

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1   1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
106	See Block 16C	10EM002603	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	00601	Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	00601
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.	
CH2M HILL PLATEAU REMEDIATION COMPANY Attn: Reese Bang 2420 Stevens Center Place Richland wa 99354-1659		(x)	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-08RL14788	
		10B. DATED (SEE ITEM 13) 06/19/2008	
CODE	FACILITY CODE		
805603128			

**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)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) I.24-A, FAR 52.216-24, Limitation of Government Liability (Apr 1984)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ 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 modification is to increase the liability limits contained in Contract Clause I.24-A, FAR 52.216-24, Limitation of Government Liability, as shown in Attachment 1.  
FOB: Destination  
Period of Performance: 06/19/2008 to 09/30/2013

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)	
		Jenise C. Connerly	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		Signature on File (Signature of Contracting Officer)	06/23/2010

This modification changes the limits within Clause I.24-A, FAR 52.216-24 Limitation of Government Liability, as follows:

**FROM:**

**I.24-A 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)**

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$664,414,000.00 subject to the following Recovery Act project apportionments:

- WBS 011, Nuclear Material Stabilization and Disposition PFP: \$158,461,000.00
- WBS 013, Solid Waste Stabilization and Disposition: \$114,260,000.00
- WBS 030, Soil and Groundwater Remediation, Groundwater/Vadose Zone: \$72,890,000.00
- WBS 040, Nuclear Facility D&D - Remainder of Hanford: \$185,570,000.00
- WBS 041, Nuclear Facility D&D – River Corridor: \$133,233,000.00.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$664,414,000 subject to the project apportionment shown above.

**TO:**

**I.24-A 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)**

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding ~~\$664,414,000.00~~727,264,000.00 subject to the following Recovery Act project apportionments:

- WBS 011, Nuclear Material Stabilization and Disposition PFP: \$158,461,000.00
- WBS 013, Solid Waste Stabilization and Disposition: ~~\$114,260,000.00~~150,000,000.00
- WBS 030, Soil and Groundwater Remediation, Groundwater/Vadose Zone: ~~\$72,890,000.00~~100,000,000.00
- WBS 040, Nuclear Facility D&D - Remainder of Hanford: \$185,570,000.00
- WBS 041, Nuclear Facility D&D – River Corridor: \$133,233,000.00.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is ~~\$664,414,000~~727,264,000.00 subject to the project apportionment shown above.

Contract Page I-15 is replaced by the revised contract page (Attachment 2).

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

End of Modification 106

- (c) The Contractor shall include the substance of this clause in all subcontracts under this Contract that meet the applicability requirement of FAR 15.408(k).

**I.24-A 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)**

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$727,264,000.00 subject to the following Recovery Act project apportionments:
- WBS 011, Nuclear Material Stabilization and Disposition PFP: \$158,461,000.00
  - WBS 013, Solid Waste Stabilization and Disposition: \$150,000,000.00
  - WBS 030, Soil and Groundwater Remediation, Groundwater/Vadose Zone: \$100,000,000.00
  - WBS 040, Nuclear Facility D&D - Remainder of Hanford: \$185,570,000.00
  - WBS 041, Nuclear Facility D&D – River Corridor: \$133,233,000.00.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$727,264,000.00 subject to the project apportionment shown above.

**I.56 FAR 52.222-39, NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

- (a) *Definition.* As used in this clause—"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.