

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
				1 8
2. AMENDMENT/MODIFICATION NO. A033	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 06-07RL14655.003	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Richland Operations Office P. O. Box 550, MSIN A7-80 Richland, WA 99352	CODE	7. ADMINISTERED BY (If other than Item 6) Same as item 6.	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Washington Closure Hanford LLC (WCH) 2620 Fermi Richland, WA 99354			(4)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			√	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-05RL14655
				10B. DATED (SEE ITEM 13) 03/23/05
CODE	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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Attached Appropriation Data

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	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

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.)

A) The amount of funds obligated in clause B.2, Obligation and Availability of Funds, is increased by \$25,060,000.00 from \$248,699,749.56 to \$273,759,070.38

B) The Banking Agreement at Attachment J7 is hereby replaced.

C) Replacement page B-2 and Attachment J7 are provided.

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)	
		Stacie L. Sedgwick, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY Stacie L. Sedgwick (Signature of Contracting Officer)	29 Jan 07

B.2 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) Pursuant to the Section I clause entitled Limitation of Funds, total funds in the amount of \$273,759,070.38 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, 2007.
- (b) 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. 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. The Cost Performance Incentive Fee and Schedule Performance Incentive Fees are each divided into three components: CLIN 1; CLIN 2; and CLIN 3.

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.

Financial Plan Report - Detail

RL14655 - Washington Closure Hanford

Rpt Entity	Fund Leg			Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	BA			Total Available
	Code	FT	Program								Previous	Change	Revised	
421101	00556	3Y	1720331	400408000	25400	0000000	0000000	0420361	AGRDW8993905401-0	13,796.18	0.00	0.00	0.00	13,796.18
Total for Program Parent/Control Point: 400000000										13,796.18	0.00	0.00	0.00	13,796.18
Total for Fund Type: 3Y										13,796.18	0.00	0.00	0.00	13,796.18
421101	01050	TF	1104167	HD1003000	25200	0000000	0000000	0000000		5,866.37	0.00	0.00	0.00	5,866.37
Total for Program Parent/Control Point: HD0000000										5,866.37	0.00	0.00	0.00	5,866.37
Total for Fund Type: TF										5,866.37	0.00	0.00	0.00	5,866.37
421101	01250	TP	1110620	EY1242411	25200	0000000	0001526	0000000		1,066,914.38	0.00	0.00	0.00	1,066,914.38
421101	01250	TP	1110620	EY1242411	25200	0420342	0001526	0000000		93.76	0.00	0.00	0.00	93.76
Total for Program Parent/Control Point: EY1200000										1,067,008.14	0.00	0.00	0.00	1,067,008.14
421101	01250	TP	1110826	EY5042121	25400	0000000	0001521	0000000		24,248.60	0.00	0.00	0.00	24,248.60
Total for Program Parent/Control Point: EY5042121										24,248.60	0.00	0.00	0.00	24,248.60
421101	01250	TP	1110832	EY5042411	25400	0000000	0001526	0000000		6,548,790.23	0.00	0.00	0.00	6,548,790.23
Total for Program Parent/Control Point: EY5042411										6,548,790.23	0.00	0.00	0.00	6,548,790.23
421101	01250	TP	1110791	EY5042440	25400	0000000	0003877	0000000		775,538.26	0.00	0.00	0.00	775,538.26
Total for Program Parent/Control Point: EY5042440										775,538.26	0.00	0.00	0.00	775,538.26
Total for Fund Type: TP										8,415,585.23	0.00	0.00	0.00	8,415,585.23
Total for Recipient Code: RL										8,435,247.78	0.00	0.00	0.00	8,435,247.78
Total for Reporting Entity: 421101										8,435,247.78	0.00	0.00	0.00	8,435,247.78

Financial Plan Report - Detail

RL14655 - Washington Closure Hanford

Rpt Entity	Fund Leg Code FT Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	BA			Total Available
									Previous	Change	Revised	
421801	00555 2Y 1720578	600306000	25200	0421317	0000000	0421510	AGRPNNL-SAP	0.00	0.00	22,818.00	22,818.00	22,818.00
<i>AY 2007 - B Reactor (SAP): Provides PNNL's portion of FY07 funding (\$60K total). Entry corrected to use WHC Rpt Entity.</i>												
421801	00555 2Y 1720578	600306000	25200	0421317	0000000	0421496	AGRSAPCH	0.00	0.00	8,166.00	8,166.00	8,166.00
<i>AY 2007 - B Reactor (SAP): Provides CHG's portion of FY07 funding (\$60K total). Entry corrected to use WHC Rpt Entity.</i>												
421801	00555 2Y 1720578	600306000	25200	0421317	0000000	0421495	AGRSAPFH	0.00	0.00	20,598.00	20,598.00	20,598.00
<i>AY 2007 - B Reactor (SAP): Provides FHI's portion of FY07 funding (\$60K total). Entry corrected to use WHC Rpt Entity.</i>												
Total for Program Parent/Control Point: 600000000								0.00	0.00	51,582.00	51,582.00	51,582.00
Total for Fund Type: 2Y								0.00	0.00	51,582.00	51,582.00	51,582.00
421801	01250 TP 1110462	EW1001206	25200	0420163	0001539	0000000		0.00	0.00	630.00	630.00	630.00
<i>AY 2007 - 1/24/07 - Provide funding for ORP portion of SAP activity (RL14655), B-Reactor Tours.</i>												
421801	01250 TP 1110462	EW1001206	25200	0421317	0000000	0000000		0.00	0.00	1,392.00	1,392.00	1,392.00
<i>AY 2007 - B Reactor (SAP): Provides RL's (\$1.2K) and PNSO's (\$192.00) portion of FY07 funding (\$60K total). Entry corrected to use WHC Rpt Entity.</i>												
Total for Program Parent/Control Point: EW1000000								0.00	0.00	2,022.00	2,022.00	2,022.00
421801	01250 TP 1110832	EY5042411	25200	0421317	0001526	0000000		0.00	0.00	6,396.00	6,396.00	6,396.00
<i>AY 2007 - SAP Allocation for B Reactor Tours</i>												
421801	01250 TP 1110832	EY5042411	25400	0000000	0001526	0000000		0.00	49,950,000.00	25,000,000.00	74,950,000.00	74,950,000.00
<i>AY 2007 - Incremental funding</i>												
Total for Program Parent/Control Point: EY5042411								0.00	49,950,000.00	25,006,396.00	74,956,396.00	74,956,396.00
Total for Fund Type: TP								0.00	49,950,000.00	25,008,418.00	74,958,418.00	74,958,418.00
Total for Recipient Code: RL								0.00	49,950,000.00	25,060,000.00	75,010,000.00	75,010,000.00
Total for Reporting Entity: 421801								0.00	49,950,000.00	25,060,000.00	75,010,000.00	75,010,000.00
Total for RL14655 - Washington Closure Hanford								8,435,247.78	49,950,000.00	25,060,000.00	75,010,000.00	83,445,247.78

SPECIAL FINANCIAL INSTITUTION ACCOUNT(S) AGREEMENT
FOR USE WITH THE
PAYMENTS CLEARED FINANCING ARRANGEMENT

Agreement, effective the 1st day of July 2006, between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as "DOE"), and Washington Closure Hanford LLC as corporation/legal entity, existing under the laws of the State of Delaware (the "Contractor") and U.S. Bank a financial institution corporation existing under the laws of the State of Washington located in Richland, Washington. (hereinafter referred to as "Financial Institution").

I. RECITALS

1. On March 23, 2005, DOE notified Contractor that it was awarded Contract No. DE-AC06-05RL14655. After a subsequent DOE-directed suspension of performance, DOE notified Contractor, on June 1, 2005, that the suspension was lifted and Contract transition effort were to re-commence, beginning June 6, 2005. On the date of March 23, 2005, DOE and the Contractor entered into Contract(s) No. DE-AC06-05RL14655, or a supplemental agreement thereto, providing for the transfer of funds on a payments-cleared basis.
2. DOE requires that amounts transferred to the Contractor under said agreement be deposited in a special demand deposit account or accounts at a financial institution covered by Department of the Treasury – approved Government deposit insurance organizations that are identified in I TFM 6-9000.

These special demand deposits must be kept separate from the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Financial Institution.

3. The special demand deposit account(s) shall be designated: Washington Closure Hanford LLC Account.

II. COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that:

1. The DOE shall have a title to the credit balance in said accounts to secure the repayment of all funds transferred to the Contractor, and said title shall be superior to any lien, title, or claim of the Financial Institution or others with respect to such accounts.
2. The Financial Institution shall be bound by the provisions of said Contract between DOE and the Contractor relating to the transfer of funds into and withdrawal of funds from the above special demand deposit account(s), which are hereby incorporated into this Agreement by reference, but the Financial Institution shall not be responsible for the application of funds properly withdrawn from said Account(s). After receipt by the Financial Institution of written directions from the Contractor, the Financial Institution shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Financial Institution from the Contractor, and purporting to be signed by, or signed at the written direction of the Contractor may, insofar as the rights, duties, and liabilities of the Financial Institution are concerned, shall be considered as having been properly issued and filed with the Financial Institution by the Contractor.

3. DOE, the Contractor, or its authorized representatives, shall have access to financial records maintained by the Financial Institution with respect to such special demand deposit account(s) at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of financial records and any or all memoranda, checks, payments requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution for a period of six (6) years after the final payment under the Agreement.
4. In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account(s), the Financial Institution shall promptly notify the Contractor at:

Mr. William Shingler
Vice President, Chief Financial Officer and Treasurer
3060 George Washington Way
Richland, WA 99354

5. The Contractor shall authorize funds that shall remain available to the extent that obligations have been incurred on good faith there under by the Contractor to the Financial Institution for the benefit of the special demand deposit account(s). The Financial Institution agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero or as administratively possible.

The Financial Institution shall draw funds from an Automated Standard Application for Payment (ASAP) 1031 system account at the Federal Reserve Bank of Richmond (FRB-Richmond) for credit to the Contractor's account. The Financial Institution must determine the cutoff time for processing payments and deposits to ensure same day credit. The draw down is affected by sending an online request for funds (type code 1031) to FRB-Richmond via Fedwire by 5:45 p.m. Eastern time.

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in RFP 20051031 effective January 3, 2006. The Financial Institution agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges" contained in the Financial Institution's aforesaid proposal and attached to this agreement will remain constant during the term of this Agreement. The Financial Institution shall calculate the monthly fees based on services rendered and invoice the Contractor. The Contractor shall issue a check or automated clearing house authorization transfer to the Financial Institution in payment thereof.

6. The Financial Institution shall post collateral, acceptable under Department of the Treasury Circular 176, with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement, less the Department of the Treasury-approved deposit insurance.
7. This Agreement, with all its provisions and covenants, shall be in effect for a term beginning on July 1, 2006 and ending June 30, 2008 with an option to extend for an additional three, one year option periods, unless earlier terminated as provided in this Agreement.
8. DOE, the Contractor, or the Financial Institution may terminate this Agreement at any time within the Agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.

9. DOE or the Contractor may terminate this Agreement at any time upon 30 days written notice to the Financial institution if DOE or the Contractor, or both parties, find that the Financial Institution has failed to substantially perform its obligations under this Agreement or that the Financial Institution is performing its obligations in a manner that precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Contractor's cash resources.
10. Notwithstanding the provisions of Covenants 8 and 9, in the event that the , Contract referenced in Recital 1 between DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Financial Institution shall be terminated automatically upon the delivery of written notice to the Financial Institution.
11. In the event of termination, the Financial Institution agrees to retain the Contractors' special demand deposit accounts(s) for an additional 90-day period to clear outstanding payment items.
12. Contract Contents: In addition to this Schedule, the agreement consists of:
 - i. U.S. Bank Schedule of Institution Processing Charges
 - ii. RFP 20051031

This agreement shall continue in effect for the 90-day additional period, with the exception of the following:

1. Term Agreement (Covenant 7)
2. Termination of Agreement (Covenants 8 and 9)

All terms and conditions of the aforesaid bid submitted by the Financial Institution that are not inconsistent with this 90-day additional term shall remain in effect for this period.

The Financial Institution has submitted the forms entitled "Technical Representations and Certifications", and "Schedule of Financial Institution Processing Charges", These forms have been accepted by the Contractor and the Government and are incorporated herein with the document entitled "Financial Institution's Information on Payments Cleared Financing Arrangement" as an integral part of this Agreement.

III. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement, which consists of five pages, including signature pages, to be executed as of the day and year first above written.

FOR THE CONTRACTOR
WASHINGTON CLOSURE HANFORD LLC

Signature William S. Shingler

Name: William S. Shingler
Title: Vice President, Chief Financial Officer and Treasurer
Date:

FOR THE FINANCIAL INSTITUTION
U.S. BANK

Signature Gail Heinselman

Name: Gail Heinselman, CTP
Title: Vice President, Government Banking Relationship Manager
Date:

FOR THE UNITED STATES OF AMERICA, DOE
WASHINGTON CLOSURE HANFORD SITE

Signature Stacie Sedgwick


Name: Stacie Sedgwick
Title: Contracting Officer
Date: 28 Jun 06

Note

The Contractor, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CONTRACTOR CERTIFICATE

I, Robert B. McPherson, certify that I am the Secretary of the company named as Contractor herein; that William S. Shingler, who signed this Agreement on behalf of the Contractor is an "Authorized Person" of said company; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.


Signature

(Corporate Seal)

Note

Financial Institution, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

FINANCIAL INSTITUTION CERTIFICATE

I, _____, certify that I am the Secretary of the corporation named as Financial Institution herein; that _____ who signed this Agreement on behalf of the Financial Institution is _____ of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Signature

(Corporate Seal)