

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. 387	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12EM001987	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 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) 03/23/2005	
CODE 167280762	FACILITY CODE		

**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: Clause I.22 - FAR 52.216-10 Incentive Fee (Mar 1997) 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.)**

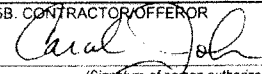
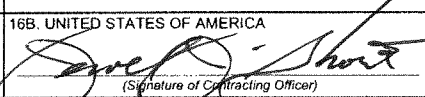
Tax ID Number: 94-1381538

DUNS Number: 167280762

A. The purpose of this modification is to exclude implementation costs associated with the Chronic Beryllium Disease Prevention Program (CBDPP) from "total allowable cost" for the purpose of fee adjustment. This change is made pursuant to the agreement of the parties and Clause I.22 "FAR 52.216-10 Incentive Fee (Mar 1997)" Subparagraph (e) (5), and Clause B.12 "Final Fee Determination." Contract revisions are 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) C. A. 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 5/2/12
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED May 2, 2012

**SF30 BLOCK 14 CONTINUATION:**

B. Contract Section B, Clause B.12, *Final Fee Determination*, is hereby changed to incorporate the following paragraph “(c)” into Clause B.12:

“(c) When calculating the Cost Performance Incentive Fee component of the Final Fee Determination, the total allowable costs will exclude Chronic Beryllium Disease Prevention Program Costs as provided in paragraph (e) of the Section I Clause entitled *FAR 52.216-10 Incentive Fee*.”

As a result of the incorporation of this new paragraph “c”, the following paragraphs previously lettered (c), (d), and (e) are now identified as (d), (e), and (f). No other changes have been made to this contract clause. A revised contract Page B-17 is attached to this modification.

C. Contract Section B, Table B.1, *Incentive Fee Structure*, is hereby changed to incorporate the new cost element “Chronic Beryllium Disease Prevention Program.” The new cost element is inserted between “Estimated Incumbent Employee Pension Costs” and “Cost Share Ratio” within the “Cost Performance Incentive Fee” section of Table B.1. Contract replacement Page B-18 (Table B.1) is attached to this modification. A total of \$5,000,000 is provided under Contract CLIN 1 for the CBDPP, as follows:

**TABLE B.1 INCENTIVE FEE STRUCTURE**

Element	Definition/Reference	CLIN 1	CLIN 2	CLIN 3	CLIN 4	Total
<b>Cost Performance Incentive Fee (Target Cost, Target Fee, and Cost Share Ratio)</b>						
<i>Chronic Beryllium Disease Prevention Program</i>	Section I clause entitled FAR 52.216-10 <i>Incentive Fee</i> , para. (e)(5)	<b>\$5,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,000,000</b>

D. **CONTRACTOR RELEASE:** The revisions to the Contract agreed to herein are provided in consideration for, and as complete equitable adjustment for, all Contractor’s proposals and submissions for work scope related to the Chronic Beryllium Disease Prevention Program. The Contractor hereby releases the Government from all liability under this contract for equitable adjustments attributable to such facts or circumstances giving rise to this modification.

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

End of Modification No. 387

costs, earned fee, partial termination costs, and any other similar items for CLIN 2 and/or CLIN 3, and shall not be entitled to an equitable adjustment to the Target Cost and Target Fee for CLIN 1 as a result of DOE's decision not to authorize CLIN 2 and/or CLIN 3.

#### **B.12 FINAL FEE DETERMINATION**

- (a) Upon successful Completion of Contract Requirements, the Contracting Officer shall determine the total fee earned by the Contractor consistent with the provisions of this Contract. If the amount of the total fee earned is less than the total amount of all Schedule Performance Incentive Fee and Interim Fee Payments made to the Contractor, the Contractor shall reimburse DOE the difference. If the amount of total fee earned is more than the total amount of Schedule Performance Incentive Fee and the Interim Fee Payments made to the Contractor, DOE will pay the Contractor the remaining fee due.
- (b) When calculating the Cost Performance Incentive Fee component of the Final Fee Determination, the total allowable costs will exclude Incumbent Employee Pension Costs as provided in paragraph (e) of the Section I Clause entitled *FAR 52.216-10 Incentive Fee*.
- (c) When calculating the Cost Performance Incentive Fee component of the Final Fee Determination, the total allowable costs will exclude Chronic Beryllium Disease Prevention Program Costs as provided in paragraph (e) of the Section I Clause entitled *FAR 52.216-10 Incentive Fee*.
- (d) The Final Fee Determination may be reduced in accordance with Clause B.6 *Incentive Fee Calculation*.
- (e) DOE will not owe interest or other surcharges on any amount of fee that is not paid until the Final Fee Determination.
- (f) In accordance with contract clause B.1, Type of Contract – Items Being Acquired, paragraphs (c) (2) and (c) (3), and contract clause B.11, DOE Authorization of CLIN 2 and CLIN 3; if CLINs 2 and 3 are not authorized then the Final Fee Determination will not include the fee associated with these CLINs.

**TABLE B.1 INCENTIVE FEE STRUCTURE**

Element	Definition/Reference	CLIN 1	CLIN 2	CLIN 3	CLIN 4	Total	
<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)	\$1,772,702,892	\$0	\$112,847,740	\$253,573,242	\$2,139,123,874	
Target Fee	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (b)(2)	\$127,899,291	\$0	\$7,899,297	\$17,388,811	\$153,187,399	
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	
Chronic Beryllium Disease Prevention Program	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (e)(5)	\$5,000,000	\$0	\$0	\$0	\$5,000,000	
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	
<b>Schedule Performance Incentive Fee (CLIN 1)</b>							
Completion of Contract Requirements	Fee earned for completion on or before the dates shown:	Date	Amount	Date	Amount	Date	Amount
		10/31/2013	\$32.8M	10/31/2014	\$16.3M		
		11/30/2013	\$32.0M	11/30/2014	\$14.8M		
		12/31/2013	\$31.2M	12/31/2014	\$13.3M		
		1/31/2014	\$30.4M	1/31/2015	\$11.9M		
		2/28/2014	\$29.6M	2/28/2015	\$10.4M		
		3/31/2014	\$28.8M	3/31/2015	\$8.9M		
		4/30/2014	\$28.0M	4/30/2015	\$7.4M		
		5/31/2014	\$23.7M	5/31/2015	\$5.9M		
		6/30/2014	\$22.2M	6/30/2015	\$4.4M		
7/31/2014	\$20.7M	7/31/2015	\$3.0M				
8/31/2014	\$19.3M	8/31/2015	\$1.5M				
9/30/2014	\$17.8M	9/30/2015	Zero				
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				
<b>Total Maximum Incentive Fee</b>							
Maximum Cost Performance Incentive Fee	Maximum Total Cost Performance Incentive Fee that may be earned	\$239,314,890 (13.5% of Target Cost)	\$0 (13.5% of Target Cost)	\$15,234,445 (13.5% of Target Cost)	\$34,232,388 (13.5% of Target Cost)	\$288,781,723 (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	
<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	