

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   10
2. AMENDMENT/MODIFICATION NO. 185	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10EM001880	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: Neil Brosee, President 2620 Fermi Avenue Richland WA 99354		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 167280762	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-05RL14655	10B. DATED (SEE ITEM 13) 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	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2-Changes-Cost Reim (8/87)-Alt I and Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

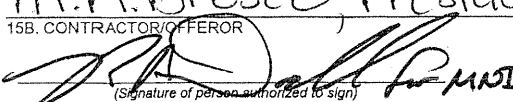
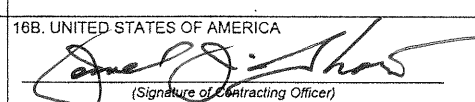
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 94-1381538  
DUNS Number: 167280762  
Subj to Retent: N

A. The purpose of this modification is to definitize the change order for Phase 2 of the American Recovery and Reinvestment Act, as submitted to RL by WCH on September 28, 2009 (WCH CCN 146657): "Submission of the American Recovery and Reinvestment Act of 2009 Technical, Cost, and Fee Proposal Phase 2: Volumes 1 and 2" (WCH-355, Rev. 0).

SEE SF30 BLOCK 14 CONTINUATION ON PAGE 2.  
Period of Performance: 03/23/2005 to 09/30/2015

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) M.N. Brosee, President		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 04/19/10	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 4-19-10

**SF30 BLOCK 14 CONTINUATION:**

B. The American Recovery and Reinvestment Act (ARRA) change order was issued on April 4, 2009, under bilateral Contract Modification No. A099. Additional ARRA workscope was added in Modification No. A105. Washington Closure Hanford LLC (WCH) responded on July 28, 2009, with Phase 1 ARRA cost proposal (WCH-339). The workscope identified for Phase 1 was definitized in Modification No. 142 dated September 30, 2009. WCH submitted the ARRA Phase 2 cost proposal on September 28, 2009 (WCH-355), identified in A. above. The workscope identified for Phase 2 includes: Waste Operations (WO) Transportation and WO Disposal as well as construction of new WO facilities; Burial Ground 618-11 Non-Intrusive Characterization (NIC); Burial Ground 618-10 Trench Remediation and NIC; Confirmatory Sampling associated with new Waste Sites; 100-F Area Remediation and Area IU 2&6 Remediation.

C. The parties hereby agree to the following changes to cost and fee:

1. Contract total Target Cost is increased by \$65,227,409; from \$2,222,505,462 to \$2,287,732,870.

2. Contract total Target Fee is increased by \$4,565,919; from \$153,519,990 to \$158,085,909.

3. The following chart accounts for cost and fee added to CLIN 4 for the changed work:

Changed Work Under ARRA:	CLIN 4	
	Cost	Fee
100-F	\$ 12,546,348	\$ 878,244
618-10 Trenches	\$ 1,637,882	\$ 114,652
618-11 NIC	\$ 8,404,301	\$ 588,301
Confirmatory Sampling	\$ 8,713,623	\$ 609,954
IU 2&6	\$ 1,109,838	\$ 77,689
MSGs	\$ 390,687	\$ 27,348
WO Construction	\$ 3,893,169	\$ 272,522
WO Disposal	\$ 11,519,407	\$ 806,358
WO Transportation	\$ 17,012,154	\$ 1,190,851
Change to Target Cost and Target Fee	\$ 65,227,409	\$ 4,565,919

4. The following chart depicts (1) the transfer of cost and fee from CLIN 1 and CLIN 3 to CLIN 4 (transfers are related to 618-10 Trench Remediation unchanged work); and (2) the overall Summary of the change to CLIN 4:

	CLIN 1		CLIN 4	
	Cost	Fee	Cost	Fee
Beginning (Mod 153)	\$ 1,870,199,261	\$ 128,858,554	NA	NA
Change	\$ (6,665,920)	\$ (466,614)	\$ 6,665,920	\$ 466,614
Revised CLIN 1 Amount	\$ 1,863,533,341	\$ 128,391,940		
	CLIN 3		CLIN 4	
	Cost	Fee	Cost	Fee
Beginning (Mod 153)	\$ 151,789,962	\$ 10,625,253	NA	NA
Change	\$ (32,860,125)	\$ (2,300,209)	\$ 32,860,125	\$ 2,300,209
Revised CLIN 3 Amount	\$ 118,929,837	\$ 8,325,044		
Total Transferred			\$ 39,526,045	\$ 2,766,823
Total Added From Above (changed work)			\$ 65,227,409	\$ 4,565,919
Subtotal - Mod 185 Additions to CLIN 4			\$ 104,753,454	\$ 7,332,742
Previous Amount in CLIN 4			\$ 99,857,186	\$ 6,990,049
<b>New CLIN 4 Total</b>			<b>\$ 204,610,640</b>	<b>\$ 14,322,791</b>

5. Total Contract Summary for the above changes (i.e. Revised Target Cost and Fee):

	CLIN 1	CLIN 2	CLIN 3	CLIN 4	Total
<b>Target Cost</b>	\$ 1,863,533,341	\$ 100,659,053	\$ 118,929,837	\$ 204,610,640	<b>\$ 2,287,732,871</b>
<b>Target Fee</b>	\$ 128,391,940	\$ 7,046,134	\$ 8,325,044	\$ 14,322,791	<b>\$ 158,085,909</b>

6. A revised Table B.1 “Incentive Fee Structure” which incorporates the above changes is attached to this modification in the form of a replacement page to the contract (i.e. page B-18). Other changes to Table B.1 are as follows: (1) Maximum cost performance incentive fees are changed to reflect 13.5 percent of the revised target cost for CLIN 1, 3, 4 and Total as detailed below; and (2) CLIN 4 Maximum Schedule Performance Fee is changed from “TBD” to “Zero.”

Element	From	To	Increase/Decrease
Maximum Cost Performance Incentive Fee – CLIN 1	\$252,476,900	\$251,577,001	(\$899,899)
Maximum Cost Performance Incentive Fee – CLIN 3	\$20,491,645	\$16,055,528	(\$4,436,117)
Maximum Cost Performance Incentive Fee – CLIN 4	\$13,480,720	\$27,622,436	\$14,141,716
Maximum Cost Performance Incentive Fee – Total	\$300,038,237	\$308,843,937	\$8,805,700

- D. Table B.2 “Schedule of Quantities and Target Cost” will be updated to reflect the above changes and will be incorporated into the contract via a future bilateral modification.
- E. Contract Section B, *Table B.4, Summary of ARRA Obligations and Authorizations by Program*, has been modified to reflect the following changes: (1) the heading of the current authorized cost has been changed from “NTP/NTE/Authorized” to “Cost Authority\*”; (2) a footnote has been added to indicate that the current cost authority is subject to DOE-EM Recovery Act project apportionments; and (3) the cost authority for Legacy Program FD0221000, Soil and Groundwater – RL-1041, is increased by \$22,132,045, from \$16,774,955 to \$38,907,000. The Total Cost Authority for ARRA is increased by \$22,132,045, from \$155,847,235 to \$177,979,280. Revisions to Table B.4 (Contract Page B-19) 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	\$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

**TO:**

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

Legacy Program Value	STARS Program Value	Legacy Program Value Description	Obligated	Cost Authority*
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	\$38,907,000 for 618-10 Burial Ground work
		Total	\$248,231,000	\$177,979,280

\*This column represents the current cost limit, which is subject to DOE-EM Recovery Act project apportionments.

- F. 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 \$22,132,045, from \$155,847,235 to \$177,979,280. 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) \$155,847,235 (b) \$155,847,235

**TO:**

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.22a**	FAR 52.216-24	Limitation of Government Liability ( <i>see full text version, Contract Section I</i> )	(a) \$177,979,280 (b) \$177,979,280

G. 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 \$155,847,235.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$155,847,235.

**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 \$177,979,280.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$177,979,280.

H. Section J, Attachment J-1, "Table of River Corridor Closure Contract Work Scope," will be updated to reflect the above changes and will be incorporated into the contract via a future bilateral modification.

I. Contract Replacement Pages B-18 (Table B.1), B-19 (Table B.4), I-2, and I-9 are attached.

J. Contractor Statement of Release: In consideration of the modification agreed to herein as complete equitable adjustment for WCH-355 (WCH ARRA Phase 2 Cost Proposal) dated September 28, 2009, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the ARRA Phase 2 Cost Proposal. The only exception to this release is the following: Differing site conditions as defined in Contract Clause B.5(a)(2).

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

End of Modification 185

**TABLE B.1 INCENTIVE FEE STRUCTURE**

Element	Definition/ Reference	CLIN 1		CLIN 2		CLIN 3		CLIN 4		Total
		Date	Amount	Date	Amount	Date	Amount	Date	Amount	
<b>Cost Performance Incentive Fee (Target Cost, Target Fee, and Cost Share Ratio)</b>										
Target Cost	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (b)(1)		\$1,863,533,341		\$100,659,053		\$118,929,837		\$204,610,640	\$2,287,732,871
Target Fee	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (b)(2)		\$128,391,940		\$7,046,134		\$8,325,044		\$14,322,791	\$158,085,909
Estimated Incumbent Employee Pension Costs	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (e)(5)		\$34,074,455		\$1,806,276		\$2,795,184		N/A	\$38,675,915
Cost Share Ratio (Government/ Contractor)	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (e)		80/20		80/20		80/20		80/20	80/20
<b>Schedule Performance Incentive Fee</b>										
Completion of Contract Requirements	Fee earned for completion on or before the dates shown:	3/31/2012	\$25.9M	3/31/2012	\$10.9M	3/31/2012	\$3.2M			\$40.0M
		9/30/2012	\$19.4M	9/30/2012	\$8.2M	9/30/2012	\$2.4M			\$30.0M
		3/31/2013	\$15.5M	3/31/2013	\$6.5M	3/31/2013	\$2.0M			\$24.0M
		9/30/2013	\$7.8M	9/30/2013	\$3.2M	9/30/2013	\$1.0M			\$12.0M
		3/31/2014	\$3.9M	3/31/2014	\$1.6M	3/31/2014	\$0.5M			\$6.0M
		9/30/2014	\$2.6M	9/30/2014	\$1.1M	9/30/2014	\$0.3M			\$4.0M
		3/31/2015	\$1.2M	3/31/2015	\$0.6M	3/31/2015	\$0.2M			\$2.0M
		9/30/2015	Zero	9/30/2015	Zero	9/30/2015	Zero		Zero	
<b>Total Maximum Incentive Fee</b>										
Maximum Cost Performance Incentive Fee	Maximum total Cost Performance Incentive Fee that may be earned		\$251,577,001 (13.5% of Target Cost)		\$13,588,972 (13.5% of Target Cost)		\$16,055,528 (13.5% of Target Cost)		\$27,622,436 (13.5% of Target Cost)	\$308,843,937 (13.5% of Target Cost)
Maximum Schedule Performance Incentive Fee	Maximum total Schedule Performance Incentive Fee that may be earned		\$25.9M		\$10.9M		\$3.2M		Zero	\$40.0M
<b>Total Minimum Incentive Fee</b>										
Minimum Cost Performance Incentive Fee	Minimum total Cost Performance Incentive Fee that may be earned		Zero		Zero		Zero		Zero	Zero
Minimum Schedule Performance Incentive Fee	Minimum total Schedule Performance Incentive Fee that may be earned		Zero		Zero		Zero		Zero	Zero

**TABLE B.2 SCHEDULE OF QUANTITIES AND TARGET COST**

See attached Table B.2  
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**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 &amp; 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**

<b>Legacy Program Value</b>	<b>STARS Program Value</b>	<b>Legacy Program Value Description</b>	<b>Obligated</b>	<b>Cost Authority*</b>
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	\$38,907,000 for 618-10 Burial Ground work
		Total	\$248,231,000	\$177,979,280

\*This column represents the current cost limit, which is subject to DOE-EM Recovery Act project apportionments.



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) \$177,979,280 (b) \$177,979,280
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 \$177,979,280.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$177,979,280.
  - (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by—