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|---------------------------------------|---------------------------------|--|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO. 0540 | 3. EFFECTIVE DATE 09/21/2016 | 4. REQUISITION/PURCHASE REQ. NO. 16EM003193 | 5. PROJECT NO. (If applicable) |
|---------------------------------------|---------------------------------|--|--------------------------------|

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|--|---------------|---|---------------|
| 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 |
|--|---------------|---|---------------|

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| 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.

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|---|---------------|-----------------|
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule | Net Increase: | \$30,786,378.09 |
|---|---------------|-----------------|

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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| 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 B.3., Obligation and Availability of Funds. |

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ 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 obligate \$30,786,378.09 of funding on this contract as shown in the attached Financial Plan Report number 27.

B. Pursuant to Contract Clause B.3, Obligation and Availability of Funds, the amount of funds (non-Recovery Act) is hereby increased by \$30,786,378.09 from \$3,431,169,643.95 to \$3,461,956,022.04. A redline/strikeout and replacement contract page B-5 reflecting this obligation is attached. Note that the starting values are taken from Modification 534.

C. Pursuant to Clause B.15, Other Costs and Projects, \$185,171.79 is provided for IWO 264005, CHPRC Disposal. An updated Clause B.15, will be provided with a subsequent modification reflecting the increase of \$185,171.79.

Continued ...

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) Jenise C. Connerly | | |
| 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 09/22/2016 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC06-08RL14788/0540

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
CH2M HILL PLATEAU REMEDIATION COMPANY

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | Delivery Location Code: 00601 Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352 Payment: OR for Richland U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4307 Oak Ridge TN 37831 FOB: Destination Period of Performance: 06/19/2008 to 09/30/2018 | | | | |

Financial Plan Report - Detail with Appr Year

RL14788 - PLATEAU REMEDIATION CONTRACT (PRC)

| Appr Year | Rpt Entity | Fund Code | Leg FT | Program | Legacy B&R | Obj. Class | Local Use | Project | WFO | Legacy Order Number | Beginning Uncosted Obs | BA | | | Total Available |
|--|------------|-----------|--------|---------|------------|------------|-----------|---------|---------|---------------------|------------------------|----------------|---------------|----------------|-----------------|
| | | | | | | | | | | | | Previous | Change | Revised | |
| 2016 | 422100 | 01250 | TP | 1111549 | EY520111A | 25400 | 0000000 | 0001520 | 0000000 | | 0.00 | 86,373,595.64 | 7,080,013.36 | 93,453,609.00 | 93,453,609.00 |
| <i>AY 2016 - Remaining funding for PRC FY16</i> | | | | | | | | | | | | | | | |
| 2016 | 422100 | 01250 | TP | 1111551 | EY5201120 | 25400 | 0000000 | 0001521 | 0000000 | | 0.00 | 31,050,000.00 | 8,179,282.00 | 39,229,282.00 | 39,229,282.00 |
| <i>AY 2016 - Remaining funding for PRC FY16</i> | | | | | | | | | | | | | | | |
| 2016 | 422100 | 01250 | TP | 1111551 | EY5201120 | 32002 | 0427218 | 0001521 | 0000000 | | 0.00 | 1,500,000.00 | 100,000.00 | 1,600,000.00 | 1,600,000.00 |
| <i>AY 2016 - Bucket Change</i> | | | | | | | | | | | | | | | |
| 2016 | 422100 | 01250 | TP | 1111552 | EY520113A | 25400 | 0000000 | 0001522 | 0000000 | | 0.00 | 72,335,000.00 | 6,260,259.00 | 78,595,259.00 | 78,595,259.00 |
| <i>AY 2016 - Mandatory Obs Sept. FY16</i> | | | | | | | | | | | | | | | |
| 2016 | 422100 | 01250 | TP | 1111552 | EY520113A | 32001 | 0427207 | 0001522 | 0000000 | | 0.00 | 17,700,000.00 | -1,500,000.00 | 16,200,000.00 | 16,200,000.00 |
| <i>AY 2016 - Bucket Change</i> | | | | | | | | | | | | | | | |
| 2016 | 422100 | 01250 | TP | 1111552 | EY520113A | 32002 | 0427188 | 0001522 | 0000000 | | 0.00 | 1,550,000.00 | 25,000.00 | 1,575,000.00 | 1,575,000.00 |
| <i>AY 2016 - Mandatory Obs Sept. FY16</i> | | | | | | | | | | | | | | | |
| 2015 | 422100 | 01250 | TP | 1111554 | EY520130A | 32002 | 0427186 | 0001524 | 0000000 | | 105,269.78 | 0.00 | -110,216.47 | -110,216.47 | -4,946.69 |
| <i>AY 2015 - Bucket Change</i> | | | | | | | | | | | | | | | |
| 2015 | 422100 | 01250 | TP | 1111554 | EY520130A | 32002 | 0427190 | 0001524 | 0000000 | | 302,896.04 | 0.00 | 100,000.00 | 100,000.00 | 402,896.04 |
| <i>AY 2015 - bucket change</i> | | | | | | | | | | | | | | | |
| 2015 | 422100 | 01250 | TP | 1111554 | EY520130A | 32002 | 0427196 | 0001524 | 0000000 | | 182,637.85 | 0.00 | 10,216.47 | 10,216.47 | 192,854.32 |
| <i>AY 2015 - bucket change</i> | | | | | | | | | | | | | | | |
| 2016 | 422100 | 01250 | TP | 1111554 | EY520130A | 25400 | 0000000 | 0001524 | 0000000 | | 0.00 | 100,344,327.57 | 4,279,701.43 | 104,624,029.00 | 104,624,029.00 |
| <i>AY 2016 - Mandatory Obs Sept. FY16</i> | | | | | | | | | | | | | | | |
| 2016 | 422100 | 01250 | TP | 1111554 | EY520130A | 32002 | 0427186 | 0001524 | 0000000 | | 0.00 | 100,000.00 | -39,783.53 | 60,216.47 | 60,216.47 |
| <i>AY 2016 - bucket change</i> | | | | | | | | | | | | | | | |
| 2016 | 422100 | 01250 | TP | 1111554 | EY520130A | 32002 | 0427196 | 0001524 | 0000000 | | 0.00 | 575,000.00 | 39,783.53 | 614,783.53 | 614,783.53 |
| <i>AY 2016 - bucket change</i> | | | | | | | | | | | | | | | |
| 2016 | 422100 | 01250 | TP | 1111554 | EY520130A | 32002 | 0427217 | 0001524 | 0000000 | | 0.00 | 4,200,000.00 | -1,000,000.00 | 3,200,000.00 | 3,200,000.00 |
| <i>AY 2016 - bucket change</i> | | | | | | | | | | | | | | | |
| 2016 | 422100 | 01250 | TP | 1111554 | EY520130A | 32002 | 0427221 | 0001524 | 0000000 | | 0.00 | 0.00 | 3,100,000.00 | 3,100,000.00 | 3,100,000.00 |
| <i>AY 2016 - Mandatory Obs Sept. FY16</i> | | | | | | | | | | | | | | | |
| Total for Program Parent/Control Point: EY520111A | | | | | | | | | | | 590,803.67 | 315,727,923.21 | 26,524,255.79 | 342,252,179.00 | 342,842,982.67 |
| 2016 | 422100 | 01250 | TP | 1111556 | EY5202400 | 25400 | 0000000 | 0004009 | 0000000 | | 0.00 | 19,650,568.49 | 2,730,094.51 | 22,380,663.00 | 22,380,663.00 |
| <i>AY 2016 - Mandatory Obs Sept. FY16</i> | | | | | | | | | | | | | | | |
| 2016 | 422100 | 01250 | TP | 1111557 | EY5202410 | 25400 | 0000000 | 0001526 | 0000000 | | 0.00 | 36,962,527.00 | -59,737.00 | 36,902,790.00 | 36,902,790.00 |
| <i>AY 2016 - bucket change.</i> | | | | | | | | | | | | | | | |
| Total for Program Parent/Control Point: EY5202400 | | | | | | | | | | | 0.00 | 56,613,095.49 | 2,670,357.51 | 59,283,453.00 | 59,283,453.00 |
| Total for Fund Type: TP | | | | | | | | | | | 590,803.67 | 372,341,018.70 | 29,194,613.30 | 401,535,632.00 | 402,126,435.67 |
| 2016 | 422100 | 01751 | UX | 1110958 | EZ4042421 | 25400 | 0000000 | 0001527 | 0000000 | | 0.00 | 1,155,407.00 | 1,406,593.00 | 2,562,000.00 | 2,562,000.00 |
| <i>AY 2016 - Mandatory Obs Sept. FY16</i> | | | | | | | | | | | | | | | |
| Total for Program Parent/Control Point: EZ4042421 | | | | | | | | | | | 0.00 | 1,155,407.00 | 1,406,593.00 | 2,562,000.00 | 2,562,000.00 |
| Total for Fund Type: UX | | | | | | | | | | | 0.00 | 1,155,407.00 | 1,406,593.00 | 2,562,000.00 | 2,562,000.00 |

Financial Plan Report - Detail with Appr Year

RL14788 - PLATEAU REMEDIATION CONTRACT (PRC)

| Appr Year | Rpt Entity | Fund Code | Leg FT | Program | Legacy B&R | Obj. Class | Local Use | Project | WFO | Legacy Order Number | Beginning Uncosted Obs | BA | | | Total Available |
|--|------------|-----------|--------|---------|------------|------------|-----------|----------|---------|---------------------|------------------------|----------------|---------------|----------------|-----------------|
| | | | | | | | | | | | | Previous | Change | Revised | |
| 2016 | 422100 | 00922 | YY | 1721310 | YN1901000 | 25400 | 00000000 | 00000000 | 0425343 | | 0.00 | 85,829.83 | 185,171.79 | 271,001.62 | 271,001.62 |
| <i>AY 2016 - IEWO 264005 - FY16 IWO CHPRC Disposal - Mod 2</i> | | | | | | | | | | | | | | | |
| Total for Program Parent/Control Point: YN1901000 | | | | | | | | | | | 0.00 | 85,829.83 | 185,171.79 | 271,001.62 | 271,001.62 |
| Total for Fund Type: YY | | | | | | | | | | | 0.00 | 85,829.83 | 185,171.79 | 271,001.62 | 271,001.62 |
| Total for Recipient Code: RL | | | | | | | | | | | 590,803.67 | 373,582,255.53 | 30,786,378.09 | 404,368,633.62 | 404,959,437.29 |
| Total for Reporting Entity: 422100 | | | | | | | | | | | 590,803.67 | 373,582,255.53 | 30,786,378.09 | 404,368,633.62 | 404,959,437.29 |
| Total for RL14788 - PLATEAU REMEDIATION CONTRACT (PRC) | | | | | | | | | | | 590,803.67 | 373,582,255.53 | 30,786,378.09 | 404,368,633.62 | 404,959,437.29 |

This financial plan was generated for the following options: All Transactions

- (ii) Accelerate D&D of 100 K ancillary facilities,
 - (iii) Accelerate 100 K waste site remediation,
 - (iv) Complete Reactor disposition study/engineering, and
 - (v) Accelerate ISS of both reactors 105KE and 105KW and initiate preparations for 105KE disposition.
- (e) *CLIN 7: Removed*

B.3 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) Obligation of Funds. Pursuant to the Section I Clause entitled, FAR 52.232-22, Limitation of Funds, total funds in the amount of ~~\$3,431,169,643.95~~ \$3,461,956,022.04 have been allotted for obligation and are available for payment of services provided from the effective date of this Contract through September 30, 2018.
- (b) Pursuant to the clause in Section I, entitled "Limitation of Funds," total funds in the amount of \$1,374,900,283 are obligated herein and made available for payment of allowable costs and fee earned related only to the Recovery Act work from the effective date of modification A037 through the period of performance for the Recovery Act work, contained in Section F.

B.4 CONTRACT COST AND CONTRACT FEE

This Section establishes the estimated Total Contract Cost and Contract Fee. Within Table B.4-1:

- (a) *Contract Period* is defined as the *Transition Period*, *Base Period*, and *Option Period* (if exercised) described in the Section F Clause entitled, *Period of Performance*.
- (b) Estimated *Contract Cost* is defined as all costs initially proposed by the Contractor.
- (c) *Available Fee* is defined as the maximum amount of fee that may be earned under the Contract by Contract period.
- (d) *Contract Price* in Table B.4-1 is the sum of Estimated *Contract Cost* and *Available Fee*, in each year of Contract performance.
- (e) *Total Contract Cost* is defined as the cumulative Estimated *Contract Cost* for all Contract periods.
- (f) *Total Available Fee* is defined as the cumulative *Available Fee* for all Contract periods.
- (g) *Total Contract Price* is defined as the sum of *Total Contract Cost* and *Total Available Fee*.

- (ii) Accelerate D&D of 100 K ancillary facilities,
 - (iii) Accelerate 100 K waste site remediation,
 - (iv) Complete Reactor disposition study/engineering, and
 - (v) Accelerate ISS of both reactors 105KE and 105KW and initiate preparations for 105KE disposition.
- (e) *CLIN 7*: Removed

B.3 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) Obligation of Funds. Pursuant to the Section I Clause entitled, FAR 52.232-22, Limitation of Funds, total funds in the amount of \$3,461,956,022.04 have been allotted for obligation and are available for payment of services provided from the effective date of this Contract through September 30, 2018.
- (b) Pursuant to the clause in Section I, entitled "Limitation of Funds," total funds in the amount of \$1,374,900,283 are obligated herein and made available for payment of allowable costs and fee earned related only to the Recovery Act work from the effective date of modification A037 through the period of performance for the Recovery Act work, contained in Section F.

B.4 CONTRACT COST AND CONTRACT FEE

This Section establishes the estimated Total Contract Cost and Contract Fee. Within Table B.4-1:

- (a) *Contract Period* is defined as the *Transition Period*, *Base Period*, and *Option Period* (if exercised) described in the Section F Clause entitled, *Period of Performance*.
- (b) Estimated *Contract Cost* is defined as all costs initially proposed by the Contractor.
- (c) *Available Fee* is defined as the maximum amount of fee that may be earned under the Contract by Contract period.
- (d) *Contract Price* in Table B.4-1 is the sum of Estimated *Contract Cost* and *Available Fee*, in each year of Contract performance.
- (e) *Total Contract Cost* is defined as the cumulative Estimated *Contract Cost* for all Contract periods.
- (f) *Total Available Fee* is defined as the cumulative *Available Fee* for all Contract periods.
- (g) *Total Contract Price* is defined as the sum of *Total Contract Cost* and *Total Available Fee*.