

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF PAGES 1
2. AMENDMENT/MODIFICATION NO. 163	3. EFFECTIVE DATE 12/22/2010	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	
6. ISSUED BY U.S. Department of Energy Idaho Operations Office (NE-ID) 1955 Fremont Avenue Idaho Falls, ID 83401-1221		7. ADMINISTERED BY (if other than item 6) Idaho Operations U.S. Department of Energy 1955 Fremont Avenue MS 1221 Idaho Falls, ID 83416		CODE 00701
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 83402-4039			9A. AMENDMENT OF SOLICITATION NO.	
CODE 166527689 FACILITY CODE			9B. DATED (SEE ITEM 11)	
			X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC07-05ID14516	
			10B. DATED (SEE ITEM 13) 3/23/2005	
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 9 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)

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

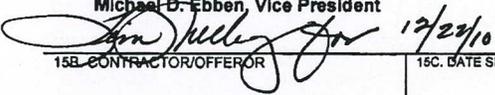
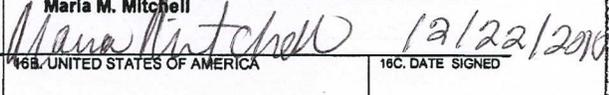
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH 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, X 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)

This modification provides a change to the schedule related to construction completion and start of operations for the Sodium Bearing Waste (SBW) project described in Modification 134, dated May 5, 2010. See continuation pages incorporated as part of this modification.

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) Michael D. Ebben, Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Maria M. Mitchell	
			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 12/22/10	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 12/22/2010
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

This modification provides a change to the schedule related to construction completion and start of operations for the Sodium Bearing Waste (SBW) project described in Modification 134, dated May 5, 2010.

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

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

- 1) SBW project at \$316,000,000, and
- 2) Balance of the Idaho Clean-up Project (ICP) work, at \$2,248,570,171.

The target fee for this contract is comprised of the:

- 1) SBW fee at \$23,257,600, and
- 2) Balance of ICP work, at \$165,425,787.

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.4(a) INCENTIVE FEE – Section B.4(a) incorporated with Modification No. 134 is hereby deleted in its entirety and replaced as follows for the SBW project:

A significant segment of the SBW work involves completing construction of the Integrated Waste Treatment Unit (IWTU) and submitting the request to begin operations, hereinafter referred to as CD-4, as defined by the ICP Sodium-Bearing Waste Project Execution Plan PLN-1963, Revision 8, dated August 17, 2010. In order to incentivize the Contractor to complete construction of the IWTU and CD-4, the following change to the fee structure is implemented:

- 1) Incentive Fee decreases related to completion of the IWTU facility will be limited to \$38,000,000 if the Contractor completes construction at or below \$533,393,000, and CD-4 is completed by November 30, 2011.
- 2) If CD-4 is not completed by November 30, 2011, the fee decrease as related to 1) above will be adjusted by a maximum of \$12,000,000 up to a total of \$50,000,000 as follows:
 - a) An additional \$250,000 per week through December 31, 2011 for a total of \$1,000,000, and
 - b) In addition to (a) above, if CD-4 is not completed by December 31, 2011, the contractor's fee will be reduced by a rate of \$425,000 per week for each week subsequent to December 31, 2011, through June 30, 2012, for a total of \$11,000,000.
- 3) If CD-4 is completed by October 31, 2011, or earlier the fee decrease as related to 1) above will be adjusted by a maximum of \$5,000,000 down to a total of \$33,000,000 as follows:
 - a) An initial \$3,000,000 for completion by October 31, 2011, and

- b) In addition to (a) above, for each week CD-4 is completed in advance of October 31, 2011 contractor's fee will be increased by a rate of \$300,000 per week for each week in advance of October 31, 2011, through September 15, 2011, for a total of \$2,000,000.

The contractor agrees to complete CD-4 by June 30, 2012 at a total project cost to the Government not to exceed \$533,393,000. The limit to cost reimbursement to the contractor for this project through CD-4 is \$533,393,000. If a major equipment failure and/or a major design change event occurs that prevents initiation or execution of the Corporate or Federal Operational Readiness Review (ORR), the \$533,393,000 may be adjusted accordingly. Should this adjustment be necessary, any allowable costs that are incurred over the \$533,393,000 will be included in the cost incentive calculation at the end of the contract, i.e. incentive fee will be reduced by \$0.30 for every dollar that costs on this project exceed \$533,393,000.

CONTRACTOR'S STATEMENT OF RELEASE: In consideration of the modification agreed to herein as a complete equitable adjustment for the above 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 this adjustment.