

2. AMENDMENT/MODIFICATION NO. <b>A012</b>	3. EFFECTIVE DATE (M/D/Y) <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY <b>U.S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352</b>	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) <b>Washington River Protection Solutions LLC P.O. Box 73 720 Park Blvd Boise, ID. 83729-0001</b>	<input type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.  <input type="checkbox"/> 9B. DATED (SEE ITEM 11)	<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ ORDER NO. <b>DE-AC27-08RV14800</b>  <input type="checkbox"/> 10B. DATED (SEE ITEM 13) <b>May 29, 2008</b>
CODE <b>4UWU0</b> FACILITY CODE		

**11. THIS ITEM 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 DATE AND HOUR 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 amendment and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Following Pages**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS SET FORTH 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.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) <b>I.82 - FAR 52.232-22 - Limitation of Funds (APR 1984)</b>

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

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

*See the following page(s)*

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) <b>Joseph C. Poniatowski, Contracting Officer</b>		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY ORIGINAL SIGNED BY	16C. DATE SIGNED <b>3/3/09</b>
_____ <i>(Signature of person authorized to sign)</i>		_____ <i>(Signature of Contracting Officer)</i>	

- A. The purpose of this modification is to provide incremental funding in the amount of \$19,604,220.72, of which \$13,000,000 is specifically to be used for tank retrieval operations. The total obligation has increased from \$177,232,474.82 to \$196,836,695.54 a net increase of \$19,604,220.72. The FY 09 budget authority (BA) has increased from \$242,000,000 to \$255,197,487 a net increase of \$13,197,487. \$197,487 represents an increase in BA to reflect the change in rental cost allocation for occupant space in Bldg 2440.
- B. Description of Modification
- i. Revise Section B, B.3(a) *Obligation of Funds*. Pursuant to the Section I Clause entitled, *FAR 52.232-22 Limitation of Funds*, total funds in the amount of \$196,836,695.54 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. See attached change page B-3.
- C. All changes are noted by a vertical line in the right hand margin.

<b>Washington River Protection Solutions LLC. DE-AC27-08RV14800</b>								<b>BA -- FY 09</b>		
<b>(FY09) Estimated Contract Value/Budget Authority (BA)</b>								<b>\$</b>	<b>255,197,487.00</b>	
<b>Mod</b>	<b>Date</b>	<b>Description -- Modification</b>	<b>Funds -- For Estimated Contract Value/BA</b>	<b>Funds -- For "Other Obligations"</b>	<b>Total Funds -- For Estimated Contract Value/BA (FY 09)</b>	<b>Total Funds -- For "Other Obligations" (FY 09)</b>	<b>Balance -- Contract Value/BA</b>	<b>To Date Cumulative -- Contract Value/BA</b>	<b>To Date Cumulative -- "Other Obligations"</b>	
A004	10/3/2008	Obligate Funding (FY 09)	\$ 45,000,000.00	\$ 34,974,907.00	\$ 52,117,759.67	\$ 41,939,907.00	\$203,079,727.33	\$ 57,611,759.67	\$ 41,939,907.00	
A005	11/4/2008	Obligate Funding (FY 09)	\$ -	\$ 610,459.44	\$ -	\$ 42,550,366.44	\$203,079,727.33	\$ 57,611,759.67	\$ 42,550,366.44	
A007	12/1/2008	Obligate Funding (FY 09)	\$ 68,005,348.71	\$ -	\$ 120,123,108.38	\$ 42,550,366.44	\$135,074,378.62	\$125,617,108.38	\$ 42,550,366.44	
A011	1/30/2009	Obligate Funding (FY 09)	\$ -	\$ 9,065,000.00	\$ -	\$ 51,615,366.44	\$135,074,378.62	\$125,617,108.38	\$ 51,615,366.44	
A012	2/25/2009	Obligate Funding (FY 09)	\$ 13,000,000.00	\$ 6,604,220.72	\$ 133,123,108.38	\$ 58,219,587.16	\$122,074,378.62	\$138,617,108.38	\$ 58,219,587.16	
<b>Cummulative Contract Funding To Date -- All Sources</b>									<b>\$ 196,836,695.54</b>	

Modification Number	Contract No. DE-AC27-08RV14800 Funding Appropriation Data	Estimated Contract Value Funding This Modification	Other Obligated Funding	Total Funds Obligated this Modification
A012	AY 2009 Provide \$13M to WRPS for Retrieval Operations (Local 0421379)	\$13,000,000.00		
	421301 01250 TP 1110909 EY7144141 25400 0421379 0001481 0000000			
	AY 2009 Funding from BEA via incoming IEWO (00083495) for Victor Serna - Cafeteria Arbitration (\$5,220.72)		\$5,220.72	
	421301 00911 YZ 1721310 YN1901000 25400 0000000 0000000 0425075 90.RV14800.IDA0.MPO0			
	AY 2009 - 1/6/09 - Funding to Support FY 2009 Mound Pension and Benefits Payments		\$2,500,000.00	
	421301 00911 YZ 1721310 YN1901000 25400 0000000 0000000 0425069 90.RV14800.OH90.M280			
	AY 2008 - 1/26/09 - Additional Funding for Rocky Flats Pension and PRB		\$3,000,000.00	
	421401 01050 TF 1715219 LM0102501 25400 0000000 0000000 0000000			
	AY 2007 2/17/09 De-obligating \$1000 of WRPS TD&D funds for Secondary Waste Roadmap and providing to CH2M to cover costs for the workshop held in 2008		(\$1,000.00)	
	421401 01250 TP 1110676 EY4049110 25400 0000000 0003939 0000000			
	AY 2008 Funding to support FY 2009 Mound Pension and Benefits Payments		\$500,000.00	
	421401 00911 YZ 1721310 YN1901000 25400 0000000 0000000 0425069 90.RV14800.OH90.M280			
	AY 2008 Funding to support FY 2009 Rocky Flats Worker's Compensation Payments		\$600,000.00	
	421401 00911 YZ 1721310 YN1901000 25400 0000000 0000000 0425070 90.RV14800.OH90.M47R			
	<b>Totals</b>	<b>\$13,000,000.00</b>	<b>\$6,604,220.72</b>	<b>\$19,604,220.72</b>

- 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: Upgrade and Operate the Effluent Treatment Facility (ETF); and
  - 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.

### **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 \$196,836,695.54 have been allotted for obligation and are available for payment of services provided from the effective date of this Contract 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.

### **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.