

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 310	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11EM003078	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: Carol A. Johnson, President 2620 Fermi Avenue Richland WA 99352		(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 data, 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) 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.)

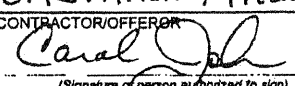

Tax ID Number: 94-1381538

DUNS Number: 167280762

A. The purpose of this modification is to revise the Schedule Performance Incentive Fee (SPIF) within Contract Table B.1, "Incentive Fee Structure," as detailed 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) CA Johnson, 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 8/9/11	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 8/10/11

SF30 BLOCK 14 CONTINUATION:

- B. As approved by the RL Contracting Officer and the Office of Assistant Manager for the River Corridor, Contract Section B, Table B.1, *Incentive Fee Structure*, is revised to change the section titled “Schedule Performance Incentive Fee” (SPIF). The SPIF has been revised as follows:
- Regarding the slope of the SPIF earnings curve, the six-month step function is replaced with a one-month step function;
 - SPIF associated with CLIN 2 is now included in CLIN 1;
 - A portion (\$1.2M) of SPIF associated with CLIN 1 is reallocated specifically to the Building No. 324 demolition and waste site;
 - The date for completion of 324 Facility and Waste Site is to be determined;
 - A portion (\$2.8M) of SPIF associated with CLIN 1 is reallocated to CLIN 3 (618-10 and 618-11 burial grounds);
 - The new amount of CLIN 3 SPIF (\$6M) is allocated between the burial grounds as follows: \$2M to 618-10 burial ground; \$4M to 618-11 burial ground;
 - The maximum earnings date for the CLIN 3 burial grounds are as follows:
 - 618-10: September 30, 2014
 - 618-11: September 30, 2015
- C. Contract Section B, Table B.1, *Incentive Fee Structure* (Contract Page B-18) has been revised as detailed in paragraph B above. Contract replacement page B-18 is attached to this modification.
- D. The following changes are hereby made to the terms and conditions included in Contract Section B:
- Clause B.4(a): Insert “Except for the Schedule Performance Incentive Fee,” at the beginning of the last sentence. The sentence now reads “Except for the Schedule Performance Incentive Fee, 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).”
 - Clause B.4(b): Delete the last sentence of the existing paragraph.
 - Clause B.7(a)(1): Delete “at Completion of Contact Requirements” in the last sentence. The sentence now reads “Schedule Performance Incentive Fee is fee payable and final upon achievement of the applicable milestone(s) as shown in Table B.1 - *Incentive Fee Structure*; however, Schedule Performance Incentive Fee is subject to fee reductions(s) as set forth in Clause B.6, *Incentive Fee Calculation*.”
 - Contract replacement pages B-2, B-3, and B-6 are attached to this modification.
- E. **CONTRACTOR RELEASE:** In consideration of the modifications agreed to herein as complete equitable adjustments for the Contractor’s proposals to change Schedule Performance Incentive Fee (SPIF) in order to account for all change orders issued under this contract previously, including the Contractor’s “True-Up” proposal and “Deductive Change” proposal, the Contractor hereby releases the Government from any and all liability under this contract for equitable adjustments attributable to such facts or circumstances giving rise to the proposals to change the SPIF, with the exception of the conclusion of negotiations of “SPIF work scope.”

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

End of Modification No. 310

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 \$1,389,945,667.25 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, 2015.
- (b) Pursuant to the clause in Section I, entitled "Limitation of Funds," total funds in the amount of \$233,601,000.00 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. Except for the Schedule Performance Incentive Fee, 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).

- (b) Table B.1, *Incentive Fee Structure*, sets forth the Cost Performance Incentive Fee (including Target Cost, Target Fee, and Cost Share Ratio); Schedule Performance Incentive Fee; Maximum Incentive Fees, and Minimum Incentive Fees that can be earned under the Contract.

B.5 CHANGES TO TARGET COST, TARGET FEE, AND SCHEDULE

- (a) General Requirements.
 - (1) Changes to Target Cost, Target Fee, and Schedule.
 - (i) The Contractor shall take all reasonable steps to manage, prevent, and mitigate changes to Target Cost, Target Fee, and Schedule. DOE does not anticipate any point of complete redetermination of Target Cost, Target Fee, and Schedule during the period of performance of the Contract.
 - (ii) Changes to Target Cost, Target Fee, and Schedule will be made in accordance with the Section I Clause entitled *Changes - Cost Reimbursement - Alternate I*, and the Section I Clause entitled *Differing Site Conditions*. The *Project Baseline*, described in Section C.5, *Project Management*, shall be based on the Target Cost, Target Fee, and Schedule. The submission of the *Project Baseline*, described in Section C.5, *Project Management*, does not result in a redetermination of Target Cost, Target Fee, and Schedule.
 - (iii) Any circumstance that the Contractor expects to be the subject of a request for a change and/or an equitable adjustment to the Target Cost, Target Fee, and/or Schedule shall be shown in the *Monthly Performance Report* (Deliverable C.5.4.2). Only DOE-approved changes to Target Cost, Target Fee, and Schedule shall be incorporated into the *Project Baseline*. The Contractor shall maintain internal consistency between the *Project Baseline*, Target Cost, and Schedule at all times during the Contract period of performance.
 - (2) Differing Site Conditions. Requests for an equitable adjustment that are a result of differing site conditions will be evaluated in accordance with the Section I clause entitled *Differing Site Conditions*, for:
 - (i) A material variation in quantities, defined as 15 percent above any of the "Quantity" entries established in Table B.2, Schedule of Quantities and Target Cost; and/or
 - (ii) A material difference in subsurface, latent, and/or unknown physical conditions, defined as a change in physical conditions that increase cost 15 percent above any of the "Total Target Cost" entries established in Table B.2, Schedule of Quantities and Target Cost.

Any equitable adjustment will be made only for the amounts above the 15 percent quantity and/or cost variations.

In addition to requirements under the Section I Clause entitled *FAR 52.243-2 Changes – Cost Reimbursement - Alternate I* and any other applicable terms of this Contract, the Contractor shall maintain a system to segregate and account

B.7 INCENTIVE FEE PAYMENTS

- (a) Definition of Terms.
- (1) *Schedule Performance Incentive Fee* is fee based on completion of specific schedule milestones. Schedule Performance Incentive Fee is fee payable and final upon achievement of the applicable milestone(s) as shown in *Table B.1 – Incentive Fee Structure*; however, Schedule Performance Incentive Fee is subject to fee reduction(s) as set forth in Clause B.6, *Incentive Fee Calculation*.
 - (2) *Cost Performance Incentive Fee* is fee based on the relationship of allowable cost to Target Cost.
 - (3) *Interim Fee* is the given level of Cost Performance Incentive Fee at a point in time (based on cost and schedule performance) that is in proportion to the projected Final Cost Performance Fee earnings.
 - (4) *Interim Fee Payments* are the payments provided during Contract performance for Group B and Group C Interim Fee.
 - (5) *Project Baseline* is the integrated Contractor-prepared scope, schedule and cost baseline, and is formally documented and controlled as specified in Section C, Statement of Work. The Project Baseline provides the basis for tracking cost and schedule performance, and measuring project earned value.
 - (6) *Performance Milestone* is a single milestone within each quarter in the *Project Baseline* that represents completion of a significant, measurable, critical-path work activity in accordance with the requirements of the Contract. The purpose of the *Performance Milestone* is to establish one of the two conditions precedent to receiving Interim Fee as described in this Clause, *Incentive Fee Payment*. DOE will approve each *Performance Milestone* and any changes to a *Performance Milestone*.
 - (7) *Budgeted Cost of Work Scheduled (BCWS)* is the sum of the Target Cost elements for work planned, measured cumulative to-date.
 - (8) *Budgeted Cost of Work Performed (BCWP)* is the sum of the Target Cost elements for work completed, measured cumulative to-date that relates directly to the BCWS.
 - (9) *Actual Cost of Work Performed (ACWP)* is the sum of allowable costs for work completed, measured cumulative to-date that relates directly to the BCWP.
 - (10) *Schedule Performance Index (SPI)* is BCWP divided by BCWS.
 - (11) *Cost Performance Index (CPI)* is BCWP divided by (ACWP minus Incumbent Employee Pension Costs).
 - (12) *Cost and Schedule Performance Index (CSPI)* is $\frac{1}{2} \times (CPI + SPI)$, measured by quarter and cumulative to-date.
- (b) Invoices for Interim Fee Payments. The Contractor may submit quarterly invoices for Interim Fee Payments following the submittal of the three Monthly Performance Reports for the quarter described in Section C, *Statement of Work*, per the process described in subparagraph (c) below.

TABLE B.1 INCENTIVE FEE STRUCTURE

Element	Definition/Reference	CLIN 1	CLIN 2	CLIN 3	CLIN 4	Total	
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)	\$1,709,203,030	\$0	\$112,847,740	\$219,570,902	\$2,041,621,672	
Target Fee	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (b)(2)	\$123,472,353	\$0	\$7,899,297	\$15,146,898	\$146,518,548	
Estimated Incumbent Employee Pension Costs	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (e)(5)	\$35,880,731	\$0	\$2,795,184	\$0	\$38,675,915	
Cost Share Ratio (Govt/ 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 (CLIN 1)							
Completion of Contract Requirements	Fee earned for completion on or before the dates shown:	CY 2013		CY 2014		CY 2015	
		Date	Amount	Date	Amount	Date	Amount
		4/30/2013	\$32.8M	1/31/2014	\$22.1M	1/31/2015	\$7.4M
		5/31/2013	\$32.0M	2/28/2014	\$21.3M	2/28/2015	\$6.6M
		6/30/2013	\$31.2M	3/31/2014	\$20.5M	3/31/2015	\$5.8M
		7/31/2013	\$30.4M	4/30/2014	\$19.6M	4/30/2015	\$4.9M
		8/31/2013	\$29.6M	5/31/2014	\$18.0M	5/31/2015	\$4.1M
		9/30/2013	\$28.8M	6/30/2014	\$16.4M	6/30/2015	\$3.3M
		10/31/2013	\$28.0M	7/31/2014	\$14.8M	7/31/2015	\$2.5M
		11/30/2013	\$23.7M	8/31/2014	\$13.1M	8/31/2015	\$1.6M
		12/31/2013	\$22.9M	9/30/2014	\$11.5M	9/30/2015	Zero
				10/31/2014	\$9.9M		
				11/30/2014	\$9.1M		
		12/31/2014	\$8.2M				
Additional Schedule Performance Incentive Fee is available for the following work scope completions:							
CLIN 1	324 Facility and Waste Site	By TBD date	\$1.2M				
CLIN 3	618-10 Burial Grounds	By 9/30/2014	\$2.0M				
CLIN 3	618-11 Burial Grounds	By 9/30/2015	\$4.0M				
Total Maximum Incentive Fee							
Maximum Cost Performance Incentive Fee	Maximum Total Cost Performance Incentive Fee that may be earned	\$230,742,409 (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)	\$275,618,926 (13.5% of Target Cost)	
Maximum Schedule Performance Incentive Fee	Maximum Total Schedule Performance Incentive Fee that may be earned	\$34.0M	Zero	\$6.0M	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	