

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   5	
2. AMENDMENT/MODIFICATION NO. 0698	3. EFFECTIVE DATE 07/01/2016	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) Contact Clause H.16(c) - "Payments and Advances," and mutual agreement of the parties

**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.)

A. The purpose of this modification is to update Contract Section J, Attachment J-7, "Special Financial Institution Account Agreement."

Details of these updates are included in the SF30 Block 14 Continuation beginning on Page 2 of this modification.

Payment:

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jenise C. Connerly		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 6-10-16

**SF30 BLOCK 14 CONTINUATION:**

- B. Contract Section J, Attachment J-7, *Special Financial Institution Account Agreement*, is hereby revised to include the red-line/strike-out revisions below:

**ATTACHMENT J.7 SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT**

**Special Financial Institution Account Agreement for use  
with the Payments Cleared Financing Arrangement**

Agreement, effective the 1<sup>st</sup> day of July, 2011, between the UNITED STATES OF AMERICA, represented by the Department of Energy (DOE), and Washington Closure Hanford, LLC (WCH) as a company existing under the laws of the State of Delaware, and U.S. Bank, a financial institution corporation existing under the laws of the State of Washington located at Richland, Washington.

**Recitals**

- (1) On the effective date of March 23, 2005, DOE and WCH entered into Agreement No. DE-AC06-05RL14655, or a supplemental agreement thereto, providing for the transfer of Government funds on a payments-cleared basis.
- (2) DOE requires that amounts transferred to WCH thereunder be deposited in a special demand deposit account(s) at a financial institution covered by the Department of the Treasury – approved Government deposit insurance organizations that are identified in TFM 6-9000. These special demand deposits must be kept separate from WCH's general or other funds, and the parties are agreeable to so depositing said amounts with US Bank.
- (3) The special deposit account(s) shall be designated "Washington Closure Hanford LLC Account."

**Covenants**

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that:

- (1) The DOE shall have a title to the credit balance in said account(s) to secure the repayment of all funds transferred to WCH, and said title shall be superior to any lien, title, or claim of US Bank or others with respect to such accounts.
- (2) US Bank shall be bound by the provisions of said Contract between DOE and WCH relating to the transfer of funds into and withdrawal of funds from the above special demand deposit account(s), which are hereby incorporated into this Agreement by reference, but US Bank shall not be responsible for the application of funds properly withdrawn from said Account(s).

After receipt by US Bank of written directions from the DOE Contracting Officer, US Bank shall act thereon and shall be under no liability to any party hereto for

any action taken in accordance with the said written directions. Any written directions received by US Bank from DOE upon DOE stationery and purporting to be signed by, or signed at the written direction of DOE may, insofar as the rights, duties, and liabilities of US Bank are concerned, shall be considered as having been properly issued and filed with US Bank by DOE.

- (3) DOE, WCH, or authorized representatives, shall have access to financial records maintained by US Bank with respect to such special demand deposit account(s) at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by US Bank for a period of six (6) years after the final payment under the Contract.
- (4) In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account(s), US Bank shall promptly notify DOE.
- (5) DOE shall authorize funds that shall remain available to the extent that obligations have been incurred on good faith thereunder by WCH to US Bank for the benefit of the special demand deposit account(s). US Bank agrees to honor upon presentation for payment all payments issued by WCH and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero as administratively possible.

US Bank agrees to service the account in this manner based on the requirements and specifications contained in the Financial Services Agreement, Attachment 1, "Schedule of Financial Institution Processing Charges," dated March 16, 2006, negotiated under Contract No. DE-AC05-76RL01830. US Bank agrees that per-item costs detailed in the form "Schedule of Financial Institution Processing Charges" contained in US Bank's proposal dated March 16, 2006, and included as an attachment to this Agreement, will remain constant during the term of this Agreement. US Bank shall calculate the monthly fees based on services rendered and invoice WCH. WCH shall issue a check or automated clearing house authorization transfer to US Bank in payment thereof.

- (6) US Bank shall post collateral, acceptable in accordance with 31 CFR 202 with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement (including the noninterest-bearing time deposit account), less the Department of the Treasury-approved deposit insurance.
- (7) This Agreement, with all its provisions and covenants, shall be in effect for a term beginning on the 1<sup>st</sup> day of July 2011, and ending on the 31<sup>st</sup> day of December June 30, 2016, unless earlier terminated as provided in this Agreement.

- (8) DOE and/or WCH may terminate this Agreement at any time within the Agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.
- (9) DOE or WCH may terminate this Agreement at any time upon 30 days written notice to US Bank if DOE or WCH, or both parties, find that US Bank has failed to substantially perform its obligations under this agreement, or in a manner that precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Government's cash resources.
- (10) Notwithstanding the provisions of Covenants 8 and 9, in the event that the Contract referenced in Recital 1 between DOE and WCH is not renewed or is terminated, this Agreement between DOE, WCH, and US Bank shall be terminated automatically upon the delivery of written notice to US Bank.
- (11) In the event of termination, US Bank agrees to retain WCH's special demand deposit account(s) for an additional 90-day period to clear outstanding payment items.

This Agreement shall continue in effect for the 90-day additional period, with exception of the following:

- (a) Term Agreement (Covenant 7); and
- (b) Termination of Agreement (Covenants 8 and 9).

All terms and conditions of the aforesaid "Schedule of Financial Institution Processing Charges" that are not inconsistent with this 90-day additional term shall remain in effect for this period.

~~Any direction received by the Bank from DOE which alters any portion of the terms and conditions of this Agreement, shall not be valid unless signed by the Contracting Officer.~~

In witness whereof the parties hereto have caused this Agreement to be executed, as of the day and year first above written.

FOR U.S. DEPARTMENT OF ENERGY, RICHLAND OPERATIONS OFFICE

Signature: \_\_\_\_\_ /S/ \_\_\_\_\_  
Name: Jenise C. Connerly  
Title: Contracting Officer  
Date: \_\_\_\_\_

FOR WASHINGTON CLOSURE HANFORD, LLC

Signature: \_\_\_\_\_ /S/  
Name: ~~Douglas C. Siron~~ Bobby W. Atkinson  
Title: Chief Financial Officer, ~~and Treasurer~~  
Date: \_\_\_\_\_

FOR US BANK N.A.

Signature: \_\_\_\_\_ /S/  
Name: Gail Heinselmann  
Title: Vice President, Government Services  
Date: \_\_\_\_\_

**NOTE**

The contractor, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

**CERTIFICATE**

I, Robert B. McPherson, certify that I am the Secretary of the corporation named as Contractor herein; that ~~Douglas C. Siron~~ Bobby W. Atkinson, who signed this Agreement on behalf of the Contractor, ~~is was then~~ Chief Financial Officer ~~and Treasurer~~ of said corporation; and that said Agreement was duly signed for and ~~on in~~ behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate Seal) (Signature)

- C. No changes were made to Contract Section J, Attachment J-7, *Special Financial Institution Account Agreement*.
- D. Contract Section J, Attachment J-7 been revised in accordance with paragraph B above. A revised conformed Contract Section J Attachment J-7 is included with this modification.

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

End of Modification No. 698

## ATTACHMENT J-7 SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT

### *Special Financial Institution Account Agreement for use with the Payments Cleared Financing Arrangement*

Agreement, effective the 1<sup>st</sup> day of July 2011, between the UNITED STATES OF AMERICA, represented by the Department of Energy (DOE), and Washington Closure Hanford, LLC (WCH) as a company existing under the laws of the State of Delaware, and U.S. Bank, a financial institution corporation existing under the laws of the State of Washington located at Richland, Washington.

#### **Recitals**

- (1) Effective March 23, 2005, DOE and WCH entered into Agreement No. DE-AC06-05RL14655, or a supplemental agreement thereto, providing for the transfer of Government funds on a payments-cleared basis.
- (2) DOE requires that amounts transferred to WCH thereunder be deposited in a special demand deposit account(s) at a financial institution covered by the Department of the Treasury – approved Government deposit insurance organizations that are identified in TFM 6-9000. These special demand deposits must be kept separate from WCH's general or other funds, and the parties are agreeable to so depositing said amounts with US Bank.
- (3) The special deposit account(s) shall be designated "Washington Closure Hanford LLC Account."

#### **Covenants**

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that:

- (1) The DOE shall have a title to the credit balance in said account(s) to secure the repayment of all funds transferred to WCH, and said title shall be superior to any lien, title, or claim of US Bank or others with respect to such accounts.
- (2) US Bank shall be bound by the provisions of said Contract between DOE and WCH relating to the transfer of funds into and withdrawal of funds from the above special demand deposit account(s), which are hereby incorporated into this Agreement by reference, but US Bank shall not be responsible for the application of funds properly withdrawn from said Account(s).

After receipt by US Bank of written directions from the DOE Contracting Officer, US Bank shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by US Bank from DOE upon DOE stationery and purporting to be signed by, or signed at the written direction of DOE may, insofar as the rights, duties, and liabilities of US Bank are concerned, shall be considered as having been properly issued and filed with US Bank by DOE.

- (3) DOE, WCH, or authorized representatives, shall have access to financial records maintained by US Bank with respect to such special demand deposit account(s) at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by US Bank for a period of six (6) years after the final payment under the Contract.
- (4) In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account(s), US Bank shall promptly notify DOE.
- (5) DOE shall authorize funds that shall remain available to the extent that obligations have been incurred on good faith thereunder by WCH to US Bank for the benefit of the special demand deposit account(s). US Bank agrees to honor upon presentation for payment all payments issued by WCH and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero as administratively possible.

US Bank agrees to service the account in this manner based on the requirements and specifications contained in the Financial Services Agreement, Attachment 1, "Schedule of Financial Institution Processing Charges," dated March 16, 2006, negotiated under Contract No. DE-AC05-76RL01830. US Bank agrees that per-item costs detailed in the form "Schedule of Financial Institution Processing Charges" contained in US Bank's proposal dated March 16, 2006, and included as an attachment to this Agreement, will remain constant during the term of this Agreement. US Bank shall calculate the monthly fees based on services rendered and invoice WCH. WCH shall issue a check or automated clearing house authorization transfer to US Bank in payment thereof.

- (6) US Bank shall post collateral, acceptable in accordance with 31 CFR 202 with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement (including the noninterest-bearing time deposit account), less the Department of the Treasury-approved deposit insurance.
- (7) This Agreement, with all its provisions and covenants, shall be in effect for a term beginning on the 1<sup>st</sup> day of July 2011, and ending on the 31<sup>st</sup> day of December, 2016, unless earlier terminated as provided in this Agreement.
- (8) DOE and/or WCH may terminate this Agreement at any time within the Agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.
- (9) DOE or WCH may terminate this Agreement at any time upon 30 days written notice to US Bank if DOE or WCH, or both parties, find that US Bank has failed to substantially perform its obligations under this agreement, or in a manner that precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Government's cash resources.

- (10) Notwithstanding the provisions of Covenants 8 and 9, in the event that the Contract referenced in Recital 1 between DOE and WCH is not renewed or is terminated, this Agreement between DOE, WCH, and US Bank shall be terminated automatically upon the delivery of written notice to US Bank.
- (11) In the event of termination, US Bank agrees to retain WCH's special demand deposit account(s) for an additional 90-day period to clear outstanding payment items.

This Agreement shall continue in effect for the 90-day additional period, with exception of the following:

- (a) Term Agreement (Covenant 7); and
- (b) Termination of Agreement (Covenants 8 and 9).

All terms and conditions of the aforesaid "Schedule of Financial Institution Processing Charges" that are not inconsistent with this 90-day additional term shall remain in effect for this period.

Any direction received by the Bank from DOE which alters any portion of the terms and conditions of this Agreement, shall not be valid unless signed by the Contracting Officer.

In witness whereof the parties hereto have caused this Agreement to be executed, as of the day and year first above written.

FOR US DEPARTMENT OF ENERGY

Signature: Jenise C. Connerly  
Name: Jenise C. Connerly  
Title: Contracting Officer  
Date: 6-9-2016

FOR WASHINGTON CLOSURE HANFORD LLC

Signature: Bobby W. Atkinson  
Name: Bobby W. Atkinson  
Title: Chief Financial Officer  
Date: May 9, 2016

FOR US BANK N.A.

Signature: Gail Heinselman  
Name: Gail Heinselman  
Title: Vice President, Government Services  
Date: 5/17/2016

NOTE

The contractor, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, Robert B. McPherson, certify that I am the Secretary of the company named herein; that, Bobby W. Atkinson, who signed this Agreement on behalf of WCH, was then Chief Financial Officer of said company; and that said Agreement was duly signed for and in behalf of said company by authority of its governing body and is within the scope of its corporate powers.

Robert B. McPherson  
(Corporate Seal) (Signature)

**Attachment 1**

**SCHEDULE OF FINANCIAL INSTITUTION PROCESSING CHARGES**

<b>Service</b>	<b>Per Item Cost</b>
Account Maintenance	\$ 8.00
Controlled Disbursement Account Maintenance	75.00
Controlled Disbursement Per Item Charge	0.09
Deposited Checks-On Us	0.05
Deposited Checks-Local	0.055
Deposited Checks-Regional	0.055
Deposited Check-Returned (includes tax)	3.25
<b>Other Services Charges for Checks Deposited or Account Maintenance</b>	
Deposits – Paper	\$ 0.20
Deposits – Electronic	0.20
Processing Fee for Deposited Foreign Currency Checks	0.50
Processing Fee for Generating Draft in Foreign Currency	15.00
Cash Deposited per \$100.00	0.07
<b>Other Services Charges for Processing Cash Transactions</b>	
Incoming Federal (Domestic) Wire	\$ 5.00
Incoming International Wire	10.00
Outgoing Federal (Domestic) Wire Client Initiated Internet	7.50
Outgoing International Wire Client Initiated-Internet	15.00
Outgoing or Incoming Federal Wire Daily Treasury Drawdown	7.50
Federal or International Wire Investigation of Client Issued Wire	25.00
Bank Issuance of Amendment for Client Issued International or Federal Wire	7.50

Service	Per Item Cost
<b>Other Services Charges for Processing Federal or International Wires</b>	
Book Transfers (Bank initiated account to account transfers)	\$ 1.00
<b>Other Services Charges for Processing Bank Internal Debit or Credits</b>	
Stop Payments Client Initiated-Internet	\$ 9.00
Per Change Order Charge	2.00
Rolled Coin Ordered Per \$ Roll	0.08
Currency Order Per \$100.00	0.08
ACH Monthly Maintenance	25.00
ACH Originated	0.10
ACH Originated-Addenda Rec	0.02
ACH Received Item	0.15
ACH Transmission Charge	5.00
ACH Item Adjustment Request	3.00
ACH Delete Item Request	3.00
ACH Notice of Change Internet Report Advice/Fax	2.50
ACH Return Item Internet Report Advice/Fax	2.50
ACH Block-Monthly Maintenance Per Account	6.00
<b>Other Services for Processing ACH</b>	
Checks Cleared	\$ 0.10
Check Sorting	0.02
Monthly Maintenance Charge for Imaging - by Account	25.00
Check Image - CD Rom Per CD	5.00
Check Image - Per Item	0.07
Copy of Check Request	0.50
Account Reconciliation (Per Acct)	75.00

Service	Per Item Cost
<b>Process Maintenance – Full (Per Acct)</b>	
Full Positive Pay Maintenance	\$ 45.00
Positive Pay Per Item	0.04
Positive Pay Exception Report	No Charge
Reverse Positive Pay Per Item	0.01
Output File – Daily	5.00
Lockbox Monthly Maintenance	75.00
Lockbox Per Item Charge	0.25
<b>Other Services (Charges) Lockbox</b>	
Photocopies	\$ 0.10
Exception Items	0.22
Data Key Stroke	0.01
Mail Out - Per Item	0.06
Previous Day Composite Report (1 per day/acct – First)	10.00
Previous Day Composite Report (1 per day/acct – Next)	10.00
BAI Items	0.05
Wire Transfer Detail Report (1 per day per acct)	No Charge
<b>Services Added or Enhanced Since 2009 Contract</b>	
SinglePoint Previous Day Detail Account Report	\$ 10.00
SinglePoint Previous Day Summary Account Report	10.00
SinglePoint Previous Day Per Item Detail	0.05
SinglePoint Previous Day Per Item Sum	0.05
SinglePoint Current Day Summary Account Report	10.00
SinglePoint Current Day Summary Detail Account Report	10.00
SinglePoint Current Day Per Item Detail Report	0.05
SinglePoint Current Day Per Item Summary Report	0.05
SinglePoint Stop Payments Monthly Maintenance	No Charge
SinglePoint Stop Payments Initiated/Reversed	9.00
Account Analysis Report PDF	10.00

<b>Service</b>	<b>Per Item Cost</b>
Monthly DDA Statement on SinglePoint	\$ 5.00
ACH Return and NOC Report (Electronic)	2.50
SinglePoint Token Monthly Maintenance	No Charge
SinglePoint Book Transfer Monthly Maintenance	No Charge
SinglePoint Book Transfers	\$ 1.00
SinglePoint Positive Pay Monthly Maintenance	No Charge
SinglePoint Wires Monthly Maintenance	No Charge
SinglePoint Issue Maint Mo Maintenance	No Charge
SinglePoint Image Access/Archive Mo	\$ 25.00
Cash Deposited Per \$100	\$ 0.07
Loose Coin Deposited/Bag	4.00
Electronic – Debits	0.10
Rejects Checks Paid	No Charge
FDIC – Deposit Coverage	\$ 0.12074
Special Statements	14.00
Check Filter Monthly Maint	No Charge
<b>Other Service Charges for Checks Deposited or Account</b>	
Internal Wire Credit	\$ 6.00
ACH Received Addenda Item	0.02
ACH File Confirmation Notification/Email	2.00
ACH Filter – Monthly Maint Per Acct	17.00
ACH Remittance Monthly Maintenance	35.00
SinglePoint Web Images Retrieved Checks/Deposited Items	0.07
ARP Transmission Per Item	No Charge
SinglePoint Positive Pay Exception	\$ 1.50
Recon Printing and Mailing Fee	5.00
SinglePoint Issue Confirm – Per File	No Charge