

2. AMENDMENT/MODIFICATION NO. 211	3. EFFECTIVE DATE 03/28/2012	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 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 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:
	D. OTHER (Specify type of modification and authority)
X	Clause I.81 52.243-2 Changes - Cost Reimbursement (AUG 1987) & Alt I (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

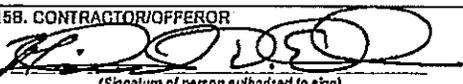
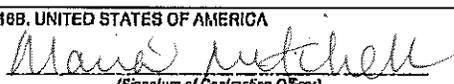
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 05-0607601
DUNS Number: 166527569

This modification provides a target cost and target fee adjustment for exercising Option I under Section C.3.4.2 Construction of Accelerated Retrieval Project (ARP) VIII Waste Exhumation Facility to Excavate - Pits 1 and 2 at the Radioactive Waste Management Complex (RWMC) Subsurface Disposal Area (SDA), revising Section C.2.7.1 INTEC Fuel Receipts and Transfers. This modification also incorporates the Partnering Agreement Clause under Section H.40. This modification also revises Section B.5 Items Not Included in Target Cost, specifically B.5(d)(1) Navy Spent Nuclear Fuel Transfers.

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  <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED 3/28/2012
15D. UNITED STATES OF AMERICA  <small>(Signature of Contracting Officer)</small>	15E. DATE SIGNED 03/28/2012

This modification provides a target cost and target fee adjustment for exercising Option I under Section C.3.4.2 Construction of Accelerated Retrieval Project (ARP) VIII Waste Exhumation Facility to Excavate – Pits 1 and 2 at the Radioactive Waste Management Complex (RWMC) Subsurface Disposal Area (SDA), revising Section C.2.7.1 INTEC Fuel Receipts and Transfers. This modification also incorporates the Partnering Agreement Clause under Section H.40. This modification also revises Section B.5 Items Not Included in Target Cost, specifically B.5(d)(1) Navy Spent Nuclear Fuel Transfers.

1. **Section B.3 Total Contract Target Cost, Fee, and Completion Date**, paragraph (a) is modified as follows:

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

- a. SBW project at \$316,000,000, and
- b. Balance of the Idaho Cleanup Project (ICP) work is increased \$3,808,952 from \$2,307,294,620 to \$2,311,103,572.

The target fee for this contract is increased by \$280,337 from \$192,889,709 to \$193,170,046 (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.)

2. **Section C.3.4.2 Construction of Accelerated Retrieval Project (ARP) VIII Waste Exhumation Facility to Excavate – Pits 1 and 2 at the Radioactive Waste Management Complex (RWMC) Subsurface Disposal Area (SDA)**

Option I scope is definitized with this modification. The target cost is increased by \$3,249,030 and the target fee is increased by \$239,128.

Option I scope includes the following:

- I-A. Installation of the mechanical/electrical components to operate the airlock
- I-B. Procurement and installation of IONEX ventilation units
- I-C. Installation of all doors and windows in ARP VIII and associated airlock and passage-way
- I-D. Installation of HVAC units
- I-E. Paving of surrounding ARP VIII areas to include airlock, ancillary structures and passage-way as required for operations

In accordance with Modification 204, the following schedule incentive applies with the Option I scope as follows:

An additional \$100,000 will be paid if the Base Scope and Option I scope (as defined in C.3.4.2, refer to Modification 204) are completed on or before September 30, 2012.

3. **Section C.2.7.1 INTEC Fuel Receipts and Transfers** – the second paragraph is revised; however, all other language in this section remains unchanged.

The contractor shall receive and safely store shipments of ATR SNF (with approximately eight elements per shipment) FY 2006 through FY 2012, for a total of up to 688 elements.

This change results in a target cost increase of \$291,529 and a target fee increase of \$21,456.

4. **Section C.2.1.3 Continuing Facility Operations**

This modification incorporates the actual costs for work completed for the INTEC power distribution preventative maintenance. Due to funding constraints this scope activity was suspended post Fiscal Year 2012. As a result, the target cost is increased by \$268,393 and the target fee is increased by \$19,753.

5. **Section B.5 Items Not Included in Target Cost** is modified as follows:

Activity (d)(1) – Navy Spent Nuclear Fuel (SNF) Transfers is definitized as follows for FY 2012:

The continuation of preparation and transfer of Navy SNF to Naval Reactor Facility (NRF), facility maintenance and surveillance and oversight of CPP-666.

All other B.5 items remain unchanged. Refer to Attachment 1.

6. **Section H.40 Partnering Agreement** is incorporated as follows:

In order to most effectively accomplish this Contract, the Government proposes to develop a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values. The process creates a teambuilding environment which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team, and achieving successful project execution. This endeavor seeks an environment that nurtures team building, cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be agreed to by both parties during Contract performance. The U.S. Army Corps of Engineers has championed partnering, and its guidelines and any changes thereto, unless otherwise expressly agreed, will be utilized in organizing partnering meetings and establishing a partnering agreement.

CONTRACTOR'S STATEMENT OF RELEASE: In consideration of the modification agreed to herein as a complete equitable adjustment for the directed change related to Section C.3.4.2 Construction of Accelerated Retrieval Project (ARP) VIII Waste Exhumation Facility to Excavate – Pits 1 and 2 at the Radioactive Waste Management Complex (RWMC) Subsurface Disposal Area (SDA), Section C.2.1.3 Continuing Facility Operations, and in accordance with contract Section I.81 52.243-2 Changes—Cost Reimbursement Alt I, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal for adjustment. The total price of this definitized change order is \$4,089,289.