

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 5
2. AMENDMENT/MODIFICATION NO. 0586	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 15EM000268	5. PROJECT NO. (If applicable)
6. ISSUED BY Richland Operations Office U.S. Department of Energy 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 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: Scott M. Sax, President 2620 Fermi Avenue Richland WA 99354		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE		9B. DATED (SEE ITEM 11)	
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)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: I. 70-FAR 52.243-2-Changes-Cost Reimbursement (8/87)-Alt I (Apr 1984)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

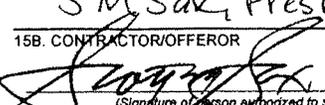
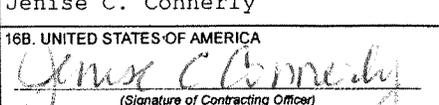
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

CHANGE ORDER NO. WCH-REA-177

A. The purpose of this modification is to definitize the following change order, which was submitted to RL by WCH on July 2, 2014 (CCN 171606): "Request for Equitable Adjustment WCH-REA-177, Revision 0, 100-K Area Burial Grounds Remediation Quantities Exceeded 15% of Integrated Project Baseline (B.2)." 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 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) S.M. Sax, President		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 11/21/14	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11-24-14

SF30 BLOCK 14 CONTINUATION:

B. Based on negotiations of WCH-REA-177, the following increases are hereby made to Contract Target Cost and Fee within Contract Line Item No. 1:

Cost: \$ 27,510,547
 Fee: \$ 1,051,000
 Total: \$ 28,561,547

C. Section B, Table B.1, *Incentive Fee Structure*, is replaced in its entirety with the revised attached Table B.1. Contract replacement page B-18 is included with this modification. Revisions to Table B.1 are detailed below:

Element	From*	To	Increase
Target Cost – CLIN 1	\$2,000,847,212	\$2,028,357,759	\$27,510,547
Target Cost – TOTAL	\$2,367,287,235	\$2,394,797,782	\$27,510,547
Target Fee – CLIN 1	\$140,417,496	\$141,468,496	\$1,051,000
Target Fee – TOTAL	\$165,705,604	\$166,756,604	\$1,051,000
Maximum Cost Performance Incentive Fee – CLIN 1	\$270,114,374	\$273,828,297	\$3,713,923
Maximum Cost Performance Incentive Fee – TOTAL	\$319,583,777	\$323,297,700	\$3,713,923

*The base amounts for revisions identified in Table B.1 are from Modification No. 584.

D. The following contract sections will be updated for WCH-REA-177 in a future contract modification to be issued at a later date.

1. Section B, Table B.2, *Schedule of Quantities and Target Cost* – The following line items will be affected by WCH-REA-177:
 - 100-K Area – Burial Ground Remediation (WBS 1.03.05.03.06), 100-KR-2 - Baseline Quantity increased by 364,113 Tons - CLIN 1 Target Cost and Total Target Cost increased by \$14,514,909.
 - 100-K Area - Field Remediation-Non-Site Specific Support 100-K (1.03.05.75.25/28 - CLIN 1 Target Cost and Total Target Cost increased by \$7,303,760.
 - Final Closure - Field Remediation-Management and Support (1.03.99.01.29) - CLIN 1 Target Cost and Total Target Cost increased by \$1,352,638.
 - Mission Support/General Support – Management and Support (WBS 1.06.01/1.06.02/1.06.03/1.06.04/1.06.05/1.06.06) – CLIN 1 Target Cost and Total Target Cost increased by \$4,339,240.
 - TOTAL – CLIN 1 Target Cost and Total Target Cost increased by \$27,510,547.

2. Section J, Attachment J-1, *River Corridor Closure Contract Work Scope* – The following line items will be revised by WCH-REA-177:
 - 100-K Area – Burial Ground Remediation - Remediate Burial Ground 100-K-2 (WBS 1.03.05.03.06.01) – REA-177 added to Column H.
 - 100-K Area – Burial Ground Remediation - Remediate Burial Ground 118-K-1 (WBS 1.03.05.03.06.02) – REA-177 added to Column H.
 - 100-K Area – Field Remediation-Non Site Specific Support (WBS 1.03.05.75.25.01 / 1.03.05.75.28.01) – REA-177 added to Column H.
 - Final Closure – Miscellaneous Restoration – Field Remediation-Management and Support (WBS 1.03.99.01.29.01) – REA-177 added to Column H.
 - Mission Support/General Support (MS/GS) – MS/GS Project Integration (WBS 1.06.01.01.01.01) – REA-177 added to Column H.
 - MS/GS-Project Services (WBS 1.06.02.01.01.01) – REA-177 added to Column H.
 - MS/GS-ESHQ (WBS 1.06.03.01.01.01) – REA-177 added to Column H.
 - MS/GS-Engineering (WBS 1.06.04.01.01.01) – REA-177 added to Column H.
 - MS/GS-Regulatory Integration and Outreach (WBS 1.06.05.01.01.01) – REA-177 added to Column H.
 - MS/GS-Office of the Project General Manager (WBS 1.06.06.01.01.01) – REA-177 added to Column H.

- E. This modification does not obligate additional funds to the contract. Accordingly, work under the contract, such as that described herein, must be performed within the amount of funds which have been incrementally allotted to the contract in accordance with Clause I.57 - FAR 52.232-22 - Limitation of Funds (Apr 1984).

- F. Correspondence related to this contract action is identified below:
 1. WCH Ltr. No. 171606, S. L. Feaster to J. J. Short, RL, "Request for Equitable Adjustment WCH-REA-177, Revision 0, 100-K Area Burial Ground Remediation Quantities Exceeded 15% of Integrated Project Baseline (B.2)," dated July 2, 2013
 2. Contract No. DE-AC06-05RL14655, Modification No. 472, dated June 25, 2013 (REA-177 Not-to-Exceed Limit of \$23,356,844 Authorization) (CCN 171829)
 3. G. L. Dover, WCH, email to J. J. Short, RL, "FW: AUW," dated April 10, 2012
 4. WCH Ltr. No. 159369, S. L. Feaster to J. J. Short, RL, "Notice of Differing Site Condition – Field Remediation Quantities," dated June 29, 2011
 5. WCH Ltr. No. 135265, S. L. Feaster to S. L. Sedgwick, RL, "Notice of Differing Site Condition – 118-K-1 Burial Ground Greater Than Class C Waste," dated August 22, 2007
 6. WCH Ltr. No. 131636, S. L. Feaster to S. L. Sedgwick, RL, "Notice of Differing Site Condition – 118-K-1 Remediation Quantities," dated January 8, 2007
 7. WCH Ltr. No. 130527, S. L. Feaster to S. L. Sedgwick, RL, "Notice of Differing Site Condition – 118-K-1 Burial Ground Miscellaneous Containers Waste Treatment," dated October 25, 2006
 8. WCH Ltr. No. 128975, S. L. Feaster to S. L. Sedgwick, RL, "Notice of Differing Site Condition – 118-K-1 Silo Dose Rate," dated July 27, 2006
 9. RL Ltr. No. 07-PRO-0316 (CCN 135376), R. L. Dawson to C. G. Spencer, WCH, "River Corridor Closure Contract, Services, Washington Closure Hanford LLC (WCH); Contractual Language Regarding Differing Site Conditions," dated August 23, 2007

10. WCH Ltr. No. 133599, S. L. Feaster to S. L. Sedgwick, RL, "Clarification of Differing Site Conditions Clause and Schedule Impacts Associated with Request for Equitable Adjustment," dated May 3, 2007
 11. RL Ltr. No. 07-PRO-0166 (CCN 133188), S. L. Sedgwick to C. G. Spencer, WCH, "River Corridor Closure Services, Washington Closure Hanford LLC (WCH); Contractual Language Regarding Differing Site Conditions," dated April 11, 2007
 12. WCH Ltr. No. 130242, S. L. Feaster to S. L. Sedgwick, RL, "Clarification of Differing Site Condition Clause and Schedule Impacts Associated with Request for Equitable Adjustment," dated October 12, 2006
- G. Contractor Statement of Release: In consideration of the modification agreed to herein as complete equitable adjustment for WCH-REA-177, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to WCH-REA-177. This release does not include the following exceptions:

Additional adjustments that may result from audit of the above-listed REA proposal and other changes, as stipulated in the Reopener Clause, below, are not subject to this release.

Reopener Clause: At the time of Contract definitization, audit of the above-listed proposal for adjustment has not been completed. Therefore, the parties agree that the negotiated price is subject to adjustment based on the results of subsequent audit report and resolution of audit findings. Should proposal audit results vary significantly from the negotiated equitable adjustment for this action, the contract price shall be adjusted through negotiation.

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

End of Modification 586

TABLE B.1 INCENTIVE FEE STRUCTURE

Element	Definition/Reference	CLIN 1	CLIN 2	CLIN 3	CLIN 4	Total		
Cost Performance Incentive Fee (Target Cost, Target Fee, and Cost Share Ratio)								
Target Cost	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (b)(1)	\$2,028,367,769	\$0	\$112,866,781	\$263,673,242	\$2,394,797,782		
Target Fee	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (b)(2)	\$141,468,496	\$0	\$7,899,297	\$17,388,811	\$166,756,604		
Estimated Incumbent Employee Pension Costs	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (e)(5)	\$36,880,731	\$0	\$2,795,184	\$0	\$38,675,915		
Chronic Beryllium Disease Prevention Program	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (e)(5)	\$5,000,000	\$0	\$0	\$0	\$5,000,000		
Cost Share Ratio (Govt/ Contractor)	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (e)	80/20	80/20	80/20	80/20	80/20		
Schedule Performance Incentive Fee (CLIN 1)								
Completion of Contract Requirements	Fee earned for completion on or before the dates shown:	Date	Amount	Date	Amount	Date	Amount	
			11/30/2013	\$32.8M	11/30/2014	\$16.3M		
			12/31/2013	\$32.0M	12/31/2014	\$14.8M		
			1/31/2014	\$31.2M	1/31/2015	\$13.3M		
			2/28/2014	\$30.4M	2/28/2015	\$11.9M		
			3/31/2014	\$29.6M	3/31/2015	\$10.4M		
			4/30/2014	\$28.8M	4/30/2015	\$8.9M		
			5/31/2014	\$28.0M	5/31/2015	\$7.4M		
			6/30/2014	\$23.7M	6/30/2015	\$5.9M		
			7/31/2014	\$22.2M	7/31/2015	\$4.4M		
			8/31/2014	\$20.7M	8/31/2015	\$3.0M		
	9/30/2014	\$19.3M	9/30/2015	Zero				
	10/31/14	\$17.8M						
Additional Schedule Performance Incentive Fee is available for the following work scope completions:								
CLIN 1	324 Facility and Waste Site	By TBD date	\$1.2M					
CLIN 3	618-10 Burial Grounds	By 9/30/2014	\$2.0M					
CLIN 3	618-11 Burial Grounds	By 9/30/2015	\$4.0M					
Total Maximum Incentive Fee								
Maximum Cost Performance Incentive Fee	Maximum Total Cost Performance Incentive Fee that may be earned	\$273,828,297 (13.5% of Target Cost)	\$0 (13.5% of Target Cost)	\$15,237,015 (13.5% of Target Cost)	\$34,232,388 (13.5% of Target Cost)	\$323,297,700 (13.5% of Target Cost)		
Maximum Schedule Performance Incentive Fee	Maximum Total Schedule Performance Incentive Fee that may be earned	\$34.0M	Zero	\$6.0M	Zero	\$40.0M		
Total Minimum Incentive Fee								
Minimum Cost Performance Incentive Fee	Minimum Total Cost Performance Incentive Fee that may be earned	Zero	Zero	Zero	Zero	Zero		
Minimum Schedule Performance Incentive Fee	Minimum Total Schedule Performance Incentive Fee that may be earned	Zero	Zero	Zero	Zero	Zero		