

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue Idaho Falls ID 83415	CODE 00701	7. ADMINISTERED BY (If other than Item 6) Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue MS 1221 Idaho Falls ID 83415	CODE 00701
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		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 968795604 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0004083	
		10B. DATED (SEE ITEM 13) 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 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 (AUG 1987) and Alternate II and III (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 \_\_\_\_\_ 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

The purpose of this modification is to modify CLIN 00006, Integrated Waste Treatment Unit (IWTU) Operations and Turnover. Refer to the Continuation Page incorporated with this modification.

Payment:

OR for Idaho

U.S. Department of Energy

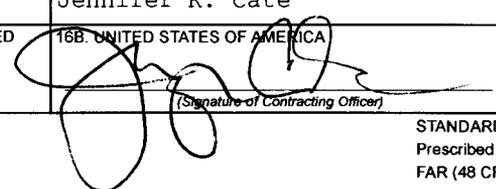
Oak Ridge Financial Service Center

P.O. Box 6017

Oak Ridge TN 37831

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jennifer K. Cate
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 5/17/16

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EM0004083/0004

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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)
	Period of Performance: 06/01/2016 to 05/31/2021				

The purpose of this modification is to modify CLIN 00006, Integrated Waste Treatment Unit (IWTU) Operations and Turnover. This modification corrects the assumption that IWTU would be fully operational when the Contractor began work under the Contract. This modification is being made under the authority of the contract clause Section I.99, *Changes – Cost Reimbursement (AUG 1987) - Alternate II and III (APR 1984)*.

Effective June 1, 2016, the Contractor is authorized a not to exceed (NTE) of \$10M in direct costs for the work under this modification, consistent with the other contract terms and conditions of the contract and until this change is definitized. The NTE does not include fee or the overhead allocation from CLIN 00001. Once negotiations are finalized, Section B and CLIN 00006 will be revised accordingly as part of the definitized modification.

The following changes are hereby made to the contract:

1. SECTION C.6.1, Integrated Waste Treatment Unit (IWTU) Operations and Turnover (PRICED OPTION) is replaced in its entirety as follows:

The Contractor shall make IWTU fully operational. The Contractor shall operate and maintain the IWTU from the date at which IWTU is fully operational until loss of suction on all four tanks named below, to complete treatment of an estimated 900,000 gallons of Sodium-Bearing Waste (excluding rinsate) from INTEC Tanks WM-187, WM-188, WM-189, and WM-190 and store the waste product in the IWTU storage area.

Fully operational is defined as processing radioactive liquid waste from the INTEC Tank Farm through the IWTU to produce a granular product to be stored in canisters and vaults at the IWTU. Fully operational does not require satisfying the design name plate throughput valve. Loss of suction is defined as when suction is lost on the existing steam jets currently installed in the tanks. The Contractor shall assume at least two maintenance outages that will each last a period of two months. Transfer of the third party fully-paid up license for steam reforming from the incumbent contractor to the Contractor will occur prior to the Contractor taking over IWTU.

C.6.1 is not part of the contract's Section B.6 Contract Performance Ceiling. The IWTU priced option is fully cost reimbursement separate CLIN (CLIN 00006) with a fixed fee component and none of the fee, once earned, can be clawed-back based on performance on the IWTU scope or any other areas of the contract.

No other changes to the terms and conditions.