

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. 449	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 13EM001425	5. PROJECT NO. (If applicable)
6. ISSUED BY Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601	7. ADMINISTERED BY (If other than Item 6) Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601
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)
CODE 167280762	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-05RL14655	10B. DATED (SEE ITEM 13) 03/23/2005

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) Net Increase: \$75,000.00
See Attached Financial Plan No. 2013-7

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:
X	D. OTHER (Specify type of modification and authority) 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 _____ 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

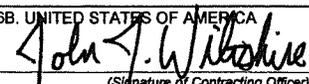
DUNS Number: 167280762

A. 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 obligate funding for Inter-Entity Work Order (IWO) No. 202176 in the amount of \$75,000.00. This contract action increases the total amount of base funding by \$75,000.00, from \$1,844,835,646.47 to \$1,844,910,646.47. Contract revisions are detailed in the SF30 Block 14 Continuation on Page 2 of this modification.

FOB: Destination

Period of Performance: 03/23/2005 to 09/30/2015

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) John J. Wiltshire	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 4/3/2013

SF30 BLOCK 14 CONTINUATION:

- B. This modification obligates funding in the amount of \$75,000.00 for IWO No. 202176 under Program No. 1721310 as detailed in the “Financial Plan Report – Detail” (Financial Plan No. 2013-7), attached to this modification as pages 4 through 6. Also attached to this modification is a copy of IWO No. 202176 and the related Statement of Work (modification pages 7 and 8).
- C. Contract Section B, paragraph B.2(a), is modified to reflect an increase of \$75,000.00 in obligated base funding, from \$1,844,835,646.47 to \$1,844,910,646.47. 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 \$1,844,835,646.47 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, 2015.”

TO:

“Pursuant to the Section I clause entitled Limitation of Funds, total funds in the amount of \$1,844,910,646.47 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, 2015.”

- D. The amount of ARRA funding obligated remains unchanged at \$233,601,000.00. Total obligated funding for both base and ARRA is \$2,078,511,646.47.

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

End of Modification 449

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 \$1,844,910,646.47 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, 2015.
- (b) Pursuant to the clause in Section I, entitled "Limitation of Funds," total funds in the amount of \$233,601,000.00 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

RL14655 - Washington Closure Hanford

Report Generated on: April 2, 2013 at 12:38:39 PM

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	
421101	00556	3Y	1720331	400408000	25400	0000000	0000000	0420361	AGRDW8993905401-0	257.94	0.00	0.00	0.00	257.94
Total for Program Parent/Control Point: 400000000										257.94	0.00	0.00	0.00	257.94
Total for Fund: 00556										257.94	0.00	0.00	0.00	257.94
Total for Recipient Code: RL										257.94	0.00	0.00	0.00	257.94
Total for Reporting Entity: 421101										257.94	0.00	0.00	0.00	257.94
421801	00922	YY	1721310	YN1901000	25400	0000000	0000000	0425155		10,000.00	0.00	0.00	0.00	10,000.00
421801	00922	YY	1721310	YN1901000	25400	0000000	0000000	0425156		5,000.00	0.00	0.00	0.00	5,000.00
421801	00922	YY	1721310	YN1901000	25499	0000000	0000000	0425194		0.00	25,000.00	0.00	25,000.00	25,000.00
421801	00922	YY	1721310	YN1901000	25499	0000000	0000000	0425217		0.00	0.00	75,000.00	75,000.00	75,000.00
<i>AY 2013 - PNNL IEWO 202176</i>														
Total for Program Parent/Control Point: YN1901000										15,000.00	25,000.00	75,000.00	100,000.00	115,000.00
Total for Fund: 00922										15,000.00	25,000.00	75,000.00	100,000.00	115,000.00
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: 01050										100.00	0.00	0.00	0.00	100.00
421801	01250	TP	1110832	EY5042411	25400	0000000	0001526	0000000		0.00	101,132.26	0.00	101,132.26	101,132.26
421801	01250	TP	1110832	EY5042411	31003	0000000	0001526	0000000		294,376.68	688,000.00	0.00	688,000.00	982,376.68
421801	01250	TP	1110832	EY5042411	32002	0427068	0001526	0000000		11,170.43	-11,170.43	0.00	-11,170.43	0.00
421801	01250	TP	1110832	EY5042411	32002	0427069	0001526	0000000		676,902.48	-676,902.48	0.00	-676,902.48	0.00
421801	01250	TP	1110832	EY5042411	32002	0427070	0001526	0000000		43,717.40	-43,717.40	0.00	-43,717.40	0.00
421801	01250	TP	1110832	EY5042411	32002	0427071	0001526	0000000		10,029.92	-10,029.92	0.00	-10,029.92	0.00
421801	01250	TP	1110832	EY5042411	32002	0427073	0001526	0000000		9,277.25	10,029.92	0.00	10,029.92	19,307.17
421801	01250	TP	1110832	EY5042411	32002	0427074	0001526	0000000		57,341.95	-57,341.95	0.00	-57,341.95	0.00
Total for Program Parent/Control Point: EY5042411										1,102,816.11	0.00	0.00	0.00	1,102,816.11
Total for Fund: 01250										12,143,453.73	152,827,090.00	0.00	152,827,090.00	164,970,543.73
Total for Reporting Entity: 421801										12,143,453.73	152,827,090.00	0.00	152,827,090.00	164,970,543.73
421801	01257	EN	1110832	EY5042411	32002	0427072	0001526	0000000		4,622.26	-4,622.26	0.00	-4,622.26	0.00
421801	01257	EN	1110832	EY5042411	32002	0427073	0001526	0000000		0.00	4,622.26	0.00	4,622.26	4,622.26
Total for Program Parent/Control Point: EY5042411										4,622.26	0.00	0.00	0.00	4,622.26
Total for Fund: 01257										4,622.26	0.00	0.00	0.00	4,622.26
421801	01759	2H	1720578	600306000	25400	0421317	0000000	0421555	AGRFHSAP	1,892.07	0.00	0.00	0.00	1,892.07
421801	01759	2H	1720578	600306000	25400	0421317	0000000	0421556	AGRSAPCH2MHILL	696.99	0.00	0.00	0.00	696.99
421801	01759	2H	1720578	600306000	25400	0421317	0000000	0421557	AGRSAPPNNL	2,259.02	0.00	0.00	0.00	2,259.02
Total for Program Parent/Control Point: 600000000										4,848.08	0.00	0.00	0.00	4,848.08
Total for Fund: 01759										4,848.08	0.00	0.00	0.00	4,848.08

Financial Plan Number: 7
Contract Modification Number: 13EM001425
Rpt Entity: RL Washington Closure Hanford

Fiscal Year: 2013
Fiscal Month: 07

Financial Plan Report - Detail

Site: RL

Page 2 of 3
Report: RFP0001

Report Generated on: April 2, 2013 at 12:38:39 PM

RL14655 - Washington Closure Hanford

Total for Recipient Code: RL	13,270,840.18	152,852,090.00	75,000.00	152,927,090.00	166,197,930.18
Total for Reporting Entity: 421801	13,270,840.18	152,852,090.00	75,000.00	152,927,090.00	166,197,930.18
Total for RL14655 - Washington Closure Hanford	13,271,098.12	152,852,090.00	75,000.00	152,927,090.00	166,198,188.12

Financial Plan Report - Detail

RL14655 - Washington Closure Hanford

Agency Sub-Report

<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Programs 40 or 55):	0.00
Total DOE Funds:	75,000.00
Total Non-Appropriated Funds:	0.00
Grand Total:	75,000.00

TAS Sub-Report

DOE Funding: NO APPROP

Reimbursable Funding:
No Reimbursable Funding Exists

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



INTER-ENTITY WORK ORDER (IWO)

Pacific Northwest
NATIONAL LABORATORY

IEWO #
WFO Code

DATE February 6, 2013	COMPLETION DATE December 31, 2013	IWO No: 202176 Mod No:
PNNL Budget Office Contact: Terri Kirchhoff		LSB/Room 1B32 PO Box 999 Richland WA 99354
CONTRACTOR: Washington Closure Hanford 2620 Fermi Ave H4-19 D140 Richland, WA 99354 Attn: Yvette Johnson 509-373-9037 fax 372-9009		SHIP TO: Battelle for the USDOE 6th & W Street, Bldg 790 Richland, WA 99354 Payment Terms: Net 30 Days FOB Point: N/A Shipping Method: N/A
		Phone Number: 509/371-7605 Fax Number: 509/371-7606 Email Address: terri.kirchhoff@pnl.gov
		SUBMIT INVOICES TO: Battelle Accounts Payable Reference: IWO No 202176 PO Box 999, MS J1-04 Richland WA 99354 Tel: 509-371-7546 Fax: 509-371-7551 Email: AP.invoices@pnl.gov

This document is not a contract. It is an Inter-entity Work Order (IWO), issued for services, equipment, or materials to be supplied under Washington Closure Government Contract DE-AC06-05RL14655 which is necessary and required in connection with Battelle Memorial Institute, Pacific Northwest Division's Government Contract D E-AC05-76RL01830 to operate the Pacific Northwest National Laboratory (PNNL) for the U.S. Department of Energy (DOE). Accounting for the cost of the services, equipment or materials will be made in accordance with practice and procedures required by the DOE Accounting Handbook unless other DOE instructions govern.

Scope Title: FY13 WCH Support for Field Project Coordinator for new 300 Area Electrical Service

Statement of work, Work Locations, and Identified Risks attached.

Special Requirements: Work performed at Washington Closure site (by WCH or subcontractors) shall comply with WCH Workers Safety and Health Program (WSHP); Price-Anderson Amendment Act (PAAA) nuclear safety rules and reporting requirements; Environmental, Safety, Health and Quality requirements and applicable site access authorizations and Security requirements as determined by WCH prime contract negotiated with the Department of Energy.

Work performed in PNNL facilities or work places shall be in accordance with PNNL's Workers Safety and Health Program and work control documents. WCH project-specific procedures and/or equipment developed in support of this work will be subject to review and approval by PNNL for conformance with PNNL's WSHP.

Performer Technical POC:

Name: Steve Garnett
Phone: 509-539-3247
E-mail

PNNL Technical Administrator:

Name: Bill Steward
Phone: 509-371-7038
E-mail george.steward@pnnl.gov

Cost Limitation:

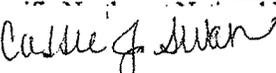
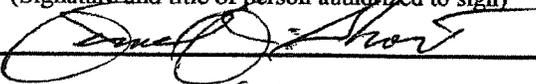
Previous Authorized:
Current Action: \$75,000.00
Total Authorized: \$75,000.00

Period of Performance:

Start date: 02/15/2013
End date: 12/31/2013

Total Authorized amount above must not be exceeded without the prior written approval of the Battelle PNNL Budget Office.

The PNNL Technical Administrator of the work to be performed under the terms of this IWO shall issue instructions as necessary. These instructions must, in all cases, be within the scope of this IWO and Washington Closure should withhold action on any instruction which does not meet this requirement.

 laboratory cassie.swan@pnnl.gov 2013.02.06 13:32:32 -08'00'	Washington Closure Contracting Officer	Date Signed 2/13/13
Cassie Swan, IWO Specialist PNNL Budget Office	(Signature and title of person authorized to sign) 	

WFO 0425217

202/76

STATEMENT OF WORK

WCH PROVIDE FIELD PROJECT COORDINATOR

FOR NEW 300 AREA ELECTRICAL SERVICE

The Pacific Northwest National Laboratory (PNNL) in conjunction with the City of Richland (COR) is undertaking the installation of a new 300 Area electrical distribution service for PNNL and DOE owned facilities/buildings. PNNL is the project integrator for this effort. The COR is responsible for installation and distribution of the electrical service system within a DOE granted land easement. This action is consistent with various project agreements and DOE authorizations.

In pursuit of this action, PNNL is requesting that Washington Closure Hanford (WCH) provide a Field Project Coordinator to support the installation of the new electrical service. The Project Coordinator will interface with PNNL, the COR, WCH and Mission Support Alliance (MSA) on activities to help ensure an efficient, safe and successful installation.

Once, we are requesting that an IWO is set up for WCH to provide the specified support in proceeding with the transition of the electric utility to the COR. We are expecting this new service to be complete end of CY 2013.

As anticipated the Field Project Coordinator will provide support to the Project in the time frame noted below.

February 2013 thru March 2013 – 25% level

April 2013 thru Oct. 2013 – 75% to level

Nov. 2013 thru Dec. 2013 – 25% level

Equivalent of ~0.5 annual FTE

CH POC : Steve Garnett 509-539-3247

NL POC Jim Bixler 509-371-7755 Bill Steward 509-371-7038