

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 0605	3. EFFECTIVE DATE 02/09/2015	4. REQUISITION/PURCHASE REQ. NO. 15EM000977	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.	9B. DATED (SEE ITEM 11)	
CODE		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.

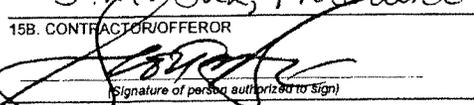
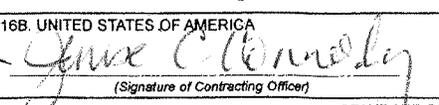
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Clause I.70, FAR 52.243-2-Changes-Cost Reimbursement (8/87)-Alt I (Apr 1984)
	D. OTHER (Specify type of modification and authority)

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.)

A. This modification definitizes change order 251 and change proposal 251 "100-D-100 Tier 3 Backfill and Revegetation." This modification also makes administrative changes to Contract modifications 567 and 592. The administrative revisions are detailed in section B of this modification. Contract revisions for change order 251 are detailed in sections C through H. All revisions are included on Pages 2 through 4 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 	15C. DATE SIGNED 3/17/15
15B. CONTRACTOR/OFFEROR 	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	16C. DATE SIGNED 3-17-15

SF30 BLOCK 14 CONTINUATION:

B. In addition to items C through H below, this modification 605 makes two administrative changes. They are as follows:

1) The SF30 Block 14 Continuation, Contract modification 567, is hereby revised as detailed below by the red-line, strike out correction. This correction is a typographical correction and does not change any of the other terms and conditions of the Contract.

“D. The following contract sections will be updated for WCH-CP-250 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-CP-250:

- *100-B/C Area – FR – 100 B/C Area Design (WBS 1.03.01.04.01) - CLIN 1 Target Cost and Total Target Cost increased by \$16,272.*
- *100-B/C Area – Waste Site Remediation (WBS 1.03.01.02.05 / 1.03.01.03.05) – Baseline Quantity increased by ~~1,242~~75,941.17 Tons - CLIN 1 Target Cost and Total Target Cost increased by \$654,961.”*

2) The SF30 Block 3. “Effective Date”, Contract modification 592 is hereby changed from 3/23/2013 to 12/23/2013.

C. Based on negotiations of WCH-CP-251, the following increases are hereby made to Contract Target Cost and Fee within Contract Line Item No. 1:

Cost: \$4,702,154
 Fee: \$ 329,151
 Total: \$5,031,305

D. 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	\$2,096,232,734	\$2,100,934,888	\$4,702,154
Target Cost – TOTAL	\$2,462,804,862	\$2,467,507,016	\$4,702,154
Target Fee – CLIN 1	\$144,100,740	\$144,429,891	\$329,151
Target Fee – TOTAL	\$169,398,095	\$169,727,246	\$329,151
Maximum Cost Performance Incentive Fee – CLIN 1	\$282,991,419	\$283,626,210	\$634,791
Maximum Cost Performance Incentive Fee – TOTAL	\$332,478,657	\$333,113,448	\$634,791

*The base amounts for revisions identified in Table B.1 are from Modification No. 602.

- E. The following contract sections will be updated for WCH-CP-251 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-CP-251:
 - 100-D Area – Waste Site Remediation- (REAs) (WBS 1.03.02.02.05/1.03.02.03.05) - CLIN 1 Target Cost and Total Target Cost increased by \$1,064,327.
 - 100-D Area – Field Remediation –Non-Site Specific Support (WBS 1.03.02.75.25) - CLIN 1 Target Cost and Total Target Cost increased by \$2,315,648
 - Final Closure Field Remediation Management and Support (PM&S) (WBS 1.03.99.01.29) – CLIN 1 Target Cost and Total Target Cost increased by \$155,479
 - 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 \$1,166,700.
 - TOTAL – CLIN 1 Target Cost and Total Target Cost increased by \$4,702,154.
 2. Section J, Attachment J-1, *River Corridor Closure Contract Work Scope* – The following line items will be revised by WCH-CP-251:
 - **NEW** – 100-D Area 100-D-100 tier 3 Backfill (REAs) – (WBS 1.03.02.03.05.13) WCH-CP-251 – Not in SPIF
 - 100-D Area – Field Remediation-100D Non Site Specific Support (WBS 1.03.02.75.25.01 / 1.03.02.75.28.01) – WCH-CP-251 added to Column H
 - Final Closure - Field Remediation and Support – Field Remediation-Management and Support (WBS 1.03.99.01.29.01) – CP-251 added to Column H.
 - Mission Support/General Support (MS/GS) – MS/GS Project Integration (WBS 1.06.01.01.01.01) – CP-251 added to Column H.
 - MS/GS-Project Services (WBS 1.06.02.01.01.01) – CP-251 added to Column H.
 - MS/GS ESHQ – SHQ (WBS 1.06.03.01.01.01) – ESHI Support; Quality Assurance; Radiological Control Program; Safety and Health; Safety, Health and Quality Management – CP-251 added to Column H
 - MS/GS-Engineering (WBS 1.06.04.01.01.01) – CP-251 added to Column H.
 - MS/GS-Regulatory and Environmental Management (WBS 1.06.05.01.01.01) – CP-251 added to Column H.
 - MS/GS-Office of the Project Gen. Manager (WBS 1.06.06.01.01.01) – CP-251 added to Column H
- F. Change Proposal 251 was submitted by WCH to DOE-RL on August 26, 2014, via CCN 176906 from Scott Feaster to Jenise Connerly. Modification 601 issued by DOE-RL on January 29, 2015, issued change order 251 and a notice to proceed work authorization.
- G. 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).
- H. Contractor Statement of Release: In consideration of the modification agreed to herein as complete equitable adjustment and WCH-CP-251 for change order 251 as defined in Modification 601, except as described in the exceptions below, 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 change order 251 and WCH-CP-251.

This release does not include revegetation and any future changed conditions arising if future cultural resource review concludes the availability backfill material specified in CP-251 is unavailable due to cultural resources being present at the borrow pit location for backfill. If revegetation is authorized by DOE-RL in the future, and in the case of a different location of backfill material being required than that specified in CP-251, separate change orders may be issued by DOE-RL to address any such revegetation or borrow pit changed condition. In addition, this release does not release Contractor from liability of future adjustments to CP-251 due to audit as specified below.

This release does not include any Additional adjustments that may result from audit of the above-listed change proposal regarding Non Site Specific Support (NSSS) costs, 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 fiscal year 2015 NSSS rates 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 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 605

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)							
<i>Target Cost</i>	Section I clause entitled FAR 52.216-10 <i>Incentive Fee</i> , para. (b)(1)	\$2,100,934,888	\$0	\$112,998,886	\$253,573,242	\$2,467,507,016	
<i>Target Fee</i>	Section I clause entitled FAR 52.216-10 <i>Incentive Fee</i> , para. (b)(2)	\$144,429,891	\$0	\$7,908,544	\$17,388,811	\$169,727,246	
<i>Estimated Incumbent Employee Pension Costs</i>	Section I clause entitled FAR 52.216-10 <i>Incentive Fee</i> , para. (e)(5)	\$35,880,731	\$0	\$2,795,184	\$0	\$38,675,915	
<i>Chronic Beryllium Disease Prevention Program</i>	Section I clause entitled FAR 52.216-10 <i>Incentive Fee</i> , para. (e)(5)	\$5,000,000	\$0	\$0	\$0	\$5,000,000	
<i>Cost Share Ratio (Govt/ Contractor)</i>	Section I clause entitled FAR 52.216-10 <i>Incentive Fee</i> , para. (e)	80/20	80/20	80/20	80/20	80/20	
Schedule Performance Incentive Fee (CLIN 1)							
<i>Completion of Contract Requirements</i>	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							
<i>Maximum Cost Performance Incentive Fee</i>	Maximum Total Cost Performance Incentive Fee that may be earned	\$283,626,210 (13.5% of Target Cost)	\$0 (13.5% of Target Cost)	\$15,254,850 (13.5% of Target Cost)	\$34,232,388 (13.5% of Target Cost)	\$333,113,448 (13.5% of Target Cost)	
<i>Maximum Schedule Performance Incentive Fee</i>	Maximum Total Schedule Performance Incentive Fee that may be earned	\$34.0M	Zero	\$6.0M	Zero	\$40.0M	
Total Minimum Incentive Fee							
<i>Minimum Cost Performance Incentive Fee</i>	Minimum Total Cost Performance Incentive Fee that may be earned	Zero	Zero	Zero	Zero	Zero	
<i>Minimum Schedule Performance Incentive Fee</i>	Minimum Total Schedule Performance Incentive Fee that may be earned	Zero	Zero	Zero	Zero	Zero	