

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. 0716	3. EFFECTIVE DATE 12/05/2016	4. REQUISITION/PURCHASE REQ. NO.	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 Washington Closure Hanford 2620 Fermi Avenue Richland WA 99354		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 167280762	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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I.70, FAR 52.245-2 - Changes - Cost Reimbursement (8/87) - Alt I (Apr 1974)

E. IMPORTANT: Contractor is not. X 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 Change Order No. 335 R0, WCH-CP-335, entitled "618-10 Trench and VPU Remediation (March 2016 - September 2016)," which was submitted to RL on March 24, 2016. 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

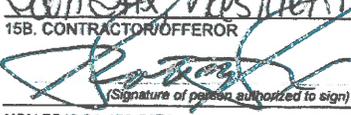
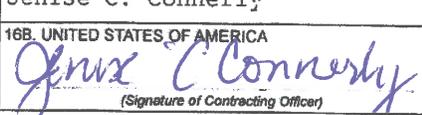
Oak Ridge Financial Service Center

P.O. Box 6017

Oak Ridge TN 37831

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) Scott Sax, President, Project Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jenise C. Connerly
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED 12/14/16	16C. DATE SIGNED 6-6-2018

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC06-05RL14655/0716

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NAME OF OFFEROR OR CONTRACTOR  
WASHINGTON CLOSURE HANFORD LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 03/23/2005 to 09/30/2016				

**SF30 BLOCK 14 CONTINUATION:**

B. Based on negotiations of WCH-CP-335, the following increases are hereby made to Contract Target Cost Fee within Contract Line Item No. 3:

	<u>CLIN 3</u>
Cost:	\$ 15,565,477
Fee:	\$ 899,924
Total	\$ 16,401,310

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 3	\$55,577,857	\$71,143,334	\$15,565,477
Target Cost – TOTAL	\$2,647,926,930	\$2,663,492,407	\$15,565,477
Target Fee – CLIN 3	\$3,780,503	\$4,680,427	\$899,924
Target Fee – TOTAL	\$180,536,095	\$181,436,019	\$899,924
Maximum Cost Performance Incentive Fee – CLIN 3	\$7,503,011	\$9,604,350	\$2,101,339
Maximum Cost Performance Incentive Fee – TOTAL	\$357,470,136	\$359,571,475	\$2,101,339

\*The base amounts for revisions identified in Table B.1 are from Modification No. 715.

D. The following contract sections will be updated for WCH-CP-335 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-335:

- 600 Area – 618-10 Burial Ground Remediation – Fld. Rem.-Remediation 618-10 (WBS 1.03.14.01.23 / .25 / .26 / .27) – Baseline Quantity increased by 12,641 Tons – CLIN 3 Target Cost and Total Target Cost increased by \$9,818,944.
- 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 \$5,746,534.
- TOTAL – CLIN 3 Target Cost and Total Target Cost increased by \$15,565,477.

2. Section J, Attachment J-1, River Corridor Closure Contract Work Scope – The following line items will be revised by WCH-CP-335:

- 600 Area – 618-10 Burial Ground Remediation (CLIN#3) – 600 Area – Remediate Burial Ground 618-10 – 300 Area North Solid Waste Burial Ground (WBS 1.03.14.01.23.01) CP-335 added to Column H.

- 600 Area – 618-10 Burial Ground Remediation (CLIN#3) – 600 Area – Fld. Rem.-600 Area Non Site Specific Support – Fld. Rem.-618-10 Project Support (WBS 1.03.14.75.25.01) CP-335 added to Column H.

E. As a result of this modification, a redline of the addition “CLIN 3-A” to Section B, Table B.1 “Schedule Performance Incentive Fee,” is shown below:

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
<u>CLIN 3-A</u>	<u>618-10 Burial Grounds Remediation (specific limitations to be determined during negotiations)</u>	<u>By 9/30/2016</u>	<u>\$947,112</u>

- F. 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).
- G. Change Proposal 335 Rev. 0 (WCH-CP-335) was submitted by WCH to DOE-RL for consideration via letter (CCN 182441) from D. L. Plung, WCH, to J. C. Connerly, DOE, on March 24, 2016.
- H. Upon full execution of this contract modification, the contractor is authorized to draw unpaid Target Fee and Schedule Performance Incentive Fee, less offsetting reductions, from the Special Financial Institution Account, stipulated in Section J, Attachment J-7.
- I. Contractor Statement of Release: In consideration of the modifications agreed to herein as complete equitable adjustment for WCH-CP-335, 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 Change 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 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 716

**TABLE B.1 INCENTIVE FEE STRUCTURE**

Element	Definition/Reference	CLIN 1	CLIN 2	CLIN 3	CLIN 4	Total	
<b>Cost Performance Incentive Fee (Target Cost, Target Fee, and Cost Share Ratio)</b>							
Target Cost	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (b)(1)	\$2,338,775,831	\$0	\$71,143,334	\$253,573,242	\$2,663,492,407	
Target Fee	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (b)(2)	\$159,366,781	\$0	\$4,680,427	\$17,388,811	\$181,436,019	
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	
<b>Schedule Performance Incentive Fee (CLIN 1)</b>							
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	
CLIN 3-A	618-10 Burial Grounds Remediation (specific limitations to be determined during negotiations)				By 9/30/2016	\$947,112	
<b>Total Maximum Incentive Fee</b>							
Maximum Cost Performance Incentive Fee	Maximum Total Cost Performance Incentive Fee that may be earned	\$315,734,737 (13.5% of Target Cost)	\$0 (13.5% of Target Cost)	\$9,604,350 (13.5% of Target Cost)	\$34,232,388 (13.5% of Target Cost)	\$359,571,475 (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	
<b>Total Minimum Incentive Fee</b>							
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	