

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. M082	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: Richard A. Stimmel (509) 376-2882	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Washington Closure Hanford LLC (WCH) 2620 Fermi Avenue Richland, WA 99354			(✓)	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)

N/A

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

(✓)	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: Contract Schedule I, Paragraph H.2 (Pay and Benefits)
	D. OTHER Specify type of modification and authority

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

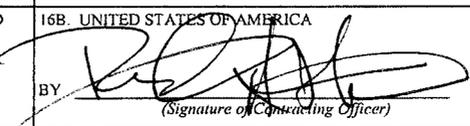
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A) Section H, Paragraph H.2 is changed to reflect updated information applicable to Pay and Benefits.

B. Paragraphs H.2(c), H.2(d)(3) and H.2(e) are hereby changed.

C. Revised Pages H-1 through H-3 are attached to reflect the changes.

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		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Richard A. Stimmel	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 2/19/09	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED Feb 27, 2009

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 INCUMBENT EMPLOYEES HIRING PREFERENCES

The Contractor shall use the transition period to make hiring decisions and to establish the management structures necessary to conduct an employee relations program. In establishing an initial workforce, and through the first six months after Contract award, the Contractor shall give a first preference in hiring for vacancies in non-managerial positions under this Contract to qualified employees employed by the Incumbent Contractors (see definition in Clause H.2 below). This hiring preference takes priority over the hiring preference provided in the Section I clause entitled *DEAR 952.226-74 Displaced Employee Hiring Preference*. It does not apply to the Contractor's hiring of management staff (i.e., first line supervisors and above).

H.2 PAY AND BENEFITS

- (a) Employees Covered by the Hanford Site Stabilization Agreement (HSSA). For those employees performing work subject to the Davis-Bacon Act, the Contractor shall comply with all requirements of the HSSA for pension and other benefits in the classifications set forth in the HSSA for work performed at the Hanford Site.
- (b) Incumbent Contractors for the purposes of this clause shall mean Hanford Site Prime Contractors and their subcontractors participating in the Hanford Site Pension Plan (HSPP), The Hanford Site Savings Plan, and the Hanford Employee Welfare Trust (HEWT), at the time of Contract award.
- (c) Incumbent Employees for the purposes of this clause employees who are: 1) employed by the Incumbent Contractors at Contract award and subsequently employed by the Contractor or the Contractor's proposed preselected subcontractors under this Contract by the close of Contract Transition, or 2) employed by the Incumbent Contractors at Contract award and subsequent to the close of Contract Transition are employed under this Contract through an involuntary transfer of employment. Involuntary transfer of employment is defined for the purposes of this clause as: (i) employment under this Contract as a result of a DOE directed transfer of function, (ii) employment under this Contract as a result of interim recognition of an existing collective bargaining agreement in place at the time of contract award covering incumbent employees, or (iii) specific conditions approved in advance on a case-by-case basis by the Contracting Officer. Except for the specific cases described in this section, employees will be considered as non-incumbent employees for the purposes of this clause. Incumbent employees, as defined above, may move from one company to another company within the Contractor Team Arrangement and maintain their incumbency status.
- (d) Employee Pay and Benefits
 - (1) Compensation, Pension, and Benefits. The Contractor shall submit, within 30 days of Contract award, a *Human Resources Compensation Plan* demonstrating how the Contractor will comply with the requirements of this Contract. The *Human Resources Compensation Plan* shall describe the Contractor's policies regarding compensation, pensions, and other benefits, and how these policies will encourage highly skilled, motivated, and experienced workers to accept and retain employment.

- (2) Pay
 - (i) Incumbent employees shall be paid base salary/pay rates that are at least equivalent to the base salary/pay rates being paid to the employees by the incumbent contractors at the time the Contractor offers them employment, if the positions for which they are hired entail duties and responsibilities substantially equivalent to their positions with the Incumbent Contractors.
 - (ii) If the base salary/pay rate that an employee is being paid by an incumbent contractor at the time the Contractor offers the employee employment falls above the new maximum base salary/pay rate for the employee's position, the following shall apply:
 - (A) The employee shall continue to receive the same salary/pay rate that was paid by the incumbent contractor.
 - (B) The employee shall receive no base salary/pay adjustments until such time as the top of the Contractor's pay rate range exceeds the employee's base salary/pay rate.
 - (C) After the top of the Contractor's rate range exceeds the employee's base salary/pay rate, the employee shall be eligible for increases consistent with the Contractor's salary/pay policies.
- (3) Pension and Benefits
 - (i) Pension Benefits for Incumbent Employees
 - (A) The Contractor shall become a sponsor of the site pension plans currently sponsored by the Incumbent Contractors.
 - (B) The Contractor shall allow incumbent employees to continue to accrue credit under the HSPP and participate or continue to participate in the HSPP for service under this contract. Incumbent employees shall retain credit for their prior Hanford service without the Contract transition constituting a break in service. The Contractor shall timely supply the HSPP Administrator with the information required by the Administrator necessary to effectively administer the Plan. Contributions to the HSPP and HSSP as determined by the Plan Administrator(s) shall be allowable costs under this contract, subject to compliance with other provisions of this Contract and terms of the Plans, as amended. At Contract completion, the Contractor shall fully fund its withdrawal liability under the HSPP; provided, however, that if this Contract expires or terminates, the Contractor shall continue as a plan sponsor of the HSPP pursuant to paragraph (e) below as directed by DOE.
 - (C) The Contractor shall coordinate with the HSPP Administrator to ensure DOE receives an annual reporting and accounting of the Contractor's pension obligations, pursuant to Financial Accounting Standard (FAS) 87, for those employees participating in the HSPP under this contract. The Contractor shall coordinate with the HSPP Administrator and supply the Administrator with all the information necessary to maintain the Federal tax qualification of all Contractor and Hanford Site pension plans.
 - (ii) Non-Pension Benefits for Incumbent Employees

- (A) The Contractor shall become a sponsor of the Hanford Employee Welfare Trust (HEWT) Plan. Incumbent employees shall be eligible to continue participation in the HEWT Plan and receive medical and other benefits under the HEWT Plan consistent with the terms of that Plan as amended from time to time. The Contractor shall credit the length of service credited by the incumbent contractor of incumbent employees toward the service period required for benefits relating to vacation, sick leave, health insurance, severance, layoff, recall, and other benefits.
 - (B) The Contractor shall timely supply the HEWT Administrator with the information required by the Administrator necessary to effectively administer the Plan. Contributions into the HEWT Plan as determined by the Administrator will qualify as allowable costs under this Contract.
 - (C) The Contractor shall coordinate with the HEWT Plan administrator or to ensure DOE receives an annual reporting and accounting of the Contractor's benefit obligations for those employees participating in the HEWT Plan under this Contract.
- (iii) Pension and Benefits for Non-Incumbent Employees
- (A) The Contractor shall offer a market-based retirement and medical benefit package competitive for the industry for non-incumbent employees. If the Contractor meets all applicable legal and tax requirements, the Contractor may establish a separate line of business pursuant to Internal Revenue Code (IRC) §410 and §414 for the purpose of maintaining the Federal tax qualification of pension plans covering the Contractor's employees.
 - (B) The Contractor shall develop and implement welfare benefit programs that meet the tests of allowability and reasonableness established by Federal Acquisition Regulation 31.205-6.

(e) Post-Contract Responsibilities for Pension and Benefit Plans

If this Contract expires or terminates without a follow-on contract, notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, including but not limited to the Section I clause entitled FAR 52.249-6 Termination (Cost Reimbursement), the following actions shall occur:

- (iv) The Contractor shall continue as a plan sponsor of the existing pension plan and any welfare benefit plans covering those vested employees (identified during the transition period).
- (v) (Reserved)
- (vi) DOE and the Contractor shall meet to determine the ultimate disposition of all pension, post-retirement welfare, and post-employment plans.