

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 136	3. EFFECTIVE DATE 05/25/2010	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 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		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. 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:
X	D. OTHER (Specify type of modification and authority) American Recovery and Reinvestment Act of 2009, Pub. L. 111-5

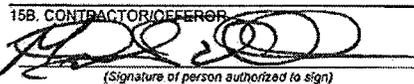
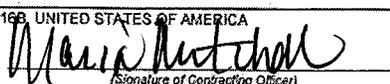
E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

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  
RECOVERY ACT - Definitization of ARRA B.5 Remote Handled Transuranic Waste Scope. Refer to attached continuation pages which are 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) Michael D. Ebben, Vice President	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 5/25/10
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 05/25/2010

The purpose of this modification is to definitize previously authorized work appropriated under the American Recovery and Reinvestment Act of 2009, Pub. L. 1115 (ARRA), by Modification No. 097. The ARRA scope of work shall be performed within the negotiated estimated cost and funding available under the contract. The ARRA work period of performance is April 15, 2009, through September 30, 2011. Except as modified by the terms of this modification, all other provisions and/or clauses in the contract remain unchanged.

**Section B.3 TOTAL CONTRACT TARGET COST, FEE, AND COMPLETION DATE** - is not changed as a result of this modification.

**Section B.2 CONTRACT FUNDING PROFILE** – is not changed as a result of this modification.

**Section B.9 OBLIGATION OF FUNDS** – is not changed as a result of this modification.

**Section B.5 ITEMS NOT INCLUDED IN TARGET COSTS** is modified to include the following ARRA work:

- The negotiated price for the ARRA RH TRU workscope is \$85,500,000, including fee, with a cost plus award fee structure.

This ARRA scope includes the following activities:

#### Work Scope

- Receive, transport from MFC or RWMC to INTEC, and process the following described waste containers (total of 160 containers):
  - 88 HFEF-5 canisters
  - 48 ANL-E canisters
  - 8 SLSF cans
  - 12 Containers in 16/24inch liners
  - 3 Standard Waste Boxes
  - 1 EBR-1 Donut insert and debris

RH-TRU waste must be processed by repackaging, examined by real time radiography, and assayed using the dose to curie method.

All of the waste was originally stored at RWMC, MFC or INTEC. The waste contains RH-TRU, accountable nuclear material, and has the potential for sodium and Nak. CWI will support, but not perform retrieval of waste from MFC.

Spent Nuclear Fuel (SNF) and other waste with no path forward which may be encountered that cannot be disposed will be assumed to be returned to MFC for storage.

The contractor will accomplish necessary coordination with BEA, NE, WIPP, and CCP to accomplish the scope. CWI is not responsible for retrieval and preparation of compliant waste packages or loading transportation containers at MFC.

The contractor will meet or exceed the cumulative waste volume processed commitments in Attachment A for developing waste ready for the WIPP characterization process. Waste determined not to require shipment to WIPP as RH-TRU shall be counted upon departure from the INL Site for its alternative disposal destination, or compliantly stored on site if disposal is not available.

For fee calculation and reporting purposes, initial volume containers shall be used. They are defined as follows:

HFEF 5 Canisters and ANL-E Canisters:	0.1 cubic meters each
3 Standard Waste boxes:	6.34 cubic meters total
EBR – 1 Donut and Debris:	0.5 cubic meters
Containers in 16/24 inch liners:	0.1 cubic meters each
SLSF Canisters	0.5 cubic meters each

**FEE RELATED TO SCOPE COMPLETED**

The Contractor may earn fee in the following manner, subject to completion of the work identified below:

**Total Fee Available: \$5,500,000**

Table 1 – Fee Schedule

Article	Work Scope	Fee	Total Available Fee
A	Complete INTEC-666 facility readiness to commence processing RH-TRU waste and INTEC-659 waste processing operations	\$1,750,000	\$1,750,000
B	Complete processing of up to 22.64 cubic meters of waste ( rounded to 22.6 cubic meters total for fee calculation)	\$13,275 for each 0.1 cubic meter of waste processed	3,000,000
C	Complete processing of up to 3 cubic meters of waste	\$25,000 for each 0.1 cubic meter of waste processed	750,000
D	Complete processing 25.6 cubic meters of waste. 30% fee will be paid for each dollar the contractor completes processing under \$62,500,000 (excluding indirect costs and fee)	\$62,500,000 minus total project ACWP at September, 2011 X 30%  This fee is in addition to the available \$5,500,000 fee.	

All work in Article B must be completed before fee for Article C is earned and paid.

Completion is defined as waste processed by repackaging, examination by real time radiography and assayed by dose to curie method and ready for certification for RH TRU waste or shipped offsite for non-RH TRU waste.

**Section B.5.1 ARRA B.5 ITEMS NOT INCLUDED IN TARGET COST** is incorporated as part of this modification and included in Attachment 1.

**CONTRACTOR'S STATEMENT OF RELEASE:** In consideration of the modification agreed to herein as a change settled in accordance with contract Section I.81 52.243-2 Changes—Cost Reimbursement, 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. This modification is subject to adjustment upon the determination whether or not to include G&A costs in the B.5 Out of Target Work Scope fee calculation.

## ATTACHMENT A

RH-TRU ARRA Targets - Values (cubic meters) listed in IPABS as of 5/6/2010.  
 Performance Measure: Onsite RH-TRU waste that has been retrieved, remediated, repackaged, and made ready for the characterization and certification process for shipment and disposal at WIPP.

	Month	Monthly Targets	Cumulative	
FY09	Oct		0	
	Nov		0	
	Dec		0	
	Jan		0	
	Feb		0	
	Mar		0	
	Apr		0	
	May		0	
	Jun		0	
	Jul		0	
	Aug		0	
	FY10	Sep	0.7	0.7
		Oct		0.7
Nov			0.7	
Dec			0.7	
Jan			0.7	
Feb			0.7	
Mar		0.5	1.2	
Apr		1.35	2.55	
May		0.85	3.4	
Jun		0.15	3.55	
Jul		1.35	4.9	
Aug		1.35	6.25	
Sep		1.35	7.6	
FY11	Oct	1.2	8.8	
	Nov	1.2	10	
	Dec	0	10	
	Jan	1.2	11.2	
	Feb	1.2	12.4	
	Mar	0.22	12.62	
	Apr	0.82	13.44	
	May	2.22	15.66	
	Jun	1	16.66	
	Jul	2.93	19.59	
	Aug	2.61	22.2	
	Sep	2.91	25.11	
	Total:	25.11		

ARRA B.5 Negotiated Activity - FY09-11		Total	Fee Structure
(a) WAG 7/Subsurface Disposal Area (SDA) - Mod 111	Estimated Cost	\$59,912,881	CPFF with \$384K CPAF
	Fixed Fee	<u>\$4,409,588</u>	Fee calculation on direct and indirect
	Total CPFF	\$64,322,469	(excluding pension)
(a.1) WAG 7/SDA Incentive Fee		\$384,000	WAG 7/SDA Incentive Fee - Mod 111
(b) CPP-601/627/640 Post-Closure Resource Conservation and Recovery Act Requirements (RCRA) - Mod 117	Estimated Cost	\$1,791,208	CPFF
	Fixed Fee	<u>\$124,584</u>	Fee calculation on direct and indirect
	Total CPFF	\$1,915,792	(excluding pension)
(c) AMWTP Low Level/Low Level Mixed Waste Other Waste - Mod 117	Estimated Cost	\$2,718,229	CPFF
	Fixed Fee	<u>\$189,434</u>	Fee calculation on direct and indirect
	Total CPFF	\$2,907,663	(excluding pension)
(d) Program Management - Mod 117	Estimated Cost	\$4,975,811	CPFF
	Fixed Fee	<u>\$345,232</u>	Fee calculation on direct and indirect
	Total CPFF	\$5,321,043	(excluding pension)
(e) D&D Waste Management - Mod 129	Estimated Cost	\$19,188,233	CPAF
	CPAF	<u>\$1,143,806</u>	CPAF - Max fee available
	Total CPFF	\$20,332,039	See Mod 129 for detailed metrics
(f) Actual Cost for Cancelled ARRA Scope - Mod 129	Estimated Cost	\$2,065,315	CPFF
	Fixed Fee	<u>\$114,107</u>	Fee calculated on direct cost only*
	Total CPFF	\$2,179,422	
(g) INTEC D&D (Phases 1-3) - Mod 129	Estimated Cost	\$43,772,837	CPAF
	Fixed Fee	<u>\$2,460,693</u>	CPAF - Max fee available
	Total CPFF	\$46,233,530	See Mod 128 for detailed metrics
(g.1) ARRA D&D Incentive Fee	Incentive Fee	\$650,000	ARRA D&D incentive fee - Mod 129
(h) RTC/PBF D&D (Phases 1 and 3) - Mod 129	Estimated Cost	\$22,109,720	CPAF
	Fixed Fee	<u>\$1,204,521</u>	CPAF - Max fee available
	Total CPFF	\$23,314,241	See Mod 129 for detailed metrics
(i) RH TRU - Mod 136	Estimated Cost	\$80,238,000	CPAF
	CPAF	<u>\$5,500,000</u>	Fee calculated on direct cost only*
	Total CPFF	\$85,738,000	See Mod 136 for fee metrics and add. incentive
(j) MFC D&D (Phases 1-3) - Mod XX	Estimated Cost	\$0	
	Fixed Fee	\$0	
	Total CPFF	\$0	
Total	Estimated Cost	\$236,772,234	
	Fee	<u>\$16,141,965</u>	
	Total	\$252,914,199	