

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1   7
2. AMENDMENT/MODIFICATION NO. <b>A131</b>	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. <b>27-07RL14047.002</b>	5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>U. S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352</b>	CODE	7. ADMINISTERED BY (If other than item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  <b>CH2M HILL Hanford Group, Inc. P.O. Box 1500 Richland, WA 99352</b>			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC27-99RL14047</b>	
			10B. DATED (SEE ITEM 13) <b>September 30, 1999</b>	
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.

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) - **Increase: \$24,419,813.00**

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

<input 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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>FAR 52.232-22, Limitation of Funds (APR 1984)</b>
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) <b>FAR 52.243-2, Changes – Cost Reimbursement (AUG 1987) – Alternate II (APR 1984)</b>

E. IMPORTANT: Contractor  is not,  is required to sign 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.)**

A. The purpose of this modification is to:

- 1) Incorporate DOE M 231.1-2, (SCRD) Occurrence Reporting and Processing of Operations Information,
- 2) Replace the existing Section J, Appendix K, Special Bank Account Agreement, with updated version;
- 3) Correct administrative errors in the Performance Based Incentive 1 Completion Criteria; and to
- 4) Obligate additional funding to this Contract.

Continued on next page:

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) <b>D. B. Cartmell, Vice President and CFO</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Cloette B. Reid, Contracting Officer</b>
15B. CONTRACTOR/OFFEROR  <i>ORIGINAL SIGNED BY</i>  <i>(Signature of person authorized to sign)</i>	16B. UNITED STATES OF AMERICA  <i>ORIGINAL SIGNED BY</i>  <i>(Signature of Contracting Officer)</i>
15C. DATE SIGNED 12/12/06	16C. DATE SIGNED 12/13/06

B. DOE M 231.1-2, (SCRD) Occurrence Reporting and Processing of Operations Information, is hereby incorporated into Section J, Appendix C;

C. (reserved)

D. Section J, Appendix K, *Special Bank Account Agreement*, is hereby deleted and replaced in its entirety with the following:

The Special Financial Institution Account(s) Agreement for use with the Payments of Cleared Financing Arrangement is effective July 1, 2006 though June 30, 2008. This agreement was reached between the Department of Energy (DOE), CH2M HILL Hanford Group, Inc. (CH2M) as corporation/legal entity, and U.S. Bank National Association, existing under the laws of the State of Delaware, The document is attached and replaces the existing Agreement in total.

E. Completion criteria for Performance Based Incentive 1 has the following corrections:

- (i) PBI Criteria 1.5.b, second sentence, there are five lines listed; two of them duplicates. Change this sentence to read: The lines shall be SL-168, SL-166, SN-266, SN-268 and **SL-162**.
- (ii) PBI Criteria 1.5.d, first bullet and first sentence. Strike the words "and analysis". The sentence should read: Work scope/completion criteria: Completion of 3 core samples.
- (iii) PBI Criteria 1.5.f, first bullet and first sentence. Strike the words "and analysis". The sentence should read: Work scope/completion criteria: Completion of 5 grab samples.

F. As a result of this modification, \$20,000,000.00 is obligated towards the FY07 estimated Budget Authority and \$4,419,813.00 is obligated and distributed as noted in the table below. A total of **\$24,419,813.00** is hereby obligated through this modification.

The following table categorizes FY07 funding appropriations and other obligated amounts.

Accounting & Appropriation Data	FY07 Estimated Budget Authority	Budget Authority Obligated Funds on this Modification	Previously Obligated FY07 Budget Authority Funds	Unobligated Balance of FY07 Estimated Budget Authority
02150 TP 1110909 EY7144141 25400 0420118 0001481	\$262,000,000.00	\$20,000,000.00	\$33,500,000.00	\$208,500,000.00

Other Funding Transactions on this Modification

01050 TF 1715219 LM0102501 25400 000000 0001481	Pension Incremental Funding	\$5,506,926.00
01050 TF 1715220 LM0102502 25400 000000 0001481	Incremental funding to Rocky Flats Medical Account	(\$1,472,113.00)
01050 TF 1715221 LM0102503 25400 000000 0001481	Incremental funding to Rocky Flats Life Insurance	\$288,540.00
01050 TF 1715222 LM0102504 25400 000000 0001481	Incremental funding to Rocky Flats Administrative Account	\$76,460.00

01250 TP 1110460 EW1001204 25400 0420160 0001539	Incremental funding for Printing/Reproduction Support/Site Service	\$20,000.00
<b>Total - Other Funding Transactions</b>		<b>\$4,419,813.00</b>
<b>Total - Obligated Funds per this modification</b>		<b>\$24,419,813.00</b>

G. All other terms and conditions of this contract remain the same.

SPECIAL FINANCIAL INSTITUTION ACCOUNT(S) AGREEMENT  
FOR USE WITH THE  
PAYMENTS CLEARED FINANCING ARRANGEMENT

Agreement, effective the 1<sup>st</sup> day of July, 2006 between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as "DOE"), and CH2M HILL Hanford Group, Inc. (CH2MHILL) as corporation entity, existing under the laws of the State of Delaware CH2M HILL and U.S. Bank National Association, a financial institution corporation existing under the laws of the State of Delaware located at Richland, Washington (hereinafter referred to as "Financial Institution").

### I. RECITALS

1. On the effective date of December 29, 1999, DOE and CH2M HILL entered into Agreement(s) No. DE-AC06-99R114047 (hereinafter "Contract"), providing for the transfer of Government funds on a payment-cleared basis to CH2M HILL.
2. DOE requires that amounts transferred to CH2M HILL under said agreement be deposited in a special demand deposit account or accounts at a financial institution covered by Department of the Treasury – approved Government deposit insurance organizations that are identified in I TFM 6-9000.

These special demand deposits must be kept separate from CH2M HILL's general or other funds, and the parties are agreeable to so depositing said amounts with the Financial Institution.

3. The special demand deposit account(s) shall be designated:
  - a. CH2M HILL Hanford Group, Inc
  - b. CH2M HILL – Controlled Disbursement

### II. COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that:

1. The DOE shall have a title to the credit balance in said account(s) to secure the repayment of all funds transferred to CH2M HILL, and said title shall be superior to any lien, title, or claim of the Financial Institution or others with respect to such accounts.
2. The Financial Institution shall be bound by the provisions of said Contract between DOE and CH2M HILL relating to the transfer of funds into and withdrawal of funds from the above special demand deposit account(s), which are hereby incorporated into this Agreement by reference, but the Financial Institution shall not be responsible for the application of funds properly withdrawn from said Account(s).

After receipt by the Financial Institution of written directions from CH2M HILL, the Financial Institution shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Financial Institution from CH2M HILL, and purporting to be signed by, or signed at the written direction of CH2M HILL may, insofar as the rights, duties, and liabilities of the Financial Institution are concerned, shall be considered as having been properly issued and filed with the Financial Institution by CH2M HILL.

3. DOE, CH2M HILL, or its authorized representatives, shall have access to financial records maintained by the Financial Institution with respect to such special demand deposit account(s) at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of financial records and any or all memoranda, checks, payments requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution for a period of six (6) years after the final payment under the Agreement.
4. In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account(s), the Financial Institution shall promptly notify CH2M HILL at:

Mr. Kevin B. Adamson  
Controller and Deputy Chief Financial Officer  
CH2M HILL Hanford Group, Inc.  
PO Box 1500, MS-H6-11  
Richland, WA 99352

5. CH2M HILL shall authorize funds that shall remain available to the extent that obligations have been incurred on good faith there under by CH2M HILL to the Financial Institution for the benefit of the special demand deposit account(s). The Financial Institution agrees to honor upon presentation for payment all payments issued by CH2M HILL and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero as administratively possible.

The Financial Institution shall draw funds from an Automated Standard Application for Payment (ASAP) 1031 system account at the Federal Reserve Bank of Richmond (FRB-Richmond) for credit to CH2M HILL's account. The Financial Institution must determine the cutoff time for processing payments and deposits to ensure same day credit. The draw down is affected by sending an online request for funds (type code 1031) to FRB-Richmond via Fedwire by 5:45 p.m. Eastern time.

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in RFP 20051031. The Financial Institution agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges" contained in the Financial Institution's aforesaid proposal will remain constant during the term of this Agreement. The Financial Institution shall calculate the monthly fees based on services rendered and invoice

CH2M HILL. CH2M HILL shall issue a check or automated clearing house authorization transfer to the Financial Institution in payment thereof.

6. The Financial Institution shall post collateral, acceptable under Department of the Treasury Circular 176, with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement, less the Department of the Treasury-approved deposit insurance.
7. This Agreement, with all its provisions and covenants, shall be in effect for a term beginning on July 1, 2006 and ending June 30, 2008 with an option to extend for an additional three, one year option periods, unless earlier terminated as provided in this Agreement.
8. DOE, CH2M HILL, or the Financial Institution may terminate this Agreement at any time within the Agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.
9. DOE or CH2M HILL may terminate this Agreement at any time upon 30 days written notice to the Financial institution if DOE or CH2M HILL, or both parties, find that the Financial Institution has failed to substantially perform its obligations under this Agreement or that the Financial Institution is performing its obligations in a manner that precludes administering the program in an effective and efficient manner or that precludes the effective utilization of CH2M HILL's cash resources.
10. Notwithstanding the provisions of Covenants 8 and 9, in the event that the , Contract referenced in Recital 1 between DOE and CH2M HILL is not renewed or is terminated, this Agreement between DOE, CH2M HILL, and the Financial Institution shall be terminated automatically upon the delivery of written notice to the Financial Institution.
11. In the event of termination, the Financial Institution agrees to retain CH2M HILL's special demand deposit account(s) for an additional 90-day period to clear outstanding payment items.

This agreement shall continue in effect for the 90-day additional period, with the exception of the following:

1. Term Agreement (Covenant 7)
2. Termination of Agreement (Covenants 8 and 9)


All terms and conditions of the aforesaid bid submitted by the Financial Institution that are not inconsistent with this 90-day additional term shall remain in effect for this period.

The Financial Institution has submitted the forms entitled "Technical Representations and Certifications", and "Schedule of Financial Institution Processing Charges", These forms have been accepted by CH2M HILL and the Government and are incorporated

herein with the document entitled "Financial Institution's Information on Payments Cleared Financing Arrangement" as an integral part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement, which consists of five pages, including signature pages, to be executed as of the day and year first above written.

FOR CH2M HILL HANFORD GROUP, INC.

Signature 

Name: Kevin B Adams  
Title: Deputy CFO & Controller  
Date: June 22, 2006

FOR THE FINANCIAL INSTITUTION  
U.S. BANK, N.A.

Signature 

Name: Gail Heinselman  
Title: CTP, Vice President  
Date: June 21, 2006

FOR THE UNITED STATES OF AMERICA, DOE

Signature 

Name: Cloette B. Reid  
Title: Contracting Officer  
Date: 6-23-06