AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 4

2. AMENDMENT/MODIFICATION NO. 0583

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. 15EM000075

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE 00601

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

7. ADMINISTERED BY *(If other than Item 6)* CODE 00601

Richland Operations Office
U.S. Department of Energy
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

CODE 167280762 FACILITY CODE

(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

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. 2015-1 Net Increase: $16,000,000.00

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.)*

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 increase the amount of FY 2015 obligated funding for Program 1111557 by $16,000,000.00. Total obligated funding is hereby increased by $16,000,000.00, from $2,257,659,517.24 to $2,273,659,517.24. Contract revisions are detailed on Page 2 of this modification.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)*
Jenise C. Connerly

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
Jenise C Connerly
(Signature of Contracting Officer)

16C. DATE SIGNED 10-15-2014

SF30 BLOCK 14 CONTINUATION:

B. This modification hereby obligates total incremental funding for FY 2015 in the amount of $16,000,000.00 under Program No. 1111557, as detailed in "Financial Plan Report – Detail" (Financial Plan No. 2015-01), attached as page 3 of this modification.

C. Contract Section B, paragraph B.2 (a), is modified to reflect an increase of $16,000,000.00 in obligated base funding, from $2,257,659,517.24 to $2,273,659,517.24. 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 $2,257,659,517.24 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 $2,273,659,517.24 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 November 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 $2,507,248,074.53.

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

End of Modification 583

Financial Plan Number: 1
Contract Modification Number: 15EM000075
Rpt Entity: RL Washington Closure Hanford

Fiscal Year: 2015
Fiscal Month: 01

Financial Plan Report - Detail with Appr Year

Site: RL

Report: RFP0013

RL14655 - Washington Closure Hanford

Report Generated on: October 15, 2014 at 08:52:08 AM

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 Previous	BA Change	BA Revised	Total Available
2015	421801	01250	TP	1111557	EY5202410	25400	0000000	0001526	0000000		0.00	0.00	16,000,000.00	16,000,000.00	16,000,000.00
AY 2015 - WCH Incremental Funding through Nov. 30, 2014															
Total for Program Parent/Control Point: EY5202400											0.00	0.00	16,000,000.00	16,000,000.00	16,000,000.00
Total for Fund Type: TP											0.00	0.00	16,000,000.00	16,000,000.00	16,000,000.00
Total for Recipient Code: RL											0.00	0.00	16,000,000.00	16,000,000.00	16,000,000.00
Total for Reporting Entity: 421801											0.00	0.00	16,000,000.00	16,000,000.00	16,000,000.00
Total for RL14655 - Washington Closure Hanford											0.00	0.00	16,000,000.00	16,000,000.00	16,000,000.00

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

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 $2,273,659,517.24 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 November 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).