

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 404	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12EM003129	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) Net Increase: \$21,588,847.17
See Attached Financial Plan No. 2012-19-Base

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) B.2 - Obligation and Availability of Funds / I.57 - FAR 52.232-22 - Limitation of Funds

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

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

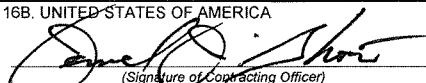
Tax ID Number: 94-1381538
DUNS Number: 167280762

A. In accordance with Contract Clauses B.2, Obligation and Availability of Funds, and I.57, FAR 52.232-22, Limitation of Funds (Apr 1984), the purpose of this modification is to: (1) increase the amount of base funding obligated by a total of \$21,588,847.17, from \$1,670,132,398.32 to \$1,691,721,245.49; (2) reallocate base funding within Program No. 1111557; and (3) deobligate funding in the amount of (\$900.00) from Program No. 3184701 for the Energy Employees Occupational Illness Compensation Program Act (EEOICPA). Contract revisions are detailed in the SF30 Block 14 Continuation on Page 2 of this modification.

FOB: Destination

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)	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
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 8-20-12

SF30 BLOCK 14 CONTINUATION:

B. This modification provides a net total of incremental base funding in the amount of \$21,588,847.17. This modification also reallocates base funding within Program No. 1111557, and deobligates FY 2010 funding in the amount of \$900.00 which was previously allocated to Program No. 3184701 for the EEOICPA. A detailed breakout of funding by accounting code is provided in the "Financial Plan Report - Detail" (Financial Plan No. 2012-19, Base), included as pages 4 and 5 of this modification.

C. Contract Section B, paragraph B.2(a), is modified to reflect an increase of \$21,588,847.17 in obligated base funding, from \$1,670,132,398.32 to \$1,691,721,245.49. Contract Section B.2(a) has been changed as follows:

FROM:

"Pursuant to the Section I clause entitled Limitation of Funds, total funds in the amount of \$1,670,132,398.32 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."

TO:

"Pursuant to the Section I clause entitled Limitation of Funds, total funds in the amount of \$1,691,721,245.49 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."

D. The amount of ARRA funding obligated remains unchanged at \$233,601,000.00. Total obligated funding for both base and ARRA is \$1,925,322,245.49.

E. Contract Page B-2 is replaced by the revised replacement page as attached.

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

End of Modification 404

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 \$1,691,721,245.49 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).

Financial Plan Report - Detail with Appr Year

Fiscal Year: 2012
Fiscal Month: 11
Financial Plan Number: 19
Contract Modification Number: 12EM003129
Rpt Entity: RL Richland Operations Office

RL14655 - Washington Closure Hanford

Appr Year	Rpt Entity	Fund Code	Leg FT	Prog	FT	Leg B&R	Obj Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
2006	421101	00556	3Y	1720331	400408000	25400	0000000	0000000	0420361	AGRDW8983905401-0	257.94	0.00	0.00	0.00	257.94	
Total for Program Parent/Control Point: 4000000000																
Total for Fund Type: 3Y																
Total for Recipient Code: RL																
Total for Reporting Entity: 421101																
2008	421801	01759	2H	1720578	600306000	25400	0421317	0000000	0421555	AGRFHSAP	1,892.07	0.00	0.00	0.00	1,892.07	
2008	421801	01759	2H	1720578	600306000	25400	0421317	0000000	0421556	AGRSAPCH2MHILL	696.99	0.00	0.00	0.00	696.99	
2008	421801	01759	2H	1720578	600306000	25400	0421317	0000000	0421557	AGRSAPPNNL	2,259.02	0.00	0.00	0.00	2,259.02	
Total for Program Parent/Control Point: 6000000000																
Total for Fund Type: 2H																
2008	421801	01257	EN	1110832	EY5042411	32002	0427072	0001526	0000000		4,848.08	0.00	0.00	0.00	4,848.08	
2008	421801	01257	EN	1110832	EY5042411	32002	0427073	0001526	0000000		4,622.26	0.00	0.00	0.00	4,622.26	
Total for Program Parent/Control Point: EY5042411																
Total for Fund Type: EN																
2010	421801	01050	TF	3184701	HQ1001000	25400	0000000	0000000	0000000		8,381.08	0.00	0.00	0.00	8,381.08	
AY 2010 - EEO/CPA																
2010	421801	01050	TF	3184702	HQ1009000	25400	0000000	0000000	0000000		0.00	1,000.00	-900.00	100.00	100.00	
Total for Program Parent/Control Point: HQ1001000																
Total for Fund Type: TF																
2008	421801	01250	TP	1110832	EY5042411	32002	0427068	0001526	0000000		5,000.00	-5,000.00	0.00	-5,000.00	0.00	
2008	421801	01250	TP	1110832	EY5042411	32002	0427070	0001526	0000000		5,000.00	-4,000.00	0.00	-4,900.00	100.00	
2008	421801	01250	TP	1110832	EY5042411	32002	0427073	0001526	0000000		5,000.00	-4,000.00	0.00	-4,900.00	100.00	
Total for Program Parent/Control Point: EY5042411																
Total for Fund Type: TP																
2008	421801	01250	TP	1110832	EY5042411	32002	0427068	0001526	0000000		12,217.18	0.00	0.00	0.00	12,217.18	
2008	421801	01250	TP	1110832	EY5042411	32002	0427069	0001526	0000000		52,490.85	0.00	0.00	0.00	52,490.85	
2008	421801	01250	TP	1110832	EY5042411	32002	0427073	0001526	0000000		20,009.56	0.00	0.00	0.00	20,009.56	
Total for Program Parent/Control Point: EY5042411																
AY 2010 - Operations																
2010	421801	01250	TP	1110832	EY5042411	32002	0427071	0001526	0000000		10,029.92	0.00	0.00	0.00	10,029.92	
2011	421801	01250	TP	1110832	EY5042411	25400	0000000	0001526	0000000		11,876,163.01	10,000,000.00	2,875,067.03	12,875,067.03	24,753,230.04	
AY 2011 - Operations																
2011	421801	01250	TP	1110832	EY5042411	31003	0000000	0001526	0000000		295,195.25	0.00	0.00	0.00	295,195.25	
2011	421801	01250	TP	1110832	EY5042411	32002	0427069	0001526	0000000		526,959.35	0.00	0.00	0.00	526,959.35	
2011	421801	01250	TP	1110832	EY5042411	32002	0427074	0001526	0000000		179,009.26	0.00	0.00	0.00	179,009.26	
Total for Program Parent/Control Point: EY5042411																
2012	421801	01250	TP	1111557	EY5202410	25400	0000000	0001526	0000000		12,974,074.38	10,000,000.00	2,875,261.03	12,875,261.03	25,849,335.41	
AY 2012 - WCH Operations																
2012	421801	01250	TP	1111557	EY5202410	32002	0421485	0001526	0000000		0.00	263,996,792.03	20,068,744.58	284,065,536.61	284,065,536.61	
AY 2012 - 100-C-7 Power Line Relo (GPP)																
2012	421801	01250	TP	1111557	EY5202410	32002	0427176	0001526	0000000		0.00	1,000,000.00	-1,000,000.00	0.00	0.00	
AY 2012 - 618-11 Interchange																
2012	421801	01250	TP	1111557	EY5202410	32002	0427176	0001526	0000000		0.00	1,000,000.00	-354,258.44	645,741.56	645,741.56	

Financial Plan Report - Detail with Appr Year

RL14655 - Washington Closure Hanford

Report Generated on: August 16, 2012 at 02:38:42 PM

Appr Year	Rpt Entity Code	Fund	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
Total for Program Parent/Control Point: EY5202400															
Total for Fund Type: TP															
Total for Recipient Code: RL															
Total for Reporting Entity: 421801															
Total for RL14655 - Washington Closure Hanford															
											0.00	265,996,792.03	18,714,486.14	284,711,278.17	284,711,278.17
											12,974,074.38	275,996,792.03	21,589,747.17	297,586,539.20	310,560,613.58
											12,992,303.54	275,992,792.03	21,588,847.17	297,581,639.20	310,573,942.74
											12,992,303.54	275,992,792.03	21,588,847.17	297,581,639.20	310,573,942.74
											12,992,561.48	275,992,792.03	21,588,847.17	297,581,639.20	310,574,200.68

This financial plan was generated for the following options: All Excluding WFO