

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

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2. AMENDMENT/MODIFICATION NO.

182

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

10EM001742

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

00601

7. ADMINISTERED BY (If other than Item 6)

CODE

00601

Richland Operations Office
U.S. Department of Energy
Richland Operations Office
P.O. Box 550, MSIN A7-80
Richland WA 99352

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U.S. Department of Energy
Richland Operations Office
P.O. Box 550, MSIN A7-80
Richland WA 99352

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

WASHINGTON CLOSURE HANFORD, LLC
Attn: Neil Brosee, President
2620 Fermi Avenue
Richland WA 99354

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC06-05RL14655

10B. DATED (SEE ITEM 13)

CODE 167280762

FACILITY CODE

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)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

X

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.
FAR 52.243-2-Changes-Cost Reim (8/87)-Alt I

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)

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. The purpose of this modification is to issue a Change Order to increase the Not-to-Exceed (NTE) budget authority for existing workscope under the American Recovery and Reinvestment Act (ARRA) for Legacy Program FS0211120 - River Corridor (WCH-355, ARRA Phase II). The NTE budget authority is hereby increased by \$32,000,000, from \$107,072,280 to \$139,072,280. WCH-355, ARRA Phase II, is scheduled to be definitized within 30 days of the date of this modification.

SEE SF30 BLOCK 14 CONTINUATION ON PAGE 3.

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)

Andrew H. Wirkkala

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

3/25/10

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC06-05RL14655/182

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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)
	Period of Performance: 03/23/2005 to 09/30/2015				

SF30 BLOCK 14 CONTINUATION:

- B. As stated in A. above, additional NTE budget authority of \$32,000,000 is hereby provided, resulting in a revised total NTE of \$139,072,280 for ARRA ERDF expansion workscope and for preparation of confirmatory sampling. WCH is authorized to perform the work identified in this modification up to the NTE authorized amount of \$139,072,280. Do not exceed the NTE amount provided herein without approval from the Contracting Officer via a modification to increase this amount. Notify the Contracting Officer in writing with your rationale if the NTE amount is insufficient for you to proceed with the identified work. This modification does not add additional funds to the contract. Accordingly, work under the contract, such as that described herein, must be performed within the amount of funds which have been incrementally allotted to the contract in accordance with Clause I.57, FAR 52.232-22, Limitation of Funds (Apr 1984).
- C. Contract Section B, *Table B.4, Summary of ARRA Obligations and Authorizations by Program*, has been modified to reflect an increase of \$32,000,000, from \$107,072,280 to \$139,072,280, in the NTE authorized for Legacy Program FD0211120, River Corridor. Total “ARRA NTP/NTE/Authorized” is increased by \$32,000,000, from \$123,847,235 to \$155,847,235. Revisions to Table B.4 are detailed below:

FROM:

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	\$107,072,280 for ARRA full funding work scope, ARRA ERDF Expansion work scope and necessary support activities
FD0221000	1111333	Soil and Groundwater – RL-1041	\$72,432,000	\$16,774,955 for 618-10 Burial Ground work
		Total	\$248,231,000	\$123,847,235

TO:

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	\$139,072,280 for ARRA full funding work scope, ARRA ERDF Expansion work scope and necessary support activities
FD0221000	1111333	Soil and Groundwater – RL-1041	\$72,432,000	\$16,774,955 for 618-10 Burial Ground work
		Total	\$248,231,000	\$155,847,235

D. Contract Section I, Clause I.22a, FAR 52.216-24, *Limitation of Government Liability*, Fill-In Information for (a) and (b), (Contract Page I-2), is increased by \$32,000,000, from \$123,847,235 to \$155,847,235. Revisions to Clause I.22a on Contract Page I-2 are detailed below:

FROM:

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
1.22a**	FAR 52.216-24	Limitation of Government Liability (<i>see full text version at end of Section I</i>)	(a) \$123,847,235 (b) \$123,847,235

TO:

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
1.22a**	FAR 52.216-24	Limitation of Government Liability (<i>see full text version, Contract Section I</i>)	(a) \$155,847,235 (b) \$155,847,235

E. Contract Section I, Paragraphs I.22a (a) and (b) (Contract Page I-9) are revised as follows:

FROM:

I.22a 52.216-24 LIMITATION OF GOVERNMENT LIABILITY

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$123,847,235.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$123,847,235.

TO:

I.22a 52.216-24 LIMITATION OF GOVERNMENT LIABILITY

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$155,847,235.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$155,847,235.

F. Contract replacement pages B-19, I-2, and I-9 are attached.

There are no other changes to the terms and conditions of the contract.

End of Modification 182

TABLE B.2 SCHEDULE OF QUANTITIES AND TARGET COST

See attached Table B.2

TABLE B.3 OTHER COSTS AND PROJECTS

(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	\$139,072,280 for ARRA full funding work scope, ARRA ERDF Expansion work scope and necessary support activities
FD0221000	1111333	Soil and Groundwater – RL-1041	\$72,432,000	\$16,774,955 for 618-10 Burial Ground work
		Total	\$248,231,000	\$155,847,235

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.18	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997) <i>(Solicitation Note: See FAR 52.215-16 Facilities Capital Cost of Money – If the Offeror proposes FCCOM, this Clause is self-deleting in the Contract)</i>	None
I.19	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Oct 1997)	None
I.20	FAR 52.215-19	Notification of Ownership Changes (Oct 1997) <i>(see full text version at end of Section I)</i>	None
I.21	FAR 52.216-7	Allowable Cost and Payment (Dec 2002)	None
I.22	FAR 52.216-10	Incentive Fee (Mar 1997)	(e) 20, 20, 15, 0
I.22a**	FAR 52.216-24	Limitation of Government Liability <i>(see full text version, Contract Section I)</i>	(a) \$155,847,235 (b) \$155,847,235
I.23	FAR 52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)	None
I.24	FAR 52.219-8	Utilization of Small Business Concerns (May 2004)	None
I.25	FAR 52.219-9	Small Business Subcontracting Plan (Jan 2002) – Alternate II (Oct 2001)	None
I.26	FAR 52.219-16	Liquidated Damages – Subcontracting Plan (Jan 1999)	None
I.27	FAR 52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jun 2003)	(b) 0
I.28	FAR 52.219-25	Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Oct 1999)	None
I.29	FAR 52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	None
I.30	FAR 52.222-3	Convict Labor (Jun 2003)	None
I.31	FAR 52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (Sep 2000)	None
I.32	FAR 52.222-21	Prohibition of Segregated Facilities (Feb 1999)	None
I.33	FAR 52.222-26	Equal Opportunity (Apr 2002)	None
I.34	FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)	None
I.35	FAR 52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)	None
I.36	FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)	None
I.36.a	FAR 52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)	None
I.37	FAR 52.222-41	Service Contract Act of 1965, As Amended (May 1989)	None
I.38	FAR 52.222-42	Statement of Equivalent Rates for Federal Hires (May 1989)	Employee Class Monetary Wage – Fringe Benefits
I.38.a	FAR 52.222-54	Employment Eligibility Verification	None
I.39	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)	(b) TBD
I.40	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)	None
I.41	FAR 52.223-10	Waste Reduction Program (Aug 2000)	None
I.42	FAR 52.223-12	Refrigeration Equipment and Air Conditioners (5/1995)	None

- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.20 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
 - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall:
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this Contract that meet the applicability requirement of FAR 15.408(k).

I.22a 52.216-24 LIMITATION OF GOVERNMENT LIABILITY

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$155,847,235.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$155,847,235.
 - (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by—