

|   |                                    |  |  |  |
|---|------------------------------------|--|--|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT  |                                    | 1. CONTRACT ID CODE  | PAGE OF PAGES<br>1 2                                     |  |
| 2. AMENDMENT/MODIFICATION NO.<br>0013   | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ. NO.   | 6. PROJECT NO. (If applicable)                           |  |
| 8. ISSUED BY<br>Idaho Operations<br>U.S. Department of Energy<br>Idaho Operations<br>1955 Fremont Avenue<br>Idaho Falls ID 83415  | CODE<br>00701                      | 7. ADMINISTERED BY (If other than Item 6)<br>Idaho Operations<br>U.S. Department of Energy<br>Idaho Operations<br>1955 Fremont Avenue<br>MS 1221<br>Idaho Falls ID 83415 | CODE<br>00701  |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>FLUOR IDAHO, LLC<br>Attn: AMANDA JORDAN<br>1070 RIVERWALK DRIVE, SUITE 201<br>IDAHO FALLS ID 83402 |                                    | (x)  | 9A. AMENDMENT OF SOLICITATION NO.                        |  |
| CODE 968795604  |                                    | 9B. DATED (SEE ITEM 11)  |  |  |
| FACILITY CODE   |                                    | x  | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>DE--EM0004083 |  |
|   |                                    | 10B. DATED (SEE ITEM 13)<br>02/04/2016   |  |  |

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<br>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. Section I.100, Changes - Cost Reimbursement (AUG1987) and Alternate II and II (APR 1984) |
|                | 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)   |

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.)

Tax ID Number: 45-2724914

DUNS Number: 968795604

Please refer to the continuation pages incorporated as part of this modification. The contractor is directed to continue operations in accordance with Section B.2.

Delivery Location Code: 00701

Idaho Operations

U.S. Department of Energy

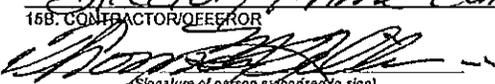
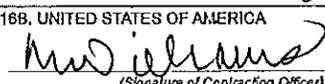
Idaho Operations

1955 Fremont Avenue

Idaho Falls ID 83415 US

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 8 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|   |  |
|---|--|
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br>Thomas M. Williams<br>Director, Prime Contracts  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>MARIA M. MITCHELL - Williams |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign)   | 15C. DATE SIGNED<br>9/7/16   |
| 16B. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>9/7/2016   |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EM0004083/0013

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NAME OF OFFEROR OR CONTRACTOR  
FLUOR IDAHO, LLC

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 00006           | <p>Payment:<br/>                     OR for Idaho<br/>                     U.S. Department of Energy<br/>                     Oak Ridge Financial Service Center<br/>                     P.O. Box 6017<br/>                     Oak Ridge TN 37831</p> <p>FOB: Destination<br/>                     Period of Performance: 06/01/2016 to 05/31/2021</p> <p>Change Item 00006 to read as follows (amount shown is the total amount):</p> <p>NOTE: The IWTU Operations and Turnover Option CLIN 00006 was exercised at time of contract award.</p> <p>IWTU Operations and Turnover (Option CLIN)<br/>                     Line item value is:: \$70,282,648.00<br/>                     Incrementally Funded Amount: \$29,097,179.00</p> <p>This modification increases the total amount of line 0006 by \$20,288,774.00 from \$49,993,874.00 to \$70,282,648.00.</p> |                 |             |                   | 70,282,648.00 |

This modification is being made under the authority of contract clause Section I.100, *Changes – Cost Reimbursement (AUG 1987) - Alternate II and III (APR 1984)*.

The modification definitizes a Change Order per Modification 004, dated May 17, 2016, for work scope incorporated under CLIN-6 Section C.6.1, Integrated Waste Treatment Unit (IWTU) Operations and Turnover.

The following changes are hereby made to the contract:

1. **SECTION B.2 (c) CONTRACT COST AND FEE SCHEDULE** is revised as follows:

CLIN-6: Integrated Waste Treatment Unit (IWTU) Operations and Turnover:

IWTU Phase One, IWTU Process Assessment, is negotiated at a direct cost of \$19,331,848. Fixed fee is 4.95% of the direct costs, totaling \$956,926.

The estimated cost for CLIN-6 sodium bearing waste processing remains unchanged with this contract modification.

Summary:

The Contract Value is increased by \$20,288,774 (estimated direct cost and fixed fee) from \$1,500,796,374 to \$1,521,085,149.

The attached B.2(c) Fee Model has been updated to reflect the adjustment to CLIN-6.

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| <b><u>CLIN 00001 - TARGET ICP-CORE DOE MISSION WORK (BASE)</u></b>                      |                       |                  |            |               |
|---|-----------------------|------------------|------------|---------------|
|   | Target Cost           | Max Fee          | Target Fee | Total Price   |
| Direct Target Cost w/ ID Spt (No Options Included)                                      | 761,108,406           | 136,206,031      |            | 1,187,990,052 |
| Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)                                   | 290,675,615           |                  |            |               |
|   | 1,051,784,021         |                  |            |               |
| Target Fee  |                       |                  | 52,063,309 |               |
| Subtotal Milestone-Schedule & Performance Fee (B.3(d))                                  |                       | 88,496,634       |            |               |
| Subtotal Incremental Cost Incentive Fee   |                       | 47,709,397       |            |               |
| Cost Incentive Breakout   |                       |                  |            |               |
| Cost Incentive (Max)  |                       | 47,709,397       |            | 12.95%        |
| Cost Incentive (Target)   |                       |                  | 18,236,410 | 4.95%         |
| <b><u>CLIN 00002 - TARGET ICP CORE NNPP PPF WORK SCOPE</u></b>                          |                       |                  |            |               |
|   | Target Cost           | Max Fee          | Target Fee | Total Price   |
| Navy (Pieces, Parts and Fines - 102 Cans)   | 61,158,338            | 7,920,005        | 3,027,338  | 69,078,343    |
| Milestone-Schedule & Performance  |                       | 5,148,003        | 1,967,770  |               |
| Cost Incentive (Max)  |                       | 2,772,002        | 1,059,568  |               |
| <b><u>CLIN 00003 - NON-TARGET ICP CORE WORK SCOPE</u></b>                               |                       |                  |            |               |
|   | Estimated Cost        | Fee              |            | Total Price   |
| Navy (SNF)  | 12,526,501            | 620,062          |            | 13,146,563    |
| <b><u>CLIN 00004 - CONTRACT TRANSITION PERIOD</u></b>                                   |                       |                  |            |               |
| Transition  | 6,811,889             | 0                |            | 6,811,889     |
| <b><u>CLIN 00005 - DEFINED BENEFIT PENSION PLAN COSTS</u></b>                           |                       |                  |            |               |
| Pension   | 70,900,000            | 0                |            | 70,900,000    |
| <b><u>CLIN 00006 INTEGRATED WASTE TREATMENT UNIT (IWTU) OPERATIONS AND TURNOVER</u></b> |                       |                  |            |               |
|   | Estimated Cost        | Max Fee          |            | Fee / Gal     |
| IWTU Ops (C.6.1)  | 44,438,999            | 5,554,875        |            | \$ 6.53       |
|   | <b>Estimated Cost</b> | <b>Fixed Fee</b> |            |               |
| IWTU Phase 1 - Process Assessment (C.6.1.1)   | 19,331,848            | 956,926          |            |               |
| <b><u>Total Contract Cost (Excluding Options)</u></b>                                   |                       |                  |            |               |
|   | Contract Cost         | Max Fee          | Target Fee | Total Price   |
|   | 1,266,951,596         | 151,257,899      | 55,090,647 | 1,418,209,495 |
| <b><u>Total Contract Cost (Includes Options)</u></b>                                    |                       |                  |            |               |
| Priced Options  | Target Cost           | Max Fee          | Target Fee | Total Price   |
| 00001a - GrndWtr Monitoring Wells / CFA Landfill  | 1,810,349             | 234,440          | 89,612     | 2,044,789     |
| 00001b - GrdWtr Monitoring Wells/TAN Rem  | 1,446,663             | 187,343          | 71,610     | 1,634,006     |
| 00001c - Legacy Excess Radioactive/Haz Materials  | 24,820,741            | 3,214,286        | 1,228,627  | 28,035,027    |
| 00001d - RCRA Closure of AMWTP Facilities   | 30,566,310            | 3,958,337        | 1,513,032  | 34,524,647    |
| 00001e - Additional Temporary Storage   | 6,567,836             | 850,535          | 325,108    | 7,418,371     |
| 00001f - RH TRU Lot 11 Option Work  | 13,490,500            | 1,747,020        | 667,780    | 15,237,520    |
| 00001g - RH TRU Lot 12 Option Work  | 12,378,304            | 1,602,990        | 612,726    | 13,981,294    |
| Total Options   | 91,080,703            | 11,794,951       | 4,508,495  | 102,875,654   |
| Total Contract Cost (Includes Options) and Max Fee                                      | 1,358,032,299         | 163,052,850      | 59,599,141 | 1,521,085,149 |
| <b><u>Contract Performance Ceiling (B.6)</u></b>  |                       |                  |            |               |
| Contract Performance Ceiling  | 1,276,406,785         |                  |            |               |

No other changes to Section B.2.

2. **SECTION C.6.1.1, INTEGRATED WASTE TREATMENT UNIT (IWTU) PHASE ONE, PROCESS ASSESSMENT** is incorporated as follows:

The Contractor's Project Plan of IWTU Resolution and Technical Issues, Revision 1, dated June 29, 2016, is incorporated herein and attached hereto (Attachment A).

Attachment A is included with this contract modification.

3. **CONTRACTOR'S STATEMENT OF RELEASE:** In consideration of the modification agreed to herein as a complete equitable adjustment for the directed change to incorporate the work scope under CLIN-6 Section C.6.1.1, Integrated Waste Treatment Unit (IWTU) Phase One, Process Assessment, and in accordance with contract Section I.100 52.243-2 Changes—Cost Reimbursement Alt II and III, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal for adjustment. The total price of the equitable adjustment for CLIN-6 is \$20,288,774.

No other changes to the terms and conditions.

Contact the Contracting Officer for questions  
related to Attachment A