

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO <b>M003</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>06-05RL14655.502</b>	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.		
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			( <input checked="" type="checkbox"/> ) 9A. AMENDMENT OF SOLICITATION NO.	
			( <input type="checkbox"/> ) 9B. DATED (SEE ITEM 11)	
			( <input checked="" type="checkbox"/> ) 10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC06-05RL14655</b>	
			( <input type="checkbox"/> ) 10B. DATED (SEE ITEM 13) <b>03/23/05</b>	
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)

N/A

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


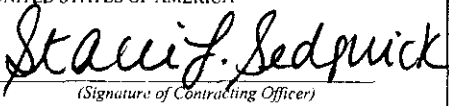
( <input checked="" type="checkbox"/> ) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, 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:
D. OTHER Specify type of modification and authority <b>X Mutual agreement of the parties</b>

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 purpose of this modification is to change Contract clause H.2, PAY AND BENEFITS, paragraph (c), Incumbent Employees; replacement pages H-1 (A) and H-1 (B) 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) <b>Patrick L. Pettiette, President</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Stacie L. Sedgwick</b>
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED <b>8-4-05</b>
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED <b>5 Aug 05</b>

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

#### H.1 INCUMBENT EMPLOYEES HIRING PREFERENCES

The Contractor shall use the transition period to make hiring decisions and to establish the management structures necessary to conduct an employee relations program. In establishing an initial workforce, and through the first six months after Contract award, the Contractor shall give a first preference in hiring for vacancies in non-managerial positions under this Contract to qualified employees employed by the Incumbent Contractors (see definition in Clause H.2 below). This hiring preference takes priority over the hiring preference provided in the Section I clause entitled *DEAR 952.226-74 Displaced Employee Hiring Preference*. It does not apply to the Contractor's hiring of management staff (i.e., first line supervisors and above).

#### H.2 PAY AND BENEFITS

- (a) Employees Covered by the Hanford Site Stabilization Agreement (HSSA). For those employees performing work subject to the Davis-Bacon Act, the Contractor shall comply with all requirements of the HSSA for pension and other benefits in the classifications set forth in the HSSA for work performed at the Hanford Site.
- (b) Incumbent Contractors for the purposes of this clause shall mean Hanford Site Prime Contractors and their subcontractors participating in the Hanford Site Pension Plan (HSPP), The Hanford Site Savings Plan, and the Hanford Employee Welfare Trust (HEWT), at the time of Contract award.
- (c) Incumbent Employees for the purposes of this clause are employees who are: 1) employed by the Incumbent Contractors at Contract award and subsequently employed by the Contractor or the Contractor's proposed preselected subcontractors under this Contract by the close of Contract Transition, or 2) employed by the Incumbent Contractors at Contract award and subsequent to the close of Contract Transition are employed under this Contract through an involuntary transfer of employment. Involuntary transfer of employment is defined for the purposes of this clause as: 1) employment under this Contract as a result of a DOE directed transfer of function, 2) employment under this Contract as a result of interim recognition of an existing collective bargaining agreement in place at the time of contract award covering incumbent employees, or 3) specific conditions approved in advance on a case-by-case basis by the Contracting Officer. Except for the specific cases described in this section, employees will be considered as non-incumbent employees for the purposes of this clause.
- (d) Employee Pay and Benefits
  - (1) Compensation, Pension, and Benefits. The Contractor shall submit, within 30 days of Contract award, a *Human Resources Compensation Plan* demonstrating how the Contractor will comply with the requirements of this Contract. The *Human Resources Compensation Plan* shall describe the Contractor's policies regarding compensation, pensions, and other benefits, and how these policies will encourage highly skilled, motivated, and experienced workers to accept and retain employment.

(2) Pay

- (i) Incumbent employees shall be paid base salary/pay rates that are at least equivalent to the base salary/pay rates being paid to the employees by the incumbent contractors at the time the Contractor offers them employment, if the positions for which they are hired entail duties and responsibilities substantially equivalent to their positions with the Incumbent Contractors.
- (ii) If the base salary/pay rate that an employee is being paid by an incumbent contractor at the time the Contractor offers the employee employment falls above the new maximum base salary/pay rate for the employee's position, the following shall apply: