

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO. 0625
 3. EFFECTIVE DATE See Block 16C
 4. REQUISITION/PURCHASE REQ. NO. _____
 5. PROJECT NO. (If applicable) _____

6. ISSUED BY CODE: 00601
 Richland Operations Office
 U.S. Department of Energy
 P.O. Box 550, MSIN A7-80
 Richland WA 99352

7. ADMINISTERED BY (If other than Item 6) CODE: 00601
 Richland Operations Office
 U.S. Department of Energy
 P.O. Box 550, MSIN A7-80
 Richland WA 99352

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 WASHINGTON CLOSURE HANFORD LLC
 ATTN SCOTT M SAX
 WASHINGTON CLOSURE HANFORD
 2620 FERMI AVENUE
 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) 03/23/2005

CODE 167280762 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 _____ 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 43.103(a) bilateral modifications
	D. OTHER (Specify type of modification and authority)

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 define the specific work scope and associated changes to terms and conditions for the revised Target Completion Date set forth in Modification 616. Details are provided beginning on Page 2 of this modification.

-Continued-

Period of Performance: 03/23/2005 to 09/30/2016

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
 Scott M. Sax, President

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Jenise C. Connerly

15B. CONTRACTOR/OFFEROR
 (Signature of person authorized to sign)

15C. DATE SIGNED
 5/14/15

16B. UNITED STATES OF AMERICA
 (Signature of Contracting Officer)

16C. DATE SIGNED
 5-14-2015

SF 30 BLOCK 14 CONTINUATION:

B. Specific Work to be completed:

1. 618-10:

Completion of 618-10 trenches includes:

- a. Excavation requirements as provided for by drawing, "618-10 Remedial Action Burial Ground Trench Excavation Design," H-6-17456, Rev. 5
- b. Load out of contaminated material
- c. Disposition of anomalous items discovered during excavation (Includes drums)
- d. Disposition of equipment/facilities
- e. Backfill and revegetation of the 618-10 trench areas except where additional contamination is discovered beyond the 618-10 trench remediation design and/or required excavation beyond the 316-4 remediation. In this case, a stabilized site will be provided and transitioned.

Limited 618-10 Vertical Pipe Unit (VPU) scope includes:

- a. Installation of overcasings on rows two through six.
- b. Disposition mock-up VPUs
- c. Disposition VPU leased equipment (BG-30, hammer, trailers, etc.)
- d. Delivery of a letter report documenting the results and recommended equipment changes, if any, for VPU remediation methods-testing and mock-ups.
- e. Completion of 30% design for Suspect TRU retrieval system
- f. Stabilize/warehouse government-owned purchased/fabricated equipment/facilities for ultimate transition to PRC.

2. 316-4 Waste Site:

Completion of 316-4 Waste Site includes:

- a. Excavation of design volume associated with full width at top (as if going to ground water) to a depth of the caliche layer and load out of contaminated soils.
- b. Disposition of anomalous items discovered during excavation
- c. Cultural Resource Review must be completed by 10/1/15
- d. Two ground water wells (699-F6-E4 A & L) must be decommissioned by 11/30/15.

3. 300-296 Waste Site:

Completion of 300-296 Waste Site includes:

- a. Complete Issued for Fabrication/Issued for Construction design Rev. 0, Status 1
- b. Complete construction of mockup facility (no equipment installation for testing or training)
- c. Disposition of mockup facility dependent upon 324 option chosen
- d. All equipment for this waste site shall be retained for use by WCH through the end of the contract period of performance.

4. 324 Building:

- a. Execute the directed surveillance and maintenance plan through FY 2016. Change order will be required to support alternative chosen if the option chosen defers remediation and to complete design to relocate and replace North fire water loop away from 300-296 and 324 Building
- b. Complete final status report for 324 Building Completion by 3/31/16 to be used for transition to the PRC. Report to include history of health of systems, systems engineering status, as well as other details to allow the building to be left in long term surveillance and maintenance
- c. Install new zone 1 HEPA filters unless RL directs WCH to deactivate ventilation system

5. Remaining Closure Ops

- a. Cultural Resource Review for 300-277 waste site characterization/remediation will be completed by 07/01/15 to allow sampling, excavation and load out to be completed.
- b. Cultural Resource Review for 100-N-83 waste site remediation to allow excavation, load out and backfill to be completed by 09/30/16. Planning for revegetation shall be included in the transition plan.
- c. Cultural Resource Review for Miscellaneous Restoration removal will be completed by 07/01/15 to allow debris removal to be completed.
- d. Cultural Resource Review for 100-H Exit Items will be completed by 07/01/15.
- e. Cultural Resource Review for 600-326:1 and 600-326:2 will be completed by 09/01/15 to allow excavation and load out to be completed.
- f. Remediation work plan and associated Cultural Resource Review for 600-349 waste site shall be completed by 03/30/16.
- g. Cultural Resource Review for 600-385 will be completed by 09/01/15 to allow excavation and load out to be completed.
- h. Cultural Resource Review for 600-63 waste site characterization/remediation will be completed by 10/01/15 to allow sampling, excavation and load out to be completed.
- i. Revegetation of 600-96 (618-10 borrow pit) will not be completed due to proximity to 316-4 and 618-10.
- j. Revegetation of 600-97 (618-11 borrow pit) will transfer with 618-11.

- k. Continue remediation of the balance of 100/300 Area waste sites (backfill, revegetation, miscellaneous restoration, etc.) through 09/30/16. Any remaining scope will be transitioned to PRC.
 - l. The Contractor shall develop and submit to DOE for concurrence a cultural resource review process schedule to meet the cultural resource review completion dates listed above. That schedule shall identify DOE GFS/I required to meet the completion dates.
 - m. Any additional well decommissioning or replacements will be addressed under a separate change order.
 - n. Incorporate all TPA-change notices and update the 300 area RAWP by 3/31/2016.
 - o. Develop end-state document for Building and Waste Sites by 3/31/16 to document “as left” conditions
 - p. Develop impact analysis to complete 300 Area ROD requirements (e.g., surface barriers and institutional controls portion of the ROD).
6. ERDF: Continue ERDF operations and maintenance, as described in Section C, paragraph C.2.7, and transition to CHPRC on or before 9/30/16. If surplus equipment is transitioned to support future remediation, a management and maintenance area shall be established at the ERDF facilities to transition and store surplus regulated heavy equipment.
7. Develop and submit by 04/01/16 for DOE-RL approval transition plan for any remaining work scope not completed under the RCCC to facilitate a transition effective date no-later-than 10/01/16.
8. Long Term Stewardship and Closure: Continue to support the contract completion of remaining work until such time that requires transfer to CHPRC/MSA.

Most work identified above requires the negotiation of a change, as defined by Clause I.73, FAR 52.243-2, Changes – Cost Reimbursement, either based on a change in specification or a differing site condition based upon remediation quantities, pursuant to Clause B.5, “Changes to Target Cost, Target Fee, and Schedule.” These changes require supplemental agreements and revision of contract terms and conditions, including, but not limited to, the funding profile specified in Attachment J-11, “RCCC Funding Profile.” Contractor proposals shall contain any proposed critical Government Furnished Services/Information (GFS/I). The scope defined above is subject to revision during the course of negotiations to accommodate GFS/I requirements, work sequencing/scheduling, funding authorization, or other necessary changes.

The definitization schedule for the changed work described above is as follows:

Action	Date*
Contractor Submittal of Technical, Cost, and Fee Proposal Due	45 Days
Commence Negotiations	110 Days
Mutual Agreement on Definitization of Change	120 Days
Execute Contract Modification	130 Days

*Date is specified as the number of calendar days after contractor receipt of this modification.

C. The specific change to Section B, Clause B.4, as a result of this modification is shown in redline, below:

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~~2016. Except for the Schedule Performance Incentive Fee, 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.

D. The specific change to Section B, Clause B.7, as a result of this modification is shown in redline, below:

- (a)(4) Interim Fee Payments are the payments provided during Contract performance for Group A, Group B, and Group C, Group D, and Group E Interim Fee.
- (c)(5) Once the quarterly Interim Fee is determined, it will be divided into Groups A, B, and C, as follows:

Group A – 25% of Total Interim Fee and is the portion of Interim Fee for which payment is made on a quarterly basis, but is subject to the reimbursement provisions of Clause B.12, Final Fee Determination. will be made after the Final Fee Determination.

Group D – Cost Performance Incentive Fee accumulated-to-date for which \$25,000,000 will be paid at the end of fiscal year 2015 as a provisional fee payment. The balance of the cost share incentive fee, less a retention amount of no more than 20% for resolution of final incurred costs, may be invoiced to be paid after the end of fiscal year 2016 as a provisional fee payment.

Group E – Interim Fee payments for the period October 1, 2015 – Sept 30, 2016 will be calculated separately from prior quarterly payments.

E. The specific change to Section B, Table B.1 "Schedule Performance Incentive Fee," as a result of this modification is shown in redline, below:

CLIN 1	324 Facility <u>Surveillance and Maintenance and Waste Site Alternatives Analysis and Alternative Implementation, and 300-296 Waste Site Design</u>	By TBD <u>date 9/30/2016</u>	\$1.2M
CLIN 3	618-10 <u>Burial Grounds Burial Grounds Remediation (specific limitations to be determined during negotiations)</u>	By 9/30/ 2016 <u>2014</u>	\$2.0M
<u>CLIN 1-A</u>	Key River Corridor Completion Activities	<u>By 9/30/2016</u>	<u>\$2.0M</u>
<u>CLIN 3</u>	<u>618-11 Burial Grounds</u>	<u>By 9/30/2015</u>	<u>\$4.0M</u>

Key River Corridor Completion Activities are defined as follows:

- 100 Area complete through backfill
- 100-D Chromium sites complete through backfill
- 100-H Chromium sites complete through backfill
- 300-FF-2 Operable Unit remediation complete through revegetation
- 316-4 Waste Site Remediation

F. For the purposes of change proposal preparation, assume the following funding profile. The final funding profile will be determined through the course of bilateral modification of the above work scope and will be issued in a subsequent modification. Additions to scope (e.g., plume chasing), changes to terms and conditions, or requirements in Section J, Attachment J-2, “DOE Directives Applicable to the River Corridor Closure Contract,” will not be executed without additional funding and ability to complete by the revised “Completion of Contract Requirements on or before” date stipulated in Clause F.1, “Period of Performance and Delivery Dates,” of September 30, 2016.

Fiscal Year	Annual Budget Authority (\$1M)*	Cumulative Budget Authority (\$1M)*
2005**	\$ 107**	\$ 107
2006	183	290
2007	212	502
2008	232	734
2009	242	976
2010	297	1,273
2011	376	1,649
2012	302	1,951
2013	300	2,251
2014	280	2,531
2015	201	\$2,732
<u>2016</u>	<u>148</u>	<u>2,880</u>
Total	<u>\$2,732,880</u>	

G. Contractor Statement of Release: In consideration for the changes delineated in paragraphs C through F, above, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to the revision “Completion of Contract Requirements on or before” date stipulated in Clause F.1, “Period of Performance and Delivery Dates,” from “September 30, 2015” to “September 30, 2016,” as stipulated in contract modification 616 to perform changed work. This release does not include the changes identified in paragraph B.

There are no other changes to the terms and conditions of the contract.

End of Modification 625