

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES	
				1	2
2. AMENDMENT/MODIFICATION NO. 058	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10EM002428	5. PROJECT NO. (If applicable)		
6. ISSUED BY Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352	CODE 00603	7. ADMINISTERED BY (If other than Item 6) Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 MS: H6-60 Richland WA 99352	CODE	00603	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WASHINGTON RIVER PROTECTION SOLUTIONS LLC Attn: DUANE SCHMOKER PO BOX 73 720 PARK BLVD BOISE ID 837290001		(x)	9A. AMENDMENT OF SOLICITATION NO.		
CODE 806500521			9B. DATED (SEE ITEM 11)		
FACILITY CODE		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-08RV14800		
			10B. DATED (SEE ITEM 13) 05/29/2008		

**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) Net Increase: \$100,000.00  
 See Schedule

**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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I.82 FAR 52.232-22 Limitation of Funds (Apr 1984)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 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 re-obligate ARRA CENTRC funding in the amount of \$100,000.00 on this contract. This funding was originally de-obligated on Contract Mod 044 due to an incorrect object class.

Revised Contract page Section B-3 is attached.

LIST OF CHANGES:  
 Obligated Amount for this Modification: \$100,000.00  
 New Total Obligated Amount for this Award: \$1,124,862,315.05  
 Incremental Funded Amount changed: from  
 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 SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Susan E. Bechtol	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <b>ORIGINAL SIGNED BY</b>	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	07/08/2010

NAME OF OFFEROR OR CONTRACTOR  
WASHINGTON RIVER PROTECTION SOLUTIONS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>\$1,124,762,315.05 to \$1,124,862,315.05</p> <p>Account code: ARRA Fund 06049 Appr Year 2009 Allottee 34 Reporting Entity 421301 Object Class 25400 Program 1111370 Project 2002110 WFO 0000000 Local Use 0000000 TAS Agency Code 89 TAS Account Code 0253 TAS Subaccount Code Amount: \$100,000.00 Delivery Location Code: 00601 Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352</p> <p>FOB: Destination Period of Performance: 06/20/2008 to 09/30/2013</p>				

- b. Sub-CLIN 4.2: Extended Demonstration Bulk Vitrification System Operations;
  - c. Sub-CLIN 4.3: Supplemental Treatment Design
  - d. Sub-CLIN 4.4: Supplemental Treatment Construction and Operations
  - e. Sub-CLIN 4.5: Transuranic Tank Waste Treatment and Packaging.
- (5) *CLIN 5 – Early Feed and Operation of the WTP Low Activity Waste (LAW) Facility:*
- a. Sub-CLIN 5.1: Tank Selection, Retrieval, Pretreatment and Feed Delivery Design;
  - b. Sub-CLIN 5.2: Retrieval, Pretreatment and Feed Delivery Construction and Operations;
  - c. Sub-CLIN 5.3: (moved to Sub-CLIN 3.4)
  - d. Sub-CLIN 5.4: LAW/BOF/LAB Operations.
- (6) *CLIN 6 – Pension and Welfare Plans:*
- a. Sub-CLIN 6.1: Hanford Employee Retirement and Benefit Plan Management; and
  - b. Sub-CLIN 6.2: Legacy Pension and Benefit Plan Management.
- (7) *CLIN 7 – American Recovery and Reinvestment Act (ARRA) Workslope:*
- a. Sub-CLIN 7.1: ARRA workslope under Sub-CLIN 1.2 – Safe, Compliant Operations;
  - b. Sub-CLIN 7.2: ARRA workslope under Sub-CLIN 1.3 – Analytical Laboratory Support;
  - c. Sub-CLIN 7.3: ARRA workslope under Sub-CLIN 3.1 – Treatment Planning, Waste Feed Delivery, and WTP Transition; and
  - d. Sub-CLIN 7.4: ARRA workslope under Sub-CLIN 3.3 – Immobilized High-Level Waste (IHLW) Storage and Shipping Facility Construction
  - e. Sub-CLIN 7.5: ARRA workslope under Sub-CLIN 3.4 - Upgrade and Operate the Effluent Treatment Facility (ETF).
  - f. Sub-CLIN 7.6: ARRA workslope under Sub-CLIN 2.1 Single Shell Tank (SST) Retrieval and Closure

### **B.3 OBLIGATION AND AVAILABILITY OF FUNDS**

- (a) Obligation of Funds. Pursuant to the Section I Clause entitled, FAR 52.232-22 Limitation of Funds, total funds in the amount of \$1,124,862,315.05 have been allotted for obligation and are available for payment of services provided from the effective date of the Notice to Proceed through September 30, 2013.

Of the total identified above, \$322,255,000.00 in Recovery Act funds have been allotted for obligation and are available for payment of services provided from the effective date of this modification through September 30, 2011. (Subject to Section I clause 52.216-24 Limitation of Government Liability and \$802,607,315.05 in non-Recovery Act funds are

available for payment of services through September 30, 2013

- (b) Availability of Funds. Except as may be specifically provided in the Section I Clause entitled, *DEAR 952.250-70, Nuclear Hazards Indemnity Agreement*, the duties and obligations of DOE hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress that DOE may legally spend for such purposes.
- (c) No fee shall be paid to the contractor for the Recovery Act work, including provisional, prior to the negotiation of any equitable adjustment in the fee and the subsequent modification of the contract to reflect the mutual agreement between the contractor and the Contracting Officer.

#### **B.4 CONTRACT COST AND CONTRACT FEE**

This Section establishes the *Total Contract Cost* and *Contract Fee*. Within Table B.4-1:

- (a) *Contract Period* is defined as the *Transition Period, Base Period, and Option Period(s)* (if exercised) described in the Section F Clause entitled, *Period of Performance*.
- (b) *Contract Cost* is defined as all costs initially proposed by the Contractor.
- (c) *Available Fee* is defined as the maximum amount of fee that may be earned under the Contract by Contract period.
- (d) *Contract Price* in Table B.4-1 is the sum of *Contract Cost* and *Available Fee*, in each year of Contract performance.
- (e) *Total Contract Cost* is defined as the cumulative *Contract Cost* for all Contract periods.
- (f) *Total Available Fee* is defined as the cumulative *Available Fee* for all Contract periods.
- (g) *Total Contract Price* is defined as the sum of *Total Contract Cost* and *Total Available Fee*.
- (h) *Contract Line Item Number (CLIN)* references a specific category of work as defined in the Section C, *Statement of Work*. Proposed costs shall be appropriately categorized into the individual CLINs in Table B.4-1.
- (i) *Contract Cost, Contract Price, and Available Fee* by Fiscal Year and by Sub-CLIN will be adjusted annually by the Contracting Officer upon approval of the Performance Measurement Baseline, and whenever changes affecting the table are made under the Section I Clause entitled, *Changes – Cost Reimbursement*.

#### **B.5 CHANGES TO CONTRACT COST AND CONTRACT FEE**

- (a) Funding.
  - (1) DOE intends to obligate funding to the Contract in accordance with the *Contract Price* shown by fiscal year in Table B.4-1, *Contract Cost and Contract Fee*. The Contractor shall not be entitled to an equitable adjustment to *Available Fee* if the obligated funding by fiscal year is within 10% of the amount shown in Table B.4-1.