

2. AMENDMENT/MODIFICATION NO. A001	3. EFFECTIVE DATE (M/D/Y) See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 27-08RV14800.000	5. PROJECT NO. (If applicable)
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6. ISSUED BY U.S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352	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) Washington River Protection Solutions LLC P.O. Box 73 720 Park Blvd Boise, ID. 83729-0001	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC27-08RV14800
		10B. DATED (SEE ITEM 13) May 29, 2008
CODE 4UWU0	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)
Increase: \$5,494,000.00 01250 1110909 25400 0001481 421401 420118 \$5,494,000.00

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) I.82 – FAR 52.232.22 – Limitation of Funds (APR 1984)

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) Joseph C. Poniatowski, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA ORIGINAL SIGNED BY	16C. DATE SIGNED 6/23/08
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

- A. The purpose of this modification is to provide you with Notice to Proceed (NTP) in accordance with Section F.1 and B.14, incorporate revised section C page C-41, and obligate funding to the contract.
- B. Description of Modification:
1. You are hereby given NTP with Sub-CLIN 1.1 Transition. In accordance with Section F.1(a) you shall commence work within 10 calendar days after the date of this Notice.
 2. 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 \$5,494,000.00 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, 2008. See attached change page B-2.
 3. Revise Section C, C.3.2.2, Nuclear Safety. See attached change page C-41
- C. All changes are noted by a vertical line in the right hand margin.

- 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: 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 \$5,494,000.00 have been allotted for obligation and are available for payment of services provided from the effective date of this Contract through September 30, 2008.
- (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.

legally and regulatory required air and liquid effluent and near facility environmental monitoring data. The Contractor shall collect, compile, and/or integrate air and liquid effluent monitoring data from operations and activities under their control. The Contractor shall compare the monitoring data with regulatory and/or permit standards applicable to their activities and/or operations and provide the data and analyses to the MSC or other designated contractors for use in preparing the mandatory state and Federal environmental reports for the Hanford Site, including the *Hanford Site Environmental Report*.

The Contractor shall integrate NEPA and RCRA required activities into the CERCLA process for the Central Plateau wherever appropriate. The Contractor shall prepare the technical information required for any additional NEPA analyses and/or documentation that may be required.

The Contractor shall provide all necessary support to DOE-ORP in executing its owner role with regulators and stakeholders in the preparation, submission, and approval of regulatory and supporting documentation required to complete the work under this Contract.

The Contractor is assigned lead responsibility for coordination with the regulators to develop an optimum regulatory approach for all work under this Contract. As part of this responsibility, the Contractor is encouraged to propose changes to the regulatory approach, including changes to current regulatory end-points to establish risk-based end-states that maintain protection of human health and the environment; and innovations to regulatory strategies and processes that improve total performance. The Contractor shall consult with DOE-ORP as an owner in advance of any proposed change to the regulatory approach.

C.3.2.2 Nuclear Safety

DOE will execute its nuclear safety responsibilities in accordance with DOE O 410.1. The Contractor shall adopt existing DOE-ORP-approved nuclear safety basis (e.g., Documented Safety Analysis (DSA) and Technical Safety Requirements (TSR)) documentation for the assigned Hazard Category 2 and 3 nuclear facilities and submit a *DSA and TSR Improvement Plan* (Deliverable C.3.2.2-1) for DOE-ORP approval.

The Contractor shall maintain, implement and improve the nuclear safety basis documents and comply with the TSR for its assigned Hazard Category 2 and 3 facilities in accordance with 10 CFR 830, Subpart B, *Safety Basis Requirements*.

For new Hazard Category 1, 2 and 3 nuclear facilities or major modifications to nuclear facilities, the Contractor shall develop safety basis documents up to and including a Preliminary Documented Safety Analysis (PDSA) to support construction and a DSA and TSRs to support operations that incorporate the expectations identified in DOE Guide 421.1-2, *Implementation Guide For Use in Developing Documented Safety Analyses To Meet Subpart B Of 10 CFR 830*, and DOE Guide 423.1-1, *Implementation Guide For Use In Developing Technical Safety Requirements*. The Contractor shall integrate nuclear safety into the design process.

As required by 10 CFR 830.203, *Unreviewed Safety Question Process*, the Contractor shall submit an *Unreviewed Safety Question Process* procedure (Deliverable C.3.2.2-2) that incorporates the expectations identified in DOE G 424.1-1A, *Implementation Guide for Use in Addressing Unreviewed Safety Question Requirements*, to DOE-ORP for approval.