

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 393	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12EM002378	5. PROJECT NO. (If applicable)
6. ISSUED BY Richland Operations Office U.S. Department of Energy Richland Operations Office 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 Richland Operations Office 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: Carol A. Johnson, President 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)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

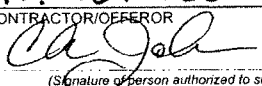

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: I. 70-FAR 52.243-2-Changes-Cost Reimbursement (8/87)-Alt I (Apr 1984) and Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

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.)

Tax ID Number: 94-1381538
 DUNS Number: 167280762
 A. The purpose of this modification is to revise Contract Section J, Attachment J-6, "Advance Agreement, Personnel, and Related Costs," to incorporate requirements related to costs associated with extended domestic personnel assignments. In addition, several errors within J-6 are corrected. Contract revisions are detailed 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	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jewel J. Short
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 6/13/12
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 6/13/12

SF 30 BLOCK 14 CONTINUATION:

- B. Contract Section J, Attachment J-6, *Advance Agreement, Personnel, and Related Costs*, is hereby revised to include the following section entitled “Extended Personnel Assignments.”

TYPE OF COST	ALLOWABILITY	CLARIFICATION
Extended Personnel Assignments	YES	(1) Effective June 1, 2012, for new assignments: After 30 days, DOE’s reimbursement of lodging/other subsidies will be limited by, and consistent with, the Federal Travel Regulations, DOE’s Travel Manual DOE M 552.1-1A (or current version), and any DOE supplementary policies. Lodging will be limited to actual expenses, and together with other subsidies, the total will be limited to 55 percent of the Federal per diem rate. (2) DOE will not reimburse costs associated with salary premiums, per diem, or lodging/other subsidies for contractor employees on domestic extended personnel assignments after three years. (Reference: FAR Subpart 31.205-46, Travel Costs)

- C. Contract Section J, Attachment J-6, is hereby revised to correct the following errors (highlighted in red below):

1. The first sentence of Attachment J-6 references clause H.19. The correct clause number is H.15. Attachment J-6 is hereby revised as follows:

FROM:

“This attachment will be prepared subsequent to Contract award pursuant to Clause H-19, *Advance Understanding of Costs*.”

TO:

“This attachment will be prepared subsequent to Contract award pursuant to Clause **H.15**, *Advance Understanding **on** Costs*.”

2. Regarding Attachment J-6, “Temporary Assignment (Multiple Bedroom Rentals),” the clarification statement identifies an ending date of August 26 without identifying the applicable year, which is 2005. Attachment J-6 is hereby revised as follows:

FROM:

TYPE OF COST	ALLOWABILITY	CLARIFICATION
Temporary Assignment (multiple bedroom rentals)	YES	During the transition period ending August 26, the costs for a multiple bedroom rental is acceptable if the costs are within the per diem rates for a single room rental in accordance with the FAR/FTR’s.

TO:

TYPE OF COST	ALLOWABILITY	CLARIFICATION
Temporary Assignment (multiple bedroom rentals)	YES	During the transition period ending August 26, 2005 , the costs for a multiple bedroom rental is acceptable if the costs are within the per diem rates for a single room rental in accordance with the FAR/FTR’s.

3. Regarding Attachment J-6, “Temporary Assignment Costs during Transition,” the clarification statement identifies a beginning date for costs associated with employees working during the transition period of August 27 without identifying the applicable year, which is 2005. Attachment J-6 is hereby revised as follows:

FROM:

TYPE OF COST	ALLOWABILITY	CLARIFICATION
Temporary Assignment Costs during Transition	YES	Cost associated with employees working during the transition period (beginning June 6, 2005) which will be covered as temporary duty. Application of the relocation policy for these employees will begin August 27 or at the time of movement of household goods, whichever occurs first. Seconded employees will be covered under the project relocation policy. Upon RL approval of WCH Travel and Relocation Policy, the letter will be referenced. The costs associated with an individual returning home every two weeks, as necessary during transition, but no later than August 12, 2005.

TO:

TYPE OF COST	ALLOWABILITY	CLARIFICATION
Temporary Assignment Costs during Transition	YES	Cost associated with employees working during the transition period (beginning June 6, 2005) which will be covered as temporary duty. Application of the relocation policy for these employees will begin August 27, 2005, or at the time of movement of household goods, whichever occurs first. Seconded employees will be covered under the project relocation policy. Upon RL approval of WCH Travel and Relocation Policy, the letter will be referenced. The costs associated with an individual returning home every two weeks, as necessary during transition, but no later than August 12, 2005.

- D. Contract Section J, Attachment J-6, has been replaced in its entirety as detailed in Paragraphs B and C above. Contract Pages J-15, J-15-A, and J-15-B have been revised accordingly and are included with this modification.

- E. **CONTRACTOR RELEASE:** By signature on this modification, the Contractor hereby releases the Government from any and all liability under this contract for equitable adjustments attributable to such facts or circumstances giving rise to this modification.

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

End of Modification 393

ATTACHMENT J-6 ADVANCE AGREEMENT, PERSONNEL, AND RELATED COSTS

This attachment will be prepared subsequent to Contract award pursuant to Clause H.15, *Advance Understanding on Costs*.

TYPE OF COST	ALLOWABILITY	CLARIFICATION
Beryllium Testing/Travel and Assistance	YES	Costs associated with testing, travel, expenses in accordance with the individual being tested and an individual required to provide travel assistance in accordance with approved Travel Policies and FTR's.
Business Cards	YES	Allowable limited to Grade 25 and above, except Procurement personnel having routine contact with offsite vendors and Human Resources personnel having routine contact with offsite personnel relative to training, recruiting, or compliance activities.
Commercial Records (Contractor Owned)	YES	Ownership and protection of commercial (company-owned) records in relation to the Government's normal "Access to and Ownership of Records" clause.
Community Service Activities	YES	Such as Blood Bank Drives, Charity Drives, Salvation Army Adopt-A-Family, Savings Bond Drives, etc. The anticipated costs are limited to reasonable time of loaned staff, participants, and non-interfering use of government equipment.
Corporate Affiliates, Support To	YES	Providing intermittent support to corporate affiliates on a full cost recovery basis, without the use of a formal Work for Others agreement and without Fee.
Corporate Affiliates, Support From	YES	Intermittent support from corporate affiliates on a full cost recovery basis without the use of a formal Work for Others agreement and without Fee.
Employee/Labor Relations Costs	YES	Such as costs incurred in maintaining satisfactory relations between the contractor and its employees, including costs of shop stewards, labor management committees, employee and corporate publications, and other related activities.
Mid-Size Car	YES	Costs associated with a mid-size car rental without the compact rate back-up documentation shall be an allowable cost during the transition period ending on August 26, 2005.
Memberships in Technical or Professional Societies	YES	Individual memberships or corporate membership if advantageous to the RCC contract, but subject to allowability and reasonableness.
Mutual Aid/Natural Disasters	YES	Subject to the approval of the Contracting Officer, costs associated with supporting the U.S. Government, and instrumentalities in the event of a natural disaster

TYPE OF COST	ALLOWABILITY	CLARIFICATION
Other Allowable Uses	YES	Non interfering use (i.e., use outside the employees regular schedule) of government property (such as computers, telephones, copiers, fax machines or other office equipment) or commercially leased facilities necessary for use in any allowable activity such as for employees use in performing work related educational activities.
Personnel Policies	YES	An agreement that exceptions may be implemented to personnel policies without review and approval of the Contracting Officer, provided that such exceptions are reasonable. Out of Policy exceptions on a case-by-case basis, insofar as they do not exceed the limitations of the FAR or FTR regulations, may be done without prior DOE approval.
Special Events including support to Diversity Activities	YES	Activities necessary to support DOE's Hanford Strategic Plan and its policy for diversity, educational and other socioeconomic programs such as the following programs and events: Jr. Achievement, Cooperation Education programs, National Black History Month, Veteran Appreciation, etc. Special Events such as these shall be considered allowable if reasonable.
Stakeholder Information	YES	Motion pictures, videotapes, brochures, handouts, magazines and other media designed for DOE's River Corridor Contract efforts and for performance of contract including implementation of a Community Relations Program and Public Information Releases. Unallowable media are those designed to be promotional of the contractor and the use of its name.
Subscriptions (Business Related)	YES	Allowable if reasonable provided they relate to the Contract.
Temporary Assignment (airline tickets)	YES	The costs for purchasing airline tickets for spouses or significant others on or before August 11, 2005 is an allowable cost. These purchases were in lieu of the employee returning home for a visit in accordance with the corporate policies.
Temporary Assignment (multiple bedroom rentals)	YES	During the transition period ending August 26, 2005, the costs for a multiple bedroom rental is acceptable if the costs are within the per diem rates for a single room rental in accordance with the FAR/FTR's.

TYPE OF COST	ALLOWABILITY	CLARIFICATION
Temporary Assignment Costs during Transition	YES	Cost associated with employees working during the transition period (beginning June 6, 2005) which will be covered as temporary duty. Application of the relocation policy for these employees will begin August 27, 2005, or at the time of movement of household goods, whichever occurs first. Seconded employees will be covered under the project relocation policy. Upon RL approval of WCH Travel and Relocation Policy, the letter will be referenced. The costs associated with an individual returning home every two weeks, as necessary during transition, but no later than August 12, 2005.
Travel and Relocation Policy (previously approved)	YES	Travel relocation or temporary assignments costs originally authorized by the ERC or FH that are paid to employees using the grandfathered policies and procedures.
Extended Personnel Assignments	YES	<p>(1) Effective June 1, 2012, for new assignments: After 30 days, DOE's reimbursement of lodging/other subsidies will be limited by, and consistent with, the Federal Travel Regulations, DOE's Travel Manual DOE M 552.1-1A (or current version), and any DOE supplementary policies. Lodging will be limited to actual expenses, and together with other subsidies, the total will be limited to 55 percent of the Federal per diem rate; and</p> <p>(2) DOE will not reimburse costs associated with salary premiums, per diem, or lodging/other subsidies for contractor employees on domestic extended personnel assignments after three years.</p> <p>(Reference: FAR Subpart 31.205-46, Travel Costs)</p>