AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 0535

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. 19EM001702

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 893040

Office of River Protection
U.S. Department of Energy
Office of River Protection
P.O. Box 450
Richland WA 99352

7. ADMINISTERED BY (If other than Item 6) CODE 00603

Office of River Protection
U.S. Department of Energy
Office of River Protection
P.O. Box 450
MS: H6-60
Richland WA 99352

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

WASHINGTON RIVER PROTECTION SOLUTIONS LLC
Attn: Keven Mabe
Washington River Protection Solutions LLC
2425 Stevens Center Pl
Richland WA 99354-1874

CODE 806500521 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-08RV14800

10B. DATED (SEE ITEM 13) 05/29/2008

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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) Net Increase: $163,192,638.17
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 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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds (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.)

The purpose of this modification is to revise Contract Section B, obligating incremental funds in the amount of $163,442,638.17, de-obligating $(250,000) of NDAA 3134 funding, and update Contract Section B.3(a), Obligation and Availability of Funds. As a result of this funding modification, the total obligated funds on the contract is increased from $6,437,569,448.40 to $6,600,762,086.57.

Attached to this modification is the replacement pages for Contract Section B. 3 (a), Obligation and Availability of Funds.

FOB: Destination
Period of Performance: 06/20/2008 to 09/30/2019

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) Katie Downing, Contracts Mgr.

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wade E. Hader

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED 7/18/19

16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)

16C. DATE SIGNED 18 July 2019

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

Continuation of Block 14. Description of Amendment/Modification

The below table provides the Accounting and Appropriation Data for Purchase Requisition Number 19EM001702 associated with the obligation and de-obligation of funds as a result of this modification.

Item Description	Fund	Appr. Year	Allotee	Reporting Entity	Object Class	Program	Project	WFO	Funded Amount
2019 Capital Equipment	01250	2019	34	421301	31002	1110909	0001481	0000000	$ 8,000,000.00
2019 Funding to Base Ops	01250	2019	34	421301	25422	1110909	0001481	0000000	$ 155,442,638.17
De-ob NDAA 3134	01250	2019	34	421301	25422	1110909	0001481	0000000	$ (250,000.00)
								Total	**$ 163,192,638.17**

The "De-ob NDAA 3134" de-obligation shown above is a reversal of the funding provided in contract modification 526, dated April 26, 2019, as shown in the table below.

Item Description	Fund	Appr. Year	Allotee	Reporting Entity	Object Class	Program	Project	WFO	Funded Amount	Procurement Request No.
EM0001172 - Supplemental Treatment of Low-Activity Waste	01250	2019	34	421301	25422	1110909	0001481	0000000	$ 250,000.00	19EM001316

All other terms and conditions remain unchanged.

ATTACHMENT

Replacement Pages

Total: 3 pages including this cover page

- Contract Section B, *Supplies or Services and Prices/Costs*, pages B-3 and B-4

b. Sub-CLIN 4.2: Extended Demonstration Bulk Vitrification System Operations;

c. Sub-CLIN 4.3: Supplemental Treatment Design

d. Sub-CLIN 4.4: Supplemental Treatment Construction and Operations

e. Sub-CLIN 4.5: Transuranic Tank Waste Treatment and Packaging.

(5) *CLIN 5 – Early Feed and Operation of the WTP Low Activity Waste (LAW) Facility:*

a. Sub-CLIN 5.1: Tank Selection, Retrieval, Pretreatment and Feed Delivery Design;

b. Sub-CLIN 5.2: Retrieval, Pretreatment and Feed Delivery Construction and Operations;

c. Sub-CLIN 5.3: (moved to Sub-CLIN 3.4)

d. Sub-CLIN 5.4: LAW/BOF/LAB Operations.

(6) *CLIN 6 – Pension and Welfare Plans:*

a. Sub-CLIN 6.1: Hanford Employee Retirement and Benefit Plan Management; and

b. Sub-CLIN 6.2: Legacy Pension and Benefit Plan Management.

(7) *CLIN 7 – American Recovery and Reinvestment Act (ARRA) Workscope:*

a. Sub-CLIN 7.1: ARRA workscope under Sub-CLIN 1.2 – Safe, Compliant Operations;

b. Sub-CLIN 7.2: ARRA workscope under Sub-CLIN 1.3 – Analytical Laboratory Support;

c. Sub-CLIN 7.3: ARRA workscope under Sub-CLIN 3.1 – Treatment Planning, Waste Feed Delivery, and WTP Transition; and

d. Sub-CLIN 7.4: ARRA workscope under Sub-CLIN 3.3 – Immobilized High-Level Waste (IHLW) Storage and Shipping Facility Construction

e. Sub-CLIN 7.5: ARRA workscope under Sub-CLIN 3.4 - Upgrade and Operate the Effluent Treatment Facility (ETF).

f. Sub-CLIN 7.6: ARRA workscope under Sub-CLIN 2.1 Single Shell Tank (SST) Retrieval and Closure

(8) *CLIN 8 – Contract Closeout*

m. Sub-CLIN 8.1: Contract Closeout Workscope

B.3 OBLIGATION AND AVAILABILITY OF FUNDS

(a) Obligation of Funds. Pursuant to the Section I Clause entitled, FAR 52.232-22 Limitation of Funds, total funds in the amount of $ $6,600,762,086.57 have been allotted for obligation and are available for payment of services provided from the effective date of the Notice to Proceed through September 30, 2019.

Of the total identified above, $323,855,000.00 in Recovery Act funds have been allotted for obligation and are available for payment of services provided from the effective date of this modification through September 30, 2011. (Subject to Section I clause 52.216-24 Limitation of Government Liability) and $ $6,276,907,086.57 in non-Recovery Act funds are available for payment of services through September 30, 2019.

(b) Availability of Funds. Except as may be specifically provided in the Section I Clause entitled, *DEAR 952.250-70, Nuclear Hazards Indemnity Agreement*, the duties and obligations of 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.

(c) No fee shall be paid to the contractor for the Recovery Act work, including provisional, prior to the negotiation of any equitable adjustment in the fee and the subsequent modification of the contract to reflect the mutual agreement between the contractor and the Contracting Officer.

B.4 CONTRACT COST AND CONTRACT FEE

This Section establishes the *Total Contract Cost* and *Contract Fee*. Within Table B.4-1:

(a) *Contract Period* is defined as the *Transition Period, Base Period, and Option Period(s)* (if exercised) described in the Section F Clause entitled, *Period of Performance.*

(b) *Contract Cost* is defined as all costs initially proposed by the Contractor.

(c) *Available Fee* is defined as the maximum amount of fee that may be earned under the Contract by Contract period.

(d) *Contract Price* in Table B.4-1 is the sum of *Contract Cost* and *Available Fee*, in each year of Contract performance.

(e) *Total Contract Cost* is defined as the cumulative *Contract Cost for all Contract* periods.

(f) *Total Available Fee* is defined as the cumulative *Available Fee* for all Contract periods.

(g) *Total Contract Price* is defined as the sum of *Total Contract Cost* and *Total Available Fee*.

(h) *Contract Line Item Number (CLIN)* references a specific category of work as defined in the Section C, *Statement of Work*. Proposed costs shall be appropriately categorized into the individual CLINs in Table B.4-1.

(i) *Contract Cost, Contract Price, and Available Fee* by Fiscal Year and by Sub-CLIN will be adjusted by the Contracting Officer whenever changes affecting the table are made under the Section I Clause entitled, *Changes – Cost Reimbursement*.