

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 OF 4
2. AMENDMENT/MODIFICATION NO. A003	3. EFFECTIVE DATE (M/D/Y) See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 27-08RV14800.002	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Washington River Protection Solutions LLC P.O. Box 73 720 Park Blvd Boise, ID. 83729-0001		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
CODE 4UWU0 FACILITY CODE		<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC27-08RV14800
			10B. DATED (SEE ITEM 13) May 29, 2008

11. THIS ITEM 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 DATE AND HOUR 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 amendment and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See the following pages(s)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS SET FORTH 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.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) I.82 - FAR 52.232.22 - Limitation of Funds (APR 1984), B.14 DOE Authorization of Work

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

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

See the following page(s)

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) Joseph C. Poniatowski, Contracting Officer	
15B. CONTRACTOR/OFFEROR <hr/> <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA ORIGINAL SIGNED BY <hr/> <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 9/30/08

- A. The purpose of this modification is to provide you with DOE Work Authorization in accordance with Section B.14, incorporate revised section J.2 page J.2-8, incorporate attachment J.9 Special Financial Institution Account Agreement, and obligate funding to the contract.
- B. Description of Modification:
1. You are hereby given work authorization for the following Sub-CLIN's:
 - Sub-CLIN - 1.2 Safe, Compliant Operations
 - Sub-CLIN - 1.3 Analytical Laboratory Support
 - Sub-CLIN - 2.1 Single-Shell Tank Retrieval
 - Sub-CLIN - 2.2 Single-Shell Tank Farm (Waste Management Area) Closure
 - Sub-CLIN - 3.1 Treatment Planning, Waste Feed Delivery, and WTP Transition
 - Sub-CLIN - 6.1 Hanford Employee Retirement and Benefit Plan Management
 - Sub-CLIN - 6.2 Legacy Pension and Benefit Plan Management
 2. Revise Section B, B.3(a) Obligation of Funds. Pursuant to the Section I Clause entitled, *FAR 52.232-22 Limitation of Funds*, total funds in the amount of \$19,578,759.67 have been allotted for obligation and are available for payment of services provided from the effective date of the Notice to Proceed through September 30, 2013. See attached change page B-3.
 3. Revise Section J, attachment J.2, add DOE-0336, Hanford Site Lockout/Tagout Rev 0. See attached change page J.2-8
 4. Delete and add signed attachment J.9 Special Financial Institution Account Agreement
- C. All changes are noted by a vertical line in the right hand margin.

Washington River Protection Solutions LLC. DE-AC27-08RV14800										BA -- FY 09	
(FY09) Estimated Contract Value/Budget Authority (BA)										\$ 242,000,000.00	
Mod	Date	Description -- Modification	Funds -- For Estimated Contract Value/BA	Funds -- For "Other Obligations"	Total Funds -- For Estimated Contract Value/BA (FY 09)	Total Funds -- For "Other Obligations" (FY 09)	Balance -- Contract Value/BA	To Date Cumulative -- Contract Value/BA	To Date Cumulative -- "Other Obligations"		
A001	6/23/2008	Provide NTP Sub-CLIN 1.1 Transition, Obligate Funding (FY 08)	\$ 5,496,000.00	\$ -	\$ 5,496,000.00	\$ -		\$ 5,496,000.00	\$ -		
A003	9/30/2008	Provide work authorization for Sub-CLINS, Obligate Funding	\$ 7,117,759.67	\$ 6,965,000.00	\$ 12,613,759.67	\$ 6,965,000.00	\$234,882,240.33	\$ 12,613,759.67	\$ 6,965,000.00		
Cummulative Contract Funding To Date -- All Sources										\$ 19,578,759.67	

Modification Number	Contract No. DE-AC27-08RV14800 Funding Appropriation Data	Estimated Contract Value Funding This Modification	Other Obligated Funding	Total Funds Obligated this Modification
A003	Provide Funding for Rocky Flats Pension/Post Retirement Benefits (PRB)		\$3,198,000.00	
	01050 1715219 25400 00000000 421401 0000000 (27-08RV14800.002)			
	Provide Funding for Mound Pension and Retirement Benefits		\$3,267,000.00	
	00911 1721310 25400 00000000 421401 0425069 (27-08RV14800.002)			
	Provide Funding for Rocky Flats Workers' Compensation Payments		\$500,000.00	
	00911 1721310 25400 00000000 421401 0425070 (27-08RV14800.002)			
	Provide FY2008 Funding for Interim Barriers	\$4,342,500.00		
	01257 1110909 25400 0001481 421401 0000000 (27-08RV14800.002)			
	Provide FY2008 Funding for Continued Operations	\$13,194.02		
	01250 1110664 25400 00001481 421201 0000000 (27-08RV14800.002)			
	Provide FY2008 Funding for Continued Operations	\$51,141.77		
	01250 1110909 25400 0001481 421201 0000000 (27-08RV14800.002)			
	Provide FY2008 Funding for Continued Operations	\$2,710,923.88		
	01250 1110909 25400 00001481 421401 0000000 (27-08RV14800.002)			
	Totals	\$7,117,759.67	\$6,965,000.00	\$14,082,759.67

- d. Sub-CLIN 4.4: Supplemental Treatment Construction and Operations
- e. Sub-CLIN 4.5: Transuranic Tank Waste Treatment and Packaging.

(5) *CLIN 5 – Early Feed and Operation of the WTP Low Activity Waste (LAW) Facility:*

- a. Sub-CLIN 5.1: Tank Selection, Retrieval, Pretreatment and Feed Delivery Design;
- b. Sub-CLIN 5.2: Retrieval, Pretreatment and Feed Delivery Construction and Operations;
- c. Sub-CLIN 5.3: Upgrade and Operate the Effluent Treatment Facility (ETF); and
- d. Sub-CLIN 5.4: LAW/BOF/LAB Operations.

(6) *CLIN 6 – Pension and Welfare Plans:*

- a. Sub-CLIN 6.1: Hanford Employee Retirement and Benefit Plan Management; and
- b. Sub-CLIN 6.2: Legacy Pension and Benefit Plan Management.

B.3 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) Obligation of Funds. Pursuant to the Section I Clause entitled, *FAR 52.232-22, Limitation of Funds*, total funds in the amount of \$19,578,759.67 have been allotted for obligation and are available for payment of services provided from the effective date of this Contract through September 30, 2013.
- (b) Availability of Funds. Except as may be specifically provided in the Section I Clause entitled, *DEAR 952.250-70, Nuclear Hazards Indemnity Agreement*, the duties and obligations of 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.4 CONTRACT COST AND CONTRACT FEE

This Section establishes the *Total Contract Cost* and *Contract Fee*. Within Table B.4-1:

- (a) *Contract Period* is defined as the *Transition Period, Base Period, and Option Period(s)* (if exercised) described in the Section F Clause entitled, *Period of Performance*.
- (b) *Contract Cost* is defined as all costs initially proposed by the Contractor.
- (c) *Available Fee* is defined as the maximum amount of fee that may be earned under the Contract by Contract period.
- (d) *Contract Price* in Table B.4-1 is the sum of *Contract Cost* and *Available Fee*, in each year of Contract performance.

Document Number	Title
DOE O 5660.1B	Management of Nuclear Materials

Table J.2.9 DOE-RL/ORP Implementing Documents

Document Number	Title
ASME NQA-1-2004	Quality Assurance Requirements for Nuclear Facility Applications
DOE-0223	RL Emergency Implementing Procedures
DOE-0336	Hanford Site Lockout/Tagout Revision 0
DOE/CBFO-94-1012	DOE Carlsbad Field Office, Quality Assurance Program Description, Revision 8, (for WIPP-related activities)
DOE/RL-2001-0036, Rev 1	Hanford Site Wide Transportation Safety Document
DOE/RL-2002-12	Hanford Radiological Health and Safety Document
DOE/RL-89-10	Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement)
DOE/RL-92-36	Hanford Site Hoisting and Rigging Manual
DOE/RL-94-02	Hanford Emergency Management Plan
DOE/RL-96-68, Rev 3	Hanford Analytical Services QA Requirements Document
DOE/RW-0333P, Rev 18	DOE Office of Civilian Radioactive Waste Management, Quality Assurance Requirements and Descriptions
DOE/RW-0351, Rev 4	Waste Acceptance System Requirements Document (WASRD)
DOE/RW-0511, Rev 2	Integrated Interface Control Document (ICD), Vol I, US DOE SNF & HLW to the Monitored Geologic Repository
EM Policy Letter, July 10, 2006	Policies for Environmental Management Operating Project Performance Baselines, Contingency and Federal Risk Management Plans, and Configuration Control
ORP M 420.1-1 Rev 1	ORP Fire Protection Program
ORP M 420.2C	Facility Representative Program
SCSP, July 5 2005	Site Counterintelligence Support Plan
SEN-22-90	DOE Policy and Signatures of RCRA Permit Applications
SEN-35-91	Nuclear Safety Policy
ANSI/ISA-84.00.01 (ANSI 2004)	Functional Safety: Safety Instrumented Systems for the Process Industry Sector

ATTACHMENT J.9

SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT

*Special Financial Institution Account Agreement for use
with the Payments Cleared Financing Arrangement*

Agreement entered into this **15th day of September, 2008** between the United States of America (hereinafter called the "Government") represented herein by the U.S. Department of Energy (hereinafter called the "DOE"), and **Washington River Protection Solutions LLC** (hereinafter called the "Contractor"), a ~~corporation~~ **limited liability company** under the laws of the State of ~~Washington~~ **Delaware**, and U.S. Bank, (hereinafter called the "Bank"), a banking corporation existing under the laws of the State of Washington, located at Richland, Washington.

Recitals

- (1) On the date of **May 29, 2008**, DOE and the Contractor entered into Contract(s) No. DE-RP27-07RV14800, or a supplemental agreement thereto, providing for the transfer of funds on a payments-cleared basis.
- (2) DOE requires that amounts transferred to the Contractor thereunder be deposited in a special demand deposit account at a financial institution covered by 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 the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Bank.
- (3) The special demand deposit account shall be designated "**Washington River Protection Solutions LLC (WRPS) Account.**"

Covenants

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that:

- (1) The Government shall have a title to the credit balance in said account to secure the repayment of all funds transferred to the Contractor, and said title shall be superior to any lien, title, or claim of the Bank or others with respect to such account.
- (2) The Bank shall be bound by the provisions of said contract between DOE and the Contractor relating to the transfer of funds into and withdrawal of funds from the above special demand deposit account, which are hereby incorporated into this Agreement by reference, but the Bank shall not be responsible for the application of funds withdrawn from said account. After receipt by the Bank of directions from the Contracting Officer,

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

- (3) DOE, or its authorized representatives, shall have access to financial records maintained by the Bank with respect to such special demand deposit account at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Bank for a period of six (6) years after final payment under the contract.
- (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, the Bank shall promptly notify DOE.
- (5) DOE shall authorize funds that shall remain available to the extent that obligations have been incurred in good faith thereunder by the Contractor to the Bank for the benefit of the special demand deposit account. The Bank agrees to honor upon presentation for payment all payments issued by the Contractor 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.

The Bank agrees to service the account in this manner based on the requirements and specifications contained in RFP Number 20051031 dated January 3, 2006. The Bank agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges" contained in the Bank's proposal dated March 16, 2006, will remain constant during the term of this Agreement. The Bank shall calculate the monthly fees based on services rendered and invoice the Contractor. The Contractor shall issue a check or automated clearinghouse authorization transfer to the Bank in payment thereof.

- (6) The Bank shall post collateral, acceptable under Department of the Treasury Circular 176, with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement, 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 of _____, beginning on the 15th day of September, 2008 and ending on the 30th day of June 2011, with an option to extend for an additional three one-year options.~~
- (8) DOE, the Contractor, or the Bank, 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.

Note: In the case of a corporation,
A witness is not required. Type or
print names under all signatures.

ORIGINAL SIGNED BY

(Signature of Contractor's Representative)

Vice President, Finance & Administration

(Title)

ETC 2 Building

H1-01

2920 George Washington Way

Richland, Washington 99352

(Address)

9/12/08

(Date Signed)

(Name of Witness)

U.S. Bank

(Name of Financial Institution)

(Signature of Witness)

Gail Heinselman, CTP

(Typed Name of Financial Institution Representative)

ORIGINAL SIGNED BY

(Signature of Financial Institution Representative)

Note: In the case of a corporation,
A witness is not required. Type or
print names under all signatures.

Vice President of Government Banking

(Title)

Government Banking

PD-WA-T123

428 West Riverside – Suite 1230

Spokane, WA 99201

(Address)

9/12/08

(Date Signed)

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 corporation ~~company~~ named as Contractor herein; that Brian R. Thomas, who signed this Agreement on behalf of the Contractor, was then Vice President, Finance & Administration of said ~~corporation~~ **company** and that said Agreement was duly signed for and in behalf of said ~~corporation~~ **company** by authority of its governing body and is within the scope of its corporate powers.

ORIGINAL SIGNED BY

(Corporate Seal) (Signature)

NOTE

Financial Institution (or Bank), 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, _____, certify that I am the _____ of the corporation named as Financial Institution (or Bank) herein; that _____, who signed this Agreement on behalf of the Financial Institution (or Bank), was then _____ of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.