

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 3

2. AMENDMENT/MODIFICATION NO. 0709
3. EFFECTIVE DATE See Block 16C
4. REQUISITION/PURCHASE REQ. NO. 16EM002770
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 00601
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. (x)
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-05RL14655 (x)
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).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)
X B.2 - Obligation and Availability of Funds / I.57 - FAR 52.232-22 - Limitation of Funds

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. In accordance with Contract Clauses B.2, Obligation and Availability of Funds, and I.57, FAR 52.232-22, Limitation of Funds (Apr 1984), the purpose of this modification is to decrease the amount of FY 2016 obligated funding for Program 1111557 by \$700,105. Total obligated funding is hereby decreased from \$2,600,968,697.04 to \$2,600,268,592.04. Contract revisions are detailed on Page 3 of this modification.
Payment:
OR for Richland
U.S. Department of Energy
Oak Ridge Financial Service Center
P.O. Box 6017
Oak Ridge TN 37831
Continued ...

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) S.M. Sax, President
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jenise C. Connerly
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED 9/7/16
16B. UNITED STATES OF AMERICA
16C. DATE SIGNED 9-7-2016
(Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC06-05RL14655/0709PAGE OF
2 3NAME OF OFFEROR OR CONTRACTOR
WASHINGTON CLOSURE HANFORD LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 03/23/2005 to 09/30/2016				

SF30 BLOCK 14 CONTINUATION:

- B. This modification hereby de-obligates total incremental funding for FY 2016 in the amount of \$-700,105 as detailed below and in the “Financial Plan Report – Detail” (Financial Plan RFP0013 FPN No. 7), attached as page 4 of this modification.
- Incremental FY 2017 funding in the amount of \$700,105 is hereby de-obligated from the contract under Program No. 1111557.
- C. Contract Section B, paragraph B.2 (a), is modified to reflect a decrease of \$700,105 in obligated funding, from \$2,600,968,697.04 to \$2,600,268,592.04. Contract Section B.2 (a) has been changed as detailed below. Contract Replacement Page B-2 is attached to this modification.

FROM:

“Pursuant to the Section I clause entitled Limitation of Funds, total funds in the amount of \$2,600,968,697.04 have been allotted for obligation and are available for payment for services provided from the effective date of this Contract through the period estimated to end September 30, 2016.”

TO:

“Pursuant to the Section I clause entitled Limitation of Funds, total funds in the amount of \$2,600,268,592.04 have been allotted for obligation and are available for payment for services provided from the effective date of this Contract through the period estimated to end September 30, 2016.”

- D. The amount of ARRA funding obligated remains unchanged at \$233,588,557.29. Total obligated funding for both base and ARRA is \$2,833,857,149.33.

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

End of Modification 709

reimbursed on a cost, no fee, basis. In addition, such costs will be excluded from all Cost Performance Incentive Fee payments and calculations under Section B and elsewhere in this contract. The Contractor understands, however, that the pension cost for incumbent employees will not be separately funded and is included in the funding amounts shown in the Funding Profile, Section J, Attachment J-11, entitled *RCC Funding Profile*.

- (e) The contractor shall, in accordance with the terms of this contract, provide the personnel, materials, supplies, and services and do all things necessary for, or incident to, providing its best efforts to perform the Recovery Act work. This work will be identified by Work Breakdown Structure (WBS) activity in Section B, Table B.2 and detailed in Section J, Attachment J-1 upon definitization.

B.2 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) Pursuant to the Section I clause entitled Limitation of Funds, total funds in the amount of \$2,600,268,592.04 have been allotted for obligation and are available for payment for services provided from the effective date of this Contract through the period estimated to end September 30, 2016.
- (b) Pursuant to the clause in Section I, entitled "Limitation of Funds," total funds in the amount of \$233,588,557.29 are obligated herein and made available for payment of allowable costs and fee earned related only to the Recovery Act work from the effective date of Modification A099 through the period of performance for the Recovery Act work, contained in Section F.
- (c) Except as may be specifically provided in the Section I clause entitled *Nuclear Hazards Indemnity Agreement*, the duties and obligations of the U.S. Department of Energy (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.3 ALLOWABILITY OF SUBCONTRACTOR FEE

- (a) If the Contractor is part of a teaming arrangement as described in Federal Acquisition Regulation (FAR) 9.601, the team shall share in this Contract fee structure. Separate additional subcontractor fees for individual team members will not be considered an allowable cost under the Contract. If a subcontractor, supplier, or lower-tier subcontractor is a wholly owned, majority owned, or affiliate of any team member, any fee or profit paid to such entity will not be considered an allowable cost under this Contract.
- (b) The subcontractor fee restriction in subsection (a) does not apply to members of the Contractor's team that are: (i) small business(es); (ii) Protégé firms as part of an approved Mentor-Protégé relationship under the Section H clause entitled Mentor-Protégé Program; (iii) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (iv) commercial items as defined at FAR 2.101.

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. 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).

Financial Plan Report - Detail with Appr Year

Report Generated on: August 11, 2016 at 05:59:34 PM

RL14655 - Washington Closure Hanford

Appr Year	Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	BA			Total Available
												Previous	Change	Revised	
2010	421801	01050	TF	3184701	HQ1001000	25400	0000000	0000000	0000000		100.00	0.00	0.00	0.00	100.00
Total for Program Parent/Control Point: HQ1001000											100.00	0.00	0.00	0.00	100.00
Total for Fund Type: TF											100.00	0.00	0.00	0.00	100.00
2015	421801	01250	TP	1111557	EY5202410	25400	0000000	0001526	0000000		38,439,145.31	3,000,000.00	0.00	3,000,000.00	41,439,145.31
2016	421801	01250	TP	1111557	EY5202410	25400	0000000	0001526	0000000		0.00	110,259,874.09	-700,105.00	109,559,769.09	109,559,769.09
Total for Program Parent/Control Point: EY5202400											38,439,145.31	113,259,874.09	-700,105.00	112,559,769.09	150,998,914.40
Total for Fund Type: TP											38,439,145.31	113,259,874.09	-700,105.00	112,559,769.09	150,998,914.40
2014	421801	00922	YY	1721310	YN1901000	25400	0000000	0000000	0425155		1,518.27	0.00	0.00	0.00	1,518.27
2014	421801	00922	YY	1721310	YN1901000	25400	0000000	0000000	0425290		1,103.88	0.00	0.00	0.00	1,103.88
2014	421801	00922	YY	1721310	YN1901000	25499	0000000	0000000	0425194		1,206.95	0.00	0.00	0.00	1,206.95
2016	421801	00922	YY	1721310	YN1901000	25400	0000000	0000000	0425155		0.00	6,000.00	0.00	6,000.00	6,000.00
Total for Program Parent/Control Point: YN1901000											3,829.10	6,000.00	0.00	6,000.00	9,829.10
Total for Fund Type: YY											3,829.10	6,000.00	0.00	6,000.00	9,829.10
Total for Recipient Code: RL											38,443,074.41	113,265,874.09	-700,105.00	112,565,769.09	151,008,843.50
Total for Reporting Entity: 421801											38,443,074.41	113,265,874.09	-700,105.00	112,565,769.09	151,008,843.50
Total for RL14655 - Washington Closure Hanford											38,443,074.41	113,265,874.09	-700,105.00	112,565,769.09	151,008,843.50

This financial plan was generated for the following options: All Transactions