

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE	OF	PAGES
			1		5

2. AMENDMENT/MODIFICATION NO. A097	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 06-09RL14655.019	5. PROJECT NO. (If applicable)
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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. POC is Maria Finan (509) 376-7119	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP- Code) Washington Closure Hanford LLC (WCH) 2620 Fermi Ave. Richland, WA 99354	(✓)	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
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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 data

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


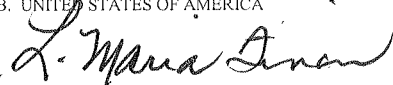
(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET 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 Bilateral IAW 52.243-2, Changes – Cost Reimbursement (Aug 1987) – Alt I (Apr 1984)

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.)

See Page 2

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) L. Maria Finan, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 4/12/09
	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED 2 APR 09

This purpose of this modification is to:

A. Definitize the following Requests for Equitable Adjustment (REAs):

- REA-008, 100-F Orphan and Confirmatory Sites
- REA-031, 100-D Hydraulic Hammer Rig Sample Analysis
- REA-035, Columbia River Component (CRC) - Phase II Rev 1
- REA-040, PRC Transition

The following summarizes negotiated cost and fee for each REA:

	Fee	Cost	Total
REA-008	78,027.00	1,120,313.00	1,198,340.00
REA-031	6,299.00	90,438.00	96,737.00
REA-035	46,761.00	668,239.00	715,000.00
REA-040	9,643.00	137,790.00	147,433.00
Increases to B.1 Table	<u>\$140,730.00</u>	<u>\$2,016,780.00</u>	<u>\$2,157,510.00</u>

B. Funds are NOT being provided for REA-008 and REA-031.

C. Additional funds of \$22,433.00 are obligated for REA-035 and REA-040 are being provided in the amount of \$22,433.00. Funds of \$600,000.00 were provided in modification A061 and funds of \$240,000.00 were provided in modification A062. Total funds provided for REA-0035 and REA-040 now total \$862,433.00. See Attached Financial Plan.

D. As a result of negotiating the costs for the above identified REA's the Target Cost is increased by \$2,016,780.00 and Target Fee is increased by \$140,730.00, making the total negotiated cost for these four REA's equal \$2,157,510.00.

E. Section B, Page B-2, Paragraph B.2 is changed to reflect the obligation of \$22,433.00. Contract amount is changed from \$759,833,900.37 to \$759,856,333.37 for an increase of \$22,433.00.

F. Section B, Table B.1(Incentive Fee Structure) includes replacement Table B.1 (Page B-17) as enclosed. Table B.1, CLIN 1 is changed as follows:

	From	To	Increase of
Cost	\$1,450,388,118.00	\$1,452,404,898.00	\$2,016,780.00
Fee	\$101,527,140.00	\$101,667,870.00	\$140,730.00
Maximum Cost Performance Incentive Fee	\$195,793,228.00	\$196,074,661.00	\$281,433.00

Note: Maximum Cost Performance Incentive Fee had not been updated with previous corresponding changes to Fee. The change in this modification reflects all changes to date for Maximum Cost Performance Incentive Fee.

G. Section B, Table B.2 (Schedule of Quantities and Target Cost) and Section J-1 (River Corridor Closure Contract Work Scope) will be updated in a separate modification.

B.2 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) Pursuant to the Section I clause entitled Limitation of Funds, total funds in the amount of \$759,856,333.37 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, 2009.
- (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.

TABLE B.1 INCENTIVE FEE STRUCTURE

Element	Definition/ Reference	CLIN 1		CLIN 2		CLIN 3		Total
		Date	Amount	Date	Amount	Date	Amount	
Cost Performance Incentive Fee (Target Cost, Target Fee, and Cost Share Ratio)								
<i>Target Cost</i>	Section I clause entitled FAR 52.216-10 <i>Incentive Fee</i> , para. (b)(1)		\$1,452,404,898.		\$184,239,462		\$160,667,073	\$1,797,311,433
<i>Target Fee</i>	Section I clause entitled FAR 52.216-10 <i>Incentive Fee</i> , para. (b)(2)		\$101,667,870		\$12,896,762		\$11,246,695	\$125,811,327
<i>Estimated Incumbent Employee Pension Costs</i>	Section I clause entitled FAR 52.216-10 <i>Incentive Fee</i> , para. (e)(5)		\$23,327,130		\$3,188,270		\$2,447,608	\$28,963,008
<i>Cost Share Ratio (Government/Contractor)</i>	Section I clause entitled FAR 52.216-10 <i>Incentive Fee</i> , para. (e)		80/20		80/20		80/20	80/20
Schedule Performance Incentive Fee								
<i>Completion of Contract Requirements</i>	Fee earned for completion on or before the dates shown:	3/31/2012	\$25.9M	3/31/2012	\$10.9M	3/31/2012	\$3.2M	\$40.0M
		9/30/2012	\$19.4M	9/30/2012	\$8.2M	9/30/2012	\$2.4M	\$30.0M
		3/31/2013	\$15.5M	3/31/2013	\$6.5M	3/31/2013	\$2.0M	\$24.0M
		9/30/2013	\$7.8M	9/30/2013	\$3.2M	9/30/2013	\$1.0M	\$12.0M
		3/31/2014	\$3.9M	3/31/2014	\$1.6M	3/31/2014	\$0.5M	\$6.0M
		9/30/2014	\$2.6M	9/30/2014	\$1.1M	9/30/2014	\$0.3M	\$4.0M
		3/31/2015	\$1.2M	3/31/2015	\$0.6M	3/31/2015	\$0.2M	\$2.0M
		9/30/2015	Zero	9/30/2015	Zero	9/30/2015	Zero	Zero
Total Maximum Incentive Fee								
<i>Maximum Cost Performance Incentive Fee</i>	Maximum total Cost Performance Incentive Fee that may be earned		\$196,074,661 (13.5% of Target Cost)		\$24,872,327 (13.5% of Target Cost)		\$21,690,055 (13.5% of Target Cost)	\$242,637,043 (13.5% of Target Cost)
<i>Maximum Schedule Performance Incentive Fee</i>	Maximum total Schedule Performance Incentive Fee that may be earned		\$25.9M		\$10.9M		\$3.2M	\$40.0M
Total Minimum Incentive Fee								
<i>Minimum Cost Performance Incentive Fee</i>	Minimum total Cost Performance Incentive Fee that may be earned		Zero		Zero		Zero	Zero
<i>Minimum Schedule Performance Incentive Fee</i>	Minimum total Schedule Performance Incentive Fee that may be earned		Zero		Zero		Zero	Zero

Financial Plan Report - Detail

Site: RL
 *** DRAFT ***

RL14655 - Washington Closure Hanford

Rpt Entity	Fund Code	Leg FI	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available	
421801	01250	IP	1110832	25400	0001526	00000000		8,301,480.87	118,835,419.00	22,433.00	118,857,852.00	127,159,332.8	
AY 2009 - REA 035 (\$115K) and REA (-\$92,567), for a net obligation of \$22,433													
								Total for Program Parent/Control Point: EY5042411					
								Total for Fund Type: IP					
								Total for Recipient Code: RL					
								Total for Reporting Entity: 421801					
								Total for RL14655 - Washington Closure Hanford					
								8,301,480.87	118,835,419.00	22,433.00	118,857,852.00	127,159,332.8	
								8,301,480.87	118,835,419.00	22,433.00	118,857,852.00	127,159,332.8	
								8,301,480.87	118,835,419.00	22,433.00	118,857,852.00	127,159,332.8	
								8,301,480.87	118,835,419.00	22,433.00	118,857,852.00	127,159,332.8	
								8,301,480.87	118,835,419.00	22,433.00	118,857,852.00	127,159,332.8	