

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES 1 / 3
 2. AMENDMENT/MODIFICATION NO. 0678 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. _____ 5. PROJECT NO. (If applicable) _____

6. ISSUED BY CODE 00601 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
 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. _____
 9B. DATED (SEE ITEM 11) _____
 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:
 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. In accordance with Clause I.70, FAR 52.243-2-Changes-Cost Reimbursement (8/87)-Alt I (Apr 1984), this modification makes corrections to multiple items. In no particular order, the following items are being corrected: Clause H.26 Responsible Corporate Office will be updated, update to 10 CFR 719, administrative correction to a line item error in modification 628, and a contract estimated cost adjustment to update the contract's estimated employee pension costs. Contract revisions are detailed on Page 2 of this modification.
 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) S.M. Sax, President 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jenise C. Connerly
 15B. CONTRACTOR/OFFEROR Washington Closure Hanford 15C. DATE SIGNED 1/11/16 16B. UNITED STATES OF AMERICA Jenise C. Connerly 16C. DATE SIGNED 1-11-2016
 (Signature of person authorized to sign) (Signature of Contracting Officer)

SF30 BLOCK 14 CONTINUATION:

- B. Correction to H Clause H.26 Responsible Corporate Office. Company/Organization changed from URS Nuclear & Environment to AECOM. Email also changed from Leo.Sain@urs-gmos.com to Leo.Sain@aecom.com. A contract replacement page showing the reference changes, is attached below. Jeffrey F. Armatrou, Waste Operations Manager, will also be removed from the H.25 Key Personnel Clause.
- C. References to Code of Federal Regulations, Title 10, Section 719, contained in Clauses I.98, DEAR 952.231-71, H.20, Litigation Management Plan, and elsewhere in this contract shall be considered to reference the May 3, 2013, version, from September 25, 2013, the effective date of bilateral modification 486.
- D. The following Contract sections will be updated for CP-309 (Modification 628) 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-309:
 - 100-D Area - Waste Site Remediation (REAs) (WBS 1.03.02.02.05 / 1.03.02.03.05) - Field. Remediation-Waste Sites-100-D – Baseline Quantity increased by 0 Tons – CLIN 1 Target Cost and Total Target Cost increased by \$46,317.
 - 100-Remaining Sites - Waste Site Remediation (REAs) (WBS 1.03.07.05.01 / 1.03.07.02.05 / 1.03.07.03.05 / 1.03.07.05.05 / 1.03.07.05.04) - Field. Remediation-Waste Sites-100-IU-2 and 6, 100-IU Segment 1, 100-IU Segment 5, 100-IU Segment 4 – Baseline Quantity increased by 0 Tons – CLIN 1 Target Cost and Total Target Cost increased by \$8,479.
 - ~~100-N Area~~ 300 Area Remaining Sites - Waste Site Remediation (REAs) (WBS 1.03.12.02.05) - Field. Remediation-Waste Sites-300 Area Remaining Sites – Baseline Quantity increased by ~~29,638~~ 0 Tons – CLIN 1 Target Cost and Total Target Cost increased by \$198,132
 - 300 Area Remaining Sites – Field Remediation Non Site Specific Support (WBS 1.03.12.75.25.01) – CLIN 1 Target Cost and Total Target Cost increased by \$92,470.
 - Final Closure – Field Remediation-Management and Support (WBS 1.03.99.01.29.01) – CLIN 1 Target Cost and Total Target Cost increased by \$15,888.
 - 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 \$119,225.
 - TOTAL – CLIN 1 Target Cost and Total Target Cost increased by \$480,511.
- E. The value of “Estimated Employee Pension Costs” within Table B.1, Incentive Fee Structure, is updated to reflect cumulative payments made to the Hanford Site Pension Plan. Accordingly, the value of “Estimated Employee Pension Costs” is increased as follows:

Current- Estimated Employee Pension Costs	\$ 38,675,915
Increase amount	\$ 14,324,085
New Total - Estimated Employee Pension Costs	\$ 53,000,000

Section B, Table B.1, *Incentive Fee Structure*, and will be replaced in its entirety with the revised pension costs. Contract replacement page B-18 is included with this modification.

- 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. Contractor Statement of Release: In consideration of the modification agreed to herein as complete equitable adjustment for incorporation of the administrative corrections identified in paragraphs B through E above, WCH hereby releases the Government from any and all liability under this contract. As stated in the WCH correspondence identified in paragraph F above, there is no cost impact related to incorporation and/or removal of the above identified directives.

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

End of Modification 678

reason under the Contractor's control within two (2) years of being placed in the position, Earned and Interim Fee will be reduced by \$500,000 for each removed or replaced individual.

- (c) The Contractor may request, in writing, that the Contracting Officer waive all or part of a reduction, if special circumstances exist. The Contracting Officer shall have sole unilateral discretion to waive or not waive all or part of a reduction.

The following is a list of Key Personnel for this Contract:

Name	Position
Scott M. Sax	Project Manager
Megan Proctor	Environmental, Safety, Quality, and Health (ESQH) and Closure Manager
Robert D. Cantwell	Field Remediation/D4/Reactor ISS Closure Manager
Gordon L. Dover	Project Integration Manager
Daniel L. Plung	Project Services Manager

H.26 RESPONSIBLE CORPORATE OFFICIAL

The Contractor shall provide a Guarantee of performance from its parent company in the form set forth in Section J, Attachment J-3. If the Contractor is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of this procurement, the parent companies of all the entities forming the new entity shall all provide Guarantees, which Guarantees shall provide for joint and severable liability for the performance of the Contractor. In the event any of the signatories to the Guarantee of performance enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer. Notwithstanding the provisions of this clause, the Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Contractor and who is accountable for the performance of the Contractor, regarding Contractor performance issues.

Name: Leo Sain
Position: Executive Vice President
Company/Organization: AECOM
Address: 106 Newberry St. SW, Aiken, SC 29801
Phone: 865-425-7222
Facsimile: 803-502-9795
Email: Leo.Sain@aecom.com

Should the responsible corporate official change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change in the individual to contact.

H.27 MENTOR-PROTÉGÉ PROGRAM

- (a) Both the DOE and the Small Business Administration (SBA) have established Mentor-Protégé Programs to encourage Federal prime contractors to assist small businesses, firms certified under Section 8(a) of the Small Business Act by the SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning, and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. Within 90 days of contract award and continuing throughout the Contract period of performance, the Contractor shall mentor at least one

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)	\$2,311,056,977	\$0	\$113,047,094	\$253,573,242	\$2,677,677,313	
Target Fee	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (b)(2)	\$158,189,352	\$0	\$7,911,919	\$17,388,811	\$183,490,082	
Estimated Incumbent Employee Pension Costs	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (e)(5)	\$50,204,816	\$0	\$2,795,184	\$0	\$53,000,000	
Chronic Beryllium Disease Prevention Program	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (e)(5)	\$5,000,000	\$0	\$0	\$0	\$5,000,000	
Cost Share Ratio (Govt/ Contractor)	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (e)	80/20	80/20	80/20	80/20	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	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							
Maximum Cost Performance Incentive Fee	Maximum Total Cost Performance Incentive Fee that may be earned	\$311,992,692 (13.5% of Target Cost)	\$0 (13.5% of Target Cost)	\$15,261,357 (13.5% of Target Cost)	\$34,232,388 (13.5% of Target Cost)	\$361,486,437 (13.5% of Target Cost)	
Maximum Schedule Performance Incentive Fee	Maximum Total Schedule Performance Incentive Fee that may be earned	\$34.0M	Zero	\$6.0M	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	