

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 0608	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352	CODE 893040	7. ADMINISTERED BY (If other than Item 6) Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 MS: H6-60 Richland WA 99352	CODE 00603
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Washington River Protection Solutions LLC Attn: JASON DOMBROWSKI C/O Amentum 20501 SENECA MEADOWS PKWY STE 300 GERMANTOWN MD 208767019		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 806500521 FACILITY CODE		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)

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.
X	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:
	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.)

The purpose of this administrative modification is to revise Contract Section H, Special Contract Requirements, and Contract Section J, Attachment J.5, Performance Guarantee Agreement. See continuation pages for further details.

Payment:

OR for ORP

U.S. Department of Energy
Oak Ridge Financial Service Center
P.O. Box 4307
Oak Ridge TN 37831

Continued ...

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) Kelly A. Brazil
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 01/25/2021

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC27-08RV14800/0608

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NAME OF OFFEROR OR CONTRACTOR
Washington River Protection Solutions LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 06/20/2008 to 09/30/2021				

Continuation of Block 14. Description of Amendment/Modification

1. This modification updates Contract Section H, *Special Contract Requirements*, Requirement H.15, *Key Personnel*, to update the Environmental, Safety, Health, & Quality Manager from Mr. Robert D. Cantwell to Mr. Jeremy T. Hartley.
2. This modification updates Contract Section H, *Special Contract Requirements*, Requirement H.57, *List of Contracting Officer’s Representatives Designated for This Contract*, as follows:

FROM:

COR Name	Type of COR	Area of Authority	Date of Designation	COR’s DOE Position
Brian Harkins	Primary	All Scope	12/01/2020	Acting Assistant Manager Tank Farms Project
Marla K. Marvin	Functional	Litigation Management and Legal Policy	09/18/2019	Chief Counsel, DOE-RL and ORP

TO:

COR Name	Type of COR	Area of Authority	Date of Designation	COR’s DOE Position
Delmar Noyes	Primary	All Scope	01/20/2021	Assistant Manager Tank Farms Project
Brian Harkins	Alternate	All Scope	01/21/2021	Deputy Assistant Manager Tank Farms Project
Marla K. Marvin	Functional	Litigation Management and Legal Policy	09/18/2019	Chief Counsel, DOE-RL and ORP

3. This modification updates Contract Section H, *Special Contract Requirements*, Requirement H.34, *Performance Guarantee Agreement*, to update the company referenced to Atkins Nuclear Secured, LLC as follows:

FROM:

The Contractor or the Contractor's parent organization(s) has (have) provided a Performance *Guarantee Agreement* in a manner and form acceptable to the Contracting Officer assuring the performance, duties, and responsibilities of the Contractor, including repayment of unearned provisional fee, will be satisfactorily fulfilled. The *Performance Guarantee Agreement* **dated August 24, 2007 (WGI) and August 17, 2007 (Energy Solutions)** is incorporated herein by reference and included as Contract Section J Attachment, entitled, *Performance Guarantee Agreement*.

TO:

The Contractor or the Contractor's parent organization(s) has (have) provided a Performance *Guarantee Agreement* in a manner and form acceptable to the Contracting Officer assuring the performance, duties, and responsibilities of the Contractor, including repayment of unearned provisional fee, will be satisfactorily fulfilled. The *Performance Guarantee Agreement* **dated January 5, 2021 (Atkins Nuclear Secured, LLC)** is incorporated herein by reference and included as Contract Section J Attachment, entitled, *Performance Guarantee Agreement*.

4. This modification updates Contract Section J, *List of Attachments*, Attachment J.5, *Performance Guarantee Agreement*, to replace the Performance Guarantee Agreement in its entirety. The revision is to replace the now non-existent previous guarantor, Atkins US Holdings, Inc. with Atkins Nuclear Secured, LLC.
5. Attached to this modification is the replacement pages for Sections H and Attachment J.5 in its entirety.

All other Terms and Conditions remain unchanged.

ATTACHMENT
Replacement Pages

Total: 7 pages including this cover page

- Contract Section H.15, *Key Personnel*, page H-30
- Contract Section H.34, *Performance Guarantee Agreement*, page H-47
- Contract Section H.57, *List of Contracting Officer's Representatives Designated for this Contract (COR)*, page H-78
- Contract Section J, Attachment J.5, *Performance Guarantee Agreement*, 3 pages total

Mr. John R. Eschenberg	President & Project Manager
Mr. Robert E. Gregory	Chief Operating Officer
Mr. P. K. Brockman	Deputy Project Manager
Mr. Kathrik H. Subramanian	Chief Engineer
Mr. Jeremy T. Hartley	ESH&Q Manager
Ms. Tammy R. Reynolds	Mission Integration & Waste Feed Delivery/Operations Manager

H.16 RADIOLOGICAL SITE SERVICES AND RECORDS, AND OCCUPATIONAL MEDICINE SERVICES AND RECORDS

- (a) The Contractor shall obtain Radiological Site Services (RSS) and occupational medicine services for all Contractor and subcontractor employees performing hazardous work that may expose workers to chemical, physical (including radiological), biological, and/or similar hazards. The Contractor shall identify required RSS and occupational medicine services as required by Section C, *Statement of Work, Government-Furnished Services and Information (GFS/I)*.
- (b) RSS are obtained as specified in Contract Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*. RSS includes: external dosimetry; internal dosimetry services; radiological instrumentation program and radiological records services. The Section I Clauses entitled, *DEAR 952.223-75 Preservation of Individual Occupational Radiation Exposure Records* and *DEAR 970.5204-3, Access to and Ownership of Records* are implemented as follows with respect to radiological records: All radiological exposure records generated during the performance of Hanford-related activities will be maintained by the designated provider of this service listed in the Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix* and are the property of the U.S. Department of Energy (DOE).
- (c) Occupational medicine services are provided under this Contract by the Hanford Site occupational medicine services contractor as specified in Contract Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*. The Section I Clause entitled, *DEAR 970.5204-3, Access to and Ownership of Records* is implemented as follows with respect to occupational medicine records: All occupational medicine records generated during the performance of Hanford-related activities will be maintained by the Hanford Site occupational medicine services provider and are the property of DOE.

H.17 STOP-WORK AND SHUTDOWN AUTHORIZATION

(a) Definitions:

Imminent Danger: Any condition or practice such that a hazard exists that could reasonably be expected to cause death, serious physical harm, or other serious hazard to employees, unless immediate actions are taken to mitigate the effects of the hazard and/or remove employees from the hazard.

H.31 LOBBYING RESTRICTION (ENERGY AND WATER ACT 2006)

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence Congressional action on any legislation or appropriation matters pending before Congress, other than communication to Members of Congress as described in United States Code Title 18 Part 1913, *Lobbying with Appropriated Moneys*. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.32 COUNTERINTELLIGENCE (CI) SITE SPECIFIC REQUIREMENTS

Pursuant to Executive Order 12333, *United States Intelligence Activities*, and DOE procedures for intelligence activities, it is DOE policy to protect programs, resources, facilities, and personnel from intelligence collection by or on behalf of international terrorists, foreign powers, or entities and related threats through implementation of an effective, efficient Counterintelligence (CI) Program. DOE Order 475.1, *Counterintelligence Program*, reflects the current CI Program scope and requirements. These requirements are set forth locally in the Site CI Support Plan (SCSP). The local CI Program is managed and administered by the DOE Office of Intelligence and Counterintelligence, Directorate of Counterintelligence, Richland Regional Office (RLR-OCI) with the assistance of DOE organizations and contractors as identified in the SCSP. The Contractor agrees to fulfill the requirements of the SCSP.

H.33 SEPARATE CORPORATE ENTITY

The prime contractor under this Contract shall be a separate corporate entity established solely to perform Contract activities. The separate corporate entity may be a partnership or joint venture as described in FAR Subpart 9.601(1), *Contractor Team Arrangements, Definition*. Requirements for access to Key Personnel under this separate corporate entity are described in the Section H Clause entitled, *Key Personnel*.

H.34 PERFORMANCE GUARANTEE AGREEMENT

The Contractor or the Contractor's parent organization(s) has (have) provided a Performance *Guarantee Agreement* in a manner and form acceptable to the Contracting Officer assuring the performance, duties, and responsibilities of the Contractor, including repayment of unearned provisional fee, will be satisfactorily fulfilled. The *Performance Guarantee Agreement dated January 5, 2021 (Atkins Nuclear Secured, LLC)* is incorporated herein by reference and included as Contract Section J Attachment, entitled, *Performance Guarantee Agreement*.

H.35 WITHDRAWAL OF WORK

- (a) The Government may, at its option and during the performance of this Contract unilaterally have any of the work contemplated by Section C, *Statement of Work*, of this

H.57 LIST OF CONTRACTING OFFICER’S REPRESENTATIVES DESIGNATED FOR THIS CONTRACT.

The individuals identified below have designated as a Contracting Officer’s Representative (COR) for this Contract.

COR Name	Type of COR	Area of Authority	Date of Designation	COR’s DOE Position
Delmar Noyes	Primary	All Scope	01/20/2021	Assistant Manager Tank Farms Project
Brian Harkins	Alternate	All Scope	01/21/2021	Deputy Assistant Manager Tank Farms Project
Marla K. Marvin	Functional	Litigation Management and Legal Policy	09/18/2019	Chief Counsel, DOE-RL and ORP

H.58 CONFERENCE MANAGEMENT

The Contractor agrees that:

- a) The contractor shall ensure that contractor-sponsored conferences reflect the DOE/NNSA’s commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.
- b) For the purposes of this clause, “conference” is defined in Attachment 2 to the Deputy Secretary’s memorandum of August 17, 2015, entitled “Updated Guidance on Conference-Related Activities and Spending.”
- c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:
 - 1) The contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:
 - i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
 - ii) purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).
 - 2) The contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).
- d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.

SECTION J, ATTACHMENT J.5
PERFORMANCE GUARANTEE AGREEMENT

Attachment L-3 Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract No. DE-RP27-07RV14800 for the Hanford Tank Operations Contract (Contract) dated May 29, 2008 (as amended/modified to date), by and between the Government and Washington River Protection Solutions, LLC (Contractor), the undersigned, Atkins Nuclear Secured, LLC (Guarantor), a limited liability company incorporated in the State of Delaware with its principal place of business at 545 Oak Ridge Turnpike, Oak Ridge, TN 37830 hereby unconditionally guarantees to the Government:

- (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract; and
- (b) the full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the contract, and
- (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government

ATKINS NUCLEAR SECURED, LLC PGA FOR
THE UNITED STATES UNDER CONTRACT NO. DE-RP27-07RV14800

any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of: (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

This Performance Guarantee Agreement supersedes and replaces the Performance Guarantee Agreement provided by Atkins US Holdings, Inc., dated August 17, 2016.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer.

Date: January 5, 2021

ATKINS NUCLEAR SECURED, LLC


By: Jeffrey Kendall
Title: Manager and Secretary

State of Tennessee
County of Knox

The foregoing instrument was acknowledged before me this 5th day of January, 2021 by Jeffrey M. Kendall, Manager and Secretary of Atkins Nuclear Secured, LLC, whose identity and representative capacity are personally known to me.



My commission expires: 1/30/2021