

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 5

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

323

See Block 16C

11EM003889

6. ISSUED BY

CODE

00601

7. ADMINISTERED BY (If other than Item 6)

CODE

00601

Richland Operations Office
U.S. Department of Energy
Richland Operations Office
P.O. Box 550, MSIN A7-80
Richland WA 99352

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U.S. Department of Energy
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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: Carol A. Johnson, President
2620 Fermi Avenue
Richland WA 99354

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 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)

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

CHECK ONE X	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. <u>I. 70-FAR 52.243-2-Changes-Cost Reimbursement (8/87)-Alt I (Apr 1984)</u>
	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)

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.)

Tax ID Number: 94-1381538

DUNS Number: 167280762

A. The purpose of this modification is to:

1. Provide the contractor with authorization to continue remediation at 618-10;
2. Authorize an immediate Notice-to-Proceed (NTP) with a Not-to-Exceed (NTE) limit of \$360,000 for work scope associated with WCH's portion of the American Recovery and Reinvestment Act (ARRA) designated Mission Support Alliance (MSA) Workforce Restructuring severance costs (WCH-REA-151);
3. Authorize an immediate NTP with an NTE limit of \$1,500,000 for work scope associated with impacts of the replacement of Hanford Atomic Metal Trades Council (HAMTC) employees (WCH-REA-158); and

Continued ...

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)

Jewel J. Short

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

9-22-11

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON CLOSURE HANFORD, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>4. Extend the period of performance for completion of work scope under the ARRA through March 31, 2012.</p> <p>Details of these changes are included in the SF30 Block 14 Continuation beginning on Page 3 of this modification.</p> <p>Period of Performance: 03/23/2005 to 09/30/2015</p>				

SF 30 BLOCK 14 CONTINUATION:

- B. Washington Closure Hanford (WCH) is provided authorization to continue all remediation activities, including loadout and anomaly processing, at 618-10. The purpose of this authorization is to support the creation of a new project under American Recovery and Reinvestment Act (ARRA) Program No. 1111333, *Soil and Groundwater – RL-1041*.
- C. The contractor is provided an immediate notice to proceed with a not to exceed limit of \$360,000 for work scope associated with WCH’s portion of the ARRA-designated Mission Support Alliance (MSA) Workforce Restructuring severance costs. WCH has identified Change Order No. WCH-REA-151 for this work scope.
- D. The Hanford Site is experiencing significant labor reductions due to the expiration/completion of various ARRA projects. Under Hanford Atomic Metal Trades Council (HAMTC) union rules, seniority is measured across all covered employees on the Hanford Site. This results in a site-wide “bump and roll” process wherein senior employees replace less senior employees. The impact to WCH is that approximately 170 replacement or “new” employees will begin working on the River Corridor Project. Costs associated with the “bump and roll” process include training, personal protective equipment, dosimetry/bioassay services and exit medical examinations. The contractor is provided an immediate notice to proceed with a not to exceed value of \$1,500,000 for cost associated with the “bump and roll” impacts. WCH has identified Change Order No. WCH-REA-158 for this work scope.
- E. The definitization schedule for Change Order Nos. WCH-REA-151 and WCH-REA-158 is as follows:

Action	Date*
Contractor Submits Technical, Cost, and Fee Proposals	45 days
Commence Negotiations	120 days
Mutual Agreement on Definitization of Change	130 days
Execute Contract Modification	140 days

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

- F. As stated in Paragraphs C and D above, this modification establishes a Not-to-Exceed authorization of \$360,000 for WCH-REA-151 and \$1,500,000 for WCH-REA-158 prior to the definitization of these change orders in accordance with Contract Clause I.70. WCH is authorized to perform the work identified in this modification up to the authorized NTE amounts. Do not exceed the NTE authorizations provided herein without prior approval from the Contracting Officer via a modification to increase these amounts. Notify the Contracting Officer in writing with your rationale if the NTE amounts are insufficient to proceed with the identified work.

- G. This modification also extends the period of performance for all work scope authorized under ARRA through March 31, 2012. Contract Section F, Clause F.1, *Period of Performance and Delivery Dates*, second paragraph, has been revised as detailed below. Contract replacement page F-1 is attached to this modification.

FROM:

“The period of performance for the Recovery Act work specified in Section C and Table J-1 shall be for the period of performance beginning April 8, 2009 through September 30, 2011.”

TO:

“The period of performance for the Recovery Act work specified in Section C and Table J-1 shall be for the period of performance beginning April 8, 2009 through March 31, 2012.”

- H. This modification does not add additional funds to the contract. Accordingly, work under the contract, such as that described herein, must be performed within the amount of funds which have been incrementally allotted to the contract in accordance with Clause I.57, “FAR 52.232-22 Limitation of Funds (Apr 1984).”
- I. Correspondence related to this contract modification is identified below:
1. RL Ltr. No. 11-FMD-0091 (CCN 159401), J. J. Short, to M. N. Brosee, WCH, “Contract No. DE-AC06-05RL14655 – Washington Closure Hanford LLC (WCH), Employee Separation Costs Revised Guidance,” dated June 29, 2011
 2. DOE Memorandum, D. Y. Chung, “Workforce Restructuring Guidance on the Split of Severance Costs Between Base Funding and the American Recovery and Reinvestment Act,” dated June 1, 2011
 3. RL Ltr. No. 11-FMD-0077 (CCN 157748), J. J. Short, to M. N. Brosee, WCH, “Contract No. DE-AC06-05RL24655 – Washington Closure Hanford LLC (WCH), Employee Separation Costs,” dated March 31, 2011
 4. DOE Memorandum, I. R. Triay, HQ-EM, to Mark French, RL, “Approval for Establishing Critical Decisions for Capital Asset Projects for RL-0041, Nuclear Facility Decontamination and Dismantlement – River Corridor Closure Project, Hanford Site, Richland Operation Office, WA,” dated April 26, 2010

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

End of Modification 323

SECTION F

DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE AND DELIVERY DATES

The period of performance for this Contract shall extend from the date of Contract award in SF-33, *Solicitation, Offer, and Award* Completion of Contract Requirements on or before September 30, 2015.

The period of performance for the Recovery Act work specified in Section C and Table J-1 shall be for the period of performance beginning April 8, 2009 through March 31, 2012.

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal places of performance of this contract shall be the Hanford Site, near Richland, Washington, and other facilities as directed by the Contracting Officer.

F.3 FAR 52.242-15 STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allowable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Termination clause of this Contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected and the contract shall be modified, in writing, accordingly, if:
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allowable to, the performance of any part of this contract; and
 - (2) The Contractor asserts a claim for the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim asserted at any time before final payment under this Contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.