

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO. 0268		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue Idaho Falls ID 83415		CODE 00701		5. PROJECT NO. (If applicable)	
				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	
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		CODE 166527569		FACILITY CODE	
				9A. AMENDMENT OF SOLICITATION NO. (x)	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC07-051D14516 X	
				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) 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

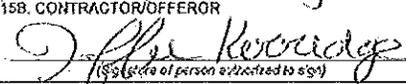
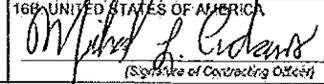
1955 Fremont Avenue

Idaho Falls ID 83415 US

FOB: Destination

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain 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) Michael L. Adams	
15B. CONTRACTOR/OFFEROR  (Type or print name of person authorized to sign)		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C. DATE SIGNED 1/23/14		16C. DATE SIGNED 01/23/2014	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC07-05ID14516/0268

PAGE OF
2 2

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>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:: \$740,978,176.00 Incrementally Funded Amount: \$301,584,380.92</p> <p>ICP2 - Extention Target Cost (CLINS A-C): This modification increases the target cost by \$2,520,010 and target fee by \$185,473. The revised target value is \$740,978,176. This includes the target cost of \$588,396,617, a target fee of \$40,081,559, and pension funding of \$112,500,000.</p> <p>Refer to the continuation pages for details.</p>				740,978,176.00
00004	<p>Change Item 00004 to read as follows (amount shown is the total amount):</p> <p>Items Not Included in Target Cost - B.16 Line item value is:: \$57,893,116.04 Incrementally Funded Amount: \$57,893,116.04</p> <p>ICP-2 B.16: This modification definitizes FY-2014 Navy Fuel Transfer scope. Refer to the continuation pages.</p>				57,893,116.04

This modification provides a target cost and target fee increase for the directed changes associated with Section C.8.4.6.2 WAG 10 BALANCE OF SITE REMEDIATION MAINTENANCE (ID-0030B.05) for the preparation of new CERCLA sites and Section C.8.3.4 MFC D&D (ID-0014B.05) for Phase II of the design, engineering, removal of piping and initiate treatment installation for final deactivation of MFC 766. Lastly, this modification definitizes work scope under Section B.16 Items Not Included in Target Cost.

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 increased by \$2,520,010 from \$491,115,311 to \$493,635,321.

The target fee is increased by \$185,473 from \$36,146,086 to \$36,331,559.

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: \$493,635,321

Target Fee: \$36,331,559 (7.36% of target cost)

Maximum Fee: \$74,045,298 (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. C.8.4.6.2 WAG 10 BALANCE OF SITE REMEDIATION MAINTENANCE (ID-0030B.05) is modified to include the following:

The Contractor shall take actions necessary to complete NSI Part Bs for five additional sites (ANL-67, CPP-139, TSF-61, CPP-140, CPP-141) and NSI FSPs for two additional sites (CPP-137 and CPP-138). The FSPs will not be implemented and no sampling and analysis will be performed under this new scope of work. For this scope of work, a “completed” document is defined as one that has been approved by the Agencies.

The target cost is increased by \$160,633 and the target fee is increased by \$11,823. This is direct cost only.

The remainder of Section C.8.4.6.2 remains unchanged.

4. C.8.3.4 MFC D&D (ID-0014B.05) is modified to include the following:

The Contractor shall finalize the design and engineering actions from the 2011 sodium event for final deactivation of MFC 766.

In addition, the Contractor shall remove piping affected by the water hammer event in MFC-766. This includes the removal of affected piping including piping that was physically or structurally compromised during the event that would be difficult or impossible to certify for an in-situ treatment option.

The Contractor shall remove small bore and dead leg piping from MFC-766. This piping includes the small bore piping (<4”) that could not be adequately characterized and the dead end piping that appears to be plugged solid with sodium and bicarbonate. This also includes removal of the balance of sodium piping in MFC-766

Lastly, the Contractor shall initiate the treatment systems installation. This includes initiating installation of a system to treat the sodium contained in the superheaters, evaporators and other piping and components containing sodium that were not previously removed. The Contractor shall procure and stage components and materials to treat the bulk sodium removed during pipe removal.

The final negotiation includes a target cost increase of 2,359,377 and a target fee increase of \$173,650. This is direct cost only.

The remainder of Section C.8.3.4 remains unchanged.

5. SECTION B.16 ITEMS NOT INCLUDED IN TARGET COSTS, is modified as flows:

Activity (a.1) – Transfer of Navy SNF to Naval Reactors Facility (NRF) (FY 2014 scope of work):

Naval Spent Nuclear Fuel (NSNF) is currently stored in the CPP-666 pools at the Idaho Nuclear Technology and Engineering Center (INTEC) located at the Idaho National Laboratory (INL) Site. NSNF will be transferred to the Naval Reactors Facility (NRF), on the INL Site. No additional NSNF will be received at the INTEC facility. NSNF covered

by the Memorandum of Agreement (MOA) at INTEC will be removed by December 31, 2017, assuming adequate funding for scheduled delivery of materials, equipment, procedures, and operations.

A revised B.16 table is attached to this modification. No other changes.

- 6. CONTRACTOR'S STATEMENT OF RELEASE:** In consideration of the modification agreed to herein as a complete equitable adjustment for the directed changes to incorporate work scope under Section C.8.4.6.2 WAG 10 BALANCE OF SITE REMEDIATION MAINTENANCE (ID-0030B.05) and Section C.8.3.4 MFC D&D (ID-0014B-.05), 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 target price of the equitable adjustment is an increase of \$2,705,483.

Activity		FY13	FY14	FY15	Total	Notes
(a) Fuel receipts or transfers of non-EM owned Spent Nuclear Fuel (SNF), including: 1. Transfers of Navy SNF to Naval Reactors Facility (NRF)	Estimated Cost	\$ 24,440,507	\$ 20,261,214		\$ 44,701,721	Mod 236 (11/14/12) - includes \$1,588,962 of MR. Fee was calculated w/escalated base, emergent work & G&A totaling \$20,686,032; excluded pension and MR. Mod 256 (9/26/13) - ded chg to reduce est cost/fee Mod 268 (1/23/14) - Fee calculated on the total estimated cost, excluding pension.
	Fixed Fee	\$ 1,494,296	\$ 1,336,867		\$ 2,831,163	
	Total CPFF	\$ 25,934,803	\$ 21,598,081		\$ 47,532,884	
2. Disposition of 103 Naval Reactor Cans	Estimated Cost	\$ 4,735,495			\$ 4,735,495	Mod 250 (5/22/13) - total estimated costs include MR. Fee calculated without MR and pension.
	Fixed Fee	\$ 301,437			\$ 301,437	
	Total CPFF	\$ 5,036,932	\$ -	\$ -	\$ 5,036,932	
(b) Other Contractor Support to DOE:						Refer to Mod 236 (11/14/12) for details.
1. Developer Support / Wireless Service (NE Funded)	Estimated Cost	\$ 1,148,805	\$ 1,180,274	\$ 1,212,655	\$ 3,541,734	
	Fixed Fee	\$ 20,413	\$ 20,972	\$ 21,548	\$ 62,933	
	Total CPFF	\$ 1,169,218	\$ 1,201,246	\$ 1,234,203	\$ 3,604,667	
2. Records Management Support	Estimated Cost	\$ 283,036	\$ 291,020	\$ 299,004	\$ 873,060	
	Fixed Fee	\$ 5,029	\$ 5,171	\$ 5,313	\$ 15,513	
	Total CPFF	\$ 288,065	\$ 296,191	\$ 304,317	\$ 888,573	
3. ID Copier Support	Estimated Cost	\$ 79,906	\$ 82,159	\$ 84,415	\$ 246,480	
	Fixed Fee	\$ 1,420	\$ 1,460	\$ 1,500	\$ 4,380	
	Total CPFF	\$ 81,326	\$ 83,619	\$ 85,915	\$ 250,860	
4. Dosimetry	Estimated Cost	\$ 46,110	\$ 47,411	\$ 48,712	\$ 142,233	
	Fixed Fee	\$ 819	\$ 842	\$ 866	\$ 2,527	
	Total CPFF	\$ 46,929	\$ 48,253	\$ 49,578	\$ 144,760	
5. Printing/Graphic Arts	Estimated Cost	\$ 2,015	\$ 2,072	\$ 2,129	\$ 6,216	
	Fixed Fee	\$ 36	\$ 37	\$ 38	\$ 111	
	Total CPFF	\$ 2,051	\$ 2,109	\$ 2,167	\$ 6,327	
6. DOE Office Moves	Estimated Cost	\$ 238	\$ 244	\$ 252	\$ 734	
	Fixed Fee	\$ 4	\$ 4	\$ 4	\$ 12	
	Total CPFF	\$ 242	\$ 248	\$ 256	\$ 746	
7. Portable Toilet - RESL (CFA Bldg 638)	Estimated Cost	\$ 1,772	\$ 1,822	\$ 1,873	\$ 5,467	
	Fixed Fee	\$ 31	\$ 32	\$ 33	\$ 96	
	Total CPFF	\$ 1,803	\$ 1,854	\$ 1,906	\$ 5,563	
8. DOE Training	Estimated Cost	\$ 17,440	\$ 17,931	\$ 18,451	\$ 53,822	
	Fixed Fee	\$ 310	\$ 319	\$ 328	\$ 957	
	Total CPFF	\$ 17,750	\$ 18,250	\$ 18,779	\$ 54,779	
(c) Adapted Technologies Project	Estimated Cost	\$ 52,224	\$ -	\$ -	\$ 52,224	Mod 254 (9/3/13) FY13 only; no fee
	Fixed Fee	\$ -	\$ -	\$ -	\$ -	
	Total CPFF	\$ 52,224	\$ -	\$ -	\$ 52,224	
(d) Technology Development - SNF	Estimated Cost	\$ 516,309	\$ -	\$ -	\$ 516,309	Mod 254 (9/3/13) FY13 only Fee calc excludes pension
	Fixed Fee	\$ 33,691	\$ -	\$ -	\$ 33,691	
	Total CPFF	\$ 550,000	\$ -	\$ -	\$ 550,000	

Activity		FY13	FY14	FY15	Total	Notes
(e) Sandia Fuel Receipt (SNL)	Estimated Cost	\$ -	\$ 1,515,731	\$ -	\$ 1,515,731	Mod 263 (FY13-15) Fee calc excludes pension, fringe
	Fixed Fee	\$ -	\$ 98,388	\$ -	\$ 98,388	
	Total CPFF	\$ -	\$ 1,614,119	\$ -	\$ 1,614,119	
(f) LANL Waste Transfer	Estimated Cost	\$ -	\$ 275,164	\$ -	\$ 275,164	Mod 263 Fee calc excludes pension, reg fringe
	Fixed Fee	\$ -	\$ 14,671	\$ -	\$ 14,671	
	Total CPFF	\$ -	\$ 289,835	\$ -	\$ 289,835	
(g) RH 72B TRAMPAC	Estimated Cost	\$ -	\$ -	\$ -	\$ -	TBD
	Fixed Fee	\$ -	\$ -	\$ -	\$ -	
	Total CPFF	\$ -	\$ -	\$ -	\$ -	
(h) Small Dollar Activities (Estimates)	Estimated Cost	\$ -	\$ 20,261,214	\$ -	\$ 20,261,214	Mod 263 Fee calc excludes pension, fringe
	Fixed Fee	\$ -	\$ 1,336,867	\$ -	\$ 1,336,867	
	Total CPFF	\$ -	\$ 21,598,081	\$ -	\$ 21,598,081	