

2. AMENDMENT/MODIFICATION NO. 0020 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 00701 7. ADMINISTERED BY (If other than Item 6) CODE 00701
 Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue Idaho Falls ID 83415
 Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue MS 1221 Idaho Falls ID 83415

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 FLUOR IDAHO, LLC
 Attn: AMANDA JORDAN
 1070 RIVERWALK DRIVE, SUITE 201
 IDAHO FALLS ID 83402
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. x DE-EM0004083
 10B. DATED (SEE ITEM 13) 02/04/2016
 CODE 968795604 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 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 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. Contract Clause I.100
 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 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jennifer K. Cate
 15B. CONTRACTOR/OFFEROR
 15C. DATE SIGNED 9-30-16
 15D. UNITED STATES OF AMERICA
 15E. DATE SIGNED 9/30/16
 (Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0020

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NAME OF OFFEROR OR CONTRACTOR
FLUOR IDAHO, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>Mark For: Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue Idaho Falls ID 83415</p> <p>Payment: OR for Idaho U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831</p> <p>FOB: Destination Period of Performance: 06/01/2016 to 05/31/2021</p> <p>Change Item 00001 to read as follows (amount shown is the total amount):</p> <p>Target ICP-Core DOE Mission Work Line item value is:: \$1,207,347,936.00 Incrementally Funded Amount: \$130,595,282.56</p> <p>This modification increases CLIN 0001 value by \$9,280,113.00 (target cost and target fee) from \$1,194,928,033.00 to \$1,198,067,823.00 to \$1,207,347,936. The contractor is directed to continue operations in accordance with Section B.2.</p>				1,207,347,936.00

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)*. This modification incorporates work scope under Section C (see below).

The following changes are hereby made to the contract:

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

CLIN-1: Target ICP Core DOE Mission Work Scope (Base):

The Direct Target Cost is increased by \$8,842,414 from \$764,100,107 to \$772,942,521.

The Cost Incentive (Target) is increased by \$437,699 from \$18,384,500 to \$18,822,199.

The Cost Incentive (Maximum) is increased by \$1,145,093 from \$48,096,822 to \$49,241,915. The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly increased by \$1,145,093 from \$136,593,456 to \$137,738,549.

Summary:

The Total Contract Value, including options, is increased by \$9,987,507 (target cost and max fee) from \$1,524,464,276 to \$1,534,451,782.

The attached B.2(c) Fee Model has been updated to reflect the adjustment to CLIN-1.

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<u>CLIN 00001- TARGET ICP-CORE DOE MISSION WORK (BASE)</u>				
	Target Cost	Max Fee	Target Fee	Total Price
Direct Target Cost w/ ID Spt (No Options Included)	772,942,521	137,738,549		1,201,356,685
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	290,675,615			
	1,063,618,136			
Target Fee			52,649,098	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		88,496,634		
Subtotal Incremental Cost Incentive Fee		49,241,915		
Cost Incentive Breakout				
Cost Incentive (Max)		49,241,915		12.95%
Cost Incentive (Target)			18,822,199	4.95%
<u>CLIN 00002 - TARGET ICP CORE NNPP PPF WORK SCOPE</u>				
	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	
<u>CLIN 00003 - NON-TARGET ICP CORE WORK SCOPE</u>				
	Estimated Cost	Fee		Total Price
Navy (SNF)	12,526,501	620,062		13,146,563
<u>CLIN 00004- CONTRACT TRANSITION PERIOD</u>				
Transition	6,811,889	0		6,811,889
<u>CLIN 00005 - DEFINED BENEFIT PENSION PLAN COSTS</u>				
Pension	70,900,000	0		70,900,000
<u>CLIN 00006 INTEGRATED WASTE TREATMENT UNIT (IWTU) OPERATIONS AND TURNOVER</u>				
	Estimated Cost	Max Fee		Fee / Gal
IWTU Ops (C.6.1)	44,438,999	5,554,875		\$ 6.53
	Estimated Cost	Fixed Fee		
IWTU Phase 1 - Process Assessment (C.6.1.1)	19,331,848	956,926		
<u>Total Contract Cost (Excluding Options)</u>				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,278,785,711	152,790,417	55,676,435	1,431,576,128
<u>Total Contract Cost (Includes Options)</u>				
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	1,369,866,414	164,585,368	60,184,930	1,534,451,782
<u>Contract Performance Ceiling (B.6)</u>				
Contract Performance Ceiling	1,289,773,418			

No other changes to Section B.2(c).

- SECTION B.6 (a)(2) CONTRACT PERFORMANCE CEILING**, is revised as follows:

The current Contract Performance Ceiling (CPC) is increased by \$9,987,507 from \$1,279,785,911 to \$1,289,773,418. This includes the work scope incorporated with this contract modification.

No Other Changes to B.6.

3. **SECTION C.4.3.01, Idaho CERCLA Disposal Facility (ICDF)** *is modified to revise the end date and remove the language related to an Interface Agreement with a separate DOE Construction/D&D prime contractor as follows:*

The Contractor shall operate and maintain the Idaho CERCLA Disposal Facility (ICDF) through the end of the contract period of performance. The Contractor shall dispose of CERCLA soil and debris in the landfill, and dispose of CERCLA waste liquids in the evaporation ponds, in accordance with the Operable Unit 3-13 Records of Decision (DOE/ID-10660) and the following documents:

- ICDF Complex Remedial Action Work Plan (DOE/ID-10984)
- ICDF Complex Operations and Maintenance (O&M) Plan (DOE/ID-11000)
- ICDF Groundwater Monitoring Plan (DOE/ID-10955)
- ICDF Operational and Monitoring Sampling and Analysis Plan (DOE/ID-11005)
- ICDF Waste Acceptance Criteria (DOE/ID-10881)
- ICDF Complex Waste Profile and Verification Sample Guidance (DOE/NE-ID-11175)
- Health and Safety Plan for ICDF INEEL/EXT-01-01318
- DOE Order 435.1, Disposal Authorization Statement through the end of the contract period of performance, including submittal ICDF DOE Order 435.1 annual report.
- ICDF Waste Placement Plan (EDF-ER-286)

The negotiated estimated direct cost under CLIN-1 is \$8,400,000 with a target fee of \$415,800 and a max fee of \$1,087,800.

No other changes to this section.

4. **SECTION C.5.1.04 CH-TRU Characterization and Certification** *is modified to include scope related to CCP Records Disposition as follows:*

The Contractor shall establish a contract mechanism with Nuclear Waste Partnership (NWP) to complete disposition and storage of remaining Central Characterization Program (CCP) characterization records transition for previously characterized Advanced Mixed Waste Treatment Project (AMWTP) and Accelerated Retrieval Project (ARP) wastes. These records shall be dispositioned by NWP in accordance with CCP's Records Inventory Disposition Schedule. Records generated during the process of CCP performing characterization and certification will be dispositioned and stored at the Waste Isolation Pilot Plant Records Archive.

The negotiated estimated direct cost under CLIN-1 is \$337,414 with a target fee of \$16,702 and a max fee of \$43,695.

No other changes to this section.

5. SECTION C.8.1.01.03 Multifactor Authentication Implementation *is incorporated as follows:*

The Contractor shall work towards achieving 100% MFA compliance with exceptions that include Industrial Control Systems (ICS), non-Windows systems (e.g., UNIX), and other systems that cannot technically accommodate MFA by September 30, 2016. Approximately 1,930 card readers shall be installed to achieve this objective.

The negotiated estimated direct cost under CLIN-1 is \$105,000 with a target fee of \$5,198 and a max fee of \$13,598.

6. 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 identified in this modification, 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-1 is \$9,987,507.

No other changes to the terms and conditions.