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U.S. Department of Energy Richland Operations of Office P.O. Box 550, MSIN A7-80 Richland May 9352 8. NAME AND ADDRESS OF CONTRACTOR Me. sews. coord. Since ent 2P Code WASHINGTON CLOSURE KANFORD, LLC Attn: Carol A. Johnson. President 2620 Fermi. Avenue Richland WA 99354 WASHINGTON CLOSURE KANFORD, LLC Attn: Carol A. Johnson. President 2620 Fermi. Avenue Richland WA 99354 WASHINGTON CLOSURE KANFORD, LLC Attn: Carol A. Johnson. President 2620 Fermi. Avenue Richland WA 99354 WASHINGTON CLOSURE KANFORD, LLC Attn: Carol A. Johnson. President 2620 Fermi. Avenue Richland WA 99354 WASHINGTON CLOSURE KANFORD, LLC Attn: Carol A. Johnson. President 2012 AVENUE RICHARD CONTRACTOR ME. Carol Contractor C			00601		00001									
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A. The purpose of this modification is to definitize the following Request for Equitable Adjustment (REA), which was submitted to RL by WCH on September 27, 2011: "Request for Equitable Adjustment WCH-REA-106, Revision 0, Descope Confirmatory Work Scope of One Waste Site and Add Remediation of Two Waste Sites in the 100-N Area." Contract revisions are detailed in the SF30 Block 14 Continuation beginning on Page 2 of this modification. 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 heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) C.A. JOHNSON, President 15C. DATE SIGNED 16B. UNDED STATES OF AMERICA 16C. DATE SIGNED														
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(Signature of porson authorized to sign) 18/12 (Signature of Contracting Officer) 123/12		(Signature of person authorized to sign)		1/25/12	(Signature of Contracting Officer)		1/25/12							

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 River Corridor Closure Contract Contract No: DE-AC06-05RL14655

SF30 BLOCK 14 CONTINUATION:

B. Based on negotiations of WCH-REA-106, the following increases are hereby made to Contract Target Cost and Target Fee within Contract Line Item No. 1:

Cost: \$934,132 Fee: \$65,389 Total: \$999,521

- C. This modification is subject to adjustment pending resolution of internal and external reviews of the Contractor's proposed Disclosure Statement Revision 7 and indirect cost rates. At the time of Contract definitization, internal and external reviews have not been completed. Therefore, the parties agree that the negotiated cost and fee above is subject to adjustment based on the results of subsequent reviews and resolution of review findings.
- D. Section B, Table B.1, *Incentive Fee Structure*, is replaced in its entirety with the revised attached Table B.1. Contract replacement page B-18 is included with this modification. Revisions to Table B.1 are detailed below:

Element	From*	То	Increase			
Target Cost – CLIN 1	\$1,775,737,846	\$1,776,671,978	\$934,132			
Target Cost – TOTAL	\$2,137,685,702	\$2,138,619,834	\$934,132			
Target Fee – CLIN 1	\$128,116,374	\$128,181,763	\$65,389			
Target Fee – TOTAL	\$153,229,614	\$153,295,003	\$65,389			
Maximum Cost						
Performance Incentive						
Fee – CLIN 1	\$239,724,609	\$239,850,717	\$126,108			
Maximum Cost						
Performance Incentive						
Fee – Total	\$288,587,570	\$288,713,678	\$126,108			

^{*}The base amounts for revisions identified in Table B.1 are from Modification No. 355.

- E. The following contract sections (as applicable) will be updated for WCH-REA-106 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 REA-106:
 - 100-N Area Design (WBS 1.03.06.03.01) Field Remediation 100-N Area Design Baseline Quantity remains unchanged. CLIN 1 Target Cost and Total Target Cost increased by \$5,639.
 - 100-N Area Confirmatory Sampling Sites (WBS 1.03.06.01.03) Field Remediation-Confirmatory Sampling Sites-100N Baseline Quantity remains unchanged. CLIN 1 Target Cost and Total Target Cost decreased by (\$28,627).
 - 100-N Area Waste Site Remediation (WBS 1.03.06.02.05) Field Remediation-Waste Sites-100-NR-1 Baseline Quantity increased by 3,379 Tons. CLIN 1 Target Cost and Total Target Cost increased by \$571,871.

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River Corridor Closure Contract Contract No: DE-AC06-05RL14655

- 100-N Area Field Remediation-100N Non Site Specific Support (WBS 1.03.06.75.25) CLIN 1 Target Cost and Total Target Cost increased by \$212,399.
- Final Closure Field Remediation-Management and Support (WBS 1.03.99.01.29) CLIN 1 Target Cost and Total Target Cost increased by \$33,549.
- 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 \$139,301.
- TOTAL CLIN 1 Target Cost and Total Target Cost increased by \$934,132.
- 2. Section C, Table C.1, *River Corridor Work Summary* The number of waste sites are increased by three (3) in the following locations: Activity 6, "Field Remediation," "Waste Sites," summary column "100 N Area" and also the Total column for Activity 6 "Field Remediation" "Waste Sites."
- 3. Section J, Attachment J-1, *River Corridor Closure Contract Work Scope* The following line items will be revised or added to Attachment J-1 for REA-106:
 - 100 N Area Design 100-NR-1 Field Remediation-100 N Area Design (WBS 1.03.06.03.01.01) Design-NR-1 Source Site Design Add the following text to Column H, "Assumed Activity Status h": "Also includes REA 106."
 - 100 N Area Design 100-NR-1 Confirmatory Sampling Site-100-N-28 (WBS 1.03.06.01.03.02) Design Disposal Pit Liquid Waste Site Add the following text to Column H, "Assumed Activity Status h": "Also includes REA 106."
 - NEW 100 N Area Waste Site Remediation 100-NR-1 Remediate Waste Site-100-N-62 (WBS 1.03.06.02.05.85) – REA 106
 - NEW 100 N Area Waste Site Remediation 100-NR-1 Remediate Waste Site-100-N-28 (WBS 1.03.06.02.05.98) – REA 106
 - **NEW** 100 N Area Waste Site Remediation 100-NR-1 Remediate Waste Site-100-N-98 (WBS 1.03.06.02.05.A2) REA 106
 - 100 N Area Waste Site Remediation Field Remediation-100N Non Site Specific Support (WBS 1.03.06.75.25.01) Add the following text to Column H, "Assumed Activity Status h": "Also includes REA 106."
 - Final Closure Field Remediation-Management and Support (WBS 1.03.99.01.29.01) Add the following text to Column H, "Assumed Activity Status h": "Also includes REA 106."
 - Mission Support/General Support MS/GS-Project Integration (WBS 1.06.01.01.01.01) Add the following text to Column H, "Assumed Activity Status h": "Also includes REA 106."
 - Mission Support/General Support MS/GS-Project Services (WBS 1.06.02.01.01.01)
 Add the following text to Column H, "Assumed Activity Status h": "Also includes REA 106."
 - Mission Support/General Support MS/GS-ESHQ (WBS 1.06.03.01.01.01) Add the following text to Column H, "Assumed Activity Status h": "Also includes REA 106."
 - Mission Support/General Support MS/GS-Engineering (WBS 1.06.04.01.01.01) -Add the following text to Column H, "Assumed Activity Status h": "Also includes REA 106."

- Mission Support/General Support MS/GS-Regulatory Integration and Outreach (WBS 1.06.05.01.01.01) – Add the following text to Column H, "Assumed Activity Status h": "Also includes REA 106."
- Mission Support/General Support MS/GS-Office of the Project General Manager (WBS 1.06.06.01.01.01) – Add the following text to Column H, "Assumed Activity Status h": "Also includes REA 106."
- 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. Correspondence related to this contract action is identified as follows:
 - WCH Ltr. CCN 161388, S. L. Feaster to J. J. Short, RL, "Request for Equitable Adjustment WCH-REA-106, Revision 0, Descope Confirmatory Work Scope of One Waste Site and Add Remediation of Two Waste Sites in the 100-N Area," dated September 27, 2011
- H. Contractor Statement of Release: In consideration of the modification agreed to herein as complete equitable adjustment for WCH-REA-106, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to WCH-REA-106.

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

End of Modification 364

TABLE B.1 INCENTIVE FEE STRUCTURE

Element	Definition/Reference CLIN 1				CLIN 2			CLIN 3				CLIN 4		Total		
	Cost Performance	e Ince	entive Fe	e (Ta	rget (Cost,	Tar	get	Fee,	and Cos	st Sl	nare	Ratio)			
Target Cost Section I clause entitled FAR 52.216- 10 Incentive Fee, para. (b)(1)		\$1,776,671,978			\$0				\$112,847,740			\$249,100,116		\$2,138,619,834		
Section I clause entitled FAR 52.216- 10 Incentive Fee, para. (b)(2)		\$128,181,763			\$0				\$7,899,297			\$17,213,943		\$153,295,003		
Estimated Section I clause Incumbent entitled FAR 52.216- Employee 10 Incentive Fee, Pension Costs para. (e)(5)		\$35,880,731			\$0				\$2,795,184			\$0		\$38,675,915		
Cost Share Ratio (Govt/ Contractor)	Section I clause Cost Share Ratio entitled FAR 52.216-		80/20		80/20				80/20		80/20		80/20			
		Sche	dule Peri	orma	ance	Incen	tive	Fe	e (CL	.IN 1)						
			CY 201	3				CY 2014							CY 2015	
		Date			nount			Date			ıt	Date			Amount	
		4/30/2013		\$32	\$32.8M		1/31/		1/2014 \$22.1		M		1/31/2015		\$7.4M	
		5/31/2013		\$32	\$32.0M		2/28/2		3/2014 \$21.3M		M	2/28/201		5 \$6.6M		
		6/30/2013		\$31	\$31.2M		3/31/2014		\$20.5	И		3/31/2015		\$5.8M		
Completion of	Fee earned for	7/31/2013		\$30	\$30.4M		4/30/2014		\$19.6	M		4/30/2015		\$4.9M		
	completion on	8/31/2013		\$29	\$29.6M		5/31/2014		\$18.0	M		5/31/2015		\$4.1M		
Contract Requirements			9/30/2013		\$28.8M		6/30/2014		\$16.4M		6/30/2015		5	\$3.3M		
,	dates shown:	10/31/2013		\$28	\$28.0M		7/31/2014		\$14.8	И		7/31/2015		\$2.5M		
			11/30/2013		\$23.7M		8/31/2014		\$13.1M		8/31/2015		5	\$1.6M		
		12/31/2013		\$22	\$22.9M		9/30/2014		\$11.5M		9/30/2015		5	Zero		
							10/3	10/31/2014		\$9.91	\$9.9M					
							11/30/2014		014	\$9.1M						
							12/		31/2014 \$8.2N		1					
Additional Schedule	Performance Incentive F	ee is av	ailable for th	e follo	wing w	ork sco	ре со	mpl	etions:							
CLIN 1	324 Facility and Was	te Site	Ву ТЕ	BD date	Э	\$1.2	M									
CLIN 3 618-10 Burial Ground		ds	s By 9/30/		/2014 \$2.		M									
CLIN 3	618-11 Burial Groun	ds	ls By 9/30/			/2015 \$4.0M										
			Total	Maxi	mum	Ince	ntive	e Fo	ee							
Maximum Cost Performance Incentive Fee	Incentive Fee that (13.5% of		(13.		\$0 13.5% c	of (13.		234,445 3.5% of get Cost)	\$33,628,516 (13.5% of Target Cost)		13.5% of		288,713,678 (13.5% of Target Cost)			
Maximum Schedule Performance Incentive Fee	may be earned Maximum Total Schedule Performance Incentive Fee that may be earned		\$34.0M		Zero				\$6.0M			Zero			\$40.0M	
			Total	Mini	mum	Incer	ntive	e Fe	ee							
Minimum Cost Performance Incentive Fee	Minimum Total Cost Performance Incentive Fee that may be earned		Zero		Ze				Zero		Zero			Zero		
Minimum Total Schedule Performance Incentive Fee Incentive Fee that may be earned		Zero		Zero				Zero		Zero			Zero			