

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 6
2. AMENDMENT/MODIFICATION NO. 139	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09EM001841	5. PROJECT NO. (If applicable)
6. ISSUED BY Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601	7. ADMINISTERED BY (If other than Item 6) Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WASHINGTON CLOSURE HANFORD, LLC Attn: C. G. Spencer, President 2620 Fermi Avenue Richland WA 99354		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 167280762 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-05RL14655	
		10B. DATED (SEE ITEM 11) 03/23/2005	

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: \$50,614,000.00
 See attached Financial Plan Report - Detail (Financial Plan No. 3)

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	B.2-Obligation and Avail. of Funds / I.57-FAR 52.232-22-Limitation of Funds

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.)

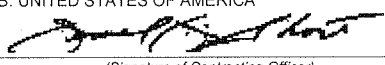
Tax ID Number: 94-1381538

DUNS Number: 167280762

Subj to Retent: N

A. In accordance with Contract Clauses B.2, Obligation and Availability of Funds, and I.57, FAR 52.232-22, Limitation of Funds (Apr 1984), the amount of American Reinvestment and Recovery Act (ARRA) funding obligated is hereby increased by \$50,614,000, from \$203,000,000 to \$253,614,000. Accordingly, Contract Section B, Clause B.2(b), is modified to reflect that total
 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) Jewel J. Short	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 09/03/2009

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC06-05RL14655/139

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NAME OF OFFEROR OR CONTRACTOR
WASHINGTON CLOSURE HANFORD, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>funds in the amount of \$253,614,000 have been obligated to the contract. Contract Page B-2 is replaced by the revised contract page as attached.</p> <p>B. Contract Section B, Table B.4, Summary of ARRA Obligations and Authorizations by Program, has been modified to reflect the following changes: (1) increase the obligated amount of ARRA funds for FD0211120, 1111331, River Corridor by \$34,799,000, from \$141,000,000 to \$175,799,000,000; (2) increase the obligated amount of ARRA funds for FD0221000, 1111333, Soil and Groundwater - RL-1041 by \$15,815,000, from \$62,000,000 to \$77,815,000; and (3) increase the obligated amount of total ARRA funds by \$50,614,000, from \$203,000,000 to \$253,614,000. The total amount of Not-to-Exceed authority for ARRA work scope remains unchanged at \$44,500,000. Contract Page B-19 is replaced by the revised page as attached.</p> <p>C. The amount of base funding obligated remains unchanged at \$866,188,202.37. Total obligated funding for both base and ARRA is \$1,119,802,202.37. The detailed breakout of funding by accounting code is provided in the "Financial Plan Report - Detail" (Financial Plan No. 3), included as pages 5 and 6 of this modification.</p> <p>There are no other changes to the terms and conditions of the contract.</p> <p>End of Modification 139</p> <p>FOB: Destination Period of Performance: 03/23/2005 to 09/30/2015</p>				

reimbursed on a cost, no fee, basis. In addition, such costs will be excluded from all Cost Performance Incentive Fee payments and calculations under Section B and elsewhere in this contract. The Contractor understands, however, that the pension cost for incumbent employees will not be separately funded and is included in the funding amounts shown in the Funding Profile, Section J, Attachment J-11, entitled *RCC Funding Profile*.

- (e) The contractor shall, in accordance with the terms of this contract, provide the personnel, materials, supplies, and services and do all things necessary for, or incident to, providing its best efforts to perform the Recovery Act work. This work will be identified by Work Breakdown Structure (WBS) activity in Section B, Table B.2 and detailed in Section J, Attachment J-1 upon definitization.

B.2 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) Pursuant to the Section I clause entitled Limitation of Funds, total funds in the amount of \$866,188,202.37 have been allotted for obligation and are available for payment for services provided from the effective date of this Contract through the period estimated to end September 30, 2009.
- (b) Pursuant to the clause in Section I, entitled "Limitation of Funds," total funds in the amount of \$253,614,000.00 are obligated herein and made available for payment of allowable costs and fee earned related only to the Recovery Act work from the effective date of Modification A099 through the period of performance for the Recovery Act work, contained in Section F.
- (c) Except as may be specifically provided in the Section I clause entitled *Nuclear Hazards Indemnity Agreement*, the duties and obligations of the U.S. Department of Energy (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.3 ALLOWABILITY OF SUBCONTRACTOR FEE

- (a) If the Contractor is part of a teaming arrangement as described in Federal Acquisition Regulation (FAR) 9.601, the team shall share in this Contract fee structure. Separate additional subcontractor fees for individual team members will not be considered an allowable cost under the Contract. If a subcontractor, supplier, or lower-tier subcontractor is a wholly owned, majority owned, or affiliate of any team member, any fee or profit paid to such entity will not be considered an allowable cost under this Contract.
- (b) The subcontractor fee restriction in subsection (a) does not apply to members of the Contractor's team that are: (i) small business(es); (ii) Protégé firms as part of an approved Mentor-Protégé relationship under the Section H clause entitled Mentor-Protégé Program; (iii) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (iv) commercial items as defined at FAR 2.101.

B.4 INCENTIVE FEE STRUCTURE

- (a) "Completion of Contract Requirements" is defined as performance of all requirements described in this Contract (except those requirements customarily reserved for Contract closeout and final payment) on or before September 30, 2015. Completion of Contract Requirements is a condition precedent to earning any of the Group A and Group B incentive fee under Clause B.7(c) and (d).

TABLE B.2 SCHEDULE OF QUANTITIES AND TARGET COST

See attached Table B.2

TABLE B.3 OTHER COSTS AND PROJECTS (see below):

(Other Costs and Projects are for identifying those costs and projects which are over and above those included in other schedules and tables shown in the contract. These are not part of the target cost and target fee costs shown elsewhere in the contract and are considered to be "special" projects which are within the scope of this contract but not previously identified as part of the originally conceived contract or IPB. These have a different funding source from the rest of contract). An example of Other Costs and Projects would be specially funded projects, e.g., work associated with the B-Reactor Building as a Historical Landmark building.

<u>PROJECT DESCRIPTION</u>	<u>NEGOTIATED COST & FEE</u>	<u>COST ONLY</u>	<u>FEE ONLY</u>
REA-020/29 – B-Reactor Roof Repair	\$1,624,619	\$1,518,336	\$106,283

TABLE B.4 SUMMARY OF ARRA OBLIGATIONS AND AUTHORIZATIONS BY PROGRAM

Legacy Program Value	STARS Program Value	Legacy Program value Description	Obligated	NTP/NTE/Authorized
FD0211120	1111331	River Corridor	\$175,799,000	\$36,000,000 for ARRA full funding work scope, ARRA ERDF Expansion work scope and necessary support activities
FD0221000	1111333	Soil and Groundwater - RL-1041	\$77,815,000	\$8,500,000
		Total	\$253,614,000	\$44,500,000

Financial Plan Report - Detail

RL14655 - WASHINGTON CLOSURE HANFORD- RA FUNDS 89-09/10-0253

Rpt Entity	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
421801	06049	EZ	111333	FD0211120	25400	0000000	2002111	0000000		0.00	141,000,000.00	34,799,000.00	175,799,000.00	175,799,000.00
AY 2009 - Recovery Act (ARRA) funding, in the amount of \$34,799,000.														
421801	06049	EZ	111333	FD0221000	25400	0000000	2002143	0000000		0.00	62,000,000.00	15,815,000.00	77,815,000.00	77,815,000.00
AY 2009 - Recovery Act (ARRA) funding, in the amount of \$15,815,000.														
Total for Program Parent/Control Point: FD0211110											175,799,000.00	175,799,000.00	175,799,000.00	
Total for Program Parent/Control Point: FD0221000											77,815,000.00	77,815,000.00	77,815,000.00	
Total for Fund Type: EZ											253,614,000.00	253,614,000.00	253,614,000.00	
Total for Recipient Code: RL											253,614,000.00	253,614,000.00	253,614,000.00	
Total for Reporting Entity: 421801											253,614,000.00	253,614,000.00	253,614,000.00	
Total for RL14655 - WASHINGTON CLOSURE HANFORD- RA FUNDS 89-09/10-0253											253,614,000.00	253,614,000.00	253,614,000.00	

Financial Plan Report - Detail

RL14655 - WASHINGTON CLOSURE HANFORD- RA FUNDS 89-09/10-0253

Agency	Obligation Change Amount
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	50,614,000.00
Grand Total:	50,614,000.00
Total Non-Appropriated Funds:	0.00