

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES	
			1	7
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)	
464	See Block 16C	13EM001803		
6 ISSUED BY	CODE	7 ADMINISTERED BY (If other than Item 6)	CODE	
Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	00601	Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	00601	
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO		
WASHINGTON CLOSURE HANFORD, LLC Attn: Carol A. Johnson, President 2620 Fermi Avenue Richland WA 99354		(x)		
		9B DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO		
		DE-AC06-05RL14655		
		10B. DATED (SEE ITEM 13)		
		03/23/2005		
CODE	FACILITY CODE			
167280762				

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 Attached Financial Plan No. 2013-9 Net Increase: \$8,709,742.06

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

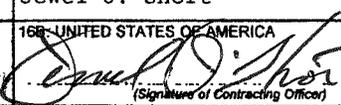
E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

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

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: (1) decrease the amount of obligated funding by (\$257.94) under Program 1720331; (2) increase the amount of obligated funding by \$10,000 for Inter-Entity Work Order (IWO) No. 191627 under Program 1721310; and (3) increase the amount of obligated funding for Program 1111557 by \$8,700,000. Total Fiscal Year (FY) 2013 obligated funding is hereby increased by \$8,709,742.06, from \$1,876,637,736.47 to \$1,885,347,478.53. Contract revisions are detailed on Page 2 of this modification.
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)	
CA Johnson, President		Jewel J. Short	
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA	16C DATE SIGNED
	5/16/13		5/16/13
<small>(Signature of person authorized to sign)</small>		<small>(Signature of Contracting Officer)</small>	

SF30 BLOCK 14 CONTINUATION:

- B. This modification hereby obligates a total net increase of \$8,709,742.06 in incremental funding for FY 2013 as detailed below and in the “Financial Plan Report – Detail” (Financial Plan No. 2013-9), attached as pages 4 and 5 of this modification.
1. Funding in the amount of (\$257.94) is hereby deobligated from Program No. 1720331. This funding was originally obligated to the contract as FY 2006 funds from the U.S. Environmental Protection Agency for support for the Visual Sample Plan software and other activities related to quality assurance.
 2. Funding in the amount of \$10,000.00 is hereby obligated to the contract for IWO No. 191627 under Program No. 1721310 for the Pacific Northwest National Laboratory. A copy of IWO No. 191627 and the related Statement of Work is attached as pages 6 and 7 of this modification.
 3. Incremental FY 2013 funding in the amount of \$8,700,000.00 is hereby obligated to the contract under Program No. 1111557.
- C. Contract Section B, paragraph B.2(a), is modified to reflect an increase of \$8,709,742.06 in obligated base funding, from \$1,876,637,736.47 to \$1,885,347,478.53. 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 \$1,876,637,736.47 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 \$1,885,347,478.53 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 \$2,118,948,478.53.

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

End of Modification 464

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 \$1,885,347,478.53 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: May 13, 2013 at 03:12:00 PM

Rpt Entity	Fund Code	Leg FT	Legacy 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	-257.94	-257.94	0.00
<i>AY 2006 - DE-OBLIGATE EPA FUNDS FOR CLOSEOUT</i>														
Total for Program Parent/Control Point: 400000000										257.94	0.00	-257.94	-257.94	0.00
Total for Fund: 00556										257.94	0.00	-257.94	-257.94	0.00
Total for Recipient Code: RL										257.94	0.00	-257.94	-257.94	0.00
Total for Reporting Entity: 421101										257.94	0.00	-257.94	-257.94	0.00
421801	00922	YY	1721310	YN1901000	25400	0000000	0000000	0425156		5,000.00	0.00	10,000.00	10,000.00	15,000.00
<i>AY 2013 - Additional \$10K ob IEWO 191627</i>														
Total for Program Parent/Control Point: YN1901000										5,000.00	0.00	10,000.00	10,000.00	15,000.00
Total for Fund: 00922										5,000.00	0.00	10,000.00	10,000.00	15,000.00
421801	01250	TP	1111557	EY5202410	25400	0000000	0001526	0000000		12,143,453.73	182,127,090.00	8,700,000.00	190,827,090.00	202,970,543.73
<i>AY 2013 - FY13 INCREMENTAL FUNDING FOR WCH OPERATIONS</i>														
Total for Program Parent/Control Point: EY5202400										12,143,453.73	182,127,090.00	8,700,000.00	190,827,090.00	202,970,543.73
Total for Fund: 01250										12,143,453.73	182,127,090.00	8,700,000.00	190,827,090.00	202,970,543.73
Total for Recipient Code: RL										12,148,453.73	182,127,090.00	8,710,000.00	190,837,090.00	202,985,543.73
Total for Reporting Entity: 421801										12,148,453.73	182,127,090.00	8,710,000.00	190,837,090.00	202,985,543.73
Total for RL14655 - Washington Closure Hanford										12,148,711.67	182,127,090.00	8,709,742.06	190,836,832.06	202,985,543.73

Financial Plan Report - Detail

RL14655 - Washington Closure Hanford

Report Generated on: May 13, 2013 at 03:12:00 PM

Agency Sub-Report

<u>Agency</u>	<u>Obligation Change Amount</u>
Environmental Protections Agency	-257.94
Total Appropriated Funds (Programs 40 or 55):	-257.94
Total DOE Funds:	8,710,000.00
Total Non-Appropriated Funds:	0.00
Grand Total:	8,709,742.06

TAS Sub-Report

DOE Funding:	89X0251
Reimbursable Funding:	
Environmental Protections Agency	68-20X8145

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



INTER-ENTITY WORK ORDER (IWO)

Pacific Northwest
NATIONAL LABORATORY

IEWO #
WFO Code

DATE May 8, 2013	COMPLETION DATE September 30, 2013	IWO No: 191627 Mod No: 1
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		Phone Number: 509/371-7605 Fax Number: 509/371-7606 Email Address: terri.kirchhoff@pnl.gov
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		SUBMIT INVOICES TO: Battelle Accounts Payable Reference: IWO No 191627 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 DE-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 of the City of Richland 300 Area Electrical Service Project

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: Don McBride
Phone: 509-554-9202
E-mail

PNNL Technical Administrator:

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

Cost Limitation:

Previous Authorized: \$5,000.00
Current Action: \$10,000.00
Total Authorized: \$15,000.00

Period of Performance:

Start date: 10/01/2012
End date: 09/30/2013

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.

Pacific Northwest National Laboratory <i>Cassie J Swan</i> Cassie J Swan 2013.05.08 09:02:22 -07'00'	Washington Closure <i>J. Jeff Short</i> (Signature and title of person authorized to sign) J. Jeff Short Contracting Officer	Date Signed 5-9-13
Cassie Swan, IWO Specialist PNNL Budget Office		

WFO 0425156

STATEMENT OF WORK

The power for the 300 Area is currently provided through Department of Energy-Richland Operations Office (DOE-RL) by Washington Closure (WCH) and Mission Support Alliance (MSA). Pacific Northwest National Laboratory (PNNL) has received PNSO approval to pursue 300 Area electrical services for PNNL through the City of Richland (COR). PNNL is the project integrator for this effort and will be requesting WCH and MSA's various support to complete the project. PNSO and PNNL were directed by DOE-RL to establish IWO's for this support. Hence, we are requesting that an IWO is set up for both WCH and MSA to provide for their support in proceeding with the transition of the electric utility to the COR. We are expecting to have this complete by end of FY 2013. IWO's will be supplemented as required.