

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. A054	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 06-06RL14655.014	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		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) 3070 George Washington Way Richland, WA 99354				(4)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
				√	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-05RL14655
CODE					10B. DATED (SEE ITEM 13) 03/23/05
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.

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

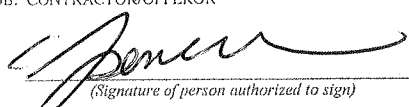

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET 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 and Agreement of the Parties

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 \$397,829.53 from \$597,619,951.05 to \$598,017,780.58. A.1) Increased funding for B-Reactor Roof Repair, Phase I by \$12,071.75 from \$1,185,356.63 to \$1,197,428.38. A.2 Authorized and increased funding for B Reactor Roof Repair, Phase II by 385,757.78 from \$90,262.37 to \$476,020.15. B) Replacement page B-2 is 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) C.G. Spencer, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Linda K. Jarnagin	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 5/5/08	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 5/5/08

B.2 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) Pursuant to the Section I clause entitled Limitation of Funds, total funds in the amount of \$598,017,780.58 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 25, 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.

Site: RL

Report Generated on: April 30, 2008 at 04:57:08 PM

Financial Plan Report - Detail

RL14655 - Washington Closure Hanford

Fiscal Year: 2008
Fiscal Month: 07
Financial Plan Number: 8
Contract Modification Number: A054
Rpt Entity: RL Richland Operations Office

Rpt Entity	Fund Code	Leg FT	Obj Class	Local Use	Project WFO	Legacy B&R	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
421101	00556	3Y	25400	0000000	0000000	400408000	AGRDW8993905401-0	257.94	0.00	0.00	0.00	257.94
Total for Program Parent/Control Point: 4000000000												
Total for Fund Type: 3Y												
421101	01050	TF	25400	0000000	0000000	HA1001000		3,000.00	0.00	0.00	0.00	3,000.00
Total for Program Parent/Control Point: HA00000000												
421101	01050	TF	25200	0000000	0000000	HD1003000		3,047.33	0.00	0.00	0.00	3,047.33
Total for Program Parent/Control Point: HD00000000												
Total for Fund Type: TF												
421101	01250	TP	25200	0420342	0001526	EY1242411		1.70	0.00	0.00	0.00	1.70
421101	01250	TP	25400	0000000	0001526	EY1242411		3,016.79	0.00	0.00	0.00	3,016.79
Total for Program Parent/Control Point: EY12000000												
421101	01250	TP	25400	0000000	0001521	EY5042121		8,765.68	0.00	0.00	0.00	8,765.68
Total for Program Parent/Control Point: EY5042121												
421101	01250	TP	25400	0000000	0001526	EY5042411		1,482.24	0.00	0.00	0.00	1,482.24
Total for Program Parent/Control Point: EY5042411												
421101	01250	TP	25400	0000000	0003877	EY5042440		784,218.27	0.00	0.00	0.00	784,218.27
Total for Program Parent/Control Point: EY5042440												
Total for Fund Type: TP												
Total for Recipient Code: RL												
Total for Reporting Entity: 421101												

Site: RL

Report Generated on: April 30, 2008 at 04:57:08 PM

Financial Plan Report - Detail

RL14655 - Washington Closure Hanford

Fiscal Year: 2008
 Fiscal Month: 07
 Financial Plan Number: 8
 Contract Modification Number: A054
 Rpt Entity: RL Washington Closure Hanford

Rpt Entity	Fund Code	Leg FT	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncoasted Obs	Previous	BA Change	Revised	Total Available
421801	00555	2Y	600306000	25200	0421317	0000000	0421510	AGRPNNL-SAP	9,417.56	0.00	0.00	0.00	9,417.56
421801	00555	2Y	600306000	25200	0421317	0000000	0421496	AGRSAPCH	3,370.33	0.00	0.00	0.00	3,370.33
421801	00555	2Y	600306000	25200	0421317	0000000	0421495	AGRSAPFH	8,501.32	0.00	0.00	0.00	8,501.32
421801	00555	2Y	600306000	25400	0421317	0000000	0421510	AGRPNNL-SAP	0.00	12,093.00	0.00	12,093.00	12,093.00
421801	00555	2Y	600306000	25400	0421317	0000000	0421496	AGRSAPCH	0.00	3,735.00	0.00	3,735.00	3,735.00
421801	00555	2Y	600306000	25400	0421317	0000000	0421495	AGRSAPFH	0.00	10,128.00	0.00	10,128.00	10,128.00
Total for Program Parent/Control Point: 6000000000									21,289.21	25,956.00	0.00	25,956.00	47,245.21
Total for Fund Type: 2Y									21,289.21	25,956.00	0.00	25,956.00	47,245.21
421801	01250	TP	EW1001206	25200	0420163	0001539	0000000		260.02	0.00	0.00	0.00	260.02
421801	01250	TP	EW1001206	25200	0421317	0000000	0000000		574.50	0.00	0.00	0.00	574.50
421801	01250	TP	EW1001206	25400	0420163	0001539	0000000		0.00	351.00	0.00	351.00	351.00
421801	01250	TP	EW1001206	25400	0421317	0001539	0000000		0.00	570.00	0.00	570.00	570.00
Total for Program Parent/Control Point: EW10000000									834.52	921.00	0.00	921.00	1,755.52
421801	01250	TP	EY5042411	25200	0421317	0001526	0000000		2,511.81	0.00	0.00	0.00	2,511.81
421801	01250	TP	EY5042411	25400	0000000	0001526	0000000		21,582,968.40	192,563,290.18	0.00	192,563,290.18	214,136,258.58
421801	01250	TP	EY5042411	25400	0421317	0001526	0000000		0.00	3,033.00	0.00	3,033.00	3,033.00
421801	01250	TP	EY5042411	25400	0421334	0001526	0000000		499,414.00	0.00	397,829.53	397,829.53	897,243.53
Total for Program Parent/Control Point: EY5042411									22,084,894.21	194,060,123.18	397,829.53	194,457,952.71	216,542,846.92
Total for Fund Type: TP									22,085,728.73	194,061,044.18	397,829.53	194,458,873.71	216,544,802.44
421801	00911	YZ	YN1901000	25400	0421317	0000000	0421539	14655	0.00	180.00	0.00	180.00	180.00
Total for Program Parent/Control Point: YN1901000									0.00	180.00	0.00	180.00	180.00
Total for Recipient Code: RL									0.00	180.00	0.00	180.00	180.00
Total for Fund Type: YZ									22,107,017.94	194,087,180.18	397,829.53	194,485,009.71	216,592,027.65
Total for Reporting Entity: 421801									22,107,017.94	194,087,180.18	397,829.53	194,485,009.71	216,592,027.65
Total for RL14655 - Washington Closure Hanford									22,910,807.69	194,087,180.18	397,829.53	194,485,009.71	217,395,817.60