

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 235	3. EFFECTIVE DATE 11/08/2012	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.	
CODE 166527569		9B. DATED (SEE ITEM 11)	
FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC07-05ID14516	
		10B. DATED (SEE ITEM 13) 03/23/2005	

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 or as amended, by one of the following methods: (a) By completing Items 8 and 16, 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 data, 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) 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 \_\_\_\_\_ 0 \_\_\_\_\_ 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

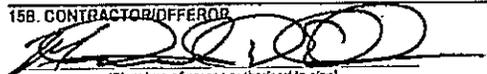
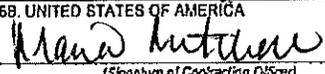
This modification provides a target cost and target fee adjustment for directed changes completed in Fiscal Year 2012. The modification also definitizes work scope under Section B.5 and B.5.1 Items Not Included in Target Cost for Fiscal Year 2012.

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, Sr. Vice President & CFO	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Maria M. Mitchell
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/08/12
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/08/2012

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC07-05ID14516/235

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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 09/30/2015</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:: \$3,215,525,004.00 Incrementally Funded Amount: \$2,790,619,147.22</p> <p>Refer to the Continuation Pages incorporated as part of this modification.</p> <p>ICP-I only: This modification includes a target cost and fee decrease. The total target value is \$3,215,525,004. This includes a target cost of \$2,659,938,320, a target fee of \$195,586,684, and \$360,000,000, for the Detailed Benefit Plan Funding.</p>				3,215,525,004.00
00002	<p>Change Item 00002 to read as follows (amount shown is the total amount):</p> <p>B.5 Items Not Included in Target Cost Line item value is:: \$535,771,792.55 Incrementally Funded Amount: \$535,771,792.55</p> <p>B.5 - Refer to Continuation Pages, Attachment 1 (B.5 table) and Attachment 2 (B.5.1 ARRA Table), incorporated as part of this modification.</p>				535,771,792.55

This modification provides a target cost and target fee adjustment for directed changes completed in Fiscal Year 2012. The modification also definitizes work scope under Section B.5 and B.5.1 Items Not Included in Target Cost for Fiscal Year 2012.

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 Clean-up Project (ICP) work is decreased \$68,831 from \$2,344,007,151 to \$2,343,938,320.

The target fee for this contract is decreased \$5,065 from \$195,591,749 to \$195,586,684 (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.3 above is not part of the ICP II Extension.

2. **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 shipment of ATR SNF (with approximately eight elements per shipment) FY 2006 through FY 2012, for a total of up to 616.

This deductive change results in a target cost decrease of \$91,858 and a target fee decrease of \$6,760.

3. **Section C.2.1.3 Continuing Facility Operations** – add the following paragraph.

CWI shall investigate having BEA take occupancy of the Remote Analytical Laboratory (RAL, CPP-684) for the purpose of conducting work, with CWI maintaining facility ownership. Accordingly, SAR-120/TSR-120 shall be revised as necessary to address the new scope of work that BEA plans to conduct as well as any other changes that may need to be made. The SAR/TSR shall be revised, as necessary, prior to BEA conducting such work. The SAR/TSR update shall be a combined effort with the annual update due to DOE during December 2011.

This change results in a target cost increase of \$23,027 and a target fee increase of \$1,695.

**4. Section B.5 and B.5.1 Items Not Included in Target Cost are modified as follows:**

**B.5 Activity (f)(8) – FY11 Support to University of Arizona** is added as follows:

Under task T.M.04 (separate sub-account), CWI is directed to provide the following support to the University Fuels Program (UFP) to assist in the transfer for irradiated nuclear fuel from University of Arizona (UA) to Reed College (RC):

1. Packaging and shipment to UA of all equipment required examining and document examination of TRIGA domestic research reactor used fuel.
2. Packaging and shipment from UA to INTEC of this equipment after the examination is completed.
3. Packaging and shipment of 5 NAC baskets and 2 large failed fuel cans to UA for use in transport of the UA used fuel to RC. Some of these items are considered contaminated since they were used in the GA shipments. Return of these items is not part of this task.
4. One trained CWI employee to assist in the use of the fuel examination equipment in the AU fuel storage pool. The CWI employee will also assist UA in the development of required shipper's data (RSD) for transfer of the UA used fuel to RC.
5. Document the task.

CWI will not make any determinations of fuel condition. Determinations will be made by the assigned UFP contractor.

This change results in an Estimated Cost of \$17,345 and a Fixed Fee \$861.

**B.5 Activity (f)(9) – FY12 TRIGA Fuel Retrieval from CPP-603** scope is added as follows:

The general scope of work for FY12 includes retrieval of 77 TRIGA fuel assemblies from dry storage in the CPP-603 Irradiated Fuel Storage Facility (IFSF), visual examination of the fuel, loading of retrieved fuel into a NAC-LWT cask, and preparation of the Required Shipper's Data (RSD) information to support fuel transfer to Austria for reuse in a TRIGA reactor. A more specific scope of work is as follows:

- A. Identify candidate fuel elements that may be acceptable to the Austrian government for use in their research reactor.
- B. With DOE and Austrian government, confirm suitability of candidate assemblies.
- C. Develop procedures, training, tools, safety basis, and equipment to retrieve fuel elements from IFSF.
- D. Test and prove the procedures and equipment to retrieve the elements and train operators on them.
- E. Perform readiness assessment.
- F. Retrieve fuel elements, inspect them, and load into NAC-LWT cask.
- G. Return unacceptable elements to storage in the IFSF.

This change results in an Estimated Cost of \$1,115,038 and a Fixed Fee \$50,194.

**B.5 Activity (p)(20) – Other DOE Authorized small Changes, Analysis of Soil Structure**  
scope is added as follows:

CWI, with the aid of qualified SASSI analysts when necessary, shall determine whether any existing facilities that used SASSI during design or qualification might have non-conservative seismic design spectra and thus require additional review. The analysis shall be completed per guidance that has been provided. A response to this office, describing the actions taken in response to this notification, is requested no later than September 28, 2011.

In addition, to address Defense Nuclear Facilities Safety Board (DNFSB) concerns about safety software quality assurance (SSQA) requirements as applied to SASSI, the questionnaire provided via letter (CCN 312360) shall be completed by the Sodium Bearing Waste Treatment project and submitted to this office by September 28, 2011.

This change results in an estimated direct cost of \$13,049 and a fixed fee \$931.

**B.5 Activity (ll)(2) – Material Aging Condition Characterization Technology Development and Application at NRC Licensed TMI ISFSI** cost and fixed fee are added as follows:

The scope was added by Modification 202 and the purpose of this change is to recognize the cost and associated fee.

This change results in an Estimated Cost of \$165,901 and a Fixed Fee \$7,516.

**B.5 Activity (rr)(1) – RH TRU Bridge Scope – FY12** scope is modified as follows:

Previous Text:

This work scope includes the transport of the 26 containers of RH-TRU from RSWF to INTEC by September 30, 2012. Additionally, as part of this scope, BEA will provide up to 300 hours (separate from this B.5 scope/cost) of subject matter expert support to CWI in FY 2012 for RH-TRU Acceptable Knowledge development activities to support qualification waste streams for disposal at WIPP.

Revised Text:

This work scope includes the transport of up to 29 containers of RH-TRU waste containing sodium from RSWF to INTEC by September 30, 2012. All activities required to prepare the waste containers for shipment by BEA are considered Government Furnished Services and Items (GFSI). If any of the 29 containers are not retrieved by BEA to support their shipment from RSWF to INTEC on or before September 30, 2012, only those containers actually retrieved by BEA prior to September 30, 2012 must be shipped from RSWF to INTEC for successful completion of the FY12 work scope. Any containers remaining unshipped at the conclusion of FY 12 will be added to CWI's work scope in FY13 at no additional cost to the government. Additionally, 1 of the 29 containers (NF025) does not meet the parameters to terminate Nuclear Material Safeguard Controls locally. If the termination requested submitted to DOE-HQ is not approved to allow timely retrieval/shipment of this container from MFC to INTEC prior to September 30, 2012, DOE will defer retrieval/shipment of this

container until the termination request is approved.

The Estimated Cost and Fixed Fee remain unchanged.

**B.5 Activity (ss) – EBR II Fuel Transfers** scope is modified as follows:

Previous Text: A total of ninety-six (96) bottles shall be transferred in FY 2012 in six (6) shipments (based on others furnishing acceptable over-pack containers)

Revised Text: A total of sixteen (16) bottles shall be transferred in FY 2012 in one (1) shipment (based on others furnishing acceptable over-pack containers)

This change results in a final Estimated Cost of \$740,130 and final Fixed Fee of \$34,848.

**B.5.1 Activity (o) MFC-799 Reutilization, MFC-799A and MFC-770C D&D** due to funding restraints the work scope is modified and cost and fee are adjusted as follows:

MFC-799A and MFC-770C D&D is deferred to a future date. MFC-799 work scope is reduced to the following:

- Mechanical isolations and reroutes as need in support of the RH-TRU project
- Electrical isolation and reroutes as needed in support of the RH-TRU project
- Piping systems removal (less tanks) as needed in support of the RH-TRU project
- Characterization and regulatory documentation for deactivation
- Waste disposition of non-RCRA wastes as need in support of the RH-TRU project
- Ventilation, building power, and tanks will be left in place to facilitate future processes

This change results in Estimated Cost reduction from \$3,905,777 to \$2,011,919 and a Fixed Fee reduction from \$188,640 to \$92,056.

**B.5.1 Activity (p) ARP IV D&D** termination costs are added as follows:

CWI received a letter of direction to proceed with APR IV D&D on February 18, 2011, (AS-CMD-ICP/CWI-11-035) and on May 26, 2011 CWI received direction from the Contracting Officer that due to insufficient FY 11 funding the ARP IV D&D project work is to be stopped. This item is being added to reflect the incurred costs for work performed.

This change results in an Estimated Cost of \$37,620 and a Fixed Fee \$2,045.

All other B.5 and B.5.1 items remain unchanged.

**5. 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.2.7.1 INTEC Fuel Receipts and Transfers and Section C.2.1.3 Continuing Facility Operations 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 target price of the equitable adjustment is a decrease of \$73,896.