

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 248	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ NO. 11EM000755	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 Reimbursement (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

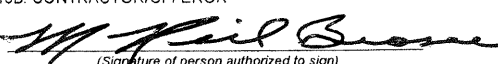

DUNS Number: 167280762

A. The purpose of this modification is to definitize a deductive change order for removal of work scope within the 100-K, 300, and 400 Areas under the River Corridor Closure Contract. A deductive change proposal was submitted by the contractor on December 17, 2009 (CCN 147914 "REA-024").

Contract revisions are detailed 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 1.14.11
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 1-18-11

SF30 BLOCK 14 CONTINUATION:

B. The deductive change order for removal of work scope within the 100-K, 300, and 400 Areas under the River Corridor Closure Contract was issued on April 1, 2009, Letter No. 09-PRO-0301. The list of formal correspondence related to the deductive change order including all correspondence referenced within, is as follows:

1. Letter, S. L. Feaster, WCH, to J. J. Short, RL, "Washington Closure Hanford LLC Submittal of Deductive Change Proposal for Removal of 100-K, 300, and 400 Area Work Scopes," CCN 147914, dated December 17, 2009
2. Letter, S. L. Feaster, WCH, to J. J. Short, RL, "Deductive Change Proposal Estimating Process for Removal of 100-K, 300, and 400 Area Work Scopes," CCN 146598, dated September 23, 2009
3. Letter, J. J. Short, RL, to C. G. Spencer, WCH, "Request for Deductive Change Proposal for Removal of the 100K, 300 and 400 Work Scopes, CCN 146396 (09-PRO-0574), dated August 28, 2009
4. Letter, S. L. Feaster, WCH, to A. H. Wirkkala, RL, "Request for Deductive Change Proposal for Removal of 100-K, 300 and 400 area Work Scopes, CCN 144364, dated April 29, 2009
5. Letter, A. H. Wirkkala, RL, to C. G. Spencer, WCH, "Request for Deductive Change Proposal for Removal of 100-K, 300, and 400 Area Work Scopes, CCN 143873 (09-PRO-030 1), dated April 1, 2009
6. Letter, S. L. Feaster, WCH, to R. A. Stimmel, RL, "100K Area and 300 Area Descoping - Recommended Path Forward," CCN 142063, dated November 19, 2008

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

1. Total Contract Target Cost is decreased by \$342,000,000; from \$2,344,356,083 to \$2,002,356,083. This deductive amount is allocated between CLIN 1 and CLIN 2 as follows:
 - a. Reduce CLIN 2 Target Cost by \$71,050,215. The new balance in CLIN 2 is zero.
 - b. Reduce CLIN 1 Target Cost by \$270,949,785. The new balance in CLIN 1 is \$1,669,937,441.
2. Total Contract Target Fee is decreased by \$21,000,000; from \$161,774,034 to \$140,774,034. This deductive amount is allocated between CLIN 1 and CLIN 2 as follows:
 - a. Reduce CLIN 2 Target Fee by \$4,973,515. The new balance in CLIN 2 is zero.
 - b. Reduce CLIN 1 Target Fee by \$16,026,485. The new balance in CLIN 1 is \$117,727,839.

3. In order to settle the request for fee related to disposal of Other Hanford Contractor (OHC) waste at the Environmental Disposal Restoration Facility, the parties agree to increase Total Contract Target Fee by \$3,000,000; from \$140,774,034 to \$143,774,034. This fee adjustment will be made to CLIN 1, resulting in a new CLIN 1 Target fee of \$120,727,839. The following correspondence including all correspondence referenced within, is related to this OHC ERDF fee settlement:
 - a. E-mail, S.L. Feaster, WCH, to J. J. Short, RL, "FW: OHC Fee Calculations," dated October 27, 2010.
 - b. Letter, S.L. Feaster, WCH, to J. J. Short, RL, "Request for Modification – Services Provided to Other Hanford Contractors at the Environmental Restoration Disposal Facility," CCN 149404, dated March 11, 2010.
 - c. Letter, S. L. Feaster, WCH, to J. J. Short, RL, "Fiscal Year 2010 Forward Pricing Rates - Field Remediation Non-Site Specific Support and Waste Treatment," CCN 148618, dated January 28, 2010
 - d. Letter, S. L. Feaster, WCH, to J. J. Short, RL, "Fiscal Year 2010 Forward Pricing Rates," CCN 148519, dated January 20, 2010
 - e. Letter, S. L. Feaster, WCH, to J. J. Short, RL, "Request for Equitable Adjustment - WCH-REA-055, Revision 0, Environmental Restoration Disposal Facility Other Hanford Contractors Fee," CCN 147213, dated October 29, 2009
 - f. Letter, S. L. Feaster, WCH, to J. J. Short, RL, "Request for Approval of Fee for Services Provided to Other Hanford Contractors at the Environmental Restoration Disposal Facility," CCN 146609, dated September 23, 2009

4. 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). The revised Table B.1 also incorporates changes to the Maximum Cost Performance Incentive Fees to reflect 13.5 percent of the revised target cost for CLIN 1 and 2 as detailed in the following table:

Element	From	To	Increase/Decrease
Maximum Cost Performance Incentive Fee – CLIN 1	\$262,019,776	\$225,441,555	\$36,578,221
Maximum Cost Performance Incentive Fee – CLIN 2	\$9,591,779	\$0	\$9,591,779
Maximum Cost Performance Incentive Fee – Total	\$316,488,072	\$270,318,072	\$46,170,000

D. The parties hereby agree to the following additional items:

1. Any remaining CLIN 2 work scope will be moved to CLIN 1, and associated terms and conditions will be revised to reflect this change in the contract. This future “clean up” contract modification will have no impact on Target Cost or Target Fee.
- E. 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.
- F. 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.
- G. Contractor Statement of Release: In consideration of the modification agreed to herein as complete equitable adjustment for WCH-REA-024 (WCH deductive change proposal for removal of work scope from the 100-K, 300, and 400 Areas) dated December 17, 2009, and all claims related to OHC waste disposal at ERDF, 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 deductive change proposal and the fee request for OHC waste disposal at ERDF.

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

End of Modification 248

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	
Cost Performance Incentive Fee (Target Cost, Target Fee, and Cost Share Ratio)										
Target Cost	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (b)(1)		\$1,669,937,441		\$0		\$112,847,740		\$219,570,902	\$2,002,356,083
Target Fee	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (b)(2)		\$120,727,839		\$0		\$7,899,297		\$15,146,898	\$143,774,034
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		\$0	\$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
Schedule Performance Incentive Fee										
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
Total Maximum Incentive Fee										
Maximum Cost Performance Incentive Fee	Maximum total Cost Performance Incentive Fee that may be earned		\$225,441,555 (13.5% of Target Cost)		\$0 (13.5% of Target Cost)		\$15,234,445 (13.5% of Target Cost)		\$29,642,072 (13.5% of Target Cost)	\$270,318,072 (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
Total Minimum Incentive Fee										
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