

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 0314	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601	7. ADMINISTERED BY (If other than item 6) Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CH2M HILL PLATEAU REMEDIATION COMPANY Attn: ROGER CORMAN PO BOX 1600 RICHLAND WA 99352-1676		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 805603128 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-08RL14788	10B. DATED (SEE ITEM 13) 06/19/2008

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

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

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: Clause I.102, FAR 52.243-2, Changes - Cost Reimbursement
	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. The purpose of this Modification is to definitize change proposal 030 223 1383 submitted to RL by CHPRC on July 29, 2013 (CHPRC-CHPRC-1301972A R3), "200-UP-1 Operable Unit Continued Operations and Maintenance of the S/SX Iterim Extraction System Change Order #223." Contract Revisions are detailed on Page 2 of this modification.  
Period of Performance: 06/19/2008 to 09/30/2018

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

15A. NAME AND TITLE OF SIGNER (Type or print) VICKI BOGENBERGER, VP BUSINESS SERVICES AND CFO	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 1/24/14	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) J. Jeff Short	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 01/24/2014
--------------------------------------------------------------------------------------------------	-------------------------	-----------------------------	-----------------------------------------------------------------------------	-------------------------------	--------------------------------

**SF30 BLOCK 14 CONTINUATION:**

B. Based on negotiations of CHPRC’s cost proposal CP 030 223 1383, the following increases are hereby made to the Contract Cost and Fee within Contract Line Item No. 3:

Cost: \$ 1,691,000  
 Fee: \$ 80,000  
 Total: \$ 1,771,000

C. The above Fee is hereby assigned to Fiscal Year 2015 unallocated fee. This fee will be reflected as such within Contract Section J, Attachment J.4 “Performance Evaluation and Measurement Plan” in an upcoming Contract modification.

D. Until that time, the above fee is reflected in Table B.4-1 as an addition to total available fee, as shown in the table below.

E. Revisions to Table B.4-1 are summarized below:

Option Period Element:	From*	To	Increase
CLIN 3-Estimated Contract Cost	\$706,641,146	\$708,332,146	\$1,691,000
Total Option Period – Estimated Cost	\$2,010,532,942	\$2,012,223,942	\$1,691,000
Total Option Period- Available Fee	\$59,780,350	\$59,860,350	\$80,000
Total Option Period – Contract Price	\$2,070,313,292	\$2,072,084,292	\$1,771,000
Transition, Base & Option Period – Total Contract Cost	\$5,463,868,610	\$5,465,559,610	\$1,691,000
Transition, Base & Option Period – Total Available Fee	\$228,292,150	\$228,372,150	\$80,000
Transition, Base & Option Period – Total Contract Price	\$5,692,160,760	\$5,693,931,760	\$1,771,000

\*The base amounts for revisions identified in Table B.4-1 are from Modification No. 311.

F. Replacement pages B-7 and B-8 are attached to this modification.

G. This modification does not obligate additional funds to the contract. Accordingly, work under the contract, such as that described herein, must be performed within the amount of funds which have been incrementally allotted to the contract in accordance with Clause I.81 - FAR 52.232-22 - Limitation of Funds (Apr 1984).

H. Contractor Statement of Release: In consideration of the modification agreed to herein as complete equitable adjustment for CHPRC Change Proposal CP 030 223 1383, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to CHPRC Change Proposal CP 030 223 1383.

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

End of Modification 314

Table B.4-1, Contract Cost and Contract Fee							
Contract Period	Element	FY 2008					
Transition Period	Estimated Contract Cost	\$3,307,735					
Base Period		FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	Total Base Period
CLIN 1	Estimated Contract Cost	\$264,907,169	\$194,150,760	\$199,658,737	\$191,649,688	\$192,616,918	\$1,042,983,272.09
CLIN 2	Estimated Contract Cost	\$64,388,719	\$45,606,756	\$26,441,959	\$68,039,035	\$53,219,749	\$257,696,218
CLIN 3	Estimated Contract Cost	\$93,042,127	\$88,062,385	\$96,403,918	\$66,781,356	\$129,232,811	\$473,522,598
CLIN 4	Estimated Contract Cost	\$0	\$0	\$0	\$0	\$0	\$0
CLIN 5	Estimated Contract Cost	\$69,188,987	\$77,325,292	\$104,808,485	\$83,428,750	\$34,029,971	\$368,781,486
Total Base Period	Estimated Contract Cost	\$491,527,003	\$405,145,192	\$427,313,099	\$409,898,830	\$409,099,450	\$2,142,983,574
	Available Fee	\$22,875,910	\$19,412,118	\$17,852,099	\$18,134,034	\$14,092,235	\$96,040,685
	Contract Price	\$514,402,913	\$424,557,310	\$445,165,198	\$428,032,863	\$423,191,684	\$2,239,024,258
CLIN 6	Estimated Contract Cost	\$158,591,307	\$554,872,119	\$574,791,707	\$18,789,227	\$0	\$1,307,044,360
Total Recovery Act	Estimated Contract Cost	\$158,591,307	\$554,872,119	\$574,791,707	\$18,789,227	\$0	\$1,307,044,360
	Available Fee	\$3,771,414	\$15,852,276	\$52,847,425	\$0	\$0	72,471,115
	Contract Price	\$162,362,721	\$570,724,395	\$627,639,132	\$18,789,227	\$0	\$1,379,515,475
Total Base Period including Recovery Act	Estimated Contract Cost	\$650,118,310	\$960,017,310	\$1,002,104,807	\$428,688,057	\$409,099,450	\$3,450,027,934
	Available Fee	\$26,647,324	\$35,264,395	\$70,699,523	\$18,134,034	\$14,092,235	\$168,511,800
	Contract Price	\$676,765,634	\$995,281,705	\$1,072,804,330	\$446,822,090	\$423,191,684	\$3,618,539,733
Option Period		FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Total Option Period
CLIN 1	Estimated Contract Cost	\$198,262,977	\$202,207,607	\$204,495,068	\$202,604,730	\$181,853,250	\$989,423,632
CLIN 2	Estimated Contract Cost	\$54,888,220	\$47,340,956	\$18,594,618	\$0	\$0	\$120,823,794
CLIN 3	Estimated Contract Cost	\$140,116,598	\$145,589,853	\$163,464,634	\$121,161,511	\$137,999,550	\$708,332,146
		<del>\$139,821,852</del>	<del>\$145,244,950</del>	<del>\$163,109,350</del>	<del>\$120,777,300</del>	<del>\$137,687,694</del>	<del>\$706,641,146</del>
CLIN 4	Estimated Contract Cost	\$0	\$0	\$6,100,299	\$20,366,263	\$17,059,249	\$43,525,811
CLIN 5	Estimated Contract Cost	\$33,345,793	\$32,605,226	\$46,592,653	\$18,610,813	\$18,964,074	\$150,118,559
Total Option Period	Estimated Contract Cost	\$426,613,589	\$427,743,642	\$439,247,271	\$362,743,317	\$355,876,124	\$2,012,223,942
		<del>\$426,318,842</del>	<del>\$427,398,739</del>	<del>\$438,891,988</del>	<del>\$362,359,106</del>	<del>\$355,564,268</del>	<del>\$2,010,532,942</del>
	Available Fee	\$0	\$0	\$0	\$0	\$0	\$59,860,350
							<del>\$59,780,350</del>
	Contract Price	\$426,613,589	\$427,743,642	\$439,247,271	\$362,743,317	\$355,876,124	\$2,072,084,292
		<del>\$426,318,842</del>	<del>\$427,398,739</del>	<del>\$438,891,988</del>	<del>\$362,359,106</del>	<del>\$355,564,268</del>	<del>\$2,070,313,292</del>
Total: Transition, Base & Option Periods	Total Contract Cost	\$5,465,559,610 \$5,463,868,610					
	Total Available Fee	\$228,372,150 \$228,292,150					
	Total Contract Price	\$5,693,931,760 \$5,692,160,760					

Table B.4-2, Deferred Work		
CLIN 7  Total: Base & Option Periods	Total Contract Cost	\$1,263,890,419
	Total Available Fee	\$45,330,135
	Total Contract Price	\$1,309,220,554

TOTAL ESTIMATED VALUE		
All CLINs  Total: Base & Option Period and Deferred Work	Total Estimated Cost	\$6,729,450,029 \$6,727,759,029
	Total Estimated Fee	\$273,702,285 \$273,622,285
	Total Contract Value	\$7,003,152,314 \$7,001,381,314

**B.5 CHANGES TO CONTRACT COST AND CONTRACT FEE**

(a) Funding.

- (1) DOE intends to obligate funding to the Contract in accordance with the *Contract Price* shown by fiscal year in Table B.4-1, *Contract Cost and Contract Fee*. The Contractor shall not be entitled to an equitable adjustment to *Available Fee* if the obligated funding by fiscal year is within 10% of the amount shown in Table B.4-1.
- (2) If DOE does not obligate funding within the parameters detailed in paragraph (a)(1) above, the Contracting Officer may initiate a change or consider a request for an equitable adjustment to the *Contract Price*, and/or Schedule in accordance with the Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement, Alternates II, III, and IV*.

(b) Performance Risk.

- (1) Changes to *Total Available Fee* will accurately reflect the corresponding changes to the Contract with respect to performance risk as determined by DEAR 915.404-4-70, *DOE Structured Profit and Fee System*, and implementation by the profit-analysis factors defined in FAR 15.404-4, *Profit*. Accordingly, changes to the Contract resulting in an increase or decrease to the Contractor's performance risk as defined in FAR 15.404-4(d)(1), shall cause a proportionate increase or decrease to the *Total Available Fee*.
- (2) If performance risk changes, the Contracting Officer may initiate a change or consider a request for equitable adjustment to *Contract Price* and/or Schedule in accordance with the Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement, Alternates II, III, and IV*.