

2. AMENDMENT/MODIFICATION NO. 0487	3. EFFECTIVE DATE 01/25/2016	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) 	CODE
--------------------------------------------------------------------------------------------------------------------------------------------------------	---------------	-------------------------------------------------------	------

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CH2M HILL PLATEAU REMEDIATION COMPANY Attn: Kala Dickerson 2420 Stevens Drive RICHLAND WA 99352-1659	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I 102 FAR 52.243-2 Changes - Cost Reimbursement

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.)
A. The purpose of this modification is to definitize Change Order 266, 200-BP-5 Operable Unit Construction and Operation and Maintenance of Transfer Pipelines.
Period of Performance: 06/19/2008 to 09/30/2018

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) Sally A. Sieracki
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA Signature on File <i>(Signature of Contracting Officer)</i>
	16C. DATE SIGNED 02/25/2016

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 0487	3. EFFECTIVE DATE 01/25/2016	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)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CH2M HILL PLATEAU REMEDIATION COMPANY Attn: Kala Dickerson 2420 Stevens Drive RICHLAND WA 99352-1659		(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.

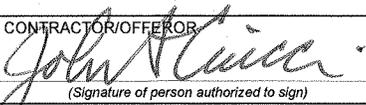
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I 102 FAR 52.243-2 Changes - Cost Reimbursement

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.)

A. The purpose of this modification is to definitize Change Order 266, 200-BP-5 Operable Unit Construction and Operation and Maintenance of Transfer Pipelines.
Period of Performance: 06/19/2008 to 09/30/2018

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) John A. Ciucci, President and CEO, CHPRC		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sally A. Sieracki	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 2/22/16	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

SF30 BLOCK 14 CONTINUATION:

- B. Based on negotiations of CHPRC's cost proposal for this work, the below negotiated cost is established.

Cost: \$ 9,843,639
Fee: \$ 383,902
Total: \$ 10,227,541

- C. The above cost (\$9,843,639) and fee (\$383,902) are added to the contract. The fee of \$383,902 is authorized for draw down upon execution of this contract modification as a fixed fee settlement for CP 030 266 1522, Rev 0. If the changed work identified herein is cancelled or is not completed for any reason, the parties agree to negotiate in good faith and modify the contract as a deductive change. Section B, Table B.4-1 is updated as follows:

- a. CLIN 3, Estimated Contract Cost: FY 2015 is increased from \$111,005,186 to \$112,774,607, FY 2016 is increased from \$117,647,807 to \$120,951,625, FY 2017 is increased from \$117,626,925 to \$119,992,825, FY 2018 is increased from \$99,303,010 to \$101,707,510, and the Total Option Period is increased from \$519,473,135 to \$529,316,774.
- b. Total Option Period, Estimated Contract Cost: FY 2015 is increased from \$483,484,217 to \$485,253,638, FY 2016 is increased from \$497,843,059 to \$501,146,877, FY 2017 is increased from \$403,418,274 to \$405,784,174, FY 2018 is increased from \$382,204,974 to \$384,609,474, and the Total Option Period is increased from \$2,157,870,046 to \$2,167,713,685.
- c. Total Option Period, Available Fee: FY 2016 is increased from \$20,656,284 to \$21,040,186, and the Total Option Period is increased from \$71,556,942 to \$71,940,844.
- d. Total Option Period, Contract Price: FY 2015 is increased from \$496,008,692, to \$497,778,113 FY 2016 is increased from \$518,499,343 to \$522,187,063, FY 2017 is increased from \$415,743,274 to \$418,109,174, FY 2018 is increased from \$394,941,157 to \$397,345,657, and the Total Option Period is increased from \$2,229,426,988 to \$2,239,654,529.
- e. Total: Transition, Base & Option Periods, Total Contract Cost is increased from \$5,549,407,853 to \$5,559,251,492.
- f. Total: Transition, Base & Option Periods, Total Available Fee is increased from \$240,068,742 to \$240,452,644.

- g. Total: Transition, Base & Option Periods, Total Contract Price is increased from \$5,789,476,595 to \$5,799,704,136.
- D. A redline/strikeout and replacement contract page B-7 (Table B.4-1) reflecting the above revisions is attached. Note that the starting values for the revisions to Table B.4-1 are taken from Modification 493.
- E. This modification does not obligate additional funds or fee to the contract. Accordingly, work under the contract, such as that described herein, must be performed within the amount of funds which have been incrementally allotted to the contract in accordance with Clause I.81 - FAR 52.232-22 - Limitation of Funds (Apr 1984).
- F. Contractor Statement of Release: In consideration of the modification agreed to herein as complete equitable adjustment for CP030 266 1522, Rev 2, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to this change.

There are no other changes to the terms and conditions of the contract.

End of Modification 487.

Table B.4-1, Contract Cost and Contract Fee							
Contract Period	Element	FY 2008					
Transition Period	Estimated Contract Cost	\$3,307,735					
Base Period		FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	Total Base Period
CLIN 1	Estimated Contract Cost	\$242,344,131	\$167,820,630	\$172,538,760	\$140,743,022	\$146,203,833	\$869,650,376
CLIN 2	Estimated Contract Cost	\$75,639,289	\$51,935,923	\$31,526,503	\$87,716,985	\$86,759,625	\$333,578,325
CLIN 3	Estimated Contract Cost	\$90,486,838	\$87,952,596	\$96,959,782	\$82,824,087	\$57,083,962	\$415,307,265
CLIN 4	Estimated Contract Cost	\$0	\$0	\$0	\$0	\$0	\$0
CLIN 5	Estimated Contract Cost	\$80,109,775	\$86,402,202	\$115,507,898	\$108,104,103	\$57,254,138	\$447,378,116
Total Base Period	Estimated Contract Cost	\$488,580,033	\$394,111,351	\$416,532,943	\$419,388,197	\$347,301,558	\$2,065,914,082
	Available Fee	\$22,875,910	\$19,412,118	\$17,852,099	\$18,134,034	\$17,766,524	\$96,040,685
	Contract Price	\$511,455,943	\$413,523,469	\$434,385,042	\$437,522,231	\$365,068,082	\$2,161,954,767
CLIN 6	Estimated Contract Cost	\$161,538,277	\$565,905,959	\$585,571,864	\$9,299,890	\$0	\$1,322,315,990
Total Recovery Act	Estimated Contract Cost	\$161,538,277	\$565,905,959	\$585,571,864	\$9,299,890	\$0	\$1,322,315,990
	Available Fee	\$3,771,414	\$15,852,276	\$52,847,425	\$0	\$0	\$72,471,115
	Contract Price	\$165,309,691	\$581,758,235	\$638,419,289	\$9,299,890	\$0	\$1,394,787,105
Total Base Period including Recovery Act	Estimated Contract Cost	\$650,118,310	\$960,017,310	\$1,002,104,807	\$428,688,087	\$347,301,558	\$3,388,230,072
	Available Fee	\$26,647,324	\$35,264,394	\$70,699,524	\$18,134,034	\$17,766,524	\$168,511,800
	Contract Price	\$676,765,634	\$995,281,704	\$1,072,804,331	\$446,822,121	\$365,068,082	\$3,556,741,872
Option Period		FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Total Option Period
CLIN 1	Estimated Contract Cost	\$146,705,527	\$149,346,504	\$152,712,971	\$149,392,079	\$154,482,725	\$752,639,806
CLIN 2	Estimated Contract Cost	\$109,801,964	\$130,054,531	\$99,154,194	\$9,629,033	\$0	\$348,639,722
CLIN 3	Estimated Contract Cost	\$73,890,207	\$111,005,186 <u>\$112,774,607</u>	\$117,647,807 <u>\$117,647,807</u> \$12,095,125 <u>\$0,951,625</u>	\$117,626,925 <u>\$119,992,825</u>	\$99,303,010 <u>\$101,707,510</u>	\$519,473,135 <u>\$529,316,774</u>
CLIN 4	Estimated Contract Cost	\$0	\$1,831,613	\$17,571,071	\$35,312,341	\$36,216,690	\$90,931,715
CLIN 5	Estimated Contract Cost	\$60,521,824	\$91,246,383	\$110,757,016	\$91,457,896	\$92,202,549	\$446,185,668
Total Option Period	Estimated Contract Cost	\$390,919,522	483,484,217 <u>485,253,638</u>	497,843,059 <u>501,146,877</u> 50,040,186 <u>\$21,040,186</u>	403,418,274 <u>405,784,174</u>	382,204,974 <u>384,609,474</u>	2,157,870,046 <u>2,167,713,685</u> 167,713,685 <u>0,844</u>
	Available Fee	\$13,315,000	\$12,524,475	20,656,284 <u>21,040,186</u>	\$12,325,000	\$12,736,183	71,556,942 <u>71,940,844</u>
	Contract Price	\$404,234,522	496,008,692 <u>497,778,113</u>	518,499,343 <u>522,187,063</u>	415,743,274 <u>418,109,174</u>	394,941,157 <u>397,345,657</u>	2,229,426,988 <u>2,239,654,529</u>
Total: Transition, Base & Option Periods	Total Contract Cost	\$5,549,407,853 <u>\$5,559,251,492</u>					
	Total Available Fee	\$240,068,742 <u>\$240,452,644</u>					
	Total Contract Price	\$5,789,476,595 <u>\$5,799,704,136</u>					

Table B.4-1, Contract Cost and Contract Fee							
Contract Period	Element	FY 2008					
Transition Period	Estimated Contract Cost	\$3,307,735					
Base Period		FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	Total Base Period
<i>CLIN 1</i>	Estimated Contract Cost	\$242,344,131	\$167,820,630	\$172,538,760	\$140,743,022	\$146,203,833	\$869,650,376
<i>CLIN 2</i>	Estimated Contract Cost	\$75,639,289	\$51,935,923	\$31,526,503	\$87,716,985	\$86,759,625	\$333,578,325
<i>CLIN 3</i>	Estimated Contract Cost	\$90,486,838	\$87,952,596	\$96,959,782	\$82,824,087	\$57,083,962	\$415,307,265
<i>CLIN 4</i>	Estimated Contract Cost	\$0	\$0	\$0	\$0	\$0	\$0
<i>CLIN 5</i>	Estimated Contract Cost	\$80,109,775	\$86,402,202	\$115,507,898	\$108,104,103	\$57,254,138	\$447,378,116
<i>Total Base Period</i>	Estimated Contract Cost	\$488,580,033	\$394,111,351	\$416,532,943	\$419,388,197	\$347,301,558	\$2,065,914,082
	Available Fee	\$22,875,910	\$19,412,118	\$17,852,099	\$18,134,034	\$17,766,524	\$96,040,685
	Contract Price	\$511,455,943	\$413,523,469	\$434,385,042	\$437,522,231	\$365,068,082	\$2,161,954,767
<i>CLIN 6</i>	Estimated Contract Cost	\$161,538,277	\$565,905,959	\$585,571,864	\$9,299,890	\$0	\$1,322,315,990
<i>Total Recovery Act</i>	Estimated Contract Cost	\$161,538,277	\$565,905,959	\$585,571,864	\$9,299,890	\$0	\$1,322,315,990
	Available Fee	\$3,771,414	\$15,852,276	\$52,847,425	\$0	\$0	\$72,471,115
	Contract Price	\$165,309,691	\$581,758,235	\$638,419,289	\$9,299,890	\$0	\$1,394,787,105
<i>Total Base Period including Recovery Act</i>	Estimated Contract Cost	\$650,118,310	\$960,017,310	\$1,002,104,807	\$428,688,087	\$347,301,558	\$3,388,230,072
	Available Fee	\$26,647,324	\$35,264,394	\$70,699,524	\$18,134,034	\$17,766,524	\$168,511,800
	Contract Price	\$676,765,634	\$995,281,704	\$1,072,804,331	\$446,822,121	\$365,068,082	\$3,556,741,872
Option Period		FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Total Option Period
<i>CLIN 1</i>	Estimated Contract Cost	\$146,705,527	\$149,346,504	\$152,712,971	\$149,392,079	\$154,482,725	\$752,639,806
<i>CLIN 2</i>	Estimated Contract Cost	\$109,801,964	\$130,054,531	\$99,154,194	\$9,629,033	\$0	\$348,639,722
<i>CLIN 3</i>	Estimated Contract Cost	\$73,890,207	\$112,774,607	\$120,951,625	\$119,992,825	\$101,707,510	\$529,316,774
<i>CLIN 4</i>	Estimated Contract Cost	\$0	\$1,831,613	\$17,571,071	\$35,312,341	\$36,216,690	\$90,931,715
<i>CLIN 5</i>	Estimated Contract Cost	\$60,521,824	\$91,246,383	\$110,757,016	\$91,457,896	\$92,202,549	\$446,185,668
<i>Total Option Period</i>	Estimated Contract Cost	\$390,919,522	\$485,253,638	\$501,146,877	\$405,784,174	\$384,609,474	\$2,167,713,685
	Available Fee	\$13,315,000	\$12,524,475	\$21,040,186	\$12,325,000	\$12,736,183	\$71,940,844
	Contract Price	\$404,234,522	\$497,778,113	\$522,187,063	\$418,109,174	\$397,345,657	\$2,239,654,529
<i>Total: Transition, Base & Option Periods</i>	Total Contract Cost	\$5,559,251,492					
	Total Available Fee	\$240,452,644					
	Total Contract Price	\$5,799,704,136					