

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 167	3. EFFECTIVE DATE 01/13/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue Idaho Falls ID 83415	CODE 00701	7. ADMINISTERED BY (If other than Item 6) Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue MS 1221 Idaho Falls ID 83415	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 834024039		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC07-05ID14516	
		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)
See Schedule

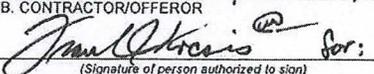
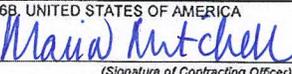
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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
This modification provides a clarification to Section B.3(a) and Section B.4(a) of Modification 163, dated December 22, 2010. The continuation pages are incorporated as part of this modification.
Period of Performance: 03/23/2005 to 09/30/2012

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, Sr. Vice President & CFO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Maria M. Mitchell
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 01-13-2011
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 01/13/2011

This modification provides a clarification to Section B.3(a) and B.4(a) of Modification 163, dated December 22, 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 \$188,683,387 (7.36% of target cost).

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 INCENTIVE FEE – is hereby modified as follows:

(a) Cost Incentive

The following cost incentive structure is established in association with a completion date of September 30, 2012:

Target Fee: \$188,683,387 (7.36% of target cost)

Maximum Fee: \$310,000,000 (Maximum Fee must not exceed 15% of target cost)

Minimum Fee: \$0.00

Fee Calculation: The fee payable under this contract shall be the target fee increased by **thirty (30)** cents for every dollar that the total allowable cost is less than the target cost or decreased by **thirty (30)** cents for every dollar that the total allowable cost exceeds the target cost as specified in FAR 52.216-10 and subject to the maximum fee limitation above.

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 November 30, 2011 at a total project cost to the Government not to exceed \$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.

Section B.4(b)-(e) remain unchanged.