

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0252	3. EFFECTIVE DATE See Block 16C	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: Jeffrey A. Kerridge 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 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. 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)

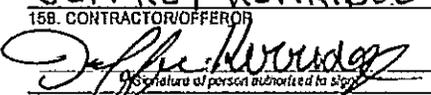
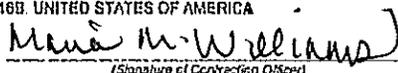
E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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
Refer to the continuation pages incorporated as part of this modification.
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) JEFFREY KERRIDGE CFO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Maria M. Mitchell-Williams
15B. CONTRACTOR/OFFEROR 	16B. UNITED STATES OF AMERICA 
15C. DATE SIGNED 6/25/13	16C. DATE SIGNED 25 06/19/2013

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC07-05ID14516/0252

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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)
00003	<p>Payment: OR for Idaho U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4368 Oak Ridge TN 37831</p> <p>FOB: Destination Period of Performance: 03/23/2005 to 09/30/2015</p> <p>Change Item 00003 to read as follows (amount shown is the total amount):</p> <p>Target Cost (CLINS A-C) Line item value is:: \$730,741,375.00 Incrementally Funded Amount: \$195,826,618.34</p> <p>ICP2 - Extention Target Cost (CLINS A-C): This modification decreases the target cost by \$7,598,338 and target fee by \$559,238. The revised target value is \$730,741,375. This includes a target cost of \$578,861,594, a target fee of \$39,379,781, and pension funding of \$112,500,000.</p> <p>Refer to the continuation pages for details.</p>				730,741,375.00

This modification includes a deductive change to the target cost and fee for CLIN C – Balance of ICP for a reduction in subsequent waste volume that should have been made when specific extension work scope was removed from the final contract extension (Modification 231). This modification also provides a target cost and target fee increase for the directed change associated with Exhibit C.8-13, Item 15 - *Crane (CRN-FC-905) Upgrade*.

1. B.14 EXTENSION - TOTAL CONTRACT TARGET COST, FEE, AND COMPLETION DATE paragraph (c) is modified as follows:

- (c) CLIN C – Balance of ICP: The total contract target cost and target fee are based on a period of performance from October 1, 2012, through September 30, 2015.

The target cost is decreased by \$7,598,338 from \$491,698,636 to \$484,100,298.

The target fee is decreased by \$559,238 from \$36,189,019 to \$35,629,781

2. B.15 EXTENSION INCENTIVE FEE paragraph (c) is modified as follows:

- (c) CLIN C – For the balance of the ICP work scope, the following cost incentive structure is established for a period of performance from October 1, 2012 through September 30, 2015.

Cost Incentive

Target Cost: \$484,100,298

Target Fee: \$35,629,781 (7.36% of target cost)

Maximum Fee: \$72,615,045 (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 for work performed under Section C.8. If there is a fee reduction as a result of failure to meet identified milestones in CLIN A (Refer to B.15(a) above), it will be accomplished by fee reduction in this CLIN C.

3. DEDUCTIVE CHANGE FOR CONTROL ACCOUNT E.2.05.01.02 WASTE DISPOSAL SERVICES

This modification reduces the target cost by \$7,627,299 and target fee by \$561,369 for

CLIN C – Balance of ICP due to the reduced waste volume and associated costs for disposing LLW/MLLW and other wastes that should have also been reduced when negotiated extension work scope was removed from the final contract extension (Modification 231) due to funding constraints. This modification corrects the omission.

4. EXHIBIT C.8-13 RH-TRU HOT CELL EQUIPMENT UPGRADES

The Contracting Officer directed the Contractor to suspend work on Exhibit C.8-13, Item 15 due to insufficient Fiscal Year 2013 funding (email from M. Mitchell-Williams to M. Lewis, dated June 4, 2013). This item is being added to reflect the incurred costs for work performed.

This change results in a target cost increase of \$28,961 and a target fee increase of \$2,132 for CLIN-C Balance of ICP Work Scope.

- 5. CONTRACTOR'S STATEMENT OF RELEASE:** In consideration of the modification agreed to herein as a complete equitable adjustment for the directed change to suspend work on Exhibit C.8-13, Item 15, and the directed change to reduce the waste volume identified in Control Account E.2.05.01.02, Waste Disposal Services, 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 with the following exception. Both parties agree to negotiate, if necessary, the waste volume associated with the Integrated Waste Treatment Unit (IWTU) Rinse Liquid and Sodium Bearing Waste tank residual rinse liquids, as soon as the complete impacts of IWTU startup slippages are understood, but no later than September 30, 2013. The total target price of the equitable adjustment is a decrease of \$8,157,576.

All other terms and conditions remain unchanged