AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO.
0509

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.
14EM000622

5. PROJECT NO. (If applicable)

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

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

CODE
00601

8. NAME AND ADDRESS OF CONTRACTOR (Inc., street, county, State and ZIP Code)
WASHINGTON CLOSURE HANFORD, LLC
Attn: Scott M. Sax, President
2620 Fermi Avenue
Richland WA 99354

CODE
167280762

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC06-90RL14555

10B. DATED (SEE ITEM 13)
03/23/2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
☐ is extended. ☐ is not extended.

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is 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 all copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By telegraph 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 data, 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:

☐ B.2 - Obligation and Availability of Funds / I.57 - FAR 52.232-22 - Limitation of Funds

X

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☐ 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 hereafter 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)

15B. CONTRACTOR/OFFEROR

16B. UNITED STATES OF AMERICA

15C. DATE SIGNED

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8970
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prepared by GSA
FAR (48 CFR) 52.243
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).
This financial plan was generated for the following options: All Transactions
INTER-ENTITY WORK ORDER (IWO)

<table>
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<th>DATE</th>
<th>COMPLETION DATE</th>
<th>IWO No:</th>
<th>Mod No:</th>
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<tr>
<td>November 22, 2013</td>
<td>December 31, 2013</td>
<td>202176</td>
<td>1</td>
</tr>
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PNL Budget Office Contact:
Terri Kirchhoff
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 D-E-AC05-76RL.01830 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.

Performers Technical POC:
Name: Steve Garnett
Phone: 509-539-3247
E-mail

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

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 instruction which does not meet this requirement.

PNL Technical Administrator:
Name: Bill Steward
Phone: 509-371-7038
E-mail george.steward@pnl.gov

Period of Performance:
Start date: 02/15/2013
End date: 12/31/2013

Date Signed: 12/2/13

WFO - 04.25.217
STATEMENT OF WORK

WCH PROVIDE FIELD PROJECT COORDINATOR

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

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