

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 7

2. AMENDMENT/MODIFICATION NO. 0541
3. EFFECTIVE DATE See Block 16C
4. REQUISITION/PURCHASE REQ. NO. 14EM002092
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
Richland Operations Office
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, 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) Net Increase: \$75,042,500.00
See Attached Financial Plan No. 2014-12

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 _____ 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 FY 2014 obligated funding for Program 1111557 by \$75,000,000.00; (2) reallocate FY 2011 funding in the amount of \$188,724.83, transferring this amount within Program No. 1110832 (Net \$0); (3) increase the amount of obligated funding by \$2,500.00 for Inter-Entity Work Order (IWO) No. 191013 (Mod. 4) under Program No. 1721310; and (4) increase the amount of obligated funding by \$40,000.00 for IWO No. 194454 (Mod. 2A) under Program No. 1721310. Total obligated funding is hereby increased by \$75,042,500.00, from \$2,154,482,824.56 to \$2,229,525,324.56. Contract revisions are 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)
John J. Wiltshire

15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED
16B. UNITED STATES OF AMERICA
16C. DATE SIGNED
6/12/2014

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>detailed on Page 3 of this modification. FOB: Destination Period of Performance: 03/23/2005 to 09/30/2015</p>				

SF30 BLOCK 14 CONTINUATION:

- B. This modification hereby obligates a total net increase of \$75,042,500 in incremental funding for FY 2014 as detailed below and in the “Financial Plan Report – Detail” (Financial Plan No. 2014-12), attached as Page 5 of this modification.
1. Incremental FY 2014 funding in the amount of \$75,000,000.00 is hereby obligated to the contract under Program No. 1111557.
 2. Funding in the amount of \$188,724.83, obligated to the contract in FY 2011, is hereby reallocated within Program No. 1110832. This funding has been transferred from Object Class 31003, CENTRC (Equipment), to Object Class 25400, Operations. This is a Net \$0 funding reallocation.
 3. Funding in the amount of \$2,500.00 is hereby obligated to the contract for IWO No. 191013, Mod. 4, under Program No. 1721310 for the Pacific Northwest National Laboratory (PNNL). A copy of IWO No. 191013, Mod. 4, is attached as Page 6 of this modification. The related Statement of Work for this IWO for FY 2014 has not changed (refer to Contract Modification No. 519, dated February 19, 2014).
 4. Funding in the amount of \$40,000.00 is hereby obligated to the contract for IWO No. 194454, Mod. 2A, under Program No. 1721310 for PNNL. A copy of IWO No. 194454, Mod. 2A, is attached as Page 7 of this modification. The related Statement of Work for this IWO for FY 2014 has not changed (refer to Contract Modification No. 499, dated October 18, 2013).
- C. Contract Section B, paragraph B.2(a), is modified to reflect an increase of \$75,042,500.00 in obligated base funding, from \$2,154,482,824.56 to \$2,229,525,324.56. 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 \$2,154,482,824.56 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.”
- TO:
- “Pursuant to the Section I clause entitled Limitation of Funds, total funds in the amount of \$2,229,525,324.56 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 \$2,463,113,881.85.

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

End of Modification 541

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 \$2,229,525,324.56 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

Report Generated on: June 11, 2014 at 01:44:56 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
2011	421801	01250	TP 1110832	EY5042411	25400	0000000	0001526	0000000		0.00	800,000.00	188,724.83	988,724.83	988,724.83
<i>AY 2011 - Washington Closure Hanford, River Corridor Closure Project</i>														
2011	421801	01250	TP 1110832	EY5042411	31003	0000000	0001526	0000000		188,724.83	0.00	-188,724.83	-188,724.83	0.00
<i>AY 2011 - CENRTC</i>														
Total for Program Parent/Control Point: EY5042411										188,724.83	800,000.00	0.00	800,000.00	988,724.83
2013	421801	01250	TP 1111557	EY5202410	25400	0000000	0001526	0000000		14,144,148.38	1,200,000.00	0.00	1,200,000.00	15,344,148.38
2014	421801	01250	TP 1111557	EY5202410	25400	0000000	0001526	0000000		0.00	184,700,000.00	75,000,000.00	259,700,000.00	259,700,000.00
<i>AY 2014 - WCH Funding Thru Aug. 2014</i>														
Total for Program Parent/Control Point: EY5202400										14,144,148.38	185,900,000.00	75,000,000.00	260,900,000.00	275,044,148.38
Total for Fund Type: TP										14,332,873.21	186,700,000.00	75,000,000.00	261,700,000.00	276,032,873.21
2012	421801	00922	YY 1721310	YN1901000	25400	0000000	0000000	0425155		2,641.56	0.00	0.00	0.00	2,641.56
2013	421801	00922	YY 1721310	YN1901000	25400	0000000	0000000	0425156		17,047.81	0.00	0.00	0.00	17,047.81
2013	421801	00922	YY 1721310	YN1901000	25499	0000000	0000000	0425194		6,089.73	0.00	0.00	0.00	6,089.73
2013	421801	00922	YY 1721310	YN1901000	25499	0000000	0000000	0425217		18,661.91	0.00	0.00	0.00	18,661.91
2014	421801	00922	YY 1721310	YN1901000	25400	0000000	0000000	0425155		0.00	1,000.00	2,500.00	3,500.00	3,500.00
<i>AY 2014 - IEWO 191013 - WCH - ERDF - Mod #4</i>														
2014	421801	00922	YY 1721310	YN1901000	25400	0000000	0000000	0425156		0.00	55,000.00	0.00	55,000.00	55,000.00
2014	421801	00922	YY 1721310	YN1901000	25499	0000000	0000000	0425194		0.00	20,000.00	40,000.00	60,000.00	60,000.00
<i>AY 2014 - IEWO 194554 - FY13 WCH CITY OF RICHLAND PNNL PORTION OF WTER & SEWER FOR 300 BLDGS - Mod 2A</i>														
2014	421801	00922	YY 1721310	YN1901000	25499	0000000	0000000	0425217		0.00	40,000.00	0.00	40,000.00	40,000.00
Total for Program Parent/Control Point: YN1901000										44,441.01	116,000.00	42,500.00	158,500.00	202,941.01
Total for Fund Type: YY										44,441.01	116,000.00	42,500.00	158,500.00	202,941.01
Total for Recipient Code: RL										14,377,414.22	186,816,000.00	75,042,500.00	261,858,500.00	276,235,914.22
Total for Reporting Entity: 421801										14,377,414.22	186,816,000.00	75,042,500.00	261,858,500.00	276,235,914.22
Total for RL14655 - Washington Closure Hanford										14,377,414.22	186,816,000.00	75,042,500.00	261,858,500.00	276,235,914.22

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, 2014	COMPLETION DATE September 30, 2014	IWO No: 191013 Mod No: 4
PNNL Budget Office Contact: Jackie Hamilton	LSB/Room 1A31 PO Box 999 Richland WA 99354	Phone Number: 509/375-4453 Fax Number: 509/371-7606 Email Address: jackie.hamilton@pnnl.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@pnnl.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: WCH - ERDF - Mod 4 adds supplemental funding of \$2,500.00.

Statement of work, Work Locations, and Identified Risks attached. Previously 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: \$4,388.11
Current Action: \$2,500.00
Total Authorized: \$6,888.11

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: 2014.05.08 15:26:41 -07'00'</small>	Washington Closure (Signature and title of person authorized to sign)	Date Signed 6-11-14
Patricia Gibbons, IWO Specialist PNNL Budget Office		



INTER-ENTITY WORK ORDER (IWO)

Pacific Northwest
NATIONAL LABORATORY

IEWO #

WFO Code

DATE May 19, 2014	COMPLETION DATE September 30, 2014	IWO No: 194454 Mod No: Mod2A
PNNL Budget Office Contact: Jackie Hamilton	LSB/Room 1A31 PO Box 999 Richland WA 99354	Phone Number: 509/375-4453 Fax Number: 509/371-7606 Email Address: jackie.hamilton@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 194454 PO Box 999, MS J1-04 Richland WA 99354 Tel: 509-371-7546 Fax: 509-371-7551 Email: AP.invoices@pnl.gov

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Scope Title: FY14 WCH City of Richland PNNL portion of water & sewer for 300 bldgs - Mod 2A adds remaining funds for FY14

Statement of work, Work Locations, and Identified Risks previously sent.

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: Marsha Rau
Phone: 509-372-9377
E-mail

PNNL Technical Administrator:

Name: Marc Berman
Phone: 509-371-7040
E-mail marc.berman@pnnl.gov

Cost Limitation:

Previous Authorized: \$70,000.00
Current Action: \$40,000.00
Total Authorized: \$110,000.00

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 Patricia Gibbons 2014.05.19 10:32:33 -07'00'	Washington Closure - R.L. (Signature and title of person authorized to sign)	Date Signed 6-11-14
Patricia Gibbons, IWO Specialist PNNL Budget Office		