

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 087	3. EFFECTIVE DATE 12/16/2008	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: Ronald J. Slottke 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 11) 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 X	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. I.81 52.243-2 Changes-Cost Reimbursement (8/87) & Alt I (4/84)
	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)

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.)

Modification Title: Directed Change for WAG 7
Waste Exhumation. Refer to Attachment 1 for
Continuation Pages of SF30.
Subj to Retent: NO
Period of Performance: 03/23/2005 to 09/30/2012

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) WENDY L. BAUER	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 12/16/2008

The purpose of this undefinitized modification is to incorporate changes to Waste Exhumation as a result of the settlement of the litigation on transuranic waste buried at the Subsurface Disposal Area at the Radioactive Waste Management Complex and the signing of the final OU 7-13/14 Record of Decision. The U.S. Department of Energy and the state of Idaho signed an Agreement on July 2, 2008, and the Court entered the Order incorporating the Agreement on July 3, 2008 and the final OU 7-13/14 Record of Decision was signed on September 25, 2008. The contract is modified as follows:

1. **Section B - B.3 TOTAL CONTRACT TARGET COST, FEE, AND COMPLETION DATE** – there is no change to target cost, target fee, and the completion date as a result of this change.

2. **Section B - B.6 FEE PAYMENT SCHEDULE AND ADJUSTMENTS** is modified as follows:

(a) Scheduled Provisional Fee Payments will be made quarterly and will be calculated as follows:

$$\text{Provisional Fee Payment} = \frac{\text{Target Fee} \times 0.75}{29.67}$$

The first two provisional fee payments, covering the period May 1, 2005 through September 30, 2005, will not be adjusted. Subsequent quarterly fee payments may be adjusted based on the evaluation criteria identified below.

(b) Provisional Quarterly Fee Payment Adjustments and Reductions

The Contracting Officer (CO) may adjust the provisional quarterly fee payment based on the validated cost and schedule variance and the status of the major milestones described in Section H.1(b)(4), and information contained in the Semi-Annual Critical Analysis described in Section H.1(c)(2). In determining the appropriate adjustments to the provisional fee payment, the CO will use the following earned value definitions:

- (1) Cost Variance (%) is equal to the [(Budgeted Cost of Work Performed minus the Actual Cost of Work Performed) divided by Budgeted Cost of Work Performed] times 100.
- (2) Schedule Variance (%) is equal to the [(Budgeted Cost of Work Performed minus the Budgeted Cost of Work Scheduled) divided by Budgeted Cost of Work Scheduled] times 100.

Based on the evaluation factors above, if it is determined the contractor will earn less than Target Fee, the CO may adjust the provisional quarterly fee payment downward proportionally, to a minimum of zero. If it is determined the contractor will earn above Target Fee, the CO may adjust the provisional quarterly fee payment upward proportionally, to the (Maximum Fee x 0.75)/29.67.

(c) Earned Fee

Earned Fee is a conversion from Provisional Fee to Earned Fee and will be included in the final fee determination. Earned Fee will be recognized for physical completion of the Statement of Work (SOW) elements identified in the table below, less any adjustments stemming from Conditional Payment of Fee B.6(d). The total of all Earned Fee payments will not exceed 35% of the total Target Fee established at the time of contract award.

Activity	% Target Fee
Completion of TAN scope (C.4)	2.5
Completion of TRA scope (C.5)	2.0
Completion of PBF scope (C.6)	1.5
Completion of stored RH-TRU scope (C.3.5.1)	2.0
Completion of nuclear materials scope (C.2.6, C.5.4)	1.5
Completion of EM owned SNF transfers (C.2.7.1, C.5.6)	1.5
Completion of SBW Scope (C.2.4.3)	1.0
Completion of WAG 7 Retrieval Area #1 (C.3.4)	2.33
Completion of WAG 7 Retrieval Area #2 (C.3.4)	2.33
Completion of WAG 7 Retrieval Area #3 (C.3.4)	2.33
Completion of WAG 7 Retrieval Area #4 (C.3.4)	2.33
Completion of WAG 7 Retrieval Area #5 (C.3.4)	2.33
Completion of WAG 7 Retrieval Area #6 (C.3.4)	2.35
Closure of seven (300,000 gal capacity) HLW tanks and vaults (C.2.8.1)	3.0
Completion of contract end states for CPP-601, CPP-640, CPP-603 (basins), and CPP-648 (sludge tanks and control house) (C.2.1.2)	2.5
Potential Earned Fee Total (Percentage of Target Fee)	31.5

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(d) Conditional Payment of Fee

Based on the importance DOE places on the contractor's or contractor employees' compliance with the terms and conditions of this contract relating to environment, safety and health (ES&H) (which includes worker safety and health and performance under an approved Integrated Safety Management System (ISMS)) and the safeguarding of restricted data and other classified information, fee determinations are subject to unilateral reductions. See DEAR 952.223-76 *Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health* included as Section I.141.

(e) Termination

If this contract is terminated in its entirety, fee shall be payable to the contractor consistent with the FAR clauses 52.249-6 "Termination-Cost Reimbursement" and 52.216-10 "Incentive Fee" incorporated in Section I of this contract. Nothing in this paragraph shall limit or restrict the application of the clause entitled "Termination-Cost Reimbursement."

Deleted: If a TRU waste shipment is not made in accordance with the agreed-upon schedule with the DOE Carlsbad Field Office per Section H.4, because of action or inaction on the part of the contractor, fee determinations are subject to a unilateral reduction of up to \$12,500 for each missed shipment.¶

3. Section C - C.3.4 WAG 7 Waste Exhumation is modified as follows:

It is the purpose and intent of this contract to address potential releases to the SRPA from TRU wastes located in the retrieval areas (Table C.5) by removing the wastes identified below and simultaneously removing other collocated contaminants of concern. If retrieval activities are dependent on the outcome of pending NEPA, CERCLA, or other applicable regulatory processes, the contractor is authorized to continue those activities to the extent they are consistent with applicable NEPA, CERCLA, or other regulatory decisions and do not prejudice the selection of future retrieval activities. The contractor shall work with DOE and the regulators to develop a project plan that governs what materials will be removed from the SDA based upon measured or visual information including but not limited to:

1. Focus retrieval on TRU waste, as defined in the WIPP Land Withdrawal Act, based on a combination of inventory data, visual screening, and field measurements;
2. Maximize TRU curies retrieved and removal of volatile organic compounds as co-contaminants;
3. Minimize generation of waste with no path to disposal;
4. Problematic materials such as, but not limited to, RH waste, waste without treatment technologies or disposal pathways, large pieces of equipment or other large objects may be left in place if they do not present a significant risk to human health or safety; and
5. Ensure consistency of retrieval actions with the anticipated final remedy for the SDA, which will likely also include a cap, stabilization and/or containment.

The contractor shall retrieve, consistent with the above criteria, the following waste streams in the areas listed in Table C.5 below, as determined by inventory data and visual identification:

- Rocky Flats Building 741 sludges;
- Rocky Flats Building 742 sludges;
- Rocky Flats Building 743 sludges;
- Graphite wastes;
- Roaster oxides;
- Filters and pre-filters; and
- Any other waste streams agreed to by DOE and the regulators, as the result of operational experience or process knowledge, to routinely be TRU waste, as defined the WIPP Land Withdrawal Act, or containing other contaminants of sufficient concentrations that the risk posed to the SRPA is sufficient to warrant their removal.

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If new information becomes available that supports the reprioritizing or change in scope of the retrieval actions, the contractor shall propose to DOE, for regulatory approval, a modification to the schedule or scope of the retrieval actions or areas as defined in Table C.5 below. Pending DOE authorization, the contractor shall begin exhumation, i.e., retrieval of buried TRU and other collocated wastes, in Retrieval Area # 1 by July 1, 2005, and complete all retrieval by September 30, 2012. Refer to Exhibit C.14 for a retrieval area map.

Table C.5 WAG 7 Waste Exhumation Areas

Retrieval Area No.	Designated Area	Acreage
1	P04P01	.50
2	P046P01	.34
3	P06P01* (.37)	.43*
4	P05P01	.79
5	P09P03	.27
6	P09P04	.28
Total Acreage* (2.55)		2.61*

*This is the amount required by the OU 7-13/14 ROD; however, .06 acres between ARP II and ARP III will not be required to be exhumed during this contract period. The total for this contract is 2.55 acres.

The contractor shall by the end of the contract term dispose of the retrieved waste in accordance with the applicable waste disposal requirements, specified in Sections C.1.8 and C.3.5 of the SOW.

The contractor shall by the end of the contract term perform in-situ grouting of soil vaults and trench areas totaling approximately 0.2 acres per section 12.2.2 of the Record of Decision for Radioactive Waste Management Complex Operable Unit 7-13/14.

CWI will design, construct and operate an additional storage facility for Targeted Waste retrieved from the Subsurface Disposal Area. This storage facility should be of similar size and operational capability as WMF-698.

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Completion of construction of SBW treatment facility (C.2.4.3)	2.0
Hot startup of SBW treatment facility (C.2.4.3)	1.5

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Completion of WAG 7 Retrieval Area #7 (C.3.4)	2.0
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