

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: 17EM000425
 PAGE OF PAGES: 1 of 4
 2. AMENDMENT/MODIFICATION NO.: 0714
 3. EFFECTIVE DATE: 11/14/2016
 4. REQUISITION/PURCHASE REQ. NO.: 17EM000425
 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
 Washington Closure Hanford
 2620 Fermi Avenue
 Richland WA 99354
 CODE: 167280762 FACILITY CODE:
 9A. AMENDMENT OF SOLICITATION NO.: (x)
 9B. DATED (SEE ITEM 11):
 10A. MODIFICATION OF CONTRACT/ORDER NO.: x 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).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X Clause I.70, FAR 52.243-2 - Changes - Cost Reimbursement (8/87) - Alt I (Apr 1984)

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.)
 A. The purpose of this modification is to definitize Request for Equitable Adjustment No. 284, WCH-REA-284, entitled "618-10/11 Design Cost Impacts", which was submitted to RL on November 19, 2015. Contract revisions are detailed on Page 2 of this modification.
 Period of Performance: 03/23/2005 to 09/30/2016
 Payment:
 OR for Richland
 U.S. Department of Energy
 Oak Ridge Financial Service Center
 P.O. Box 6017
 Oak Ridge TN 37831
 Period of Performance: 03/23/2005 to 09/30/2016

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): Scott Sax, President & Project Manager
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Jenise C. Connerly
 15B. CONTRACTOR/OFFEROR: [Signature]
 15C. DATE SIGNED: 12/2/16
 16B. UNITED STATES OF AMERICA: Jenise C Connerly
 16C. DATE SIGNED: 6-6-2018
 (Signature of person authorized to sign) (Signature of Contracting Officer)

SF30 BLOCK 14 CONTINUATION:

B. Based on negotiations of WCH-REA-284, the following increases are hereby made to Contract Target Cost Fee within Contract Line Item No. 1:

	<u>CLIN 1</u>	<u>CLIN 3</u>	<u>TOTAL</u>
Cost:	\$ 2,748,126	\$7,245,464	\$9,993,590
Fee:	\$ 189,548	\$499,744	\$689,292
Total	\$ 2,937,674	\$7,745,208	\$10,682,882

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	\$2,332,497,853	\$2,335,245,979	\$2,748,126
Target Cost – CLIN 3	\$48,332,393	\$55,577,857	\$7,245,464
Target Cost – TOTAL	\$2,634,403,488	\$2,644,397,078	\$9,993,590
Target Fee – CLIN 1	\$158,927,233	\$159,116,781	\$189,548
Target Fee – CLIN 3	\$3,280,759	\$3,780,503	\$499,744
Target Fee – TOTAL	\$179,596,803	\$180,286,095	\$689,292
Maximum Cost Performance Incentive Fee – CLIN 1	\$314,887,210	\$315,258,207	\$370,997
Maximum Cost Performance Incentive Fee – CLIN 3	\$6,524,873	\$7,503,011	\$978,138
Maximum Cost Performance Incentive Fee – TOTAL	\$355,644,471	\$356,993,606	\$1,349,135

*The base amounts for revisions identified in Table B.1 are from Modification No. 713.

D. The following contract sections will be updated for WCH-REA-284 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-284:

- 600 Area – Design - Remediation Design Solution – Fld. Rem.-Design Solution 600 Area (WBS 1.03.14.01.22) –CLIN 1 Target Cost and Total Target Cost increased by \$643,426.
- 600 Area – Design - Remediation 618-10 & 618-11 – Fld. Rem.-Design 600 Area (WBS 1.03.14.01.01 / .02) –CLIN 3 Target Cost and Total Target Cost increased by \$5,149,332.

- 600 Area – Fld. Rem.-600 Area Non Site Specific Support (WBS 1.03.14.75.25 / .26 / .27 / .28) –CLIN 3 Target Cost and Total Target Cost increased by \$2,096,132.
- Final Closure – Fld. Rem.-Management and Support (WBS 1.03.99.01.29) –CLIN 1 Target Cost and Total Target Cost increased by \$416,176.
- Mission Support/General Support – Management and Support – MS/GS-Project Integration, Project Services, SHQ, Engineering, Regulatory and Environmental Management and Office of the Project Gen. Manager (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 \$1,688,524.
- TOTAL – CLIN 1 Target Cost increased by \$2,937,674. CLIN 3 Target Cost increased by \$7,745,208. Total Target Cost increased by \$9,993,590.

2. Section J, Attachment J-1, River Corridor Closure Contract Work Scope – The following line items will be revised by WCH-REA-284:

- *NEW* 600 Area – Design - Remediation Design Solution (CLIN#1) – "618-10/11 Design Solution Resolution (WBS 1.03.14.01.22.02) REA-284: 618-10/11 Design Cost Impacts – REA-284 adds a new line item to Column H.
- 600 Area – Design - Remediation 618-10 & 618-11 (CLIN#3) – Fld. Rem. - 618-10 & 11 Site Fld. Rem. (WBS 1.03.14.01.01.01) Remedial Design for 618-10 and 11 Burial Ground – REA-284 added to Column H.
- 600 Area – 618-11 Burial Ground Remediation (CLIN#3) – Fld. Rem.-600 Area Non Site Specific Support (WBS 1.03.14.75.28.01) Non Site Specific Support – REA-284 added to Column H.
- Final Closure – Miscellaneous Restoration – Fld. Rem.-Management and Support (WBS 1.03.99.01.29.01) REA added to Column H.
- Mission Support/General Support (MS/GS) – MS/GS Project Integration (WBS 1.06.01.01.01.01) – REA-284 added to Column H.
- MS/GS-Project Services (WBS 1.06.02.01.01.01) – REA-284 added to Column H.
- MS/GS-ESHQ (WBS 1.06.03.01.01.01) – REA-284 added to Column H.
- MS/GS-Engineering (WBS 1.06.04.01.01.01) – REA-284 added to Column H.
- MS/GS-Regulatory Integration and Outreach (WBS 1.06.05.01.01.01) – REA-284 added to Column H.
- MS/GS-Office of the Project General Manager (WBS 1.06.06.01.01.01) – REA-284 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. Request for Equitable Adjustment 284 Rev. 0 (WCH-REA-284) was submitted by WCH to DOE-RL for consideration via letter (CCN 181327) from D. L. Plung, WCH, to J. C. Connerly, DOE, on November 19, 2015.
- G. Upon full execution of this contract modification, the contractor is authorized to draw unpaid Target Fee, less offsetting reductions, from the Special Financial Institution Account, stipulated in Section J, Attachment J-7.
- H. Contractor Statement of Release: In consideration of the modifications agreed to herein as complete equitable adjustment for WCH-REA-284, 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 this change.

Additional adjustments that may result from audit of the above-listed REA 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 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 714

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)	\$2,335,245,979	\$0	\$55,577,857	\$253,573,242	\$2,644,397,078	
Target Fee	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (b)(2)	\$159,116,781	\$0	\$3,780,503	\$17,388,811	\$180,286,095	
Estimated Incumbent Employee Pension Costs	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (e)(5)					\$60,409,821	
Chronic Beryllium Disease Prevention Program	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (e)(5)					\$5,000,000	
Cost Share Ratio (Govt/ Contractor)	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (e)					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	7/31/2014	\$22.2M	3/31/2015	\$10.4M
		12/31/2013	\$32.0M	8/31/2014	\$20.7M	4/30/2015	\$8.9M
		1/31/2014	\$31.2M	9/30/2014	\$19.3M	5/31/2015	\$7.4M
		2/28/2014	\$30.4M	10/31/14	\$17.8M	6/30/2015	\$5.9M
		3/31/2014	\$29.6M	11/30/2014	\$16.3M	7/31/2015	\$4.4M
		4/30/2014	\$28.8M	12/31/2014	\$14.8M	8/31/2015	\$3.0M
		5/31/2014	\$28.0M	1/31/2015	\$13.3M	9/30/2015	Zero
6/30/2014	\$23.7M	2/28/2015	\$11.9M				
Additional Schedule Performance Incentive Fee is available for the following work scope completions:							
CLIN 1	324 Facility Surveillance and Maintenance Alternatives Analysis and Alternatives Implementation, and 300-296 Waste Site Design				By 9/30/2016	\$1.2M	
CLIN 3	618-10 Burial Grounds Remediation (specific limitations to be determined during negotiations)				By 9/30/2016	\$2.0M	
CLIN 1-A	Key River Corridor Completion Activities				By 9/30/2016	\$2.0M	
Total Maximum Incentive Fee							
Maximum Cost Performance Incentive Fee	Maximum Total Cost Performance Incentive Fee that may be earned	\$315,258,207 (13.5% of Target Cost)	\$0 (13.5% of Target Cost)	\$7,503,011 (13.5% of Target Cost)	\$34,232,388 (13.5% of Target Cost)	\$356,993,606 (13.5% of Target Cost)	
Maximum Schedule Performance Incentive Fee	Maximum Total Schedule Performance Incentive Fee that may be earned	\$36.0M	Zero	\$2.0M	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	