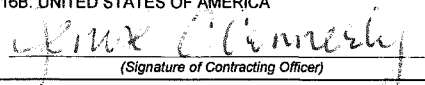


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. 0509		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 14EM000622	
6. ISSUED BY Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352		CODE 00601		5. PROJECT NO. (If applicable) 7. ADMINISTERED BY (If other than Item 6) Richland Operations Office U.S. Department of Energy Richland Operations Office 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		(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	
CODE 167280762		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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. 2014-5					
Net Increase: \$3,530,000.00					
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:				
	D. OTHER (Specify type of modification and authority)				
X	B.2 - Obligation and Availability of Funds / I.57 - FAR 52.232-22 - Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Tax ID Number: 94-1381538 DUNS Number: 167280762 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: (1) increase the amount of FY 2014 obligated funding for Program 1111557 by \$3,500,000.00; and (2) increase the amount of obligated funding by \$30,000.00 for Inter-Entity Work Order (IWO) No. 202176 (Mod. 1) under Program No. 1721310. Total obligated funding is hereby increased by \$3,530,000.00, from \$2,038,741,824.56 to \$2,042,271,824.56. Contract revisions are detailed on Page 2 of this modification. FOB: Destination Period of Performance: 03/23/2005 to 09/30/2015					
Except as provided herein, all terms and conditions of the document referenced in Item 9A 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		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				 (Signature of Contracting Officer)	
				16C. DATE SIGNED 12-20-13	

SF30 BLOCK 14 CONTINUATION:

B. This modification hereby obligates total incremental funding for FY 2014 in the amount of \$3,530,000.00 as detailed below and in the “Financial Plan Report – Detail” (Financial Plan No. 2014-5), attached as page 4 of this modification.

1. Incremental FY 2014 funding in the amount of \$3,500,000.00 is hereby obligated to the contract under Program No. 1111557.
2. Funding in the amount of \$30,000.00 is hereby obligated to the contract for IWO No. 202176 (Mod 1), under Program No. 1721310 for the Pacific Northwest National Laboratory. A copy of IWO No. 202176, Mod 1, and the related Statement of Work is attached as pages 5 and 6 of this modification.

C. Contract Section B, paragraph B.2(a), is modified to reflect an increase of \$3,530,000.00 in obligated funding, from \$2,038,741,824.56 to \$2,042,271,824.56. 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 \$2,038,741,824.56 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 \$2,042,271,824.56 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.”

D. The amount of ARRA funding obligated remains unchanged at \$233,588,557.29. Total obligated funding for both base and ARRA is \$2,275,860,381.85.

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

End of Modification 509

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 \$2,042,271,824.56 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.
- (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).

Financial Plan Number: 5
Contract Modification Number: 14EM000622
Rpt Entity: RL Washington Closure Hanford

Fiscal Year: 2014
Fiscal Month: 03

Financial Plan Report - Detail with Appr Year

Site: RL

Page 1 of 1
Report: RFP0013

RL14655 - Washington Closure Hanford

Report Generated on: December 19, 2013 at 01:40:33 PM

Appr	Rpt	Fund	Leg		Legacy	Obj.	Local			Legacy	Beginning	BA			Total	
Year	Entity	Code	FT	Program	B&R	Class	Use	Project	WFO	Order Number	Uncosted Obs	Previous	Change	Revised	Available	
2014	421801	01250	TP	1111557	EY5202410	25400	0000000	0001526	0000000		0.00	69,000,000.00	3,500,000.00	72,500,000.00	72,500,000.00	
AY 2014 - Incremental Funding through Jan FY2014.																
Total for Program Parent/Control Point: EY5202400												0.00	69,000,000.00	3,500,000.00	72,500,000.00	72,500,000.00
Total for Fund Type: TP												0.00	69,000,000.00	3,500,000.00	72,500,000.00	72,500,000.00
2014	421801	00922	YY	1721310	YN1901000	25499	0000000	0000000	0425217		0.00	0.00	30,000.00	30,000.00	30,000.00	
AY 2014 - PNNL IEWO 202176 supp #1																
Total for Program Parent/Control Point: YN1901000												0.00	0.00	30,000.00	30,000.00	30,000.00
Total for Fund Type: YY												0.00	0.00	30,000.00	30,000.00	30,000.00
Total for Recipient Code: RL												0.00	69,000,000.00	3,530,000.00	72,530,000.00	72,530,000.00
Total for Reporting Entity: 421801												0.00	69,000,000.00	3,530,000.00	72,530,000.00	72,530,000.00
Total for RL14655 - Washington Closure Hanford												0.00	69,000,000.00	3,530,000.00	72,530,000.00	72,530,000.00

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



INTER-ENTITY WORK ORDER (IWO)

Pacific Northwest
NATIONAL LABORATORY

IEWO #
WFO Code

DATE November 22, 2013	COMPLETION DATE December 31, 2013	IWO No: 202176 Mod No: 1
PNNL Budget Office Contact: Terri Kirchhoff	LSB/Room 1B32 PO Box 999 Richland WA 99354	Phone Number: 509/371-7605 Fax Number: 509/371-7606 Email Address: terri.kirchhoff@pnl.gov
CONTRACTOR: Washington Closure Hanford 2620 Fermi Ave H4-19 D140 Richland, WA 99354 Attn: Yvette Johnson 509-373-9037 fax 372-9009	SHIP TO: Battelle for the USDOE 6th & W Street, Bldg 790 Richland, WA 99354 Payment Terms: Net 30 Days FOB Point: N/A Shipping Method: N/A	SUBMIT INVOICES TO: Battelle Accounts Payable Reference: IWO No 202176 PO Box 999, MS J1-04 Richland WA 99354 Tel: 509-371-7546 Fax: 509-371-7551 Email: AP.invoices@pnl.gov

This document is not a contract. It is an Inter-entity Work Order (IWO), issued for services, equipment, or materials to be supplied under Washington Closure Government Contract DE-AC06-05RL14655 which is necessary and required in connection with Battelle Memorial Institute, Pacific Northwest Division's Government Contract DE-AC05-76RL01830 to operate the Pacific Northwest National Laboratory (PNNL) for the U.S. Department of Energy (DOE). Accounting for the cost of the services, equipment or materials will be made in accordance with practice and procedures required by the DOE Accounting Handbook unless other DOE instructions govern.

Scope Title: FY13 WCH Support for Field Project Coordinator for new 300 Area Electrical Service- Mod 1 adds \$30K

Statement of work, Work Locations, and Identified Risks attached.

Special Requirements: Work performed at Washington Closure site (by WCH or subcontractors) shall comply with WCH Workers Safety and Health Program (WSHP); Price-Anderson Amendment Act (PAAA) nuclear safety rules and reporting requirements; Environmental, Safety, Health and Quality requirements and applicable site access authorizations and Security requirements as determined by WCH prime contract negotiated with the Department of Energy.

Work performed in PNNL facilities or work places shall be in accordance with PNNL's Workers Safety and Health Program and work control documents. WCH project-specific procedures and/or equipment developed in support of this work will be subject to review and approval by PNNL for conformance with PNNL's WSHP.

Performer Technical POC:

Name: Steve Garnett
Phone: 509-539-3247
E-mail

PNNL Technical Administrator:

Name: Bill Steward
Phone: 509-371-7038
E-mail george.steward@pnnl.gov

Cost Limitation:

Previous Authorized: \$75,000.00
Current Action: \$30,000.00
Total Authorized: \$105,000.00

Period of Performance:

Start date: 02/15/2013
End date: 12/31/2013

Total Authorized amount above must not be exceeded without the prior written approval of the Battelle PNNL Budget Office.

The PNNL Technical Administrator of the work to be performed under the terms of this IWO shall issue instructions as necessary. These instructions must, in all cases, be within the scope of this IWO and Washington Closure should withhold action on any instruction which does not meet this requirement.

Richland Operations Office

Pacific Northwest National Laboratory Patricia Gibbons 2013.11.22 13:08:28 -08'00'	Washington Closure 1. <i>[Signature]</i> (Signature and title of person authorized to sign) Budget Analyst	Date Signed 12/2/13
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WFO - 0425217

STATEMENT OF WORK

WCH PROVIDE FIELD PROJECT CORRINATOR

FOR NEW 300 AREA ELECTRICAL SERVICE

The Pacific Northwest National Laboratory (PNNL) in conjunction with the City of Richland (COR) is undertaking the installation of a new 300 Area electrical distribution service for PNNL and DOE owned facilities/buildings. PNNL is the project integrator for this effort. The COR is responsible for installation and distribution of the electrical service system within a DOE granted land easement. This action is consistent with various project agreements and DOE authorizations.

In pursuit of this action, PNNL is requesting that Washington Closure Hanford (WCH) provide a Field Project Coordinator to support the installation of the new electrical service. The Project Coordinator will interface with PNNL, the COR, WCH and Mission Support Alliance (MSA) on activities to help ensure an efficient, safe and successful installation.

Hence, we are requesting that an IWO is set up for WCH to provide the specified support in proceeding with the transition of the electric utility to the COR. We are expecting this new service to be complete by the end of CY 2013.

It is anticipated the Field Project Coordinator will provide support to the Project in the time frame noted below.

February 2013 thru March 2013 – 25% level

April 2013 thru Oct. 2013 – 75% to level

Nov. 2013 thru Dec. 2013 – 25% level

Equivalent of ~0.5 annual FTE

WCH POC: Steve Garnett 509-539-3247

PNNL POC Jim Bixler 509-371-7755 Bill Steward 509-371-7038