

2. AMENDMENT/MODIFICATION NO. 0315  
 3. EFFECTIVE DATE See Block 16C  
 4. REQUISITION/PURCHASE REQ. NO.  
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 00701  
 Idaho Operations  
 U.S. Department of Energy  
 Idaho Operations  
 1955 Fremont Avenue  
 Idaho Falls ID 83415  
 7. ADMINISTERED BY (If other than Item 6) CODE 00701  
 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: Erin S. Bognar  
 151 NORTH RIDGE AVENUE  
 SUITE 150  
 IDAHO FALLS ID 834024039  
 9A. AMENDMENT OF SOLICITATION NO. (x)  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. (x)  
 DE-AC07-051D14516  
 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 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 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  
 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)  
 Erin S. Bognar, CWI-CFO  
 15B. CONTRACTOR/OFFEROR  
 (Signature of person authorized to sign)  
 15C. DATE SIGNED  
 10-28-2015  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Maria M. Mitchell-Williams  
 16B. UNITED STATES OF AMERICA  
 (Signature of Contracting Officer)  
 16C. DATE SIGNED  
 10-29-2015

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC07-05ID14516/0315

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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	Payment: OR for Idaho U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831 FOB: Destination Period of Performance: 03/23/2005 to 03/31/2016  Change Item 00003 to read as follows (amount shown is the total amount):  Target Cost (CLINS A-C) Line item value is: \$744,308,183.00 Incrementally Funded Amount: \$680,594,839.57				744,308,183.00
00004	Change Item 00004 to read as follows (amount shown is the total amount):  Items Not Included in Target Cost - B.16 Line item value is: \$113,591,419.90 Incrementally Funded Amount: \$113,591,419.90				113,591,419.90
00006	Change Item 00006 to read as follows (amount shown is the total amount):  ICP-III Section B.25 Line item value is: \$121,574,903.00 Incrementally Funded Amount: \$46,913,000.00				121,574,903.00

This modification provides an ICP-II CLIN C – Balance of ICP Target Cost and Target Fee adjustment for the items described below. This modification also definitizes work scope under Section B.16 - Extension Items Not Included in Target Cost and includes administrative changes that are detailed below. This modification also incorporates scope under ICP-III B.25 – Total Contract Estimated Cost, Fee, and Completion Date.

**ICP-II Contract Items:**

**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 \$13,472,441 from \$510,209,478 to \$496,737,037

The target fee is decreased by \$991,571 from \$37,551,419 to \$36,559,848

**2. B.15 EXTENSION INCENTIVE FEE** is modified as follows:

Cost Incentive

Target Cost: \$496,737,037

Target Fee: \$36,559,848 (7.36% of target cost)

Maximum Fee: \$74,510,556 (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. B.16 EXTENSION – ITEMS NOT INCLUDED IN TARGET COST:**

Per bilateral contract modification 283, dated September 15, 2014, Section B.16 requires a Target Cost and Target Fee adjustment as follows: “If the threshold of plus or minus 3% (of \$119.2M) is triggered, the adjustment will occur on September 30, 2015, covering the period of performance of October 1, 2012, through September 30, 2015.” The B.16

clause outlines a specific calculation defined in contract Modification 283. This results in an ICP-II CLIN C Target Cost decrease of \$3,088,426 and a Target Fee decrease of \$227,308.

No other changes to Section B.16.

**4. B.14(d) EXTENSION – GENERAL AND ADMINISTRATIVE (G&A) ALLOCATION TO CLIN A and B:**

Per bilateral contract modification 283, dated September 15, 2014, Section B.14(d) also requires a Target Cost and Target Fee adjustment consistent with Section B.16 as follows: “The CLIN A and B base G&A values, as established with contract modification 231, are \$24.6M plus any G&A adjustment that may be necessary as a result of the B.16 calculation (Refer to B.16(D)). If a CLIN A and B adjustment is necessary, it will be calculated after the B.16 adjustment.”

The B.14(d) clause outlines a specific calculation defined in contract Modification 283. This results in an ICP-II CLIN C Target Cost decrease of \$10,406,309 and a Target Fee decrease of \$765,904.

No other changes to B.14(d).

**5. C.8.4.5.1 EXCAVATION OF BURIED WASTE** is modified as follows:

Modification 310, dated September 21, 2015, incorrectly placed ARP Drum Transfer GAP scope under section B.16(x). This modification corrects the error by adding the scope to Section C.8.4.5.1 and removing from B.16(x). The scope incorporated is as follows:

Modification 297 directed CWI to continued exhumation of buried waste beyond the 0.51 acres. This modification was silent about continued characterization (NDA, flammable gas) of the post-0.51 acre generated ARP product drums. At the time Modification 297 came out, CWI was not certain if they would be able to get all of the product drums generated as part of the original 0.51 acre exhumation shipped to AMWTP for characterization by CCP. Therefore only CCP VE support was included.

CWI is now projecting that CCP characterization (NDA, flam gas) of the product drums from the 0.51 acre exhumation will be completed in early August 2015. Based on the estimated completion date, CWI is directed to continue sending waste to CCP for characterization.

This results in an ICP-II CLIN C Target Cost increase of \$22,294 and a Target Fee increase of \$1,641.

No other changes to C.8.4.5.1.

6. **B.16 EXTENSION – ITEMS NOT INCLUDED IN TARGET COST** is modified as follows:

**Activity (n) – LANL OSRP Lot 9B RHTRU waste disposal** is modified as follows:

This task was previously awarded with Contract Modification 294 in the amount of \$271,983. Due to a cost overrun, the estimated cost to complete this activity is revised to \$289,442, an increase of \$17,459. The fixed fee remains unchanged. No other changes to B.16(n).

**Activity (s) – ARP IX** is modified as follows:

This task was previously awarded with Contract Modification 308 in the amount of \$2,719,427. Due to the subcontract vendor not meeting its schedule for delivery in Fiscal Year 2015, the remaining scope and schedule was moved to ICP-III. See Item #8(b) below.

Therefore, \$760,037 (fully burdened) will be removed from the awarded value of \$2,719,427. The remaining direct cost will be added to the estimated cost of ICP-III (Refer to Item #8(b) below). Fixed fee will remain unchanged and will be accounted for in ICP-II.

**Activity (x) – ARP Drum Transfer GAP** is deleted in its entirety.

Refer to Item #5 above.

The updated B.16 table is attached to this modification.

**ICP-III Contract Items:**

7. **B.25 ICP-III - TOTAL CONTRACT ESTIMATED COST, FEE, AND COMPLETION DATE** is modified as follows:

The total estimated cost and fee are based on the contract completion date of March 27, 2016. The total estimated cost and fee shall not exceed the funding limit specified in Section B.24 – ICP-III – Contract Funding Profile, on either a fiscal year or total basis.

Fixed Fee: Increased by \$4,048 from \$5,868,806 to \$5,872,854

Fixed Unit Rate Fee: TBD (refer to Section B. 27)

Total Estimated Cost: Increased by \$575,628 from \$113,763,645 to \$114,339,273

Refer to attached B.25 table.

8. **ADDITIONAL B.25 ICP-III SCOPE ACTIVITIES** are incorporated as follows:

- a. Cost and schedule estimate for the Implementation of Multi-Factor Authentication. Estimated direct cost is \$5,000 with a fixed fee amount of \$368.

- b. Final delivery of the ARP IX enclosure will be completed by March 31, 2016. The estimated direct cost is \$520,628. Fixed fee is \$0. Refer to Item #6 above.
- c. The Contractor shall continue supporting the Office of Nuclear Energy (NE-ID) requests to study feasibility of CPP-603 to support the handling/opening of large storage casks located at the INL. This support includes continuation of facility modification planning documents, support to NE-ID subcontractor data request and potential facility modifications, subject to available NE-ID funding. As NE-ID defines its requirements, contract modifications may be issued defining the specific scope and available funding.

The estimated direct cost is \$50,000 with a fixed fee amount of \$3,680.

The B.25 Table is attached.

**9. SECTION H.1 – PROJECT CONTROL SYSTEMS AND REPORTING REQUIREMENTS** is modified as follows:

The following verbiage is added to this section:

**(e) Monthly Performance Reporting Requirements for Work under Cost Reimbursable Contracts When EVMS Is Required (October 2015):**

The Contractor shall submit the Contractor's Monthly Performance Report to the Contracting Officer (CO) with copy to the Office of Project Assessment at ContractorsMPR@hq.doe.gov not later than the 15th business day of each calendar month. The report will provide the prior month's performance for each Contract Performance Baseline (CPB) segment and an update of the performance to date. Format, timing and manner of reporting will vary based on the type of work in the CPB segment. For the monthly reporting requirements for the various types of projects, contracts or operating activities, see the pertinent contract section(s) in addition to the requirements below.

**For Line Item Construction Projects, the Monthly Performance Report will include the following sections:**

Post Critical Decision (CD-2):

Monthly Performance Report will include Contract Performance Reports (CPR) formats 1 through 7 and a Contract Funds Status Report (CFSR) unless the contract specifies otherwise. The CPR data shall accurately reflect how work is being planned, performed, and measured and shall be consistent with the actual Contract status. The reports will include the earned value analysis of the prior month, and Format 5 Variance Analyses are required for Control Accounts (CA) with current or cumulative cost or schedule variances exceeding thresholds established by the CO.

Monthly Performance Report shall also include an executive summary comprising the following sections:

1. A concise narrative of the contract status including scope accomplished during the reporting period, near term activities to be performed, and whether performance is on target to meet objectives and whether any new risks have been identified
2. An update of the schedule with details of deviations from the critical path or near critical path, their root cause, and potential impacts to the contract
3. Explanation of near term milestones and deliverables at risk of being missed
4. Discussion of corrective actions currently in place to address performance issues including initiation date of corrective actions
5. A short narrative explaining any funding issues
6. Information on any safety related matters that emerged or persisted during the reporting month

As a separate deliverable, no later than the 15<sup>th</sup> day of each calendar month, Earned Value (EV) data is provided from contractor's systems directly into Project Assessment and Reporting System (PARS) II. The data must be current as of the closing of the previous month's accounting period. DOE 413.3B requires EV reporting into PARS II for projects with Total Project Cost (TPC) > \$20M under cost reimbursable contracts.

[Note: PARS II is the central repository for key Departmental-level project information.

Pre CD-2: The monthly Performance Report will include narrative description of scope accomplished, cost incurred versus plan (CPB) and status of CPB milestones and deliverables.

**For Environmental Cleanup Work, the Monthly Performance Report will include the following sections:**

The Monthly Performance Report for each CPB segment will include Contract Performance Reports (CPR) formats 1, 3, 5, and 6 and a Contract Funds Status Report (CFSR) unless the contract specifies otherwise.

Monthly Performance Report shall also include an executive summary comprising the following sections:

1. A concise narrative of the performance status including scope accomplished during the reporting period, near term activities to be performed, and whether performance is on target to meet objectives and whether any new risks have been identified
2. Progress on contract specific performance metrics
3. Status of contract milestones and contract deliverables
4. A short narrative on performance issues and concerns, including an explanation of any variances from the contractor's work plan
5. Discussion of corrective actions currently in place to address performance issues including initiation date of corrective actions
6. Any updates/revisions of the schedule
7. Information on any safety related matters that emerged or persisted during the reporting month

If the CPB segment consists primarily of Level of Effort (LOE) activities, the status report will tabulate planned versus actual cost by major functions as agreed to between the

contractor and the CO.

[Note: Integrated Planning, Accountability and Budgeting System (IPABS) is the central repository for EM planning and performance data. Contractor Monthly Performance Report is used by the site or field office to enter the monthly performance data into IPABS.]

No other changes to H.1.

**10. SECTION H.5 – RESPONSIBLE CORPORATE OFFICIAL** is modified as follows:

Mr. Christopher P. Shea, Global Market President Environmental and Nuclear, is being replaced by Mr. John W. Mogge, Jr. Mr. Mogge's contact information is shown below:

Name:	John W. Mogge, Jr.
Position:	President, Environmental and Nuclear Business Group
Company/Organization:	CH2M Hill, Inc.
Address:	9191 South Jamaica Street, Englewood, CO 80112
Telephone:	813-281-7746
Cell:	813-760-2923
E-mail:	jmogge@ch2m.com

**11. SECTION H.42 - REPORT AND APPROVAL REQUIREMENTS FOR CONFERENCE RELATED ACTIVITIES** is modified as follows:

The following verbiage is added to this section:

The Contractor will use a graded approach for implementing the following:

- a) The contractor shall ensure that contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.
- b) The definition of a conference is attached.
- c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:
  - 1) The contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:
    - I) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
    - II) purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).
  - 2) The contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).
- d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.

- e) The contactor will provide information on conferences they plan to sponsor with expected costs exceeding \$100,000 In the Department's Conference Management Tool, including:
  - 1) Conference title, description, and date
  - 2) Location and venue
  - 3) Description of any unusual expenses (e.g., promotional items)
  - 4) Description of contracting procedures used (e.g., competition for space/support)
  - 5) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibit fees)
  - 6) Number of attendees
- f) The contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the contracting officer.
- g) For DOE-sponsored conferences, the contractor will not expend funds on the proposed conference until notified by the contracting officer.
  - 1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/ trademarks to promote a conference. Exceptions include instances where DOE:
    - I) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
    - II) purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or provide funding to the conference planners through Federal grants.
  - 2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
  - 3) The contractor will provide cost and attendance Information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.
- h) For *non-contractor sponsored conferences*, the contractor shall develop and Implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:
  - 1) Track all conference expenses.
  - 2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of \$100,000 or greater.
- i) Contractors are not required to enter information on non-sponsored conferences in DOE'S Conference Management Tool.
- j) Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so; its expenditures for the conference may be deemed unallowable.

No other changes to Section H.42.

**12. CONTRACTOR'S STATEMENT OF RELEASE:** In consideration of the modification agreed to herein as a complete equitable adjustment for the directed change to incorporate the requirements under ICP-II CLIN C – C.8.4.5.1 Excavation of Buried Waste, B.16 Extension Items Not Included in Target Cost, additional B.25 ICP-III Scope Activities described in Item #8, 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 cost for CLIN C for ICP-II is a decrease of \$13,472,441 from \$510,209,478 to \$496,737,037. The total target fee for CLIN C for ICP-II is a decrease of \$991,571 from \$37,551,419 to \$36,559,848.

The estimated direct cost increase for ICP-III is \$575,628 which raises the total estimated cost from \$113,763,645 to \$114,339,273. The Fee for ICP-III also increases by \$4,048 which raises the total Fixed Fee amount from \$5,868,806 to \$5,872,854.