

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE DE-AC07-05ID14516	PAGE 1 OF 7 PAGES
2. AMENDMENT/MODIFICATION NO. M064	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. 07-05ID14516	5. PROJECT NO. (If applicable)		
6. ISSUED BY U.S. Department of Energy Idaho Operations Office (DOE-ID) Contract Management Division 1955 Fremont Avenue, MS 1240 Idaho Falls, ID 83415		7. ADMINISTERED BY (If other than Item 6) CODE Wendy L. Bauer, Contracting Officer (208) 526-2808			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) CH2M+WG Idaho, LLC P. O. Box 1625 Idaho Falls, ID 83415-3204			9A. AMENDMENT OF SOLICITATION NO.		
CODE			9B. DATED (SEE ITEM 11)		
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC07-05ID14516		
			10B. DATED (SEE ITEM 13) March 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 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 ACKNOWLEDGMENT 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)
N/A

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

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): 1.81 52.243-2 Changes—Cost Reimbursement (Aug 1987) and Alternate I (Apr 1984) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority):

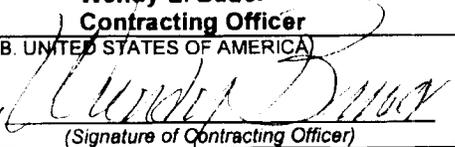
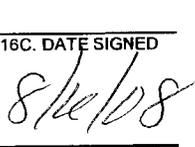
E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

Modification Title: Incorporate DOE Directed Changes and Delay Start of Operations of the SBW Project

(See Page 2)

Except as provided herein, all terms and conditions of the document referenced in Items 9A 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) Wendy L. Bauer Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	

NSN 754-01-152-8070
PREVIOUS EDITION UNUSABLE

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STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.24

The purpose of this undefinitized modification is to incorporate a change in the design criteria from PC-2 to PC-3, provided as Contracting Officer direction on March 23, 2006. This modification also directs a change to delay start of operations of the Sodium Bearing Waste (SBW) Treatment project up to one year. The contract is modified as follows:

1. **Section B - B.3 TOTAL CONTRACT TARGET COST, FEE, AND COMPLETION DATE** is modified as follows:

- (a) The target cost is increased by an amount not to exceed \$94,000,000, from \$2,381,635,207 to \$2,475,635,207. Target fee remains unchanged at this time at \$175,267,552. The total contract target cost and target fee are based on the contract completion date of September 30, 2012. (The total proposed contract Target Cost and Target Fee shall not exceed the funding limits specified in Section B.2 – Cleanup Funding, on either an annual or total basis.)

The costs for transition activities, as defined in Section F.4, are \$4,512,546. There will be no fee for the transition period. Transition costs are excluded from the total contract target cost and are excluded from the funding profile in Section B.2. (The costs for transition activities shall not exceed the contractor's proposed cost or \$8 Million, whichever is less.)

The costs of the current BBWI Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees are \$360,000,000.00. These costs, as identified in Section B.2, are excluded from the total contract target cost and target fee. There will be no fee paid on these costs.

2. **Section B - B.6 FEE PAYMENT SCHEDULE AND ADJUSTMENTS** is modified as follows:

- (a) Scheduled Provisional Fee Payments will be made quarterly and will be calculated as follows:

$$\text{Provisional Fee Payment} = \frac{\text{Target Fee} \times 0.75}{29.67}$$

The first two provisional fee payments, covering the period May 1, 2005 through September 30, 2005, will not be adjusted. Subsequent quarterly fee payments may be adjusted based on the evaluation criteria identified below.

- (b) Provisional Quarterly Fee Payment Adjustments and Reductions

The Contracting Officer (CO) may adjust the provisional quarterly fee payment based on the validated cost and schedule variance and the status of the major milestones described in Section H.1(b)(4), and information contained in the Semi-Annual Critical Analysis described in Section H.1(c)(2). In determining the appropriate adjustments to the provisional fee payment, the CO will use the following earned value definitions:

- (1) Cost Variance (%) is equal to the [(Budgeted Cost of Work Performed minus the Actual Cost of Work Performed) divided by Budgeted Cost of Work Performed] times 100.
- (2) Schedule Variance (%) is equal to the [(Budgeted Cost of Work Performed minus the Budgeted Cost of Work Scheduled) divided by Budgeted Cost of Work Scheduled] times 100.

Based on the evaluation factors above, if it is determined the contractor will earn less than Target Fee, the CO may adjust the provisional quarterly fee payment downward proportionally, to a minimum of zero. If it is determined the contractor will earn above Target Fee, the CO may adjust the provisional quarterly fee payment upward proportionally, to the (Maximum Fee x 0.75)/29.67.

(c) Earned Fee

Earned Fee is a conversion from Provisional Fee to Earned Fee and will be included in the final fee determination. Earned Fee will be recognized for physical completion of the Statement of Work (SOW) elements identified in the table below, less any adjustments stemming from Conditional Payment of Fee B.6(d). The total of all Earned Fee payments will not exceed 31.5% of the total Target Fee established at the time of contract award.

Activity	% Target Fee
Completion of TAN scope (C.4)	2.5
Completion of TRA scope (C.5)	2.0
Completion of PBF scope (C.6)	1.5
Completion of stored RH-TRU scope (C.3.5.1)	2.0
Completion of nuclear materials scope (C.2.6, C.5.4)	1.5
Completion of EM owned SNF transfers (C.2.7.1, C.5.6)	1.5
▼	▼
▼	▼
Completion of SBW Scope (C.2.4.3)	1.0
Completion of WAG 7 Retrieval Area #1 (C.3.4)	2.0
Completion of WAG 7 Retrieval Area #2 (C.3.4)	2.0
Completion of WAG 7 Retrieval Area #3 (C.3.4)	2.0
Completion of WAG 7 Retrieval Area #4 (C.3.4)	2.0
Completion of WAG 7 Retrieval Area #5 (C.3.4)	2.0
Completion of WAG 7 Retrieval Area #6 (C.3.4)	2.0
Completion of WAG 7 Retrieval Area #7 (C.3.4)	2.0
Closure of seven (300,000 gal capacity) HLW tanks and vaults (C.2.8.1)	3.0
Completion of contract end states for CPP-601, CPP-640, CPP-603 (basins), and CPP-648 (sludge tanks and control house) (C.2.1.2)	2.5
Potential Earned Fee Total (Percentage of Target Fee)	31.5

Deleted: Completion of construction of SBW treatment facility (C.2.4.3)

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Deleted: Hot startup of SBW treatment facility (C.2.4.3)

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(d) Conditional Payment of Fee

Based on the importance DOE places on the contractor's or contractor employees' compliance with the terms and conditions of this contract relating to environment, safety and health (ES&H) (which includes worker safety and health and performance under an approved Integrated Safety Management System (ISMS)) and the safeguarding of restricted data and other classified information, fee determinations are subject to unilateral reductions. See DEAR 952.223-76 *Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health* included as Section I.141.

If a TRU waste shipment is not made in accordance with the agreed-upon schedule with the DOE Carlsbad Field Office per Section H.4, because of action or inaction on the part of the contractor, fee determinations are subject to a unilateral reduction of up to \$12,500 for each missed shipment.

(e) Termination

If this contract is terminated in its entirety, fee shall be payable to the contractor consistent with the FAR clauses 52.249-6 "Termination-Cost Reimbursement" and 52.216-10 "Incentive Fee" incorporated in Section I of this contract.

Nothing in this paragraph shall limit or restrict the application of the clause entitled "Termination-Cost Reimbursement."

3. **Section C - C.1.2 End State Vision/Overview**, in part, is modified as follows:

The following work is required to be completed by September 30, 2012 under this contract:

For Idaho Nuclear Technology and Engineering Center (Section C.2):

- Demolish or disposition all excess facilities
- ~~Design, construct, and operate a treatment facility for liquid sodium bearing waste (SBW)*~~
- Empty and disposition all Tank Farm Facility waste tanks *
- Place all EM Spent Nuclear Fuel (SNF) in safe dry storage
- Deactivate EM SNF wet storage basins (CPP-603)
- Dispose or disposition all excess nuclear material
- Complete all Voluntary Consent Order (VCO) tank system actions
- Complete all required OU 3-13 remediation, including the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) Tank Farm Interim Action
- Maintain and operate the INEEL CERCLA Disposal Facility (ICDF)

* *In light of the legal uncertainty, all work under paragraph C.2.4.3 and the stabilization and disposal of residual solids and the in-place closure of the tank farm per Section C.2.8.1 shall require specific authorization by DOE.*

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4. **Section C - C.2 IDAHO NUCLEAR TECHNOLOGY AND ENGINEERING CENTER (INTEC)** is modified as follows:

The Idaho Nuclear Technology and Engineering Center (INTEC) (formerly the Idaho Chemical Processing Plant [ICPP]) is situated on 210 acres within a perimeter fence and approximately 55 acres located outside the fence. INTEC was built in the 1950s to reprocess SNF to recover uranium and krypton gas. INTEC consists of 290 facilities (approximately 1.2 million square feet) and two active CERCLA OUs.

The end state for INTEC under this contract is the following:

- Demolish or disposition all excess facilities
- ~~Design, construct, and operate a treatment facility for liquid SBW*~~
- ~~Provide interim storage of steam reformed product generated during the term of the contract~~
- Empty and disposition all Tank Farm Facility waste tanks*
- Place all EM SNF in safe dry storage
- Deactivate EM SNF wet storage basins (CPP-603)
- Dispose or disposition all excess nuclear material
- Complete all VCO tank system actions
- Complete all required OU 3-13 remediation, including CERCLA Tank Farm Interim Action

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- Maintain and operate the ICDF

* *In light of the legal uncertainty, all work under paragraph C.2.4.3 and the stabilization and disposal of residual solids and the in-place closure of the tank farm per Section C.2.8.1 shall require specific authorization by DOE.*

After contract completion the following cleanup work will remain:

- Continued interim storage of treated waste, and shipment to a repository upon regulatory acceptance
- Cleaning and disposition Tank Farm Facility waste tanks and associated vaults and ancillary equipment
- Retrieval, packaging and off-site shipment of 4,440m³ of existing high level waste (HLW) calcine
- Completion of OU 3-14 remediation and documentation
- Demolition of remaining INTEC buildings and structures
- Continued operation and closure of ICDF
- Packaging and transport of SNF to repository

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5. Section C - C.2.4.3 Sodium Bearing Waste* is modified as follows:

There are approximately 1,000,000 gallons of SBW in underground stainless steel tanks as described in Exhibit C.6 and summarized in Table C.1 below. A complete description of the SBW characteristics can be found in “*Feed Composition for the Sodium Bearing Waste Treatment Process*”, INEEL/EXT-2000-01378, Revision 3 (September, 2003). Engineering Design files and reports for SBW treatment are available at www.id.doe.gov/doesid/rfpsharedlibrary/refdoc.htm.

The contractor shall conduct all necessary activities and provide all associated deliverables to enable DOE to issue a ROD for the *Idaho High-Level Waste & Facilities Disposition Final Environmental Impact Statement, September 2002* (HLW EIS) on SBW Treatment that would allow implementation of the preferred alternative of treating the SBW to prepare it for disposal at WIPP as TRU waste.

The contractor shall design and construct its SBW treatment and packaging facility to enable the conversion to treat the waste for alternate waste disposal at Yucca Mountain if needed. Additional pilot plant testing shall be performed to evaluate waste form performance relative to the Yucca Mountain waste acceptance criteria. The SBW facility will also be constructed so it could be converted for calcine treatment if needed. This includes improvements in process cell structural and seismic protection to meeting safety significant, performance category 3 (PC-3) design criteria, as required.

The contractor shall obtain approval to commence operations (CD-4) no later than July 31, 2011. The treatment and packaging of liquid SBW will be performed assuming ultimate disposal at WIPP, and to enable the DOE to meet its regulatory commitments to remove all liquid waste from the underground tanks and treat the SBW by December 31, 2012. To address the uncertainties in gaining WIPP disposal acceptance for the treated waste, the facility shall be designed and constructed to allow interim storage of all treated material by September 30, 2012, with equipment and commodities (i.e., product vessels and storage

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modules) to complete the treatment campaign to cover the follow-on contract transition period. The contractor shall design and construct its SBW packaging facility with the capability for future packaging and shipping of the existing HLW calcine to the geologic repository per Section C.2.8.2. *Additionally, in light of the legal uncertainty about classification of this waste, the contractor shall provide an alternative technical approach to prepare this waste for disposal as HLW in the geologic repository for spent fuel, which DOE may implement instead if it concludes that it is prevented from classifying this waste as other than HLW.*

Deleted: after obtaining the necessary regulatory approvals. The contractor shall assume that while work on this project may be able to begin in FY 2005, it may be delayed until FY 2006 on account of the legal uncertainty associated with classification of this waste.

During SBW treatment operations, the contractor shall avoid or minimize generation of secondary wastes and/or ensure that any secondary waste has a disposition path and is disposed of, considering overall risk reduction. Residual solids are those that remain in the tanks after tank cleaning, and meet the RCRA closure plans and performance assessments for final tank farm closure. The contractor shall stabilize the residual solids as part of the final tank farm closure process described in Section C.2.8.1.

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No new liquid waste will be added to tanks WM 187 through 190, except flushing liquid and grout during the cleaning and closure process.

- *In light of the legal uncertainty, all work under paragraph C.2.4.3 and the stabilization and disposal of residual solids and the in-place closure of the tank farm per Section C.2.8.1 shall require specific authorization by DOE.*

6. **Section I – Contract Clauses** is modified as follows: