

2. AMENDMENT/MODIFICATION NO. 046	3. EFFECTIVE DATE 03/25/2010	4. REQUISITION/PURCHASE REQ. NO. 10EM001604	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE 00603	7. ADMINISTERED BY (If other than Item 6) CODE 00603		

Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352	Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 MS: H6-60 Richland WA 99352
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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 CODE 806500521 FACILITY CODE	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-08RV14800 10B. DATED (SEE ITEM 13) 05/29/2008
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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: \$11,185,000.00
 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:
	D. OTHER (Specify type of modification and authority)
X	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.)
 Purpose of this modification is to obligate Technology Development funding for the Tank Operations Contract.
 Page changes for Section B are attached.
 Subj to Retent: N
 LIST OF CHANGES:
 Obligated Amount for this Modification: \$11,185,000.00
 New Total Obligated Amount for this Award: \$1,032,805,101.05
 Incremental Funded Amount changed: from
 \$1,021,620,101.05 to \$1,032,805,101.05

Account code:
 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	16C. DATE SIGNED
(Signature of person authorized to sign)		ORIGINAL SIGNED BY	03/25/2010
		(Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC27-08RV14800/046

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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)
	ORP-00014 TDD Funds Fund 01250 Appr Year 2010 Allottee 34 Reporting Entity 421301 Object Class 25200 Program 1111412 Project 0004262 WFO 0000000 Local Use 0000000 Amount: \$1,200,000.00				
	ORP 0014 TDD Fund 01250 Appr Year 2010 Allottee 34 Reporting Entity 421301 Object Class 25200 Program 1111412 Project 0004263 WFO 0000000 Local Use 0000000 Amount: \$6,885,000.00				
	ORP 0014 TDD Fund 01250 Appr Year 2010 Allottee 34 Reporting Entity 421301 Object Class 25200 Program 1111412 Project 0004265 WFO 0000000 Local Use 0000000 Amount: \$3,000,000.00				
	ORP 0014 TDD Fund 01250 Appr Year 2010 Allottee 34 Reporting Entity 421301 Object Class 25200 Program 1111412 Project 0004266 WFO 0000000 Local Use 0000000 Amount: \$100,000.00				
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC27-08RV14800/046

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3 3

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)
	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 FOB: Destination Period of Performance: 06/20/2008 to 09/30/2013				

- 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) Workscope:*
- a. Sub-CLIN 7.1: ARRA workscope under Sub-CLIN 1.2 – Safe, Compliant Operations;
 - b. Sub-CLIN 7.2: ARRA workscope under Sub-CLIN 1.3 – Analytical Laboratory Support;
 - c. Sub-CLIN 7.3: ARRA workscope under Sub-CLIN 3.1 – Treatment Planning, Waste Feed Delivery, and WTP Transition; and
 - d. Sub-CLIN 7.4: ARRA workscope under Sub-CLIN 3.3 – Immobilized High-Level Waste (IHLW) Storage and Shipping Facility Construction
 - e. Sub-CLIN 7.5: ARRA workscope under Sub-CLIN 3.4 - Upgrade and Operate the Effluent Treatment Facility (ETF).
 - f. Sub-CLIN 7.6: ARRA workscope 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 \$1,032,805,101.05 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, \$322,155,000.00 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 \$710,650,101.50 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*.

Financial Plan Report - Detail

RV14800 - Washington River Protection Solutions LLC

Fiscal Year: 2010
Fiscal Month: 06

Facial Plan Number: 7

Contract Modification Number: ** No MOD **

Entity: RL ORP 9's

Fund Leg Code FT Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
01250 TP 1111412	EY7144147	25200	0000000	0004262	0000000		0.00	0.00	1,200,000.00	1,200,000.00	1,200,000.00
<i>'2010 - 325/10 TDD funding for HQTD1001 for \$1.2M</i>											
01250 TP 1111412	EY7144147	25200	0000000	0004263	0000000		0.00	0.00	6,885,000.00	6,885,000.00	6,885,000.00
<i>'2010 - 325/10 TDD funding for HQTD1002 for \$6.510M</i>											
01250 TP 1111412	EY7144147	25200	0000000	0004265	0000000		0.00	0.00	3,000,000.00	3,000,000.00	3,000,000.00
<i>'2010 - 325/10 TDD funding for HQTD1004 for \$3M</i>											
01250 TP 1111412	EY7144147	25200	0000000	0004266	0000000		0.00	0.00	100,000.00	100,000.00	100,000.00
<i>'2010 - 325/10 TDD funding for HQTD1005 for \$6.510M</i>											
Total for Program Parent/Control Point: EY7144141							0.00	0.00	11,185,000.00	11,185,000.00	11,185,000.00
Total for Fund Type: TP							0.00	0.00	11,185,000.00	11,185,000.00	11,185,000.00
Total for Recipient Code: RL							0.00	0.00	11,185,000.00	11,185,000.00	11,185,000.00
Total for Reporting Entity: 421301							0.00	0.00	11,185,000.00	11,185,000.00	11,185,000.00
Total for RV14800 - Washington River Protection Solutions LLC							0.00	0.00	11,185,000.00	11,185,000.00	11,185,000.00

Financial Plan Report - Detail

RV14800 - Washington River Protection Solutions LLC

Fiscal Year: 2010

Fiscal Month: 06

Contract Modification Number: ** No MOD **

Entity: RL ORP 9's

Agency	Obligation Change Amount
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	11,185,000.00
Grand Total:	11,185,000.00
Total Non-Appropriated Funds:	0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 047		3. EFFECTIVE DATE 03/26/2010	4. REQUISITION/PURCHASE REQ. NO. 10EM001522	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		
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 9 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: \$7,000.00
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.)

Purpose of this modification is to obligate funding for the Request for Services on the Video Teleconference Room and to:

- Update Table C.5, deliverable c.2.3.2-2 entitled Semi-annual WTP Operational Readiness Evaluation due date to September 30,2010 and semi-annually thereafter.
- Section I - Correct title of FAR 52.203-13, to Contractor Code of Business Ethics and Conduct.

Page changes for Section B, C, and I are attached.

Subj to Retent: N

Obligated Amount for this Modification: \$7,000.00

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) <i>AB Dunning</i> AB Dunning	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan E. Bechtol
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA <i>Susan E Bechtol</i> (Signature of Contracting Officer)
15C. DATE SIGNED 3/26/10	16C. DATE SIGNED 03/26/2010

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC27-08RV14800/047

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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>New Total Obligated Amount for this Award: \$1,032,812,101.05 Incremental Funded Amount changed: from \$1,032,805,101.05 to \$1,032,812,101.05</p> <p>Fund 01250 Appr Year 2010 Allottee 34 Reporting Entity 421301 Object Class 25200 Program 1110462 Project 0001539 WFO 0000000 Local Use 0420144 Amount: \$7,000.00 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>				

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>

<http://professionals.pr.doe.gov/>

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.2	FAR 52.202-1	Definitions (Jul 2004) as modified by DEAR 952.202-1 (Mar 2002)	None
I.3	FAR 52.203-3	Gratuities (Apr 1984)	None
I.4	FAR 52.203-5	Covenant Against Contingent Fees (Apr 1984)	None
I.5	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (Sept 2006)	None
I.6	FAR 52.203-7	Anti-Kickback Procedures (Jul 1995)	None
I.7	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)	None
I.8	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)	None
I.8A	FAR 52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Mar 2009)	None
I.9	FAR 52.203-12	Limitations on Payments to Influence Certain Federal Transactions (Sept 2007)	None
I.9A	FAR 52.203-13	Contractor Code of Business Ethics and Conduct (DEC 2008)	None
I.10	FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)	None
I.11	FAR 52.204-7	Central Contractor Registration (Jul 2006)	None
I.12	FAR 52.204-9	Personal Identity Verification of Contractor Personnel (Sep 2007)	None
I.12A	FAR 52.204-11	American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009)	Full Text
I.13	FAR 52.208-9	Contractor Use of Mandatory Sources of Supply or Services (Jul 2004)	None

Deliverable Number	Deliverable	DOE-ORP		Deliverable Due Date ²
		Action	Response Time ³	
C.2.3.2-1	WTP Operational Readiness Plan	Approve	30 days	180 days after sub-CLIN Notice to Proceed
C.2.3.2-2	Semi-annual WTP Operational Readiness Evaluation	Approve	30 days	September 30, 2010 with semi-annual updates thereafter
C.2.3.3-1	Hanford Spent Nuclear Fuel and Immobilized High Level Waste Interim Storage Alternatives Analysis	Information	N/A	180 days after sub-CLIN Notice to Proceed
C.2.4.1-1	DBVS Construction, Testing, and Operations Plan	Approve	30 days	180 days after contract Notice to Proceed
C.2.4.1-2	DBVS Pilot Plant and Vitrified Waste Form Performance Test Plan	Approve	30 days	360 days after contract Notice to Proceed
C.2.4.1-3	DBVS Pilot Plant and Vitrified Waste Form Performance Results	Review	30 days	90 days following completion of DBVS operations
C.2.4.1-4	Recommendation on the Viability of the Bulk Vitrification Waste Treatment Technology	Approve	30 days	120 days following completion of DBVS operations
C.2.4.1-5	Comparative Analysis of Supplemental Treatment Technologies	Review	30 days	360 days following completion of DBVS operations
C.2.4.1-6	Recommendation to Re-Permit DBVS	Approve	30 days	360 days following completion of DBVS operations
C.2.4.2-1	Cost and Schedule Estimate for the Extended Operations of the Demonstration Bulk Vitrification System	Approve	30 days	180 days following DOE-ORP approval of Deliverable C.2.4.1-6
C.2.4.2-2	Extended Operations of the DBVS Final Design Modifications and Feed Acceptance Specifications	Approve	30 days	360 days following DOE-ORP approval of Deliverable C.2.4.1-6
C.2.4.2-3	Extended Operations of the DBVS Sampling and Analysis Plan	Approve	30 days	360 days following DOE-ORP approval of Deliverable C.2.4.1-6
C.2.5.1-1	ETF/LERF Transition Plan	Approve	30 days	180 days after Notice to Proceed
C.2.5.4-1	WTP LAW Facility Operating and Product Specifications	Approve	30 days	Upon completion of certification of WTP LBL Cold Commissioning
C.3.1.1-1	Project Execution Plan	Approve	45 days	90 days after contract Notice to Proceed with updates as required

- 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 \$1,032,812,101.05 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, \$322,155,000.00 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 \$710,657,101.50 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*.

Financial Plan Report - Detail

RV14800 - Washington River Protection Solutions LLC

Fiscal Year: 2010
Fiscal Month: 06

Financial Plan Number: 9

Contract Modification Number: ** No MOD **

Entity: RL ORP 9's

Fund Leg	Obj.	Local	Legacy	Project	WFO	Legacy	Beginning	Previous	BA	Revised	Total
Code FT Program	Class	Use	B&R			Order Number	Uncosted Obs		Change		Available
01250 TP	25200	0420144	EW1001206	0001539	0000000		0.00	0.00	7,000.00	7,000.00	7,000.00
Total for Program Parent/Control Point: EW1000000											
Total for Fund Type: TP											
Total for Recipient Code: RL											
Total for Reporting Entity: 421301											
Total for RV14800 - Washington River Protection Solutions LLC											
									0.00	7,000.00	7,000.00

Financial Plan Report - Detail

RV14800 - Washington River Protection Solutions LLC

Fiscal Year: 2010

Fiscal Month: 06

Contract Modification Number: ** No MOD **

Entity: RL ORP 9's

Agency	Obligation Change Amount
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	7,000.00
Grand Total:	7,000.00
Total Non-Appropriated Funds:	0.00