

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1   4
2. AMENDMENT/MODIFICATION NO. 230	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10EM003884	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: I.70-FAR 52.243-2-Changes-Cost Reim (8/87)-Alt I (Apr 1984)/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

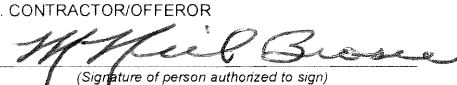

DUNS Number: 167280762

A. The purpose of this modification is to definitize the change order for Phase 3 of the American Recovery and Reinvestment Act of 2009, based on the WCH cost proposal submitted to RL on July 22, 2010 (WCH CCN 152222): "WCH-REA-110, Revision 0, American Recovery Reinvestment Act Phase 3 Definitization Proposal and American Recovery Reinvestment Act Phase 2 Adjustments."

Details of these changes are included in the SF30 Block 14 Continuation beginning on Page 2 of this modification.

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. Neil Brosee	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 9.24.10
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 9-24-10

**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). The workscope identified for Phase 2 was definitized in Modification No. 185 dated April 14, 2010. The subject of this modification No. 230 is identified in paragraph A. above (i.e. ARRA Phase 3). The workscope definitized in Phase 3 includes construction activities in the Environmental Restoration Disposal Facility (ERDF), and field remediation activities in the 100-F Area and the 618-10 burial ground of the Hanford Site.

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

1. Total contract Target Cost is increased by \$7,946,460; from \$2,287,732,871 to \$2,295,679,331. This Target Cost increase is accounted for in CLIN 4 and consists of 100-F Area field remediation activities and ERDF construction activities. Accordingly, CLIN 4 Target Cost is increased by \$7,946,460 (from \$204,610,640 to \$212,557,100).
2. Contract total Target Fee is increased by \$333,141; from \$158,085,909 to \$158,419,050. This Target Fee increase is associated with the work identified in paragraph C.1 above and is accounted for in CLIN 4. Accordingly, CLIN 4 Target fee is increased by \$333,141 (from \$14,322,791 to \$14,655,932).
3. Total Target Cost and Target Fee are unchanged for 618-10 burial ground field remediation work performed under ARRA and definitized in this modification No. 230. Accordingly, Target Cost and Fee are transferred from CLIN 3 to CLIN 4 as follows:
  - a. CLIN 3 Target Cost is decreased by \$7,013,802 (from \$118,929,837 to \$111,916,035).
  - b. CLIN 4 Target Cost is increased by \$7,013,802 (from \$212,557,100 to \$219,570,902).
  - c. CLIN 3 Target Fee is decreased by \$490,966 (from \$8,325,044 to \$7,834,078).
  - d. CLIN 4 Target Fee is increased by \$490,966 (from \$14,655,932 to \$15,146,898).
5. The following table summarizes Target Cost and Target Fee resulting from the above changes:

	CLIN 1	CLIN 2	CLIN 3	CLIN 4	Total
<b>Target Cost</b>	\$ 1,863,533,341	\$ 100,659,053	\$ 111,916,035	\$ 219,570,902	<b>\$ 2,295,679,331</b>
<b>Target Fee</b>	\$ 128,391,940	\$ 7,046,134	\$ 7,834,078	\$ 15,146,898	<b>\$ 158,419,050</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.

Element	From	To	Increase/Decrease
Maximum Cost Performance Incentive Fee – CLIN 3	\$16,055,528	\$15,108,665	(\$946,863)
Maximum Cost Performance Incentive Fee – CLIN 4	\$27,622,436	\$29,642,072	\$2,019,636
Maximum Cost Performance Incentive Fee – Total	\$308,843,937	\$309,916,710	\$1,072,773

- 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. 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.
- F. Contract Replacement Page B-18 (Table B.1) is attached.
- G. Contractor Statement of Release: In consideration of the modification agreed to herein as complete equitable adjustment for WCH-REA-110 (WCH ARRA Phase 3 Cost Proposal) dated July 22, 2010, 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 3 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 230

**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		\$111,916,035		\$219,570,902	\$2,295,679,331
Target Fee	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (b)(2)		\$128,391,940		\$7,046,134		\$7,834,078		\$15,146,898	\$158,419,050
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)		\$15,108,665 (13.5% of Target Cost)		\$29,642,072 (13.5% of Target Cost)	\$309,916,710 (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