

2. AMENDMENT/MODIFICATION NO. A031	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. 01RL14047.004	5. PROJECT NO. (If applicable)
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6. ISSUED BY U.S. Department of Energy Office of River Protection P.O. Box 450, M/S H6-60 Richland, Washington 99352	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) CH2M Hill Hanford Group, Inc. P.O. Box 1500 Richland, Washington 99352	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC27-99RL14047
		10B. DATED (SEE ITEM 13) 09/30/99

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 ACKNOWLEDGMENT 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 attached detail

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

(X) 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 Contract Clause B-2, "Obligation 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.)
OBLIGATION NOTICE NO. 16

Pursuant to Paragraph (a) of Article B.2 of the Schedule of Contract DE-AC27-99RL14047, the amount obligated by DOE is hereby increased by \$41,915,215.00 from \$180,490,560.33 to \$222,405,775.33.

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael K. Barrett		
1. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Michael K. Barrett</i> (Signature of Contracting Officer)	16C. DATE SIGNED 12-19-00
(Signature of person authorized to sign)			

Funds must be controlled within specific limitations required by law and/or at levels directed by the DOE contracting officer. As noted below, this document identifies the funding levels with corresponding Budget and Reporting (B&R) number and instruction line items, the Budget Reference number, the Budget Reference number, the Budget Reference number, and shall not exceed total budget authority (BA) available (Prior year uncosted and current fiscal year obligations) AND must be related to DOE authorized work scope. The following B&R numbers have funding ceilings at a lower level as indicated below:

ACTIVITY	B&R NUMBER	FUNDING CONTROL POINT
Work for other fed. agencies	4000000000	By each individual work order from requesting entity.
Work for commercial entities	6000000000 6500000000	By each individual work order from requesting entity.
Inter-DOE work orders	820101000	By each individual work order from requesting entity.

Note: For modifications with a net change of \$0.00, the modification reflects changes in distribution.

FINAL

CH2M HILL HANFORD GROUP, INC.
 Modification No. : A031 Requisition No. : 01RL14047.004
 Contract ID: RL14047

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

Fin Plan: RL	Fund Type: SA	Approp: 89X0228.91	Prior Year	Amount This	Previous	Total	Total
WA1000000			\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
	<i>Fund Type Total</i>		\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
39EW01J20	PRN01D41600		\$0.00	\$15,000,000.00	\$0.00	\$15,000,000.00	\$15,000,000.00
39EW01J20	PRN94D40700		\$0.00	\$1,936,689.00	\$0.00	\$1,936,689.00	\$1,936,689.00
39EW01J20	PRN97D40200		\$0.00	\$5,126,963.00	\$0.00	\$5,126,963.00	\$5,126,963.00
39EW01J20	PRN99D40300		\$0.00	\$581,000.00	\$0.00	\$581,000.00	\$581,000.00

Fin Plan: RL Fund Type: TE Approp: 89X0242.91

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BNR Control	Budget Ref	Prior Year Uncosted	Amount This Modification	Previous		Total FY Mods	Total BA Avail
				Modifications Signed This FY			
39EW02J10	PRN89D17300	\$295.41	\$0.00	\$0.00	\$0.00	\$0.00	\$295.41
39EW02J10	PRN94D40700	\$5,735,075.78	\$0.00	\$0.00	\$0.00	\$0.00	\$5,735,075.78
39EW02J10	PRN97D40200	\$0.00	\$0.00	\$3,038,898.00	\$3,038,898.00	\$3,038,898.00	\$3,038,898.00
39EW02J20	PRN94D40700	\$4,060,000.00	\$0.00	\$1,147,932.00	\$1,147,932.00	\$1,147,932.00	\$5,207,932.00
39EW02J20	PRN97D40200	\$1,667,314.08	\$0.00	\$0.00	\$0.00	\$0.00	\$1,667,314.08
39EW02J20	PRN99D40300	\$6,758,590.33	\$0.00	\$515,826.00	\$515,826.00	\$515,826.00	\$7,274,416.33
820200000		\$8,057.51	(\$11,074,400.00)	(\$6,028,000.00)	(\$17,102,400.00)	(\$17,102,400.00)	(\$17,094,342.49)
EW0100000		\$8,525,344.96	\$30,017,000.00	\$0.00	\$30,017,000.00	\$30,017,000.00	\$38,542,344.96
EW0200000		\$475.78	\$0.00	\$18,803,739.00	\$18,803,739.00	\$18,803,739.00	\$18,804,214.78
EW0400000		\$58,539.36	\$0.00	\$46,000.00	\$46,000.00	\$46,000.00	\$104,539.36
EW4000000		\$387,465.13	\$327,963.00	\$133,050.00	\$461,013.00	\$461,013.00	\$848,478.13
YN0000000		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00
<i>Fund Type Total</i>		\$27,201,159.34	\$41,915,215.00	\$17,657,445.00	\$59,572,660.00	\$59,572,660.00	\$86,773,819.34

Fin Plan: RL Fund Type: TQ Approp: 89X0249.91

EW0300000		\$12,725,819.25	\$0.00	\$8,500,000.00	\$8,500,000.00	\$8,500,000.00	\$21,225,819.25
<i>Fund Type Total</i>		\$12,725,819.25	\$0.00	\$8,500,000.00	\$8,500,000.00	\$8,500,000.00	\$21,225,819.25
<i>Contract Total</i>		\$39,931,978.59	\$41,915,215.00	\$26,157,445.00	\$68,072,660.00	\$68,072,660.00	\$108,004,638.59

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			1	3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
A032	See Block 16c	01RL14047.005		
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE		
U.S. Department of Energy Office of River Protection P.O. Box 450, M/S H6-60 Richland, Washington 99352				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)		(X)	9A. AMENDMENT OF SOLICITATION NO.	
CH2M Hill Hanford Group, Inc. P.O. Box 1500 Richland, Washington 99352			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC27-99RL14047	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 13) 09/30/99	

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 ACKNOWLEDGMENT 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 attached detail

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

(X) 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 Contract Clause B-2, "Obligation 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.)

OBLIGATION NOTICE NO. 17

The amount of funds obligated by DOE in Section B, clause B.2 is hereby increased by \$126,686,136.00 from \$222,405,775.33 to \$349,091,911.33.

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jewel J. Short, II	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	1/31/01

CH2M HILL HANFORD GROUP, INC.
Modification No. : A032
Contract ID: RL14047

Requisition No. : 01RL14047.005

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BNR Control	Budget Ref	Prior Year Uncosted	Amount This Modification	Previous		Total FY Mods	Total BA Avail
				Modifications Signed This FY			
39EW02J10	PRN89D17300	\$295.41	\$0.00	\$0.00	\$0.00	\$0.00	\$295.41
39EW02J10	PRN94D40700	\$5,735,075.78	\$0.00	\$0.00	\$0.00	\$0.00	\$5,735,075.78
39EW02J10	PRN97D40200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39EW02J20	PRN94D40700	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39EW02J20	PRN97D40200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39EW02J20	PRN99D40300	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39EW04J20	PRN01D41400	\$0.00	\$869,000.00	\$0.00	\$869,000.00	\$869,000.00	\$869,000.00
820200000		\$8,057.51	\$0.00	\$16,205,319.74	\$16,205,319.74	\$16,205,319.74	\$16,213,377.25
EW0100000		\$8,525,344.96	\$96,386,000.00	\$102,622,614.00	\$199,008,614.00	\$199,008,614.00	\$207,533,958.96
EW0200000		\$475.78	\$0.00	\$0.00	\$0.00	\$0.00	\$475.78
EW0400000		\$58,539.36	\$0.00	\$112,000.00	\$112,000.00	\$112,000.00	\$170,539.36
EW4000000		\$387,465.13	\$797,787.00	\$994,213.00	\$1,792,000.00	\$1,792,000.00	\$2,179,465.13
YN0000000		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00
<i>Fund Type Total</i>		\$27,201,159.34	\$126,686,136.00	\$182,473,797.74	\$309,159,933.74	\$309,159,933.74	\$336,361,093.08
EW0300000		\$12,725,819.25	\$0.00	\$0.00	\$0.00	\$0.00	\$12,725,819.25
<i>Fund Type Total</i>		\$12,725,819.25	\$0.00	\$0.00	\$0.00	\$0.00	\$12,725,819.25
<i>Contract Total</i>		\$39,931,978.59	\$136,136.00	\$182,473,797.74	\$309,159,933.74	\$309,159,933.74	\$491,912.33

Fin Plan: RL Fund Type: TQ Approp: 89X0249.91

2. AMENDMENT/MODIFICATION NO. A033	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. 01RL14047.006	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
U.S. Department of Energy Office of River Protection P.O. Box 450, M/S H6-60 Richland, Washington 99352	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) CH2M Hill Hanford Group, Inc. P.O. Box 1500 Richland, Washington 99352	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC27-99RL14047
		10B. DATED (SEE ITEM 13) 09/30/99

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 ACKNOWLEDGMENT 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 attached detail

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

(X)	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) Contract Clause B-2, "Obligation of Funds"

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
OBLIGATION NOTICE NO. 18

The amount of funds obligated by DOE in Section B, clause B.2 is hereby decreased by \$29,371,244.14 from \$349,091,911.33 to \$319,720,667.19.

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) <u>Kevin B. Adamson</u> CONTRACTOR/OFFEROR	15C. DATE SIGNED <u>2/28/01</u>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jewel J. Short, II	16C. DATE SIGNED <u>2/28/01</u>
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Funds must be controlled within specific limitations required by law and/or at levels directed by the DOE contracting officer. As noted below, this document identifies the funding levels with corresponding Budget and Reporting (B&R) numbers and construction line items, the Budget Reference number, and cannot be exceeded. Costs plus commitments at each control point shall not exceed total budget authority (BA) available (Prior year uncosted and current fiscal year obligations) AND must be related to DOE authorized work scope. The following B&R numbers have funding ceilings at a lower level as indicated below:

<u>ACTIVITY</u>	<u>B&R NUMBER</u>	<u>FUNDING CONTROL POINT</u>
Work for other fed. agencies	400000000	By each individual work order from requesting entity.
Work for commercial entities	600000000 650000000	By each individual work order from requesting entity.
Inter-DOE work orders	820101000	By each individual work order from requesting entity.

Note: For modifications with a net change of \$0.00, the modification reflects changes in distribution.

FINAL

CH2M HILL HANFORD GROUP, INC. SF-0030
 Modification No. : A033 Page 1
 Requisition No. : 01RL14047.006
 Contract ID: RL14047

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<u>BNR Control</u>	<u>Budget Ref</u>	<u>Prior Year</u>	<u>Amount This</u>	<u>Previous</u>		<u>Total</u>	<u>BA Avail</u>
				<u>Uncosted</u>	<u>Signed This FY</u>		
<u>Fin Plan:</u> RL	<u>Fund Type:</u> SA	<u>Approp:</u> 89X0228.91	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
WA1000000		\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
<u>Fund Type Total</u>			\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
<u>Fin Plan:</u> RL	<u>Fund Type:</u> TE	<u>Approp:</u> 89X0242.91	\$0.00	\$0.00	\$0.00	\$0.00	\$43,025,000.00
39EW01J20	PRN01D41600	\$0.00	\$0.00	\$43,025,000.00	\$43,025,000.00	\$43,025,000.00	\$43,025,000.00
39EW01J20	PRN94D40700	\$4,060,000.00	\$0.00	\$12,070,000.00	\$12,070,000.00	\$16,130,000.00	\$16,130,000.00
39EW01J20	PRN97D40200	\$1,667,314.08	\$0.00	\$31,608,000.00	\$31,608,000.00	\$33,275,314.08	\$33,275,314.08
39EW01J20	PRN99D40300	\$6,758,590.33	\$0.00	\$4,470,000.00	\$4,470,000.00	\$11,228,590.33	\$11,228,590.33

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BNR Control	Budget Ref	Prior Year Uncoasted	Amount This Modification	Previous		Total FY Mods	Total BA Avail
				Modifications Signed This FY			
39EW02J10	PRN89D17300	\$295.41	\$0.00	\$0.00	\$0.00	\$0.00	\$295.41
39EW02J10	PRN94D40700	\$5,735,075.78	\$0.00	\$0.00	\$0.00	\$0.00	\$5,735,075.78
39EW02J10	PRN97D40200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39EW02J20	PRN94D40700	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39EW02J20	PRN97D40200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39EW02J20	PRN99D40300	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39EW04J20	PRN01D41400	\$0.00	\$0.00	\$869,000.00	\$869,000.00	\$869,000.00	\$869,000.00
820200000		\$8,057.51	(\$29,656,244.14)	\$16,205,319.74	(\$13,450,924.40)	(\$13,450,924.40)	(\$13,442,866.89)
EW0100000		\$8,525,344.96	\$0.00	\$199,008,614.00	\$199,008,614.00	\$199,008,614.00	\$207,533,958.96
EW0200000		\$475.78	\$0.00	\$0.00	\$0.00	\$0.00	\$475.78
EW0400000		\$58,539.36	\$0.00	\$112,000.00	\$112,000.00	\$112,000.00	\$170,539.36
EW4000000		\$387,465.13	\$285,000.00	\$1,792,000.00	\$2,077,000.00	\$2,077,000.00	\$2,464,465.13
YN0000000		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00
<i>Fund Type Total</i>		\$27,201,159.34	(\$29,371,244.14)	\$309,159,933.74	\$279,788,689.60	\$279,788,689.60	\$306,989,848.94
<i>Fin Plan: RL</i>	<i>Fund Type: TQ</i>	<i>Approp: 89X0249.91</i>					
EW0300000		\$12,725,819.25	\$0.00	\$0.00	\$0.00	\$0.00	\$12,725,819.25
<i>Fund Type Total</i>		\$12,725,819.25	\$0.00	\$0.00	\$0.00	\$0.00	\$12,725,819.25
<i>Contract Total</i>		\$39,931,978.59	\$371,244.14	\$309,159,933.74	\$279,788,689.60	\$279,788,689.60	\$319,720,668.19

2. AMENDMENT/MODIFICATION NO. A034	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. 01RL14047.007	5. PROJECT NO. (If applicable)
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6. ISSUED BY U.S. Department of Energy Office of River Protection P.O. Box 450, M/S H6-60 Richland, Washington 99352	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) CH2M Hill Hanford Group, Inc. P.O. Box 1500 Richland, Washington 99352	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC27-99RL14047
		10B. DATED (SEE ITEM 13) 09/30/99

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 ACKNOWLEDGMENT 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 attached detail

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

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 Contract Clause B-2, "Obligation of Funds"

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
OBLIGATION NOTICE NO. 19

The amount of funds obligated by DOE in Section B, clause B.2 is hereby increased by \$6,533,640.21 from \$319,720,668.19 to \$326,254,308.40

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
	Jewel J. Short, II		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	4-30-01

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<u>BNR Control</u>	<u>Budget Ref</u>	<u>Prior Year</u> <u>Uncosted</u>	<u>Amount This</u> <u>Modification</u>	<u>Previous</u>		<u>Total</u> <u>FY Mods</u>	<u>Total</u> <u>BA Avail</u>
				<u>Modifications</u> <u>Signed This FY</u>	<u>Modifications</u> <u>Signed This FY</u>		
39EW02J10	PRN89D17300	\$295.41	\$0.00	\$0.00	\$0.00	\$0.00	\$295.41
39EW02J10	PRN94D40700	\$5,735,075.78	\$0.00	\$0.00	\$0.00	\$0.00	\$5,735,075.78
39EW02J10	PRN97D40200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39EW02J20	PRN94D40700	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39EW02J20	PRN97D40200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39EW02J20	PRN99D40300	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39EW04J20	PRN01D41400	\$0.00	\$0.00	\$869,000.00	\$869,000.00	\$869,000.00	\$869,000.00
820200000		\$8,057.51	(\$28,491,913.00)	(\$13,450,924.40)	(\$13,450,924.40)	(\$41,942,837.40)	(\$41,934,779.89)
EW0100000		\$8,525,344.96	\$31,210,553.21	\$199,008,614.00	\$199,008,614.00	\$230,219,167.21	\$238,744,512.17
EW0200000		\$475.78	\$0.00	\$0.00	\$0.00	\$0.00	\$475.78
EW0400000		\$58,539.36	\$0.00	\$112,000.00	\$112,000.00	\$112,000.00	\$170,539.36
EW4000000		\$387,465.13	\$662,000.00	\$2,077,000.00	\$2,739,000.00	\$2,739,000.00	\$3,126,465.13
YN0000000		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00
<u>Fund Type Total</u>		\$27,201,159.34	\$6,533,640.21	\$279,788,689.60	\$286,322,329.81	\$313,523,489.15	

Fin Plan: RL Fund Type: TQ Approp: 89X0249.91

EW0300000		\$12,725,819.25	\$0.00	\$0.00	\$0.00	\$0.00	\$12,725,819.25
<u>Fund Type Total</u>		\$12,725,819.25	\$0.00	\$0.00	\$0.00	\$0.00	\$12,725,819.25
<u>Contract Total</u>		\$39,931,978.59	\$6,533,640.21	\$279,788,689.60	\$286,322,329.81	\$326,254,308.40	

2. AMENDMENT/MODIFICATION NO. M035	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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ISSUED BY Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352	7. ADMINISTERED BY (If other than item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CH2M HILL Hanford Group, Inc. PO Box 1500 Richland, WA 99352	(S)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	(S)	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-99RL14047
		10B. DATED (SEE ITEM 13) September 30, 1999

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.

Offerors 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)
\$0.00 N/A

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

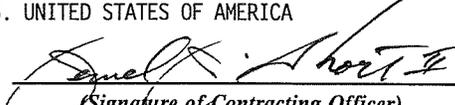
(S)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
(S)	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement and clause H.1 (change to performance incentives);
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The purpose of this contract modification is to incorporate the following changes into the contract: (a) two fully negotiated super stretch performance incentives; and (b) correct several errors in the contract. See attached.

All other terms and conditions are unchanged.

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) Stanley J. Bensussen, VP & Chief Counsel	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jewel J. Short II
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 4/05/01
	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED 4/9/01

1. The following negotiated super stretch performance incentives (attached hereto) are incorporated into the Contract at Section J, Appendix D, "Performance Based Incentives:"
 - a) Number ORP-24 "Accelerate Saltcake Retrieval (U-107 Saltcake Dissolution Proof-of-Concept)."
 - b) Number ORP-25 "Vadose Zone Acceleration in Support of SST Farm Closure."

In addition, replace the existing Table D-1 (pages JD-2 and JD-3 of Section J, Appendix D, "Performance Based Incentives") with the attached Table D-1 (Revision 1), page JD-2.

2. Replace the existing page F-1 with the attached page F-1. This will change the reference "Table C-1" to "Table F-1" which is found in clause F.3 "Reporting Requirements," paragraph (e).
3. Replace the existing page G-1 with the attached page G-1. This will change clause G.1 "Correspondence Procedures," paragraph (d), by removing the following statement: "A copy of all correspondence addressed to the Contracting Officer shall be provided to the Manager, ORP at the address stated in paragraph (c) above."
4. Replace the existing page I-1 with the attached page I-1. This will change clause I.1 from FAR 52.201-1 to FAR 52.202-1.
5. Replace the existing page H-5 with the attached page H-5. This will change the reference to IPABS, which is found in clause H.7 "Project Controls," paragraph H.7.01(b)(2), from "December 18, 1998" to "(<https://ipabs-is.em.doe.gov/ipabs/>)", which is the location of the current version of this guidance document.

FY 2001 - 2006 PERFORMANCE BASED INCENTIVE**SECTION 1
General Information**

Title: Accelerate Saltcake Retrieval (U-107 Saltcake Dissolution Proof-Of-Concept)
 Project Baseline Summary (PBS): TW04 Work Breakdown Structure (WBS): 1.01.04.04.02.06.09
 Maximum Available Incentive Fee: Superstretch Fee Potential = \$704K¹
 Type: Superstretch
¹\$3,522K BCWS + \$704K Fee = \$4,226K Funds

**SECTION 2
Technical Contacts**

ORP Point of Contact: M. Royack/R. Lober

Contractor Point of Contact: R. Raymond/T. Hissong

**SECTION 3
Performance Expectations and Earning Schedule****Basis For Performance Incentive:**

Tank U-107 has been identified as posing the highest long-term risk to the Columbia river of all Single-Shell Tanks (SSTs). This is due to the high content of mobile, long-lived radionuclides mostly in the solid saltcake waste in the tank. To meet current contractual and consent decree commitments this tank is being prepared for interim stabilization starting in April 2001. It is currently scheduled for saltcake retrieval in 2023. This Superstretch Performance Incentive (SSPI) would install a parallel system to dissolve and retrieve a portion of the saltcake as part of interim stabilization, thus significantly reducing the cost for this work due to the potential use of parts of the interim stabilization equipment for saltcake retrieval, reduce the risk to the Columbia river, accelerate cleanup work by performing the first ever removal of saltcake from any SST (currently S-112 is planned for 2004 per the Party Agreement [TPA]) 3 years early and will reduce the risk associated with the S-112 retrieval.

General:

1. The Contractor's final fee will be determined in accordance with clause H.1, Performance Based Incentives and Fee Distribution.
2. Performance Based Incentives may be modified to reflect changes to the project baseline resulting from external drivers, such as, submission and approval of TPA change requests for consistency purposes.
3. Acceptable product completion represents technical adequacy and good value to the government.

Specific Requirements:

1. Issue a process control plan by 05/01/01. (Earn 5% of fee)
2. Design, procure, install, and perform an acceptance test on a system to dissolve saltcake in Tank U-107 by 09/30/01. Submit completion letter by 10/30/01. (Earn 25% of fee)
3. Operate the system as specified by the process control plan; monitor results, and transfer at least 100,000 gallons of fluid from U-107 to the Double-Shell Tank (DST) system by 12/30/01. Submit completion letter by 01/30/02. (Earn 40% of fee)
4. Obtain a sample during the operating period and analyze to measure the physical and chemical characteristics of the process fluid by 02/28/02. (Earn 10% of fee)
5. Submit a saltcake dissolution summary letter report on saltcake dissolution proof of concept results on Tank U-107 to the U.S. Department of Energy (DOE) by 03/30/02. The report should identify lessons learned to be utilized in the S-112 design. (Earn 20% of fee)

SECTION 4
Performance Requirements

FINE COMPLETION: *(Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documentation/data against which completion documentation should be compared.)*

The completion dates for Performance Expectations 1 through 4 are target dates. Fee can be earned by completing the performance expectation by the target date. If Performance Expectations 1, 2, 3, or 4 are completed late, the fee associated with the missed performance expectation(s) will be deferred until Performance Expectation 5 is completed. Performance Expectation 5 must be completed by 03/30/02 to support S-112 retrieval demonstration activity (i.e., M-45-03C), in order to earn full available fee. All deferred fee will be paid upon completion of Performance Expectation 5.

1. Contractor shall issue a process control plan by 05/01/01.
2. Contractor will have installed a system to demonstrate the effectiveness of a saltcake removal technology for a SST. The Contractor shall submit a letter (or letters) to DOE to formally document that data which will be acquired during the test to support Items 3 and 4 and that system installation is complete by 10/30/01.
3. Contractor will have operated the saltcake dissolution system as specified by the process control plan to demonstrate the effectiveness of the system. At least 100,000 gallons, as measured by the interim stabilization flow totalizer, shall be transferred to the DST, and a sample of the process fluid will have been obtained for analysis. The contractor will have monitored performance during system operation and will submit a letter to DOE documenting these actions by 01/30/02. Note: The 100,000 gallon requirement is a target volume that may be waived with the concurrence of the DOE.
4. To support future retrieval, transfer designs, and to quantify contaminants of concern moved to safe storage in DSTs, a sample will be obtained during the operating period and analyzed to measure the physical and chemical characteristics (e.g., pH, solids fraction, viscosity, etc.) of the process fluid. A letter report with the laboratory analysis provided will be submitted by 02/28/02.
5. The Contractor shall submit a letter report that summarizes the results of the operations and which documents how readily the waste form dissolves with solution additions by 03/30/02. This document will address the estimated volume of saltcake removed from the tank, the stability of the waste form for long-term storage (e.g., impact of intrusion), as well as summarizing lessons learned to be utilized in the S-112 design and/or deployment from lessons learned, and environmental risk which have been moved to safe storage in DSTs, and recommendations for further application of the selected technology.

DEFINITIONS: *(define terms)*

- Operation of saltcake dissolution system: This saltcake dissolution proof-of-concept will involve new equipment and technology. A significant element of the project will be to observe the effectiveness of the technology, measuring the in-tank solubility of the waste form, and to implement equipment or process modifications where required. In addition to adding water to dissolve saltcake, the term "operate" shall include but not be limited to activities such as observation and measurement of results, modifications to equipment to enhance results, preparation of work packages, procedures and other documents that may be required to initiate or continue field activities once the system start up has been completed.

COMPLETION DOCUMENTS LIST: *(Name the Documents, Databases, etc., which will be submitted to show completion for each Performance Expectation.)*

1. Process Control Plan
2. Letter documenting completion of equipment installation.
3. Letter documenting the operational activities to demonstrate the effectiveness of the system including an assessment of the physical and chemical characteristics of the waste transferred from the tank.
4. Letter report transmitting the laboratory analysis of the process fluids.
5. Letter report documenting the results of the saltcake dissolution.

ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS: (For reasonably foreseeable impacts to performance that are not in control of Contractor. If the assumption or condition proves false, the remedy is renegotiations unless stated otherwise.)

1. Existing leak detection systems and methodology will be adequate for this saltcake retrieval activity. Delays resulting from the incorporation of additional systems/methodology will result in a day for day slip in the performance milestones.
2. The current Management Self-Assessment protocols currently used by the Interim Stabilization Project are adequate for the operation of this equipment. Delays caused by the imposition of any additional assessments or reviews prior to the system startup and operations will result in a day-for-day slip in the performance milestones.
3. If Tank U-107 is proven to be an unacceptable tank, CHG will submit another tank to perform this proof of concept test.

If these assumptions prove to be inaccurate, then the completion dates in this SSPI will be renegotiated.

**SECTION 5
Signatures**

Eric L. ... 12/17/01 2001
ORP Manager/Date

Lee Ragan Jr *3/7/01*
CHG President and General Manager/Date

James A. Stone II *3/13/01*
ORP Contracting Officer/Date

[Signature] *3/6/01*
CHG Contract Representative/Date

I concur with scope for this PI

Bob [Signature] 3/9/01

FY 2001 – 2006 PERFORMANCE BASED INCENTIVE**SECTION 1
General Information**

Title: Vadose Zone Acceleration in Support of SST Farm Closure

Project Baseline Summary (PBS): TW04

Work Breakdown Structure (WBS): 1.1.4.4.3.3

Maximum Available Incentive Fee:

Superstretch: Fee Potential = \$199K¹

Type: Superstretch

¹\$1,327K BCWS + \$199K Fee = \$1,526K Funds**SECTION 2
Technical Contacts***ORP Point of Contact: L. Erickson/R. Yasek**Contractor Point of Contact: R. Raymond/R. Wilson***SECTION 3
Performance Expectations and Earning Schedule****Basis For Performance Incentive:**

As part of the Tri-Party Agreement, a series of milestones have been established for vadose zone characterization and evaluation under Resource Conservation and Recovery Act corrective actions. This superstretch accelerates some of the preliminary corrective actions, which reduce the potential for run-on from water lines or snow melt which could drive existing contamination further into the soil column. In addition, it provides necessary field support to a spectral gamma-monitoring contract that DOE has placed with MAC Technical Services Company (MACTEC) Environmental Remediation Services (ERS) to support the overall vadose zone characterization efforts.

General:

1. The contractor's final fee will be determined in accordance with clause H.1, Performance Based Incentives and Fee Distribution.
2. Performance Based Incentives may be modified to reflect changes to the Project Baseline resulting from external drivers, such as, submission and approval of TPA change requests for consistency purposes.
3. Acceptable product completion represents technical adequacy and good value to the government.

Specific Requirements:

1. Complete (1) construction of up-gradient surface water run-on controls at S/SX Farms – earn 17% of fee, and (2) leak testing the identified pressurized waterline at U Farm – earn 6% of fee. Complete by 09/30/01. (Earn 23% of fee)
2. Complete construction of up-gradient surface water run-on controls at T, TX and TY Farms. Complete by 09/30/01. (Earn 22% of fee)
3. Provide trained and qualified personnel to the MACTEC ERS gamma-logging contract for dry wells located within the Single-Shell Tank (SST) Farms for Fiscal Year (FY) 2001. Complete by 09/30/01. (Earn 20% of fee)
4. In preparation for fieldwork in C Waste Management Area (WMA), accelerate the compilation of A, AX, and C tank farms operational histories. Complete by 09/30/01. (Earn 35% of fee)

SECTION 4 Performance Requirements

FINE COMPLETION: (Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documentation/data against which completion documentation should be compared.)

1. The interim measures are described in general in *RPP-5002, Rev. 1 (Engineering Report; Single-Shell Tank Farms Interim Measures to Limit Infiltration Through the Vadose Zone)*. Specific details will be as developed during the design phase. The general scope of work to be completed as scoped in the engineering report includes:
 - Run-on Controls at S Farm: Construct berms on the north side of the tank farm and add curbing outside the fence along the paved parking area north of the farm.
 - Run-on Controls at SX Farm: Construct berms outside the fence on the east of the tank farm.
 - Pressurized Water Line at U Farm: From outside the fence, leak test the 4-inch raw water line installed in 1951 that enters through the south fence and determine if waterline may be leaking. (This line is intended to support interim stabilization until about FY 2004.)
2. The interim measures are described in general in *RPP-5002, Rev. 1 (Engineering Report; Single-Shell Tank Farms Interim Measures to Limit Infiltration Through the Vadose Zone)*. Specific details will be as developed during the design phase. The general scope of work to be completed as scoped in the engineering report includes:
 - Run-on Controls at T Farm: Construct ditching on the east side of the farm.
 - Run-on Controls at TX Farm: Construct curbing on the east side of Camden Ave.
 - Run-on Controls at TY Farm: Construct ditching on the east side of Camden Ave.
3. Provide trained and qualified personnel to support to MACTEC ERS gamma logging in FY 2001.
 - By 05/24/01 and until the end of FY 2001, make a pool of personnel available to MACTEC ERS to be trained by MACTEC ERS personnel to operate the MACTEC ERS gamma logging truck.
 - Perform an Automated Job Hazard Analysis (AJHA) and safety analysis of the logging activity prior to 05/24/01.
 - Develop procedures for operation of the MACTEC ERS gamma logging truck prior to 05/24/01.
4. Accelerate the vadose zone characterization process by compiling relevant Tank Farm operational data for A, AX, and C tank farms in a manner similar to previous work (HNF-5231, Rev 0, *Historical Vadose Zone Contamination from B, BX, and BY Tank Farm Operations*). These activities support subsequent tank farm characterization work planning. Complete by 09/30/01.

DEFINITIONS: (define terms)

Interim measures: Actions of a preventative nature to mitigate possible risks by reducing the potential for migration of contaminants to groundwater beneath the tank farms. These actions are primarily designed to reduce run-on of surface water into the tank farms and to eliminate the potential for subsurface leakage of water from pressurized water lines that are no longer needed.

COMPLETION DOCUMENTS LIST: (Name the Documents, Databases, etc., which will be submitted to show completion for each Performance Expectation.)

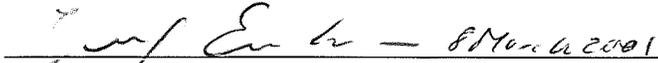
1. Letter report and attachments from Subcontractor documenting completion of run-on controls at S and SX Farms.
2. Letter report and attachments including data from Subcontractor documenting completion water line pressure test at U Farm.
3. Letter report and attachments from Subcontractor documenting completion of run-on controls at T and TX, and TY Farms.
4. Documentation of the personnel made available, completion of the AJHA and safety analysis, and completion of the procedure for operation of MACTEC spectral gamma logging truck.
5. Report(s) documenting completion of historical operational data for the A/AX WMA, and C WMA.

ASSUMPTIONS/TECHNICAL BOUNDARY CONDITIONS: *(For reasonably foreseeable impacts to performance that are not within control of Contractor. If the assumption or condition proves false, the remedy is renegotiations unless stated otherwise.)*

MACTEC ERS will provide complete and accurate draft operating procedures by 03/15/01. If this condition is not met, then the committed dates will be allowed a day-for-day slip until the problem is resolved.

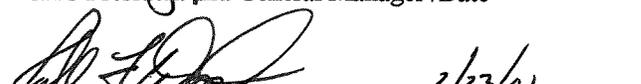
Reference: RPP-5002, Rev. 1 *(Engineering Report; Single-Shell Tank Farms Interim Measures to Limit Infiltration Through the Vadose Zone)*; DE-AC-13-96GJ87335 (MACTEC ERS contract; *Single-Shell Tank Monitoring Program*).

SECTION 5
Signatures


ORP Manager/Date 8/10/01


CHG President and General Manager /Date 2/23/01


ORP Contracting Officer/Date 3/8/01


CHG Contract Representative/Date 2/23/01


ROBERT M. VASEK

Table D-1 (Revision 1)
 Summary of FY2001 through FY2006
 Performance Based Incentives

Number	Title	(000)	
		Percent of Available Fee Pool	Available Fee Pool
ORP-1	Project W-314	15.40%	
ORP-2	Retrieval Systems (W-211 and W-521)	4.10%	
ORP-3	Store Immobilized High Level Waste (IHLW)	2.90%	
ORP-4	Dispose of Immobilized Low Activity Waste (ILAW)	5.50%	
ORP-5	SST Interim Stabilization	8.00%	
ORP-6	Initial Waste Feed Delivery	5.70%	
ORP-7	SST Retrieval - Tank C-104	9.60%	
ORP-8	Facility Stabilization	4.70%	
ORP-9	Life Cycle Asset Management	6.40%	
ORP-10	DST Integrity Assessment Reports	3.40%	
ORP-11	242-A Evaporator Life Cycle Asset Management	1.30%	
ORP-12	Tank Characterization	1.80%	
ORP-13	Tank Farm - Closure Support	6.40%	
ORP-14	SST Retrieval - Tank S-102 (Note: includes SSPBI work, see below)	1.60%	
ORP-15	Corporate Performance	14.70%	
ORP-16	WTP Interim Design and Transition	2.30%	
	Unallocated Fee (See Clause H.1)	6.20%	
	Total	100.00%	\$ 106,100
Super Stretch Performance Incentives (SSPBI)			
Number	Title		Available Fee
	The following SSPBIs are Negotiated and Approved:		
ORP2.1.3S	Advanced Preparation of 241-SY-101 for Retrieval and for Receiving and Staging		\$ 1,390
ORP3.8.2S	Transfer Waste from 241-AW-104 to Evaporator Feed Tank		\$ 760
ORP8.1.2S	Acceleration of Project W-519		\$ 400
ORP-19	DST Caustic Addition		\$ 1,386
ORP-24	Accelerate Saltcake Retrieval (U-107)		\$ 704
ORP-25	Vadose Zone Acceleration in Support of SST Farm Closure		\$ 199
	Total		\$ 4,839
	The following SSPBIs are Pending Final Negotiation:		
ORP-14	SST Retrieval - Tank S-102		TBD
ORP-17	FY2001 Deferred Work Scope		TBD
ORP-18	Accelerate W-520 Construction of the ILAW Disposal Facility		TBD
ORP-20	SST Retrieval Tank S-112		TBD
ORP-22	Accelerate W-464 Construction of IHLW Storage Facility		TBD
ORP-23	Accelerate W-525 Construction of the Tank Farm Infrastructure and Compliance Upgrades		TBD
	The following is a list of Potential SSPBI Areas		
	Remove Organic Layer from C-103		
	Remove SY-103 from Watch List		
	Accelerate SST Retrieval Crawler Development		
	C-106 Closure Evaluation		
	Accelerate SST Leak Detection Upgrade		
	Enhanced Interim Stabilization of Equipment		
	Enhance Interim Stabilization of BY-103 and A-103		
Note 1: The number "ORP-21" is Reserved at this time.			

**PART I - THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE**

F.1 PERIOD OF PERFORMANCE

The period of performance for the work specified in Section C, *Statement of Work*, of this Contract commenced October 1, 1999, and shall continue through September 30, 2006, unless sooner terminated as provided for in other provisions of this Contract.

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance of this contract shall be the Hanford Site, near Richland, Washington and other facilities as directed by the Contracting Officer.

F.3 REPORTING REQUIREMENTS

- (a) The Contractor shall provide a reporting system capable of management information in the form of electronic databases and will report program performance on the technical work, schedule, and cost profile defined in the River Protection Project Baseline. Additional reporting requirements are found in the Section H Clause entitled, *Project Controls*.
- (b) The Contractor's databases and reporting shall be available to the U.S. Department of Energy Office of River Protection (DOE-ORP) no later than 10 working days after the close of the reporting period.
- (c) The Contractor shall provide the information necessary to support DOE-ORP in the preparation of reports required by regulatory agreements, such as, the *Hanford Federal Facility Agreement and Consent Order* (also known as the Tri-Party Agreement (TPA)) and legislative mandates or DOE Headquarters required specific data (e.g., Integrated Planning and Budgeting System (IPABS)), which must be supported by the reporting system.
- (d) The monthly Contract Funds Status Report shall indicate cumulative-to-date amounts for budget authority (BA) allotted, obligated, and committed. Cost and funds data shall be in work breakdown structure (WBS) format, and also the DOE budget and reporting (B&R) classification structure, (e.g., project breakdown structure (PBS), User's Accountability System (UAS)) unless otherwise directed by the Contracting Officer.
- (e) Minimum reporting requirements and the frequency of submission are provided in Table F-1. The Project Hanford Management Contractor (PHMC) on the Contractor's behalf shall provide some of the reports. The Contractor shall provide written notification of provider or changes in provider to the Contracting Officer at a minimum annually. Table F-1 is not complete and is subject to change at the discretion of the Contracting Officer as provided to the Contractor in writing. In addition, Table F-1 does not include reports that may be required by other terms of this Contract or by DOE directives that are applicable to this Contract. The Contracting Officer will determine content, format and distribution.

PART I - THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES.

To promote timely and effective administration under this Contract, the Contractor shall be subject to the following procedures:

- (a) Technical and Administrative Correspondence/Matters. Technical and administrative correspondence concerning performance of this Contract shall be addressed to the responsible officials designated in U.S. Department of Energy Office of River Protection (DOE-ORP) Manual 411.1-1, *Office of River Protection Functions, Responsibilities, and Authorities Manual (FRAM)*, using the latest published edition.
- (b) Contractual Correspondence/Matters. Correspondence involving contractual matters shall be addressed to the Contracting Officer. The primary Contracting Officer responsible for administration of this Contract is Jewel J. Short II, Procurement Division. This individual shall be primarily responsible for all contractual actions required to be taken by the Government under the terms of this Contract.

Notwithstanding the above, in the event that the above named individual is absent for an extended period or an urgent action is required, any other duly appointed Contracting Officer assigned to DOE-ORP shall be authorized to take the required contractual action(s) within the limits of his/her authority.

- (c) DOE Contracting Office. The Contracting Officer's address is:

Procurement Division
U.S. Department of Energy
Office of River Protection
Post Office Box 450/2440 Stevens Center
Richland, WA 99352-0450
- (d) All correspondence sent to the Contracting Officer shall contain a subject line commencing with the contract number as illustrated below:

SUBJECT: CONTRACT NO. DE-AC27-99RL14047

~~A copy of all correspondence addressed to the Contracting Officer shall be provided to the Manager, ORP at the address stated in paragraph (c) above.~~

G.2 BILLING INSTRUCTIONS.

- (a) The Contractor shall provide periodic electronic invoices (or data supporting letter of credit drawdowns) and cost accrual and accrual reversal records to DOE-ORP. Within the electronic invoice submission, the Contractor shall provide all invoice data elements required to: (1) ascertain all goods and services provided by the Contractor were allowable and reasonable per the terms and conditions of the contract, and (2) properly record all contract costs and payments in the DOE accounting system. This includes, but is not limited to: work breakdown structure (WBS) numbers, budget and reporting (BNR) numbers, fund-type, project baseline summaries (PBS) numbers, the fiscal year the funds were provided, DOE-ORP project/task number, object classes, cost elements, resource types, and plant and equipment line item number (if applicable).

PART II – CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (See FAR 52.104(d))
I.1	FAR 52.202-1	Definitions (OCT 1995)	None
I.2	FAR 52.203-3	Gratuities (APR 1984)	None
I.3	FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)	None
I.4	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)	None
I.5	FAR 52.203-7	Anti-Kickback Procedures (JUL 1995)	None
I.6	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)	None
I.7	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)	None
I.8	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)	None
I.9	FAR 52.204-4	Printing/Copying Double-Sided on Recycled Paper (JUN 1996)	None
I.10	FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)	None
I.11	FAR 52.211-5	Material Requirements (OCT 1997)	None
I.12	FAR 52.215-2	Audit and Records – Negotiation (JUN 1999)	None
I.13	FAR 52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)	None
I.14	FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (OCT 1997)	None
I.15	FAR 52.215-13	Subcontractor Cost or Pricing Data – Modifications (OCT 1997)	None
I.16	FAR 52.215-15	Pension Adjustments and Asset Reversions (DEC 1998)	None
I.17	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)	None
I.18	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 1997)	None
I.19	FAR 52.215-19	Notification of Ownership Changes (OCT 1997)	None
I.20	FAR 52.216-7	Allowable Cost and Payment (MAR 2000)	None
I.21	FAR 52.219-8	Utilization of Small Business Concerns (OCT 2000)	None
I.22	FAR 52.219-9	Small Business Subcontracting Plan (OCT 2000) – Alternate II (JAN 1999)	None
I.23	FAR 52.219-16	Liquidated Damages – Subcontracting Plan (JAN 1999)	None
I.24	FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)	None
I.25	FAR 52.222-3	Convict Labor (AUG 1996)	None
I.26	FAR 52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (SEP 2000)	None
I.27	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)	None
I.28	FAR 52.222-26	Equal Opportunity (FEB 1999)	None
I.29	FAR 52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998)	None
I.30	FAR 52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)	None
I.31	FAR 52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999)	None
I.32	FAR 52.222-41	Service Contract Act of 1965, as Amended ((MAY 1989)	None
I.33	FAR 52.222-47	SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989)	None
I.34	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997) – Alternate I (JUL 1995)	(b) None

Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change in the individual to Contract.

Name: Ralph Peterson
Position/Company: President and CEO, CH2M HILL, LTD.
Position/Organization: Chairman, Board of Directors, CH2M HILL Hanford Group, Inc.
Address: 6060 S. Willow Drive, Greenwood Village, CO 80111-5142
Phone: (303) 713-2522
Facsimile: (303) 220-5106
E-mail: rpeterso@ch2m.com

H.6 REPRESENTATIONS AND CERTIFICATIONS

The Representations and Certifications, (Section K) submitted by the Contractor dated November 14, 2000, are hereby incorporated into this Contract by reference.

H.7 PROJECT CONTROLS

H.7.01 Project Control System Requirements

- (a) In the performance of this contract, the Contractor shall establish, maintain and use a project control system meeting the requirements specified in the Contract, in the following paragraphs titled "Baseline Development," "Baseline Performance," and "Baseline Change Management" of this Section. The Contractor may use a pre-existing project control system if such system satisfactorily addresses the system requirements defined below.
- (b) The project control system must meet the requirements of the following DOE guidance:
 - (1) DOE Order 430.1A, *Life-Cycle Asset Management (LCAM)*, October 14, 1998;
 - (2) *Integrated Planning, Accountability, and Budgeting System – Information Systems (IPABS-IS) Data Requirements*, (<https://ipabs-is.em.doe.gov/ipabs/>);
 - (3) *Integrated Planning, Accountability, and Budgeting System (IPABS) Handbook*, February 16, 1999;
 - (4) *HQ Baseline Change Control Charter*, Office of Environmental Management, Rev. 0, June 23, 1999; and
 - (5) DOE Order 413.3, *Program and Project Management for the Acquisition of Capital Assets*.
- (c) The Contractor shall provide the Contracting Officer with a detailed written description of the proposed project control system for review and approval within thirty (30) days after award of the Contract.
- (d) Upon system approval by the Contracting Officer, the Contractor shall fully implement the project control system. The Contractor shall not make any significant changes to the approved system without the prior written approval of the Contracting Officer.
- (e) Contractor and DOE will agree within sixty (60) days after execution of this Contract extension to the appropriate reporting level at which the project controls system shall be predicated (the Reporting Level). However, DOE or designated representatives shall be provided with access to all pertinent records, data, and plans for purposes of initial approval, approval of proposed changes and ongoing operation of the project control system, approval of costs, and approval of fee.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 3
2. AMENDMENT/MODIFICATION NO. A036	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. 01RL14047.008	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Office of River Protection P.O. Box 450, M/S H6-60 Richland, Washington 99352	CODE	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) CH2M Hill Hanford Group, Inc. P.O. Box 1500 Richland, Washington 99352		(X)	9A. AMENDMENT OF SOLICITATION NO.
CODE			9B. DATED (SEE ITEM 11)
FACILITY CODE		X	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC27-99RL14047
			10B. DATED (SEE ITEM 13) 09/30/99

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 ACKNOWLEDGMENT 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 attached detail

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

<input checked="" 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) Contract Clause B-2, "Obligation 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.)

OBLIGATION NOTICE NO. 20

The amount of funds obligated by DOE in Section B, clause B.2 is hereby increased by \$27,982,602.03 from \$326,254,308.40 to \$354,236,910.43

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael K. Barrett		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Michael K. Barrett</i> (Signature of Contracting Officer)	16C. DATE SIGNED 5-29-01

Funds must be controlled within specific limitations required by law and/or at levels directed by the DOE contracting officer. Except as noted below, this document identifies the funding level with corresponding Budget and Reporting (B&R) numbers for construction line items, the Budget Reference number, that cannot be exceeded. Costs plus commitments at each control point shall not exceed total budget authority (BA) available (Prior year uncosted and current fiscal year obligations) AND must be related to DOE authorized work scope. The following B&R numbers have funding ceilings at a lower level as indicated below:

<u>ACTIVITY</u>	<u>B&R NUMBER</u>	<u>FUNDING CONTROL POINT</u>
Work for other fed. agencies	4000000000	By each individual work order from requesting entity.
Work for commercial entities	6000000000 6500000000	By each individual work order from requesting entity.
Inter-DOE work orders	820101000	By each individual work order from requesting entity.

Note: For modifications with a net change of \$0.00, the modification reflects changes in distribution.

FINAL

CH2M HILL HANFORD GROUP, INC. SF-0030
 Modification No. : A036 Requisition No. : 012-1447,00-8
 Contract ID: RL14047 Page 1

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<u>Fin Plan:</u>	<u>RL</u>	<u>Fund Type:</u>	<u>SA</u>	<u>Approp:</u>	<u>89X0228.91</u>	<u>Prior Year</u>	<u>Amount This</u>	<u>Previous</u>	<u>Total</u>	
						<u>Uncosted</u>	<u>Modification</u>	<u>Modifications</u>	<u>FY Mods</u>	
									<u>BA Avail</u>	
	WA1000000					\$5,000.00	\$70,000.00	\$0.00	\$70,000.00	\$75,000.00
		<u>Fund Type Total</u>				\$5,000.00	\$70,000.00	\$0.00	\$70,000.00	\$75,000.00
<u>Fin Plan:</u>	RL	<u>Fund Type:</u>	TE	<u>Approp:</u>	89X0242.91					
	39Ew01J20		PRN01D41600			\$0.00	\$0.00	\$43,025,000.00	\$43,025,000.00	\$43,025,000.00
	39Ew01J20		PRN94D40700			\$4,060,000.00	\$0.00	\$15,223,000.00	\$15,223,000.00	\$19,283,000.00
	39Ew01J20		PRN97D40200			\$1,667,314.08	\$8,043,717.00	\$31,608,000.00	\$39,651,717.00	\$41,319,031.08
	39Ew01J20		PRN99D40300			\$6,758,590.33	\$1,441,136.00	\$4,470,000.00	\$5,911,136.00	\$12,669,726.33

CH2M HILL HANFORD GROUP, INC.
Modification No. : A036
Contract ID: RL14047

Requisition No. : 01RL14047.008

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<u>BNR Control</u>	<u>Budget Ref</u>	Prior Year <u>Uncosted</u>	Amount This <u>Modification</u>	Previous Modifications <u>Signed This FY</u>	Total	
					<u>FY Mods</u>	<u>BA Avail</u>
39EW02J10	PRN89D17300	\$295.41	(\$182.30)	\$0.00	(\$182.30)	\$113.11
39EW02J10	PRN94D40700	\$5,735,075.78	\$0.00	\$0.00	\$0.00	\$5,735,075.78
39EW02J10	PRN97D40200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39EW02J20	PRN94D40700	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39EW02J20	PRN97D40200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39EW02J20	PRN99D40300	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39EW04J20	PRN01D41400	\$0.00	\$428,000.00	\$869,000.00	\$1,297,000.00	\$1,297,000.00
820200000		\$8,057.51	(\$300,000.00)	(\$41,942,837.40)	(\$42,242,837.40)	(\$42,234,779.89)
EW0100000		\$8,525,344.96	\$18,310,931.33	\$230,219,167.21	\$248,530,098.54	\$257,055,443.50
EW0200000		\$475.78	\$0.00	\$0.00	\$0.00	\$475.78
EW0400000		\$58,539.36	\$0.00	\$112,000.00	\$112,000.00	\$170,539.36
EW4000000		\$387,465.13	(\$11,000.00)	\$2,739,000.00	\$2,728,000.00	\$3,115,465.13
YN0000000		\$1.00	\$0.00	\$0.00	\$0.00	\$1.00
<u>Fund Type Total</u>		\$27,201,159.34	\$27,912,602.03	\$286,322,329.81	\$314,234,931.84	\$341,436,091.18

Fin Plan: RL Fund Type: TQ Approp: 89X0249.91

EW0300000		\$12,725,819.25	\$0.00	\$0.00	\$0.00	\$12,725,819.25
<u>Fund Type Total</u>		\$12,725,819.25	\$0.00	\$0.00	\$0.00	\$12,725,819.25
<u>Contract Total</u>		\$39,931,978.59	\$27,982,602.03	\$286,322,329.81	\$314,304,931.84	\$354,236,910.43

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. M037	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CH2M HILL Hanford Group, Inc. PO Box 1500 Richland, WA 99352		(✓) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE		✓ 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-99RL14047	10B. DATED (SEE ITEM 13) September 30, 1999
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.

Offerors 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)
\$0.00 N/A

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

(✓) 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).

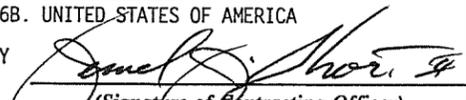
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

✓ D. OTHER (Specify type of modification and authority)
Section I, clause I.106 "DEAR 970.5204-2 Laws, Regulations, and DOE Directives (DEC 2000)"

E. IMPORTANT: Contractor is not, is required to sign and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The purpose of this contract modification is to make the following change to Section J, Appendix C "DOE Directives":
 Delete: DOE 0 425.1A and RLID 5480.31
 Incorporate: DOE 0 425.1B "Startup and Restart of Nuclear Facilities"
 All other terms and conditions are unchanged.

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jewel J. Short II	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 6/19/01
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
				1 3
2. AMENDMENT/MODIFICATION NO. A038	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. 01RL14047.009	5. PROJECT NO. (If applicable)	
ISSUED BY U.S. Department of Energy Office of River Protection P.O. Box 450, M/S H6-60 Richland, Washington 99352		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) CH2M Hill Hanford Group, Inc. P.O. Box 1500 Richland, Washington 99352		(X)	9A. AMENDMENT OF SOLICITATION NO.	
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE		X	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC27-99RL14047	
			10B. DATED (SEE ITEM 13) 09/30/99	

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 ACKNOWLEDGMENT 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 attached detail

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

<input type="radio"/>	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="radio"/>	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="radio"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Contract Clause B-2, "Obligation 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.)

OBLIGATION NOTICE NO. 21

The amount of funds obligated by DOE in Section B, clause B.2 is hereby increased by \$8,527,713.58 from \$354,236,910.43 to \$362,764,624.01

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jewel J. Short, II	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	6/28/01

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF	PAGES
		1	3

2. AMENDMENT/MODIFICATION NO. A039	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. 01RL14047.010	5. PROJECT NO. (If applicable)
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ISSUED BY CODE U.S. Department of Energy Office of River Protection P.O. Box 450, M/S H6-60 Richland, Washington 99352	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) CH2M Hill Hanford Group, Inc. P.O. Box 1500 Richland, Washington 99352	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC27-99RL14047
		10B. DATED (SEE ITEM 13) 09/30/99
CODE	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 ACKNOWLEDGMENT 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 attached detail

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

<input checked="" 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) Contract Clause B-2, "Obligation 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.)

OBLIGATION NOTICE NO. 22

The amount of funds obligated by DOE in Section B, clause B.2 is hereby increased by \$46,621,993.00 from \$362,764,624.01 to \$409,386,617.01

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jewel J. Short, II		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 7/31/01

CH2M HILL HANFORD GROUP, INC.
Modification No. : A039
Contract ID: RL14047

Requisition No. : 01RL14047.010

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BNR Control	Budget Ref	Prior Year Uncosted	Amount This Modification	Previous		Total FY Mods	Total BA Avail
				Modifications Signed This FY			
39E02J10	PRN89D17300	\$295.41	\$0.00	(\$182.30)	(\$182.30)	\$0.00	\$113.11
39E02J10	PRN94D40700	\$5,735,075.78	\$0.00	\$0.00	\$0.00	\$0.00	\$5,735,075.78
39E02J10	PRN97D40200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39E02J20	PRN94D40700	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39E02J20	PRN97D40200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39E02J20	PRN99D40300	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39E04J20	PRN01D41400	\$0.00	\$0.00	\$1,297,000.00	\$1,297,000.00	\$1,297,000.00	\$1,297,000.00
820200000		\$8,057.51	\$0.00	(\$32,446,337.40)	(\$32,446,337.40)	(\$32,446,337.40)	(\$32,438,279.89)
EW0100000		\$8,525,344.96	\$37,316,001.00	\$247,981,312.12	\$285,297,313.12	\$285,297,313.12	\$293,822,658.08
EW0200000		\$475.78	\$0.00	\$0.00	\$0.00	\$0.00	\$475.78
EW0400000		\$58,539.36	\$0.00	\$112,000.00	\$112,000.00	\$112,000.00	\$170,539.36
EW4000000		\$387,465.13	\$382,000.00	\$2,708,000.00	\$3,090,000.00	\$3,090,000.00	\$3,477,465.13
YN0000000		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00
<i>Fund Type Total</i>		\$27,201,159.34	\$46,621,993.00	\$322,662,645.42	\$369,284,638.42	\$369,284,638.42	\$396,485,797.76

Fin Plan: RL Fund Type: TQ Approp: 89X0249.91

EW0300000		\$12,725,819.25	\$0.00	\$0.00	\$0.00	\$0.00	\$12,725,819.25
<i>Fund Type Total</i>		\$12,725,819.25	\$0.00	\$0.00	\$0.00	\$0.00	\$12,725,819.25
<i>Contract Total</i>		\$39,931,978.59	\$46,621,993.00	\$322,832,645.42	\$369,454,638.42	\$369,454,638.42	\$409,386,617.01

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE	OF	PAGES
		1		3

2. AMENDMENT/MODIFICATION NO. A040	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. 01RL14047.011	5. PROJECT NO. (If applicable)
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ISSUED BY U.S. Department of Energy Office of River Protection P.O. Box 450, M/S H6-60 Richland, Washington 99352	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) CH2M Hill Hanford Group, Inc. P.O. Box 1500 Richland, Washington 99352	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC27-99RL14047
		10B. DATED (SEE ITEM 13) 09/30/99
CODE		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 ACKNOWLEDGMENT 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 attached detail

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

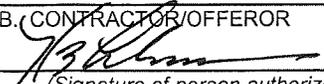
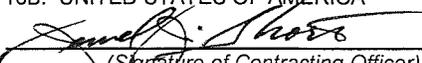
A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH 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	Contract Clause B-2, "Obligation of Funds"

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
OBLIGATION NOTICE NO. 23

The amount of funds obligated by DOE in Section B, clause B.2 is hereby decreased by \$3,080,947.46 from \$409,386,617.01 to \$406,305,669.55.

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) Kevin B. Adamson, CHG	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jewel J. Short, II
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 8/30/01
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 8/30/01

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BNR Control	Budget Ref	Prior Year Uncosted	Amount This Modification	Previous		Total FY Mods	Total BA Avail
				Modifications Signed This FY			
39EW01J20	PRN99D40300	\$6,758,590.33	(\$3,000,000.00)	\$6,771,845.00	\$3,771,845.00	\$10,530,435.33	
39EW02J10	PRN89D17300	\$295.41	\$0.00	(\$182.30)	(\$182.30)	\$113.11	
39EW02J10	PRN94D40700	\$5,735,075.78	\$0.00	\$0.00	\$0.00	\$5,735,075.78	
39EW02J10	PRN97D40200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
39EW02J20	PRN94D40700	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
39EW02J20	PRN97D40200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
39EW02J20	PRN99D40300	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
39EW04J20	PRN01D41400	\$0.00	\$0.00	\$1,297,000.00	\$1,297,000.00	\$1,297,000.00	
820200000		\$8,057.51	(\$1,127,000.00)	(\$32,446,337.40)	(\$33,573,337.40)	(\$33,565,279.89)	
EW0100000		\$8,525,344.96	\$1,078,081.00	\$285,297,313.12	\$286,375,394.12	\$294,900,739.08	
EW0200000		\$475.78	\$0.00	\$0.00	\$0.00	\$475.78	
EW0400000		\$58,539.36	\$0.00	\$112,000.00	\$112,000.00	\$170,539.36	
EW4000000		\$387,465.13	\$20,000.00	\$3,090,000.00	\$3,110,000.00	\$3,497,465.13	
YN0000000		\$1.00	\$0.00	\$0.00	\$0.00	\$1.00	
<i>Fund Type Total</i>		\$27,201,159.34	(\$3,080,947.46)	\$369,284,638.42	\$366,203,690.96	\$393,404,850.30	

Fin Plan: RL Fund Type: TQ Approp: 89X0249.91

EW0300000		\$12,725,819.25	\$0.00	\$0.00	\$0.00	\$12,725,819.25	
<i>Fund Type Total</i>		\$12,725,819.25	\$0.00	\$0.00	\$0.00	\$12,725,819.25	
<i>Contract Total</i>		\$39,931,978.59	(\$3,080,947.46)	\$369,454,638.42	\$366,373,690.96	\$305,669.55	

