

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 134		3. EFFECTIVE DATE 05/05/2010		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE 00701 Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue Idaho Falls ID 83415		7. ADMINISTERED BY (If other than Item 6) CODE 00701 Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue MS 1221 Idaho Falls ID 83415	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CH2M WG IDAHO LLC Attn: Michael D. Ebben 151 NORTH RIDGE AVENUE SUITE 150 IDAHO FALLS ID 834024039			9A. AMENDMENT OF SOLICITATION NO. (x)		
9B. DATED (SEE ITEM 11)			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC07-05ID14516		
9C. DATED (SEE ITEM 13) 03/23/2005			10B. DATED (SEE ITEM 13) 03/23/2005		
CODE 166527569		FACILITY CODE		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.

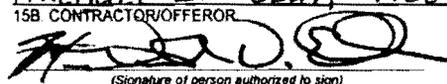
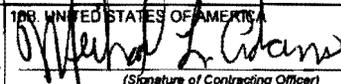
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF.
X	D. OTHER (Specify type of modification and authority) Clauses I.81 52.243-2 Changes - Cost Reimbursement (AUG 1987) & Alt I (APR 1984), and Section I.120

**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: 05-0607601  
DUNS Number: 166527569  
Equitable adjustment for settlement of cost and schedule impacts related to design and schedule changes for the Sodium Bearing Waste (SBW) project described in Modification M064, dated August 6, 2008.  
Delivery Location Code: 00701  
Idaho Operations  
U.S. Department of Energy  
Idaho Operations  
1955 Fremont Avenue  
Idaho Falls ID 83415 US  
Continued ...

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) Michael D. Ebben, Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael L. Adams	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C. DATE SIGNED 05/05/2010		16C. DATE SIGNED 05/05/2010	

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC07-05ID14516/134	2	2

NAME OF OFFEROR OR CONTRACTOR  
CH2M WG IDAHO LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>FOB: Destination Period of Performance: 03/23/2005 to 09/30/2012</p> <p>Change Item 00001 to read as follows (amount shown is the total amount):</p> <p>IDAHO CLEANUP PROJECT AT THE INL Line item value is: \$3,078,774,716.00 Incrementally Funded Amount: \$2,293,333,275.16</p> <p>The total contract value is revised to \$3,078,774,716. This includes \$2,532,451,262 in Target Cost, \$360,000,000 in Defined Benefit Pension Plan Funding, and \$186,323,454 in Target Fee.</p> <p>For detailed information, refer to the attached Continuation Pages incorporated as part of this modification.</p> <p>Change Item 00002 to read as follows (amount shown is the total amount):</p>				3,078,774,716.00
00002	<p>B.5 Items Not Included in Target Cost Line item value is: \$419,299,051.20 Incrementally Funded Amount: \$419,299,051.20</p> <p>No changes to Section B.5.</p>				419,299,051.20

This modification provides an equitable adjustment for settlement of cost and schedule impacts related to design and schedule changes described in Modification M064, dated August 6, 2008.

**Section B.3 TOTAL CONTRACT TARGET COST, FEE, AND COMPLETION DATE**, paragraph (a) is modified as follows:

- (a) The Request for Equitable Adjustment (REA) dated December 22, 2008, is settled at a cost of \$140,000,000. Since Modification M064 increased Target Cost by \$94,000,000 as a result of the changes giving rise to this REA, the target cost for the final settlement is increased \$46,000,000 from \$2,486,451,262 to \$2,532,451,262 and target fee is increased \$10,304,000, from \$176,019,454 to \$186,323,454.

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.)

**Section B.2 CONTRACT FUNDING PROFILE** – is not changed as a result of this modification.

**Section B.9 OBLIGATION OF FUNDS** – is not changed as a result of this modification.

**Section B.4(a) INCENTIVE FEE** – Section B.4(a) is modified as follows:

The target cost of this contract is comprised of the following two (2) items:

- 1) Sodium Bearing Waste (SBW) project at \$316,000,000, and
- 2) Balance of the Idaho Clean-up Project (ICP) work, at \$2,216,451,262.

The target fee for this contract is comprised of the:

- 1) SBW fee at \$23,257,600, and
- 2) Balance of ICP work, at \$163,065,854.

A significant segment of the SBW work involves completing construction of the Integrated Waste Treatment Unit (IWTU). In order to incentivize the Contractor to complete construction of the IWTU, the following change to the fee structure is implemented:

- 1) Fee decreases related to completion of the IWTU facility will be limited to \$38,000,000 if the Contractor completes construction at or below the Total Project Cost (TPC) of \$533,393,000, and CD-4 is completed by August 31, 2011.
- 2) If the contractor exceeds the TPC, but CD-4 is completed by August 31, 2011, the fee decrease related to 1) above will be \$48,000,000.
- 3) If CD-4 is not completed by August 31, 2011, the Contractor's otherwise earned fee will be further reduced by:
  - (a) \$3 million immediately, and

- (b) An additional \$275,000 per week, for each week that CD-4 completion is delayed, up to a maximum of \$12,000,000.

The reductions in B.4(a) 3) above will be used to calculate the Schedule Incentive related to SBW construction and start-up performance (excluding operations), in lieu of the calculation described in contract provision B.4(c).

**CONTRACTOR'S STATEMENT OF RELEASE:** In consideration of the modification agreed to herein as a complete equitable adjustment for the following items settled in accordance with contract clauses I.81 FAR 52.243-2 Changes—Cost Reimbursement Alt I; and I.120 DEAR 970.5204-2 Laws, Regulations, and DOE Directives, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments or claims attributable to such facts or circumstances giving rise to the proposal for adjustment. The total cost of the equitable adjustment is \$140 million, excluding fee. Impacts related to:

- design criteria changes from PC-2 to PC-3,
- delays in the start of operations,
- the use of special construction materials in the off-gas piping and components,
- process and design modifications to vessels and other systems associated with mineralization capabilities, and
- all other matters related to settlement of, or otherwise set forth in the Request for Equitable Adjustment dated December 22, 2008, and any additions or modifications thereto, will not be grounds for future claim or request for equitable adjustment.