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|---|------------------------------------|---|--|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 15 | |
| 2. AMENDMENT/MODIFICATION NO. 0492 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. 13EM003175 | 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: \$418,746.12
 See Attached Financial Plan No. 2013-12

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 _____ 0 _____ 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) increase the amount of obligated funding by \$10,000 for Inter-Entity Work Order (IWO) No. 191627 under Program 1721310; (2) decrease the amount of obligated funding by \$6,611.89 for Inter-Entity Work Order (IWO) No. 191013 under Program 1721310; (3) increase the amount of obligated funding for Program 1111557 by \$324,735.19; (4) increase the amount of obligated funding for Program 1110832 by \$54,122.82; and (5) increase the amount of obligated funding for Program 1110620 by \$36,500.00. Total Fiscal Year (FY) 2013 obligated funding is hereby increased by \$418,746.12, from \$1,967,248,078.44 to \$1,967,666,824.56. Contract revisions 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 (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer) | 16C. DATE SIGNED 09/25/2013 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC06-05RL14655/0492

PAGE OF
2 15

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON CLOSURE HANFORD, LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | are detailed on Page 2 of this modification Period of Performance: 03/23/2005 to 09/30/2015 | | | | |

SF30 BLOCK 14 CONTINUATION:

- B. This modification hereby obligates a total net increase of \$418,746.12 in incremental funding for FY 2013 as detailed below and in the “Financial Plan Report – Detail” (Financial Plan No. 2013-12), attached as pages 5 and 6 of this modification.
1. 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, Mod 2, and the related Statement of Work is attached as pages 7 and 8 of this modification.
 2. Funding in the amount of \$6,611.89 is hereby de-obligated to the contract for IWO No. 191013 under Program No. 1721310 for the Pacific Northwest National Laboratory. A copy of IWO No. 191013, Mod 1, and the related Statement of Work is attached as pages 9 through 15 of this modification.
 3. Incremental FY 2013 funding in the amount of \$324,735.19 is hereby obligated to the contract under Program No. 1111557.
 4. Incremental FY 2013 funding in the amount of \$54,122.82 is hereby obligated to the contract under Program No. 1110832.
 5. Incremental FY 2013 funding in the amount of \$36,500.00 is hereby obligated to the contract under Program No. 1110620.
- C. Contract Section B, paragraph B.2(a), is modified to reflect an increase of \$518,746.12 in obligated base funding, from \$1,967,248,078.44 to \$1,967,666,824.56. 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 \$1,967,248,078.44 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 \$1,967,666,824.56 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 \$233,588,557.29. Total obligated funding for both base and ARRA is \$2,201,255,381.85.

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

End of Modification 492

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 \$1,967,666,824.56 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 \$233,588,557.29 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

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 | |
| 2005 | 421101 | 01250 | TP 1110620 | EY1242411 | 25400 | 00000000 | 0001526 | 00000000 | | 0.00 | 0.00 | 36,500.00 | 36,500.00 | 36,500.00 |
| <i>AY 2005 - OBLIGATE REMAINING FUNDS FOR FY13 WCH OPERATIONS</i> | | | | | | | | | | | | | | |
| Total for Program Parent/Control Point: EY1200000 | | | | | | | | | | 0.00 | 0.00 | 36,500.00 | 36,500.00 | 36,500.00 |
| Total for Fund Type: TP | | | | | | | | | | 0.00 | 0.00 | 36,500.00 | 36,500.00 | 36,500.00 |
| Total for Recipient Code: RL | | | | | | | | | | 0.00 | 0.00 | 36,500.00 | 36,500.00 | 36,500.00 |
| Total for Reporting Entity: 421101 | | | | | | | | | | 0.00 | 0.00 | 36,500.00 | 36,500.00 | 36,500.00 |
| 2008 | 421801 | 01257 | EN 1110832 | EY5042411 | 25400 | 00000000 | 0001526 | 00000000 | | 0.00 | 0.00 | 4,622.26 | 4,622.26 | 4,622.26 |
| <i>AY 2008 - OBLIGATE REMAINING FUNDS FOR FY13 WCH OPERATIONS</i> | | | | | | | | | | | | | | |
| Total for Program Parent/Control Point: EY5042411 | | | | | | | | | | 0.00 | 0.00 | 4,622.26 | 4,622.26 | 4,622.26 |
| Total for Fund Type: EN | | | | | | | | | | 0.00 | 0.00 | 4,622.26 | 4,622.26 | 4,622.26 |
| 2008 | 421801 | 01250 | TP 1110832 | EY5042411 | 25400 | 00000000 | 0001526 | 00000000 | | 0.00 | 54,887.83 | 705.83 | 55,593.66 | 55,593.66 |
| <i>AY 2008 - OBLIGATE REMAINING FUNDS FOR FY13 WCH OPERATIONS</i> | | | | | | | | | | | | | | |
| 2009 | 421801 | 01250 | TP 1110832 | EY5042411 | 25400 | 00000000 | 0001526 | 00000000 | | 0.00 | 0.00 | 27,550.96 | 27,550.96 | 27,550.96 |
| <i>AY 2009 - OBLIGATE REMAINING FUNDS FOR FY13 WCH OPERATIONS</i> | | | | | | | | | | | | | | |
| 2010 | 421801 | 01250 | TP 1110832 | EY5042411 | 25400 | 00000000 | 0001526 | 00000000 | | 0.00 | 0.00 | 10,029.92 | 10,029.92 | 10,029.92 |
| <i>AY 2010 - OBLIGATE REMAINING FUNDS FOR FY13 WCH OPERATIONS</i> | | | | | | | | | | | | | | |
| 2011 | 421801 | 01250 | TP 1110832 | EY5042411 | 25400 | 00000000 | 0001526 | 00000000 | | 0.00 | 46,244.43 | 11,213.85 | 57,458.28 | 57,458.28 |
| <i>AY 2011 - OBLIGATE REMAINING FUNDS FOR FY13 WCH OPERATIONS</i> | | | | | | | | | | | | | | |
| Total for Program Parent/Control Point: EY5042411 | | | | | | | | | | 0.00 | 101,132.26 | 49,500.56 | 150,632.82 | 150,632.82 |
| 2012 | 421801 | 01250 | TP 1111557 | EY5202410 | 25400 | 00000000 | 0001526 | 00000000 | | 12,143,453.73 | 0.00 | 20,640.30 | 20,640.30 | 12,164,094.03 |
| <i>AY 2012 - OBLIGATE REMAINING FUNDS FOR FY13 WCH OPERATIONS</i> | | | | | | | | | | | | | | |
| 2013 | 421801 | 01250 | TP 1111557 | EY5202410 | 25400 | 00000000 | 0001526 | 00000000 | | 0.00 | 272,722,896.00 | 304,094.89 | 273,026,990.89 | 273,026,990.89 |
| <i>AY 2013 - OBLIGATE REMAINING FUNDS FOR FY13 WCH OPERATIONS</i> | | | | | | | | | | | | | | |
| Total for Program Parent/Control Point: EY5202400 | | | | | | | | | | 12,143,453.73 | 272,722,896.00 | 324,735.19 | 273,047,631.19 | 285,191,084.92 |
| Total for Fund Type: TP | | | | | | | | | | 12,143,453.73 | 272,824,028.26 | 374,235.75 | 273,198,264.01 | 285,341,717.74 |
| 2012 | 421801 | 00922 | YY 1721310 | YN1901000 | 25400 | 00000000 | 00000000 | 0425155 | | 10,000.00 | 0.00 | -6,611.89 | -6,611.89 | 3,388.11 |
| <i>AY 2012 - IWO 191013.1 to de-ob \$6,611.89 resulting in an overall ending authorized ob amount of \$3,388.11</i> | | | | | | | | | | | | | | |
| 2013 | 421801 | 00922 | YY 1721310 | YN1901000 | 25400 | 00000000 | 00000000 | 0425156 | | 0.00 | 10,000.00 | 10,000.00 | 20,000.00 | 20,000.00 |
| <i>AY 2013 - IWO 191627.1 adds \$10K and extends PoP thru 12/31/2013</i> | | | | | | | | | | | | | | |
| Total for Program Parent/Control Point: YN1901000 | | | | | | | | | | 10,000.00 | 10,000.00 | 3,388.11 | 13,388.11 | 23,388.11 |
| Total for Fund Type: YY | | | | | | | | | | 10,000.00 | 10,000.00 | 3,388.11 | 13,388.11 | 23,388.11 |
| Total for Recipient Code: RL | | | | | | | | | | 12,153,453.73 | 272,834,028.26 | 382,246.12 | 273,216,274.38 | 285,369,728.11 |
| Total for Reporting Entity: 421801 | | | | | | | | | | 12,153,453.73 | 272,834,028.26 | 382,246.12 | 273,216,274.38 | 285,369,728.11 |
| Total for RL14655 - Washington Closure Hanford | | | | | | | | | | 12,153,453.73 | 272,834,028.26 | 418,746.12 | 273,252,774.38 | 285,406,228.11 |

Financial Plan Number: 14

Fiscal Year: 2013

Fiscal Month: 12

Financial Plan Report - Detail with Appr Year

Site: RL

Page 2 of 2

Report: RFP0013

Contract Modification Number: 13EM003175

Rpt Entity: RL Washington Closure Hanford

RL14655 - Washington Closure Hanford

Report Generated on: September 24, 2013 at 06:46:10 PM

| 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 | |

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



INTER-ENTITY WORK ORDER (IWO)

Pacific Northwest
NATIONAL LABORATORY

IEWO #
WFO Code

| | | |
|--|---|--|
| DATE September 6, 2013 | COMPLETION DATE December 31, 2013 | IWO No: 191627 Mod No: 2 |
| PNNL Budget Office Contact: Terri Kirchhoff | LSB/Room 1B32 PO Box 999 Richland WA 99354 | Phone Number: 509/371-7605 Fax Number: 509/371-7606 Email Address: terri.kirchhoff@pnl.gov |
| 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 | 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: \$15,000.00
Current Action: \$10,000.00
Total Authorized: \$25,000.00

Period of Performance:

Start date: 10/01/2012
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.

| | | |
|---|---|-------------|
| Pacific Northwest National Laboratory <i>Cassie J Swan</i> Cassie J Swan 2013.09.06 14:44:06 -07'00' | Washington Closure J. Jeff Short Contracting Officer | Date Signed |
| Cassie Swan, IWO Specialist PNNL Budget Office | (Signature and title of person authorized to sign) <i>Jeff Short</i> | |

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 CY 2013. IWO's will be supplemented as required.



INTER-ENTITY WORK ORDER (IWO)

Pacific Northwest
NATIONAL LABORATORY

IEWO #

WFO Code

| | | |
|--|---|--|
| DATE September 9, 2013 | COMPLETION DATE September 30, 2014 | IWO No: 191013 Mod No: 1 |
| PNNL Budget Office Contact: Terri Kirchhoff | LSB/Room 1B32 PO Box 999 Richland WA 99354 | Phone Number: 509/371-7605 Fax Number: 509/371-7606 Email Address: terri.kirchhoff@pnl.gov |
| 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 | SUBMIT INVOICES TO: Battelle Accounts Payable Reference: IWO No 191013 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: WCH - ERDF - Mod 1 deobligates funding and extends the POP.

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: Mark Clark
Phone: 509-420-6756
E-mail mdclark@wch-rcc.com

PNNL Technical Administrator:

Name: Terri Mars
Phone: 509-375-5661
E-mail terri.mars@pnnl.gov

Cost Limitation:

Previous Authorized: \$13,000.00
Current Action: (\$9,611.89)
Total Authorized: \$3,388.11

Handwritten: \$10,000.00 (6,611.89) \$3,388.11

Period of Performance:

Start date: 10/01/2012
End date: 09/30/2014

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 joe.northrop@pnnl.gov <small>Digitally signed by joe.northrop@pnnl.gov DN: cn=joe.northrop@pnnl.gov Date: 2013.08.29 13:57:08 -07'00'</small> | Washington Closure Jeff Short Contracting Officer | Date Signed 9-9-13 |
| Cassie Swan, IWO Specialist PNNL Budget Office | (Signature and title of person authorized to sign) | |

WFO 0425155

Statement of Work
For Direct Project Support and Technical Support, Transportation, Treatment and Disposal Services for Pacific Northwest National Laboratory (PNNL)
Ongoing extends the POP through 9/30/2014
\$3K authorized for FY14

This Work Order is issued under Memorandum of Agreement (MOA) for the Performance and Payment of Services between Pacific Northwest National Laboratory (PNNL) and Washington Closure Hanford LLC (WCH), effective October 1, 2013.

Either party (Buyer or Contractor) may cancel this work order for any reason with a two week written notice to the other party. This work order is effective through September 30, 2014

WCH is currently reviewing operations at the Environmental Restoration Disposal Facility (ERDF) and reserves the right to change rates based on the outcome of this review and review by DOE-RL.

1.0 Objective/Purpose:

This Statement of Work (SOW) is FY14 scope, to provide Pacific Northwest National Laboratory (PNNL) (hereafter referred to as the Buyer) with Direct Project Support, Technical Support, Transportation Support, Treatment Support, and Disposal Support for waste treated and/or disposed in the Environmental Restoration Disposal Facility (ERDF). This SOW is to support all Buyer waste streams targeted for disposition in the ERDF. The ERDF is managed by Washington Closure Hanford (WCH) (hereafter referred to as the Contractor).

2.0 Background/Introduction

The Buyer is responsible for managing waste from various projects and facilities under the Buyer's contract. Projects and/or facilities that will be generating waste under this agreement include (but are not limited to):

It is anticipated that the buyer will begin requesting services under this SOW in October 2013. The waste from this project is being generated under a Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) decision and is eligible for disposal in the ERDF. The "Environmental Restoration Disposal Facility Waste Disposal Requirements (EWDR)" sets forth the overall management and financial responsibilities of Buyer and the Contractor for accomplishing this work. This SOW supplements the EWDR with additional instructions, requirements and responsibilities.

3.0 Scope

Provide support for waste acceptance, transportation (as needed), disposal and treatment of waste generated by Buyer projects and facilities as directed by the Buyer.

Direct Project Support

- Detailed Cost Estimates
- ERDF Container Scheduling support
- Project Schedule

- Project Management

Technical Support

- Data Quality Objective support
- Sample and Analysis Plan support
- Remedial Action Work Plan support
- Waste Treatment Plan support
- Air Operating Permit Evaluations
- Fire Hazard Analysis Evaluations
- Emergency Preparedness Hazards Assessments
- Emergency Action Plan Evaluations
- ERDF Waste Acceptance Criteria (WAC) Evaluations
- Waste Characterization Evaluations
- ERDF Operation Evaluations
- Industrial Hygiene Evaluations
- Waste Designation support
- ERDF Waste Profiling support
- Waste Treatment Plan

Waste Transportation Support

The Contractor shall perform work that supports the movement of waste from the Buyer's dedicated CTA to the ERDF disposal cells. Buyer may request Contractor equipment and resources to transport waste containers, as needed, as Contractor's resources permit. Contractor must give at least 30 days notice to Buyer if such transportation services are to be terminated. Contractor and Buyer responsibilities for transportation services will be identified in a project specific addendum to this SOW. Buyer has the option to direct haul trucks/containers from waste generating sites to ERDF given that trucks/containers have been evaluated by ERDF Operations personnel and are consistent with safe operation at the ERDF dump ramps. Waste Transportation Support includes:

- Pick-up and delivery of ERDF Roll-on/Roll-off Containers on a limited basis
- Waste Shipping and Receiving Plan (WSRP) support
- Preparation of Onsite Waste Tracking Forms (OWTF)
- Waste Management and Information System (WMIS) support
- Off loading of standard waste containers (e.g., boxes, drums).
- Offloading of non-standard waste containers (e.g., IP1/IP2s and Disposable Solid Waste Containers) and bulk materials such as steel pilings, transformers, etc
- Providing and documenting briefings to Buyers Hazmat-qualified drivers to cover information regarding ERDF traffic flow patterns and other ERDF safety rules.
- Maintain, calibrate a certified Vehicle Weight Scale located at the east and west entrances of ERDF and making it available for Buyer use.
- Conducting radiological surveys at the ERDF for received Buyer container loads and document survey results.
- Perform decontamination of Buyer waste containers as necessary to meet DOT and 10 CRF 835.

Waste Treatment and Disposal Support

The scope of Waste Treatment is limited to basic macroencapsulation and stabilization. Non-standard items for disposal requiring a crane lift in excess of 75 tons and will be charged to the Buyer in addition approved disposal rates. ERDF standard operating hours for Waste Treatment

and Disposal Support are Monday through Thursday 6am to 4:30pm. Waste Treatment and Disposal Support includes:

- Macroencapsulation
- Treatment (i.e., stabilization) on a case by case basis
- Void fill
- ERDF Operational support
- ERDF Radiological Control support
- ERDF Industrial Hygiene support
- Waste Placement

The Buyer's responsibilities associated with the Contractors performance of above scope include:

- Providing transportation equipment, waste containers and other materials required to transport Buyer waste from Buyer projects to the ERDF (except as otherwise negotiated).
- Providing maintenance on Buyer packaging and transportation vehicles, equipment, and roll-on/roll-off waste containers
- Ensuring that roll-on/roll-off waste containers are properly maintained and inspected in accordance with manufacturer recommendations and other good practices or requirements.
- Ensuring that Buyer personnel comply with ERDF processes to include ERDF flow patterns, entry-area weigh-in at the designated weight scale, and attention to radiological postings.
- Ensuring Buyer ERDF Point-of-Contact (POC) provides input to the ERDF Operations disposal schedule (3-week schedule) and attends the Contractor weekly status meetings, as needed.
- Communicating waste volumes for treatment and disposal through the Buyer ERDF POC and at Contractor ERDF weekly status meetings or as needed. Contractor must give at least 30 days notice to Buyer if such treatment services are to be terminated. Contractor and Buyer responsibilities for treatment services will be identified in a project specific addendum to this SOW.
- Ensuring that the Buyer ERDF POC attends or calls in to the daily ERDF Status Meetings; or as needed. (if the Contractor is transporting the Buyers waste).
- Ensuring roll-on/roll-off waste containers and waste transportation vehicles are labeled in accordance with ERDF practices to include the Radio Frequency Identification (RFID) Tags, OWTF Pouches and Radiological material labels.
- Providing Radiological Work Permits (RWPs) for Buyer drivers that cover Buyer waste transportation activities to include the Container Transfer Area and disposal ramps as required at ERDF.
- Labeling roll-on/roll-off waste containers that contain Hard to Detect (HTD) isotopes in quantities requiring special radiological survey or beryllium.

4.0 Deliverables

1. The Contractor will provide the following deliverables:

Direct Project Support

- Detailed Cost Estimates
- ERDF Container Scheduling support
- Project Schedule
- Project Management

Technical Support

- Data Quality Objectives support
- Sample and Analysis Plan support
- Remedial Action Work Plan support
- Waste Treatment Plan support
- Air Operating Permit Evaluations
- Fire Hazard Analysis Evaluations
- Emergency Preparedness Hazards Assessments
- Emergency Action Plan Evaluations
- ERDF Waste Acceptance Criteria (WAC) Evaluations
- Waste Characterization Evaluations
- ERDF Operation Evaluations
- Industrial Hygiene Evaluations
- Waste Designation support
- ERDF Waste Profiling support
- Waste Treatment Plan

Waste Transportation Support

Waste Transportation Support will be provided on ERDF Standard Operating hours for this service which are Monday through Thursday 6am to 2:30am. The scope of this effort will include:

- Pick-up and delivery of ERDF roll-on/roll-off Containers as Contractor waste volumes allow.
- WSRP support
- OWTF preparation support
- WMIS support

Waste Treatment and Disposal Support

Waste Treatment and Disposal Support will be provided on ERDF standard operating hours for this service which are Monday through Thursday 6am to 4:30pm. The scope of this effort will include

- Waste treatment
 - ERDF Operational support
 - ERDF Radiological Control support
 - ERDF Industrial Hygiene support
 - Waste Placement
 - Treatment Plan support
2. As needed, the Contractor shall provide the Buyer a signed notification of treatment and/or disposal of waste. The notification can note each individual Package Identification Number (PIN) or an entire shipment using the shipment number. The notification shall be provided to the Buyer within 30 days of waste disposal and prior to invoicing or accompany the invoice.
 3. The Contractor shall provide a monthly statement of charges for work performed and total amount of waste disposed in tons by profile under this SOW (i.e., reference ERDF Waste Profiles for tracking purposes).
 4. The Contractor shall prioritize workload in accordance with the Buyer's list of priorities and in consideration of priorities of all customers utilizing ERDF transportation and disposal services.

5. The Buyer shall provide the Contractor an estimate of tons to be treated and disposed on a annual basis (first estimate due by October 31, 2013).
6. The Buyer shall submit shipping and detailed waste information to the Contractor at least one week prior to issuance of an OWTF by the Contractor.
7. The Buyer shall maintain and submit to the Contractor a list of priorities for all work requested under this SOW.

5.0 Waste Acceptance

Special-Handled Waste - Waste streams that comply with ERDF WAC but do not meet supplemental criteria (SWAC) will be considered for disposal at ERDF on a case-by-case basis.

Contractor reserves the right to deny shipments based on the levels of Technetium 99, Carbon 14, and total Uranium that may impact ERDF's ability to continue landfill operations. The ERDF Authorization Basis (AB) may impose additional restrictions on planned shipments and will be evaluated on a case by case basis.

6.0 Schedule

The contractor shall perform this work from the effective date of this SOW through September 2013.

7.0 Safety

The safety of all employees is of primary concern to the Buyer and the Contractor. Both the Buyer and the Contractor shall have the authority to "stop work" whenever a safety concern is identified. To help ensure Buyer safe operation of Buyer's equipment and vehicles at ERDF, Contractor will identify to the Buyer ERDF specific hazards applicable to Buyer operation of Buyer's vehicles and equipment at ERDF. The Contractor will also take appropriate immediate actions to respond (secure, notify and report) to any incident/event involving Buyer's equipment/personnel while operating within the boundary of ERDF.

8.0 ES&H Requirements

The Contractor's ES&H Requirements under the PRIME contract shall apply to all work.

9.0 Quality Assurance

Work under this SOW is subject to 10 CFR Part 830 Subpart A, Quality Assurance Requirements, and the enforcement actions under 10 CFR 820, General Statement of Enforcement Policy, and shall be performed in accordance with the approved ERDF Quality Assurance Program.

10.0 Hold Points

The Contractor's transportation vehicles may be inspected at the time of waste pick-up. The inspection will include: (1) ensure driver possesses a valid Commercial Drivers License with a Hazardous Material Endorsement; (2) ensure yearly vehicle inspection is current; (3) perform a visual inspection of the vehicle and load for unsafe conditions and; (4) perform a visual inspection of the roll-off containers/flat beds for unsafe conditions. Any deficiencies noted may result in the shipment being cancelled until such time that the deficiency is corrected. If cancellation of a shipment is due to the transportation vehicles noncompliance, the Contractor shall not bill the Buyer for the cancelled shipment. In the event a shipment is cancelled due to deficiencies discovered during the vehicle inspection by the Buyer, the Buyer shall immediately notify the Contractor of the deficiency that caused the shipment to be cancelled.

In the event the Buyer requests to execute work inside the ERDF, i.e., Buyer transports material, the Contractor reserves the right to inspect all documentation, including driver certifications and procedures/work packages prior to performance of work.

11.0 Configuration Management

N/A

12.0 Training

All employees should have the training necessary to complete the job as required in this SOW. The Contractor's transportation drivers shall have current Commercial Driver License with a hazardous Material Endorsement. Drivers shall be Hazardous Waste Worker trained per 49 CFR Part 172.704, as applicable and have radiological training.

13.0 Minimum Qualifications

N/A

14.0 Unique Requirements

Payment for services shall be in accordance with Attachment 1 "ERDF EWDR" and the Contractor's cost sheet

15.0 Standards

N/A

16.0 Requirements which flow down

The Contractor shall adhere to Integrated Safety Management System requirements as specified in the Contractor's contract with the U.S. Department of Energy.

17.0 10 CFR 830 Subpart A Applicability

Work under this contract is subject to the provisions of 10 CFR Part 830 Subpart A, Quality Assurance Requirements. Work is also subject to 10 CFR Part 820, General Statement of Enforcement Policy.

18.0 Administrative Aspects: The Buyer's Technical Representative is Terri Mars. The backup Buyer Technical Representative will be Terri Mars. The responsible Buyer's Cost Account Manager is Trevor VanArsdale.