

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 22
2. AMENDMENT/MODIFICATION NO. 105	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11EM001841	5. PROJECT NO. (If applicable)
6. ISSUED BY Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352	CODE 00603	7. ADMINISTERED BY (If other than Item 6) Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 MS: H6-60 Richland WA 99352	CODE 00603
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WASHINGTON RIVER PROTECTION SOLUTIONS LLC Attn: DUANE SCHMOKER PO BOX 73 720 PARK BLVD BOISE ID 837290001		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 806500521 FACILITY CODE		X	9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-08RV14800
			10B. DATED (SEE ITEM 13) 05/29/2008

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 _____ copies 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE 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 date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

CHECK ONE	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2, Changes-Cost Reimbursement (AUG 1987)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The purpose of this modification is to make certain changes to the contract (See continuation pages).
 FOB: Destination
 Period of Performance: 06/20/2008 to 09/30/2013

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) <i>Akel B. Dunning Contract Manager</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan E. Bechtol
15B. CONTRACTOR/OFFEROR <i>(Signature)</i>	16B. UNITED STATES OF AMERICA <i>(Signature)</i>
15C. DATE SIGNED 4/18/11	16C. DATE SIGNED 04/18/2011

Purpose of Modification:

The purpose of this modification is to do the following:

1. Definitize the contract Change Order issued in modification 084 to implement the removal of the Californium Sources.

The addition of this new requirement increases the cost of CLIN 1 by \$298,254 and increases fee in the amount of \$26,843, for a total increase in contract value of \$325,097.

2. Update Section J, Attachment J.2, Table J.2.8, *Directives, Regulations, Policies, and Standards*, to add DOE Order 422.1, Conduct of Operations.

The addition of this DOE Order increases the cost of CLIN 1 by \$128,648 and increases fee in the amount of \$8,228, for a total increase in contract value of \$136,876 (See B-4 Table changes below).

The change is as follows:

FROM:

DOE O 420.1B	Facility Safety
DOE O 425.1C	Startup and Restart of Nuclear Facilities

TO:

DOE O 420.1B	Facility Safety
DOE O 422.1	Conduct of Operations
DOE O 425.1C	Startup and Restart of Nuclear Facilities

3. Update Section J, Attachment J.2, Table J.2.8, *Directives, Regulations, Policies, and Standards*, to add DOE Order 426.2, Personnel Selection, Training, Qualification and Certification Requirements.

The addition of this DOE Order increases the cost of CLIN 1 by \$601,992 and increases fee in the amount of \$45,089, for a total increase in contract value of \$647,081 (See B-4 Table Changes below).

The change is as follows:

FROM:

DOE O 425.1C	Startup and Restart of Nuclear Facilities
DOE O 430.1B Chg 1	Real Property Asset Management

TO:

DOE O 425.1C	Startup and Restart of Nuclear Facilities
DOE O 426.2	Personnel Selection, Training, Qualification, and Certification Requirements
DOE O 430.1B Chg 1	Real Property Asset Management

4. Incorporate costs and fee to implement DOE Order 450.1A, Environmental Protection Program.

The addition of this DOE Order increases the costs of CLIN 1 by \$26,890 and increases fee in the amount of \$2,026, for a total increase in contract value of \$28,916 (See B-4 Table Changes below).

5. As a result of incorporating the costs to implement DOE O 422.1, 426.2, 450.1A, and the Disposition of Californium Sources, the Total Contract Price is increased by \$1,137,970, from \$7,100,247,000 to \$7,101,383,000. The following costs will be added to Section B, Table B.4-1 CLIN 1 and Total Contract Price:

Name	FY11	FY12	FY13	Total Base	FY14	FY15	FY16	Total Opt 1	FY17	FY18	Total Opt 2	TOTAL Contract
DOE O 422.1 Conduct of Operations												
CLIN 1 -Cost	128,648	0	0	128,648	0	0	0	0	0	0	0	128,648
FEE	<u>8,228</u>	<u>0</u>	<u>0</u>	8,228	<u>0</u>	<u>0</u>	<u>0</u>	0	<u>0</u>	<u>0</u>	0	8,228
Total	136,876	0	0	136,876	0	0	0	0	0	0	0	136,876
DOE O 426.2 Personnel Selection												
CLIN 1 -Cost	226,673	42,765	43051	312,489	45800	52596	65635	164,031	62800	62672	125,472	601,992
FEE	<u>16,940</u>	<u>3,208</u>	<u>3229</u>	23,377	<u>3435</u>	<u>3945</u>	<u>4922</u>	12,302	<u>4710</u>	<u>4700</u>	9,410	45,089
Total Cost & Fee	243,613	45,973	46,280	335,866	49,235	56,541	70,557	176,333	67,510	67,372	134,882	647,081
DOE 450.1A Environmental Protection												
CLIN 1 -Cost	26,890	0	0	26,890	0	0	0	0	0	0	0	26,890
FEE	<u>2,026</u>	<u>0</u>	<u>0</u>	2,026	<u>0</u>	<u>0</u>	<u>0</u>	0	<u>0</u>	<u>0</u>	0	2,026
Total	28,916	0	0	28,916	0	0	0	0	0	0	0	28,916
Californium Sources Disposition												
CLIN 1 -Cost	350,061	-7,117	-8,938	334,006	-8,938	-8,938	-8,938	-26,814	-8,938	0	-8,938	298,254
FEE	<u>31,505</u>	<u>-642</u>	<u>-804</u>	30,059	<u>-804</u>	<u>-804</u>	<u>-804</u>	-2,412	<u>-804</u>	<u>0</u>	-804	26,843
Total	381,566	-7,759	-9,742	364,065	-9,742	-9,742	-9,742	-29,226	-9,742	0	-9,742	325,097
CLIN 1 COSTS	732,271	35,648	34,113	802,032	36,862	43,658	56,697	137,217	53,862	62,672	116,534	1,055,783
CLIN 1 FEE	58,700	2,566	2,425	63,691	2,631	3,141	4,118	9,890	3,906	4,700	8,606	82,187
CLIN 1 TOTAL	790,971	38,214	36,538	865,723	39,493	46,799	60,815	147,107	57,768	67,372	125,140	1,137,970

6. Update Section B, Table B.4-1 CLIN 1 and Total Contract Price to incorporate the costs to implement DOE O 422.1, DOE O 426.2, DOE O 450.1A, and the Disposition of Californium Sources. The change is as follows:

FROM:

Transition Period – FY 2008							
CLIN 1 Base Operations	Sub-CLIN 1.1	5,494					
	Contract Cost	5,494					
Totals	Contract Price	5,494					
Base Period							
		FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	Totals
CLIN 1 Base Operations	Sub-CLIN 1.2	<u>133,782</u>	<u>126,645</u>	<u>128,459</u>	<u>135,021</u>	<u>148,187</u>	<u>672,094</u>
	Sub-CLIN 1.3	14,120	14,379	16,681	17,434	17,899	80,513
CLIN 2 SST Retrieval and Closure	Sub-CLIN 2.1	39,375	27,939	42,292	55,615	66,336	231,557
	Sub-CLIN 2.2	<u>12,017</u>	<u>14,205</u>	<u>15,794</u>	<u>21,489</u>	<u>13,246</u>	<u>76,751</u>
CLIN 3 WTP Support	Sub-CLIN 3.1	9,605	15,584	21,041	17,553	21,056	84,389
	Sub-CLIN 3.2	3,045	3,115	3,187	3,247	3,335	15,929
	Sub-CLIN 3.3	926	0	830	4,272	1,350	7,378
	Sub-CLIN 3.4	16,536	17,333	23,879	19,024	15,145	91,917
CLIN 4 Supplemental Treatment	Sub-CLIN 4.1	49,228	37,388	19,799	13,895	4,689	124,999
	Sub-CLIN 4.2	0	0	22	308	6,353	6,683

	Sub-CLIN 4.3	0	101	382	389	9,149	10,021
	Sub-CLIN 4.4	0	104	396	471	676	1,647
	Sub-CLIN 4.5	9,533	5,686	17,008	9,751	9,932	51,910
CLIN 5 <i>Early Feed and Operation of WTP LAW Facility</i>	Sub-CLIN 5.1	34,118	6,848	2,674	1,973	2,648	48,261
	Sub-CLIN 5.2	0	34,417	49,008	43,452	35,379	162,256
	Sub-CLIN 5.3	0	0	0	0	0	0
	Sub-CLIN 5.4	0	0	0	0	0	0
CLIN 6 <i>Pension and Welfare Plans</i>	Sub-CLIN 6.1	20,036	21,877	23,836	25,948	27,376	119,073
	Sub-CLIN 6.2	100,827	113,582	117,716	126,066	122,161	580,352
Base Contract Sub-Totals	Contract Cost	<u>443,148</u>	<u>439,203</u>	<u>483,004</u>	<u>495,908</u>	<u>504,917</u>	<u>2,366,180</u>
	Available Fee	<u>16,187</u>	<u>24,604</u>	<u>22,748</u>	<u>27,008</u>	<u>23,137</u>	<u>113,684</u>
	Contract Price	<u>459,335</u>	<u>463,807</u>	<u>505,752</u>	<u>522,916</u>	<u>528,054</u>	<u>2,479,864</u>
CLIN 7 <i>American Recovery and Reinvestment Act (ARRA) Workscope</i>	Sub-CLIN 7.1	29,362	89,029	63,680	0	0	182,071
	Sub-CLIN 7.2	2,661	17,260	11,791	0	0	31,712
	Sub-CLIN 7.3	5,756	26,731	26,448	0	0	58,935
	Sub-CLIN 7.4	0	0	0	0	0	0
	Sub-CLIN 7.5	539	6,943	3,268	0	0	10,750
	Sub-CLIN 7.6	0	10,832	7,213	0	0	18,045
ARRA Sub-Totals	ARRA Cost	38,318	150,795	112,400	0	0	301,513
	ARRA Fee	2,853	11,180	8,309	0	0	22,342
	ARRA Price	41,171	161,975	120,709	0	0	323,855
Totals	Contract Cost	<u>481,466</u>	<u>589,998</u>	<u>595,404</u>	<u>495,908</u>	<u>504,917</u>	<u>2,667,693</u>
	Available Fee	<u>19040</u>	<u>35,784</u>	<u>31,057</u>	<u>27,008</u>	<u>23,137</u>	<u>136,026</u>

	Contract Price	<u>500,506</u>	<u>625,782</u>	<u>626,461</u>	<u>522,916</u>	<u>528,054</u>	<u>2,803,719</u>
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Option Period 1					
		FY 2014	FY 2015	FY 2016	Totals
CLIN 1 Base Operations	Sub-CLIN 1.2	<u>141,035</u>	99,653	137,259	<u>377,947</u>
	Sub-CLIN 1.3	17,860	18,271	15,561	51,692
CLIN 2 SST Retrieval and Closure	Sub-CLIN 2.1	53,361	62,089	73,809	189,259
	Sub-CLIN 2.2	<u>14,255</u>	<u>14,815</u>	<u>7,772</u>	<u>36,842</u>
CLIN 3 WTP Support	Sub-CLIN 3.1	23,597	17,359	19,307	60,263
	Sub-CLIN 3.2	3,412	3,220	3,307	9,939
	Sub-CLIN 3.3	3,676	17,845	35,469	56,990
	Sub-CLIN 3.4	15,801	15,530	8,561	39,892
CLIN 4 Supplemental Treatment	Sub-CLIN 4.1	0	0	0	0
	Sub-CLIN 4.2	8,559	17,298	17,745	43,602
	Sub-CLIN 4.3	12,086	22,176	33,154	67,416
	Sub-CLIN 4.4	8,002	45,545	284,921	338,468
	Sub-CLIN 4.5	3,409	2,944	0	6,353
CLIN 5 Early Feed and Operation of WTP LAW Facility	Sub-CLIN 5.1	436	0	0	436
	Sub-CLIN 5.2	10,092	21,416	21,908	53,416
	Sub-CLIN 5.3	0	0	0	0
	Sub-CLIN 5.4	90,880	124,209	127,237	342,326
CLIN 6 Pension and Benefit Plans	Sub-CLIN 6.1	29,972	32,846	36,029	98,847
	Sub-CLIN 6.2	123,155	118,010	113,995	355,160

Totals	Contract Cost	<u>559,588</u>	<u>633,226</u>	<u>936,034</u>	<u>2,218,848</u>
	Available Fee	<i>TBD by DOE</i>	<i>TBD by DOE</i>	<i>TBD by DOE</i>	<u>115,268</u>
	Contract Price	Total	Total	Total	<u>2,244,117</u>

Option Period 2				
		FY 2017	FY 2018	Totals
CLIN 1 Base Operations	Sub-CLIN 1.2	<u>171,064</u>	<u>162,769</u>	<u>333,833</u>
	Sub-CLIN 1.3	13,881	14,543	28,424
CLIN 2 SST Retrieval and Closure	Sub-CLIN 2.1	69,902	43,482	113,384
	Sub-CLIN 2.2	3,783	2,357	6,140
CLIN 3 WTP Support	Sub-CLIN 3.1	9,705	4,009	13,714
	Sub-CLIN 3.2	3,356	3,420	6,776
	Sub-CLIN 3.3	25,165	19,552	44,717
	Sub-CLIN 3.4	13,086	17,239	30,325
CLIN 4 Supplemental Treatment	Sub-CLIN 4.1	0	0	0
	Sub-CLIN 4.2	18,102	9,790	27,892
	Sub-CLIN 4.3	0	0	0
	Sub-CLIN 4.4	448,611	268,471	717,082
	Sub-CLIN 4.5	0	0	0
CLIN 5 Early Feed and Operation of WTP LAW Facility	Sub-CLIN 5.1	0	0	0
	Sub-CLIN 5.2	22,412	22,928	45,340
	Sub-CLIN 5.3	0	0	0
	Sub-CLIN 5.4	131,281	134,315	265,596

CLIN 6 <i>Pension and Benefit Plans</i>	Sub-CLIN 6.1	39,561	43,479	83,040
	Sub-CLIN 6.2	109,913	106,517	216,430
Totals	Contract Cost	<u>1,079,822</u>	<u>852,871</u>	<u>1,932,693</u>
	Available Fee	TBD by DOE	TBD by DOE	114,224
	Contract Price	Total	Total	<u>2,046,917</u>

Contract Totals		
Total: Transition, Base & Option Periods	Contract Cost	<u>6,734,729</u>
	Available Fee	<u>365,518</u>
	Contract Price	<u>7,100,247</u>

TO:

Transition Period – FY 2008							
CLIN 1 Base Operations	Sub-CLIN 1.1	5,494					
Totals	Contract Cost	5,494					
	Contract Price	5,494					
Base Period							
		FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	Totals
CLIN 1 Base Operations	Sub-CLIN 1.2	<u>133,782</u>	<u>126,645</u>	<u>129,191</u>	<u>135,056</u>	<u>148,221</u>	<u>672,896</u>
	Sub-CLIN 1.3	14,120	14,379	16,681	17,434	17,899	80,513

CLIN 2 SST Retrieval and Closure	Sub-CLIN 2.1	39,375	27,939	42,292	55,615	66,336	231,557
	Sub-CLIN 2.2	12,017	14,205	15,794	21,489	13,246	76,751
CLIN 3 WTP Support	Sub-CLIN 3.1	9,605	15,584	21,041	17,553	21,056	84,389
	Sub-CLIN 3.2	3,045	3,115	3,187	3,247	3,335	15,929
	Sub-CLIN 3.3	926	0	830	4,272	1,350	7,378
	Sub-CLIN 3.4	16,536	17,333	23,879	19,024	15,145	91,917
CLIN 4 Supplemental Treatment	Sub-CLIN 4.1	49,228	37,388	19,799	13,895	4,689	124,999
	Sub-CLIN 4.2	0	0	22	308	6,353	6,683
	Sub-CLIN 4.3	0	101	382	389	9,149	10,021
	Sub-CLIN 4.4	0	104	396	471	676	1,647
	Sub-CLIN 4.5	9,533	5,686	17,008	9,751	9,932	51,910
CLIN 5 Early Feed and Operation of WTP LAW Facility	Sub-CLIN 5.1	34,118	6,848	2,674	1,973	2,648	48,261
	Sub-CLIN 5.2	0	34,417	49,008	43,452	35,379	162,256
	Sub-CLIN 5.3	0	0	0	0	0	0
	Sub-CLIN 5.4	0	0	0	0	0	0
CLIN 6 Pension and Welfare Plans	Sub-CLIN 6.1	20,036	21,877	23,836	25,948	27,376	119,073
	Sub-CLIN 6.2	100,827	113,582	117,716	126,066	122,161	580,352
Base Contract Sub-Totals	Contract Cost	<u>443,148</u>	<u>439,203</u>	<u>483,736</u>	<u>495,943</u>	<u>504,951</u>	<u>2,366,982</u>
	Available Fee	<u>16,187</u>	<u>24,604</u>	<u>22,807</u>	<u>27,011</u>	<u>23,139</u>	<u>113,747</u>
	Contract Price	<u>459,335</u>	<u>463,807</u>	<u>506,543</u>	<u>522,954</u>	<u>528,090</u>	<u>2,480,730</u>
CLIN 7 American	Sub-CLIN 7.1	29,362	89,029	63,680	0	0	182,071
	Sub-CLIN 7.2	2,661	17,260	11,791	0	0	31,712

Recovery and Reinvestment Act (ARRA) Workscope	Sub-CLIN 7.3	5,756	26,731	26,448	0	0	58,935
	Sub-CLIN 7.4	0	0	0	0	0	0
	Sub-CLIN 7.5	539	6,943	3,268	0	0	10,750
	Sub-CLIN 7.6	0	10,832	7,213	0	0	18,045
ARRA Sub-Totals	ARRA Cost	38,318	150,795	112,400	0	0	301,513
	ARRA Fee	2,853	11,180	8,309	0	0	22,342
	ARRA Price	41,171	161,975	120,709	0	0	323,855
Totals	Contract Cost	<u>481,466</u>	<u>589,998</u>	<u>596,136</u>	<u>495,943</u>	<u>504,951</u>	<u>2,668,495</u>
	Available Fee	<u>19,040</u>	<u>35,784</u>	<u>31,116</u>	<u>27,011</u>	<u>23,139</u>	<u>136,089</u>
	Contract Price	<u>500,506</u>	<u>625,782</u>	<u>627,252</u>	<u>522,954</u>	<u>528,090</u>	<u>2,804,585</u>

Option Period 1						
		FY 2014	FY 2015	FY 2016	Totals	
CLIN 1	Base Operations	Sub-CLIN 1.2	<u>141,072</u>	<u>99,697</u>	<u>137,316</u>	<u>378,084</u>
		Sub-CLIN 1.3	17,860	18,271	15,561	51,692
CLIN 2	SST Retrieval and Closure	Sub-CLIN 2.1	53,361	62,089	73,809	189,259
		Sub-CLIN 2.2	14,255	14,815	7,772	36,842
CLIN 3	WTP Support	Sub-CLIN 3.1	23,597	17,359	19,307	60,263
		Sub-CLIN 3.2	3,412	3,220	3,307	9,939
		Sub-CLIN 3.3	3,676	17,845	35,469	56,990
		Sub-CLIN 3.4	15,801	15,530	8,561	39,892
CLIN 4	Supplemental Treatment	Sub-CLIN 4.1	0	0	0	0
		Sub-CLIN 4.2	8,559	17,298	17,745	43,602

	Sub-CLIN 4.3	12,086	22,176	33,154	67,416
	Sub-CLIN 4.4	8,002	45,545	284,921	338,468
	Sub-CLIN 4.5	3,409	2,944	0	6,353
CLIN 5 Early Feed and Operation of WTP LAW Facility	Sub-CLIN 5.1	436	0	0	436
	Sub-CLIN 5.2	10,092	21,416	21,908	53,416
	Sub-CLIN 5.3	0	0	0	0
	Sub-CLIN 5.4	90,880	124,209	127,237	342,326
CLIN 6 Pension and Benefit Plans	Sub-CLIN 6.1	29,972	32,846	36,029	98,847
	Sub-CLIN 6.2	123,155	118,010	113,995	355,160
Totals	Contract Cost	<u>559,625</u>	<u>633,270</u>	<u>936,091</u>	<u>2,128,985</u>
	Available Fee	TBD by DOE	TBD by DOE	TBD by DOE	<u>115,278</u>
	Contract Price	Total	Total	Total	<u>2,244,264</u>

Option Period 2				
		FY 2017	FY 2018	Totals
CLIN 1 Base Operations	Sub-CLIN 1.2	<u>171,118</u>	<u>162,832</u>	<u>333,950</u>
	Sub-CLIN 1.3	13,881	14,543	28,424
CLIN 2 SST Retrieval and Closure	Sub-CLIN 2.1	69,902	43,482	113,384
	Sub-CLIN 2.2	3,783	2,357	6,140
CLIN 3 WTP Support	Sub-CLIN 3.1	9,705	4,009	13,714
	Sub-CLIN 3.2	3,356	3,420	6,776
	Sub-CLIN 3.3	25,165	19,552	44,717
	Sub-CLIN 3.4	13,086	17,239	30,325

CLIN 4 Supplemental Treatment	Sub-CLIN 4.1	0	0	0
	Sub-CLIN 4.2	18,102	9,790	27,892
	Sub-CLIN 4.3	0	0	0
	Sub-CLIN 4.4	448,611	268,471	717,082
	Sub-CLIN 4.5	0	0	0
CLIN 5 Early Feed and Operation of WTP LAW Facility	Sub-CLIN 5.1	0	0	0
	Sub-CLIN 5.2	22,412	22,928	45,340
	Sub-CLIN 5.3	0	0	0
	Sub-CLIN 5.4	131,281	134,315	265,596
CLIN 6 Pension and Benefit Plans	Sub-CLIN 6.1	39,561	43,479	83,040
	Sub-CLIN 6.2	109,913	106,517	216,430
Totals	Contract Cost	<u>1,079,876</u>	<u>852,934</u>	<u>1,932,810</u>
	Available Fee	TBD by DOE	TBD by DOE	<u>114,232</u>
	Contract Price	Total	Total	<u>2,047,042</u>

Contract Totals		
Total: Transition, Base & Option Periods	Contract Cost	<u>6,735,785</u>
	Available Fee	<u>365,600</u>
	Contract Price	<u>7,101,385</u>

7. Update Section J, Attachment J.4.2, to update the Unallocated Fee Pool to reflect the changes listed above. The change is as follows:

FROM:

PBI-Reserved - Unallocated Base Period Fee

Performance Fee available and not allocated to a performance measure:

Total unallocated fee:	\$6,761,214
Base unallocated fee:	\$6,761,214
ARRA unallocated fee:	\$ 0

TO:

PBI-Reserved - Unallocated Base Period Fee

Performance Fee available and not allocated to a performance measure:

Total unallocated fee:	\$6,824,905
Base unallocated fee:	\$6,824,905
ARRA unallocated fee:	\$ 0

8. Update Section J, Attachment J.2, Table J.2.8, *Directives, Regulations, Policies, and Standards*, to add Revision B to DOE Order 413.3A. The change is as follows:

FROM:

DOE O 413.3A	Program and Project Management for the Acquisition of Capital Assets
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TO:

DOE O 413.3B	Program and Project Management for the Acquisition of Capital Assets
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9. Update Section J, Attachment J.2, Table J.2.8, *Directives, Regulations, Policies, and Standards*, to add the Administrative Change 1 to DOE Order 471.3, Identifying and Protecting Official Use Only Information at no additional cost to DOE. The change is as follows:

FROM:

DOE O 471.3	Identifying and Protecting Official Use Only Information
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TO:

DOE O 471.3, Chg 1	Identifying and Protecting Official Use Only Information
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10. Update Section J, Attachment J.2, Table J.2.8, *Directives, Regulations, Policies, and Standards*, to update the four (4) Department of Energy (DOE) Manuals in the table below to reflect the Administrative Change 2. This update was made in Mod 60, however the table was not updated at that time. The change is as follows:

FROM:

DOE M 250.1-5	Cyber Security Process Requirements Manual
DOE M 250.1-6	Media Sanitization Manual
DOE M 250.1-7	Security Controls for Unclassified Information Systems Manual
DOE M 250.1-8	Cyber Security Incident Management Manual

TO:

DOE M 250.1-5, Chg 2	Cyber Security Process Requirements Manual
DOE M 250.1-6, Chg 2	Media Sanitization Manual
DOE M 250.1-7, Chg 2	Security Controls for Unclassified Information Systems Manual
DOE M 250.1-8, Chg 2	Cyber Security Incident Management Manual

11. Update Section J, Attachment J.2, Table J.2.9, *DOE-RL/ORP Implementing Documents* to add Revision 4 to DOE/RL-94-02, Hanford Emergency Management Plan at no additional cost to DOE. The change is as follows:

FROM:

DOE/RL-94-02, Rev 3	Hanford Emergency Management Plan
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TO:

DOE/RL-94-02, Rev 4	Hanford Emergency Management Plan
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12. Update Section J, Attachment J.2, Table J.2.8, *Directives, Regulations, Policies, and Standards*, to delete DOE Order 5480.19 Chg 2, Conduct of Operations Requirements for DOE facilities and DOE Order 5480.20A, Chg 1, Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities, which are being replaced above with DOE O 422.1 and DOE O 426.2. The change is as follows:

FROM:

DOE O 5400.5 Chg 2	Radiation Protection of the Public and the Environment
DOE O 5480.19 Chg 2	Conduct of Operations Requirements for DOE Facilities
DOE O 5480.20A, Chg 1	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities
DOE O 5610.2, Chg 1	Control of Weapon Data

TO:

DOE O 5400.5 Chg 2	Radiation Protection of the Public and the Environment
DOE O 5610.2, Chg 1	Control of Weapon Data

13. Update Section J, List of Attachments, to update Attachment J.9, *Special Financial Institution Account Agreement for Use with the Payments Cleared Financial Agreement*. Attachment J.9 is replaced in its entirety with the following:

ATTACHMENT J.9

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

Agreement, effective the 1st day of July, 2011, between the UNITED STATES OF AMERICA, represented by the Department of Energy (DOE), and Washington River Protection Solutions LLC (WRPS) as a limited liability company existing under the laws of the State of Delaware, and U.S. Bank, a financial institution corporation existing under the laws of the State of Washington located at Richland, Washington.

I. RECITALS

1. On the effective date of May 29, 2008, DOE and WRPS entered into Agreement No. DE-RP27-07RV14800, followed by a supplemental agreement thereto, i.e. Contract No. DE-AC27-08RV14800, providing for the transfer of Government funds on a payments-cleared basis.
2. DOE requires that amounts transferred to WRPS there under be deposited in a special demand deposit account(s) at a financial institution covered by the Department of the Treasury – approved Government deposit insurance organizations that are identified in TFM 6-9000. These special demand deposits must be kept separate from WRPS's general or other funds, and the parties are agreeable to so depositing said amounts with US Bank.
3. The special deposit account(s) shall be designated "Washington River Protection Solutions LLC (WRPS) 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 account(s) to secure the repayment of all funds transferred to WRPS, and said title shall be superior to any lien, title, or claim of US Bank or others with respect to such accounts.
2. US Bank shall be bound by the provisions of said Contract between DOE and WRPS 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 US Bank shall not be responsible for the application of funds properly withdrawn from said Account(s).

After receipt by US Bank of written directions from the DOE Contracting Officer, or from the duly authorized representative of the DOE Contracting Officer, US Bank 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 US Bank from DOE upon DOE stationery and purporting to be signed by, or signed at the written direction of DOE may, insofar as the rights, duties, and liabilities of US Bank are concerned, shall be considered as having been properly issued and filed with US Bank by DOE.

3. DOE, WRPS, or authorized representatives, shall have access to financial records maintained by US Bank 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, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by US Bank 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), US Bank shall promptly notify DOE.
5. DOE shall authorize funds that shall remain available to the extent that obligations have been incurred on good faith there under by WRPS to US Bank for the benefit of the special demand deposit account(s). US Bank agrees to honor upon presentation for payment all payments issued by WRPS 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 as administratively possible.

US Bank agrees to service the account in this manner based on the requirements and specifications contained in Contract No. DE-AC05-76RL01830, Attachment 1 "Schedule of Financial Institution Processing Charges". US Bank agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges" contained in US Bank's proposal dated March 16, 2006, will remain constant during the term of this Agreement. US Bank shall calculate the monthly fees based on services rendered and invoice WRPS. WRPS shall issue a check or automated clearing house authorization transfer to US Bank in payment thereof.

6. US Bank shall post collateral, acceptable in accordance with 31 CFR 202 with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement (including the noninterest-bearing time deposit account), 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 the 1st day of July 2011, and ending on the 30th day of June, 2016, unless earlier terminated as provided in this Agreement.
8. DOE and/or WRPS 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 WRPS may terminate this Agreement at any time upon 30 days written notice to US Bank if DOE or WRPS, or both parties, find that US Bank has failed to substantially perform its obligations in a manner that precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Government'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 WRPS is not renewed or is terminated, this Agreement between DOE, WRPS, and US Bank shall be terminated automatically upon the delivery of written notice to US Bank.
11. In the event of termination, US Bank agrees to retain WRPS's special demand deposit account(s) for an additional 90-day period to clear outstanding payment items.

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 US Bank that are not inconsistent with this 90-day additional term shall remain in effect for this period.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

FOR US DEPARTMENT OF ENERGY

Signature: Susan E Bechtol
Name: Susan E. Bechtol
Title: Contracting Officer
Date: 03/22/2011

FOR WRPS

Signature: Brian R Thomas
Name: Brian R. Thomas
Title: Vice President, Finance and Administration
Date: 03/08/11

FOR US BANK N.A.

Signature: Gail Heinselman
Name: Gail Heinselman
Title: Vice President, Government Services
Date: 1/24/2011

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.

CERTIFICATE

I, Gloria J. Johnson, certify that I am the Secretary & General Counsel of the limited liability company named herein; that Brian R. Thomas, who signed this Agreement on behalf of WRPS, was then Vice President, Finance and Administration of said company; and that said Agreement was duly signed for and in behalf of said company by authority of its governing body and is within the scope of its corporate powers.

Gloria J. Johnson
(Corporate Seal) (Signature)

14. Attached to this modification are replacement pages for Section B, Table B-4 and Section J, J.2-6, 7, & 8, Section J, Attachment J.4.2 page 84 and Section J, Attachment J.9.
15. **Contractor's Statement of Release**-In consideration of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's Disposition of Californium Sources (dated 12/07/10), DOE Order 422.1 (dated 09/30/10), DOE Order 426.2 (dated 10/08/10), and DOE O 450.1A (dated 10/28/10) "proposals for adjustment," and the incorporation of DOE O 413.3B (Letter dated 03/15/10) and DOE/RL-94-02 Rev 4 (Letter dated 08/26/10) with no cost impact to DOE, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the "proposals for adjustment" and the no cost impact incorporation of DOE O 413.3B and DOE/RL-94-02.
16. **All other Terms and Conditions remain unchanged.**