

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. M073	3. EFFECTIVE DATE See block 16c	4. REQUISITION/PURCHASE REQ. NO. N/A	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. DOE Contracting POC: Richard A. Stimmel (509) 376-2882		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Washington Closure Hanford LLC (WCH) 2620 Fermi Avenue Richland, Washington 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			

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.**

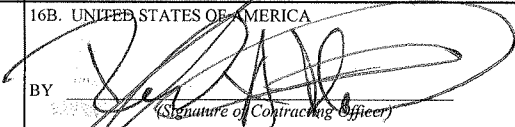
(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET 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) Unilateral, DEAR Clause 970.5204-2 Laws, Regulations and DOE Directives and Contract Para H.25 Key Personnel

E. IMPORTANT: Contractor is not, is required to sign this document and return 0 copies to the issuing office.

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

- A. To update Section J-2, DOE Directives Applicable to the River Corridor Closure Contract, with approved additions and deletions. See Page 2 of this modification for addition and deletions. Replacement pages J-2 to J-4 are provided.
- B. To correct contract paragraph H.25, Key Personnel. Modification M067 inadvertently reverted the Field Remediation Manager back to Rick Donahue. The Field Remediation Manager is Thomas Foster as approved in modification M056. Replacement page H-19 is provided for clarification
- C. To update contract paragraph H.26, Responsible Corporate Official, from Stephen Piccolo to William Poulson. Replacement page H-20 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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Richard A. Stimmel, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED M 0 V 5, 2008
(Signature of person authorized to sign)			

The following are hereby deleted:

CRD O 205.1 (Supplemented Rev. 2)	Department of Energy Cyber Security Management Program
CRD N 205.2	Foreign National Access to DOE Cyber Systems
CRD N 205.3	Password Generation, Protection and Use
CRD O 221.1	Reporting Fraud, Waste and Abuse
CRD O 221.2	Cooperation with the Office of Inspector General
CRD O 226.1 (Supplemented Rev 0)	Implementation of Department of Energy Oversight Policy
CRD M 231.1-2 (Supplemented Rev. 6)	Occurrence Reporting and Processing of Operations Information
CRD O 440.2B	Aviation Management and Safety
CRD O 450.1, Chg 2	Environmental Protection Program
CRD O 460.2, Chg 1 (Supplemented Rev. 0 including specific clarification 1)	Departmental Materials, Transportation, and Packaging Management
CRD O 551.1B (Supplemented Rev. 0)	Official Foreign Travel
CRD 5480.19, Chg 2 (Supplemented Rev. 3)	Conduct of Operations Requirements for DOE Facilities

The following are hereby added:

CRD O 205.1A (Supplemented Rev. 1)	DOE Cyber Security Management Program
CRD M 205.1-5	Cyber Security Process Requirements Manual
CRD N 206.5	Response and Notification Procedures for Data Breaches Involving Personally Identifiable Information
CRD O 221.1A	Reporting Fraud, Waste and Abuse
CRD O 221.2A	Cooperation with the Office of Inspector General
CRD O 226.1a (Supplemented Rev 0)	Implementation of Department of Energy Oversight Policy
CRD M 231.1-2 (Supplemented Rev. 7)	Occurrence Reporting and Processing of Operations Information
CRD N 234.1	Reporting of Radioactive Sealed Sources
CRD O 450.1, Admin Chg 1 (Supplemented Rev. 1)	Environmental Protection Program
CRD O 460.2A (Supplemented Rev. 0)	Departmental Materials, Transportation, and Packaging Management
CRD O 551.1C	Official Foreign Travel
CRD O 5480.19, Chg 2 (Supplemented Rev. 4)	Conduct of Operations Requirements for DOE Facilities

ATTACHMENT J-2 DOE DIRECTIVES APPLICABLE TO THE RIVER CORRIDOR CLOSURE CONTRACT

The DOE Directives found in the following list constitute the *List B – List of Applicable Directives*, referenced in the Section I clause entitled *Laws, Regulations, and DOE Directives*. The Contractor should follow the established procedure to obtain relief from requirements of these directives where applicable.

It is anticipated during the performance of this Contract that the conditions for applicability of certain DOE Directives may no longer exist. In any such situation where the Contractor seeks relief from the requirements of such DOE Directives, the Contractor may notify the Contracting Officer in writing explaining the reasons for its belief that the DOE Directives no longer apply to contract performance. The Contracting Officer may determine the conditions for applicability of a DOE Directive still exist, and may direct the Contractor to continue compliance with the DOE Directive. Additionally, even without such direction by the Contracting Officer, if the conditions for applicability of a DOE Directive once again arise, the DOE Directive will immediately become applicable once again.

LIST B: APPLICABLE DOE DIRECTIVES

The following is an all-inclusive list of applicable DOE Directives.

*Those directives marked “Supplemented” are DOE-RL Contract Requirements Documents (CRDs) that are in addition to the DOE-Headquarters (HQ) CRDs. The RL supplemental requirements apply in addition to the DOE CRDs. Any specific clarifications or requirements do not apply unless otherwise noted.

Directive Identifier	Title
CRD O 110.3A (Supplemented Rev. 0)	Conference Management
CRD M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board
DOE P 141.1	DOE Management of Cultural Resources
CRD O 142.2A	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
CRD O 142.3, Chg 1 (Supplemented Rev. 0)	Unclassified Foreign Visits and Assignments
CRD O 151.1C	Comprehensive Emergency Management System
CRD O 200.1	Information Management Program
CRD O 205.1A (Supplemented Rev. 1)	DOE Cyber Security Management Program
CRD M 205.1-1 (Supplemented Rev. 0)	Incident Prevention, Warning, and Response (IPWAR) Manual
CRD M 205.1-2	Clearing, Sanitization, and Destruction of Information System Storage Media, Memory Devices, and Related Hardware Manual
CRD M 205.1-5	Cyber Security Process Requirements Manual
CRD N 206.4 (Supplemented Rev. 0)	Personal Identity Verification
CRD N 206.5	Response and Notification Procedures for Data Breaches Involving Personally Identifiable Information

Directive Identifier	Title
CRD O 210.2 (Supplemented Rev. 0)	DOE Corporate Operating Experience Program
CRD O 221.1A	Reporting Fraud, Waste and Abuse
CRD O 221.2A	Cooperation with the Office of Inspector General
CRD O 225.1A (Supplemented Rev. 0)	Accident Investigations
CRD O 226.1a (Supplemented Rev. 0)	Implementation of Department of Energy Oversight Policy
CRD M 231.1-1A, Chg 2	Environment, Safety and Health Reporting Manual
CRD M 231.1-2 (Supplemented Rev. 7)	Occurrence Reporting and Processing of Operations Information
CRD N 234.1	Reporting of Radioactive Sealed Sources
CRD O 241.1A, Chg 1	Scientific and Technical Information Management
CRD O 243.1	Records Management Program
CRD O 251.1B	Directives System
CRD M 251.1-1B	Directives System Manual
CRD O 350.1, Chg 1	Contractor Human Resource Management Programs
CRD O 413.1A	Management Control Program
CRD O 413.3A	Program and Project Management for the Acquisition of Capital Assets
CRD O 414.1C	Quality Assurance
CRD O 420.1B (Supplemented Rev. 1)	Facility Safety
CRD O 425.1C (Supplemented Rev. 1)	Startup and Restart of Nuclear Facilities
CRD O 430.1B	Real Property Asset Management
CRD O 430.2A	Departmental Energy and Utilities Management
CRD O 433.1A (Supplemented Rev. 1)	Maintenance Management Program for DOE Nuclear Facilities
CRD O 435.1, Chg 1 (Supplemented Rev. 0)	Radioactive Waste Management
CRD M 440.1-1A, Sections 16 and 17 only (Supplemented Rev. 0)	DOE Explosives Safety Manual
CRD O 442.1A (Supplemented Rev. 1)	Department of Energy Employee Concerns Program
CRD M 442.1-1	Differing Professional Opinions Manual for Technical Issues Involving Environment, Safety and Health
CRD O 450.1, Admin Chg 1 (Supplemented Rev. 1)	Environmental Protection Program
CRD M 450.4-1	Integrated Safety Management System Manual
CRD O 460.1B	Packaging and Transportation Safety

Directive Identifier	Title
CRD O 460.2A (Supplemented Rev. 0)	Departmental Materials, Transportation, and Packaging Management
CRD M 460.2-1	Radioactive Material Transportation Practices Manual
CRD O 470.2B (Supplemented Rev. 2)	Independent Oversight and Performance Assurance Program
CRD M 470.4-1, Chg 1 (Supplemented Rev. 0)	Safeguards and Security Program Planning and Management
CRD M 470.4-2, Chg 1 (Supplemented Rev. 3)	Physical Protection
CRD M 470.4-4	Information Security
CRD M 470.4-5	Personnel Security
CRD M 470.4-6, Chg 1 (Supplemented Rev. 0)	Nuclear Material Control and Accountability
CRD O 471.1A (Supplemented Rev. 0)	Identification and Protection of Unclassified Controlled Nuclear Information
CRD O 471.3 (Supplemented Rev. 1)	Identifying and Protecting Official Use Only Information
CRD M 471.3-1	Manual for Identifying and Protecting Official Use Only Information
CRD O 534.1B	Accounting
CRD O 551.1C	Official Foreign Travel
DOE O 5400.5, Chg 2	Radiation Protection of the Public and the Environment
CRD O 5480.19, Chg 2 (Supplemented Rev. 4)	Conduct of Operations Requirements for DOE Facilities
CRD O 5480.20A, Chg 1 (Supplemented Rev. 1)	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities
DOE/RL-0223	RL Emergency Implementing Procedures
DOE/RL-96-68, Rev. 2	Hanford Analytical Services Quality Assurance Requirements Documents
DOE/RL-94-02, Rev. 2	Hanford Emergency Management Plan
Final DOE/RL-2002-12, dated September 2001	Hanford Site Radiological Health and Safety Manual
RRD005 Rev. 3	Worker Safety
RRD006 Rev. 0	Contractor Support to RL Implementation of DOE Order 470.3A, Design Basis Threat Policy
SCSP, July 5, 2005	Site Counterintelligence Support Plan

or substitution shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion or substitution and such ratification shall constitute the consent of the Contracting Officer required by this clause. Unless approved in writing by the Contracting Officer, no Key Personnel position will remain unfilled by a permanent replacement for more than 60 days. The Key Personnel list shall be amended during the course of the Contract to add or delete Key Personnel as appropriate and approved by the Contracting Officer.

- (a) Anytime the overall RCC Project Manager is replaced or removed for any reason under the Contractor's control within two (2) years of being placed in the position, Earned and Interim Fee will be reduced by \$1,000,000. In addition, each time any of the other Key Personnel proposed (except the Transition Manager) are replaced or removed for any reason under the Contractor's control within two (2) years of being placed in the position, Earned and Interim Fee will be reduced by \$500,000 for each removed or replaced individual.
- (b) The Contractor may request, in writing, that the Contracting Officer waive all or part of a reduction, if special circumstances exist. The Contracting Officer shall have sole unilateral discretion to waive or not waive all or part of a reduction.

The following is a list of Key Personnel for this Contract:

Name	Position
Charles Spencer	Project Manager
Raymond Skwarek	SQH Manager
Bobby Smith	D4 Closure/Reactor ISS Closure Manager
Thomas A. Foster	Field Remediation Closure Manager
Bruce Covert	Waste Operations Manager
Thomas Wintczak	Project Integration Manager
Bill Shingler	Project Services Manager
Wayne Johnson	Environmental Protection Manager

H.26 RESPONSIBLE CORPORATE OFFICIAL

The Contractor shall provide a Guarantee of performance from its parent company in the form set forth in Section J, Attachment J-3. If the Contractor is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of this procurement, the parent companies of all the entities forming the new entity shall all provide Guarantees, which Guarantees shall provide for joint and severable liability for the performance of the Contractor. In the event any of the signatories to the Guarantee of performance enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer. Notwithstanding the provisions of this clause, the Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Contractor and who is accountable for the performance of the Contractor, regarding Contractor performance issues.

Name:	William G. Poulson
Position:	Executive Vice President of Performance Assurance
Company/Organization:	Energy & Environment Business Unit URS Corporation/Washington Division
Address:	106 Newberry St. SW, Aiken, SC 29801
Phone:	803-208-3205
Facsimile:	803-502-9795
Email:	William.Poulson@wgint.com

Should the responsible corporate official change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change in the individual to contact.

H.27 MENTOR-PROTÉGÉ PROGRAM

- (a) Both the DOE and the Small Business Administration (SBA) have established Mentor-Protégé Programs to encourage Federal prime contractors to assist small businesses, firms certified under Section 8(a) of the Small Business Act by the SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning, and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. Within 90 days of contract award and continuing throughout the Contract period of performance, the Contractor shall mentor at least one active Protégé company through the DOE and/or SBA Mentor-Protégé Programs. Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract.
- (b) DOE Mentor-Protégé Agreements shall be in accordance with Department of Energy Regulation (DEAR) 919.70.
- (c) SBA Mentor-Protégé Agreements shall be in accordance with applicable SBA regulations.

H.28 SMALL BUSINESS SUBCONTRACTING FEE REDUCTION

The Small Business Subcontracting Plan, incorporated into this Contract as Section J, Attachment J-4, contains percentage goals for awarding of subcontracts to small business