES	Allowable if reasonable provided they relate to the Contract.
Temporary Assignment (airline tickets)	YES	The costs for purchasing airline tickets for spouses or significant others on or before August 11, 2005 is an allowable cost. These purchases were in lieu of the employee returning home for a visit in accordance with the corporate policies.
Temporary Assignment (multiple bedroom rentals)	YES	During the transition period ending August 26, the costs for a multiple bedroom rental is acceptable if the costs are within the per diem rates for a single room rental in accordance with the FAR/FTR's.

TYPE OF COST	ALLOWABILITY	CLARIFICATION
Temporary Assignment Costs during Transition	YES	Cost associated with employees working during the transition period (beginning June 6, 2005) which will be covered as temporary duty. Application of the relocation policy for these employees will begin August 27 or at the time of movement of household goods, whichever occurs first. Seconded employees will be covered under the project relocation policy. Upon RL approval of WCH Travel and Relocation Policy, the letter will be referenced. The costs associated with an individual returning home every two weeks, as necessary during transition, but no later than August 12, 2005.
Travel and Relocation Policy (previously approved)	YES	Travel relocation or temporary assignments costs originally authorized by the ERC or FH that are paid to employees using the grandfathered policies and procedures.