

2. AMENDMENT/MODIFICATION NO. 0389
 3. EFFECTIVE DATE See Block 16C
 4. REQUISITION/PURCHASE REQ. NO.
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 00601
 Richland Operations Office
 U.S. Department of Energy
 Richland Operations Office
 P.O. Box 550, MSIN A7-80
 Richland WA 99352
 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: Roger Corman
 2420 Stevens Center Place
 Richland WA 99354-1659
 CODE 805603128 FACILITY CODE
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 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: Contract Section I.140, DEAR 970.5204-2, Laws, Regulations and DOE Directives
	D. OTHER (Specify type of modification and authority)

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. In accordance with the authority referenced in Block 13D and mutual agreement of the parties, the purpose of this modification is to incorporate Contractor Requirements Document (CRD) O 350.1, Chg 5., into the contract, and modify additional sections as described in the SF30 Block 14 Continuation pages 2-5 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) William Kirby, COO
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) J. Jeff Short
 15B. CONTRACTOR/OFFEROR
 15C. DATE SIGNED 2/17/15
 16B. UNITED STATES OF AMERICA
 16C. DATE SIGNED 2-18-2015

SF 30 BLOCK 14 CONTINUATION:

- B. Contract Section J, Attachment J.2 LIST B: APPLICABLE DOE DIRECTIVES, Table J.2.8, "Directives, Regulations, Policies, and Standards" is revised to incorporate CRD O 350.1, Chg. 5 and update CRD O 350.1, Chg. 4 to identify the specific applicable chapters. The following revisions are made with no change to contract cost and fee:

FROM:

CRD O 350.1, Chg 4	Contractor Human Resource Management Program
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TO:

CRD O 350.1, Chg 4	Contractor Human Resource Management Programs (CRDs contained in chapters I, II, and III).
CRD O 350.1, Chg 5	Contractor Human Resource Management Programs (CRDs contained in chapters VIII and IX).

- C. Due to the incorporation of CRD O 350, Chg 5., a new clause is hereby added to Contract Section H. Clause H.53, "Risk Management and Insurance Programs," is hereby incorporated to Section H as follows:

H.53 RISK MANAGEMENT AND INSURANCE PROGRAMS

(a) Basic Requirements

- (1) Maintain commercial insurance or a self-insured program, (i.e., any insurance policy or coverage that protects the contractor from the risk of legal liability for adverse actions associated with its operation, including malpractice, injury, or negligence) as required by the terms of the contract. Types of insurance include automobile, general liability, and other third party liability insurance. Other forms of coverage must be justified as necessary in the operation of the Department facility and/or the performance of the contract, and approved by the DOE.
- (2) Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (See DEAR 950.5070, Indemnification and DEAR 950.70, Nuclear Indemnification of DOE Contractors).
- (3) Demonstrate that insurance programs and costs comply with the cost limitations and exclusions at FAR 28.307, Insurance Under Cost Reimbursement Contracts; and FAR 31.205-19, DEAR931.205-19, and DEAR 970.3102-05-19, Insurance and Indemnification.

- (4) Demonstrate that the insurance program is being conducted in the government's best interest and at reasonable cost.
- (5) The contractor shall submit copies of all insurance policies or insurance arrangements to the contracting officer no later than 30 days after the purchase date.
- (6) When purchasing commercial insurance, the contractor shall use a competitive process to ensure costs are reasonable.
- (7) Ensure self-insurance programs include the following elements:
 - (i) Compliance with criteria set forth in FAR 28.308, Self-Insurance. Approval of self-insurance is predicated upon submission of verifiable proof that the self-insurance charge does not exceed the cost of purchased insurance. This includes hybrid plans (i.e., commercially purchased insurance with self-insured retention (SIR) such as large deductible, matching deductible, retrospective rating cash flow plans, and other plans where insurance reserves are under the control of the insured). The SIR components of such plans are self-insurance and are subject to the approval and submission requirements of FAR 28.308, as applicable.
 - (ii) Demonstration of full compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.
 - (iii) Safeguards to ensure third party claims and claims settlements are processed in accordance with approved procedures.
 - (iv) Accounting of self-insurance charges.
 - (v) Accrual of self-insurance reserve. The Contracting Officer's approval is required and predicated upon the following:
 - (A) The claims reserve shall be held in a special fund or interest bearing account.
 - (B) Submission of a formal written statement to the Contracting Officer stating that use of the reserve is exclusively for the payment of insurance claims and losses, and that DOE shall receive its equitable share of any excess funds or reserve.
 - (C) Annual accounting and justification as to the reasonableness of the claims reserve submitted for Contracting Officer's review.

(D) Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.

(8) Separately identify and account for interest cost on a Letter of Credit used to guarantee self-insured retention, as an unallowable cost and omitted from charges to the DOE contract.

(9) Comply with the Contracting Officer's written direction for ensuring the continuation of insurance coverage and settlement of incurred and/or open claims and payments of premiums owed or owing to the insurer for prior DOE contractors.

(b) Plan Experience Reporting

The Contractor shall:

(1) Provide the Contracting Officer with annual experience reports for each type of insurance (e.g., automobile and general liability), listing the following for each category:

- (i.) The amount paid for each claim.
- (ii.) The amount reserved for each claim.
- (iii.) The direct expenses related to each claim.
- (iv.) A summary for the year showing total number of claims.
- (v.) A total amount for claims paid.
- (vi.) A total amount reserved for claims.
- (vii.) The total amount of direct expenses.

(2) Provide the Contracting Officer with an annual report of insurance costs and/or self-insurance charges. When applicable, separately identify total policy expenses (e.g., commissions, premiums, and costs for claims servicing) and major claims during the year, including those expected to become major claims (e.g., those claims valued at \$100,000 or greater).

(3) Provide additional claim financial experience data as may be requested on a case-by-case basis.

(c) Terminating Operations

The Contractor shall:

- (1) Ensure protection of the government's interest through proper recording of cancellation credits due to policy terminations and/or experience rating.
- (2) Identify and provide continuing insurance policy administration and management requirements to a successor, other DOE contractor, or as specified by the Contracting Officer.

- (3) Reach agreement with DOE on the handling and settlement of self insurance claims incurred but not reported at the time of contract termination; otherwise, the contractor shall retain this liability.

(d) Successor Contractor or Insurance Policy Cancellation

The Contractor shall:

- (1) Obtain the written approval of the Contracting Officer for any change in program direction; and
- (2) Ensure insurance coverage replacement is maintained as required and/or approved by the Contracting Officer.

(End of Clause)

D. Additionally, Contract Section H, Clause H.2 (h)(5)(ii), "Pension and Other Benefit Programs," is revised to remove the reference to the Chamber of Commerce Survey from the Cost Study section and replace that reference with a Bureau of Labor Statistics notation. A revised section H, is attached. The following revisions are made to Contract Section H, Clause H.2 (h)(5)(ii) with no change to contract cost and fee:

FROM:

Separate Employee Benefits Cost Study comparisons are annually required for all plans identified in paragraph (a). An Employee Benefits Cost Study is a study which analyzes the Contractor's employee benefits cost on a per capita per full time equivalent employee basis and as a percent of payroll and compares them with the costs reported by the Chamber of Commerce Annual Employee Benefits Cost Survey or other Contracting Officer approved, broad based, national survey.

TO:

Separate Employee Benefits Cost Study comparisons are annually required for all plans identified in paragraph (a). An Employee Benefits Cost Study is a study which analyzes the Contractor's employee benefits cost on a per capita per full time equivalent employee basis and as a percent of payroll and compares them with the costs reported by the U.S. Department of Labor's Bureau of Labor Statistics or other Contracting Officer approved, broad based, national survey.

E. This modification also revises Contract Section J, Attachment J.8, Advance Understanding of Costs by removing FAR Subpart 31.205 19, Insurance and indemnification from the list. A revised section J, Attachment J.8 is attached.

F. CONTRACTOR'S STATEMENT OF RELEASE:

In consideration of the modifications agreed to herein as complete equitable adjustments for the change identified above, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this change.

- G.** There are no additional changes to the terms and conditions of the contract. End of Modification 389.