

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 0290	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601	7. ADMINISTERED BY (If other than Item 6) Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CH2M HILL PLATEAU REMEDIATION COMPANY Attn: ANNIE BAULER 9189 S. JAMAICA STREET ENGLEWOOD CO 801125946		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 805603128	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-08RL14788	10B. DATED (SEE ITEM 13) 06/19/2008

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)
See Schedule

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Contracting Parties
	D. OTHER (Specify type of modification and authority)

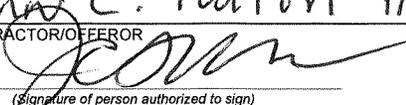
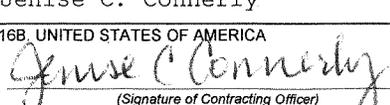
E. IMPORTANT: Contractor is not. is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See attachment 1.

Period of Performance: 06/19/2008 to 09/30/2013

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) John C. Fulton President/CEO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jenise C. Connerly
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9-16-2013
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 16 900 09/12/2013

1. This Supplemental Agreement bilaterally recognizes contract line item number (CLIN) 7 which contains the estimated cost of previously priced work scope, and an estimate of associated fee, for which there is insufficient funding and accordingly is not authorized pursuant to Clause B.14, DOE Authorization of Work.

The following table provides the total estimated cost for each work activity that has been transferred to CLIN 7 by its associated source CLIN, and the total estimated associated fee.

Source CLIN	Estimated Contract Cost	Estimated Associated Fee
CLIN 1	\$151,000,609	
CLIN 3	\$531,213,088	
CLIN 4	\$442,781,752	
CLIN 5	\$138,894,970	
Total	\$1,263,890,419	

2. In accordance with Clause B.14, DOE Authorization of Work, if the Contracting Officer does not authorize the Contractor to proceed with a work activity in CLIN 7, the Contractor shall not be entitled to allowable costs, opportunity to earn fee, partial termination costs, and any other similar items for that activity, and shall not be entitled to an equitable adjustment to fee for any other Contract requirement.

3. CLIN 7 work that is not authorized pursuant to Clause B.14 may be removed prior to the end of the contract with its associated fee. CLIN 7 work that is not authorized pursuant to Clause B.14 at the end of the contract period of performance will be removed with its associated fee. The government's fee distribution methodology based upon performance risk and value to the government of the original contract work scope was provided by a weighted distribution of the available fee in Section J, Attachment J.4, Performance Evaluation Measurement Plan (PEMP), Table 4.2, "Fee Allocation by CLIN" (provided below). In accord with clause B.5, "Changes to Contract Cost and Contract Fee," paragraph (b), when a CLIN 7 work activity is removed from the contract, the amount of associated fee that is also removed and no longer available to the contractor will be negotiated recognizing the work activity's performance risk and the fee distribution reflected in the table below. Accordingly the government will seek to negotiate a higher fee associated with a work activity with a higher performance risk and value to the government.

CLIN	Estimated Available Fee Allocation (% of Available Fee)
1	10
2	30
3	40
4	15
5	5