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|--|------------------------------------|---|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO. 0493 | 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) | 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 |
| CODE 805603128 | 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 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.

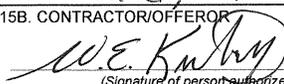
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Contract changes are detailed on page 2 of this modification.
Payment:
Period of Performance: 06/19/2008 to 09/30/2018

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 |

| | | | |
|--|---|--|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 2 |
| 2. AMENDMENT/MODIFICATION NO. 0493 | 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) | 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 | | | |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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 <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office. | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) | | | |

Contract changes are detailed on page 2 of this modification.
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) FOR JA Ciucci, President + CEO | | 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 5/26/16 | 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) |
| | | | 16C. DATE SIGNED |

SF30 BLOCK 14 (CONTINUATION):

- A. The purpose of this modification is to equitably adjust the PRC for the Government's "decision to remove Analytical Services work scope under (MSA) Section C.2.2.1 and Attachment J.3 (interface 33, Analytical Services) effective September 30, 2014" as a mandatory service in support of CHPRC and Other Hanford Site Contractors. Reference RL letter 14-PR0-0171 dated March 19, 2014. On April 8, 2014, Mission Support Alliance (MSA) notified CHPRC that WSCF would no longer accept samples for analysis as of May 2, 2014. In consideration for the fact that the MSA will no longer provide analytical services and CHPRC will self-perform that activity beginning in fiscal year 2014 and through 2018, a fee of \$1,250,000 is determined as an equitable adjustment for this change. Fee of \$1,250,000 will be added to the option period Available Fee pool split equally for FY 2017 (\$625,000) and FY 2018 (\$625,000).
- B. Section B, Table B.4-1, Contract Cost and Contract Fee, is updated as follows:
- a. Total Option Period, Available Fee: FY 2017 is increased from \$11,700,000 to \$12,325,000, FY 2018 is increased from \$12,111,183 to \$12,736,183, and the Total Option Period is increased from \$70,306,942 to \$71,556,942.
 - b. Total Option Period, Contract Price: FY 2017 is increased from \$415,118,274 to \$415,743,274, FY 2018 is increased from \$394,316,157 to \$394,941,157, and the Total Option Period is increased from \$2,228,176,988 to \$2,229,426,988.
 - c. Total: Transition, Base & Option Periods, Total Available Fee is increased from \$238,818,742 to \$240,068,742.
 - d. Total: Transition, Base & Option Periods, Total Contract Price is increased from \$5,788,226,595 to 5,789,476,595.

This modification does not obligate additional funds 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).

C. Contractor Statement of Release:

In consideration of the increase in available fee of \$1,250,000, as an equitable adjustment for self-performing analytical services work scope beginning in fiscal year 2014 and through 2018, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to closure of the WSCF and the requirement of CHPRC to self-perform Analytical Services.

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

End of Modification 493.

| 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 | \$111,005,186 | \$117,647,807 | \$117,626,925 | \$99,303,010 | \$519,473,135 | |
| <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 | 483,484,217 | \$497,843,059 | \$403,418,274 | \$382,204,974 | \$2,157,870,046 | |
| | Available Fee | \$13,315,000 | \$12,524,475 | \$20,656,284 | \$11,700,000 \$12,325,000 | \$12,111,183 12,736,183 | \$70,306,942 6,942 | \$71,55 6,942 |
| | Contract Price | \$404,234,522 | \$496,008,692 | \$518,499,343 | \$415,118,274 \$415,743,274 | \$394,316,157 \$394,941,157 | \$2,228,176,988 229,426,988 | \$2, 229,426,988 |
| <i>Total: Transition, Base & Option Periods</i> | Total Contract Cost | \$5,549,407,853 | | | | | | |
| | Total Available Fee | \$238,818,742 \$240,068,742 | | | | | | |
| | Total Contract Price | \$5,788,226,595 \$5,789,476,595 | | | | | | |

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| <i>Total: Transition, Base & Option Periods</i> | Total Contract Cost | \$5,549,407,853 | | | | | |
| | Total Available Fee | \$240,068,742 | | | | | |
| | Total Contract Price | \$5,789,476,595 | | | | | |