

2. AMENDMENT/MODIFICATION NO. 0010
 3. EFFECTIVE DATE See Block 16C
 4. REQUISITION/PURCHASE REQ. NO.
 5. PROJECT NO. (if applicable)

6. ISSUED BY CODE 00701
 Idaho Operations
 U.S. Department of Energy
 Idaho Operations
 1955 Fremont Avenue
 Idaho Falls ID 83415
 7. ADMINISTERED BY (if other than item 6) CODE 00701
 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.
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO.
 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 19, 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)
 See Schedule

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 1.100, 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 data, 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 shall continue operations in accordance with Section B.2.
 Payment:
 OR for Idaho
 U.S. Department of Energy
 Oak Ridge Financial Service Center
 P.O. Box 6017
 Oak Ridge TN 37831
 Period of Performance: 06/01/2016 to 05/31/2021

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)
 Director, Prime Contracts
 Thomas, M. Williams
 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 MARIA M. MITCHELL - Williams
 15B. CONTRACTOR/OFFEROR
 15C. DATE SIGNED
 5-15-16
 15B. UNITED STATES OF AMERICA
 15C. DATE SIGNED
 8/15/16

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0010

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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)
	Mark For: Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue Idaho Falls ID 83415 Payment: OR for Idaho U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831 FOB: Destination Period of Performance: 06/01/2016 to 05/31/2021 Change Item 00001 to read as follows (amount shown is the total amount):				
00001	Target ICP-Core DOE Mission Work Line item value is:: \$1,194,928,033.00 Incrementally Funded Amount: \$81,364,007.00 Note: For CLIN 00001 the total CLIN value reflects the target cost and target fee, including CLINs 00001a - 00001g. Refer to continuation pages incorporated as part of this modification. Change Item 00002 to read as follows (amount shown is the total amount):				1,194,928,033.00
00002	Target ICP-Core Naval Nuclear Propulsion Program (NNPP) - Pieces, Parts, Fines (PPF) Line item value is:: \$64,185,676.00 Incrementally Funded Amount: \$8,511,955.00 Note: For CLIN 00002 the total CLIN value reflects the target cost and target fee. Refer to continuation pages incorporated as part of this modification. Change Item 00004 to read as follows (amount shown is the total amount):				64,185,676.00
00004	Transition Period Line item value is:: \$6,811,889.00 Incrementally Funded Amount: \$6,051,542.00 Continued ...				6,811,889.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0010

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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)
	<p>Delivery: 90 Days After Notice to Proceed</p> <p>Note: For CLIN 00004 the total CLIN value reflects the negotiated direct cost, including IWTU Track 1 and 2. Refer to continuation pages incorporated as part of this modification.</p>				

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 005, dated May 18, 2016, for work scope incorporated under CLIN-1 Section C.6.5, Calcine Retrieval Project; and a Change Order per Modification 002, dated March 8, 2016, for transition of the Integrated Waste Treatment Unit (IWTU) work scope incorporated under CLIN-4 Section C.2.0, General Transition Scope.

The following changes are hereby made to the contract:

1. **SECTION B.2 (a) 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 \$442,956 from \$760,665,450 to \$761,108,406.

The Cost Incentive (Target) is increased by \$21,926 from \$18,214,484 to \$18,236,410.

The Cost Incentive (Maximum) is increased by \$57,363 from \$47,652,034 to \$47,709,397. The overall CLIN-1 Max Fee is correspondingly increased by \$57,363 from \$136,148,668 to \$136,206,031.

CLIN-4: Contract Transition Period:

The estimated cost is increased by \$1,056,927 from \$5,754,962 to \$6,811,889.

Summary:

The Contract Value is increased by \$1,557,246 (estimated direct cost and max fee) from \$1,499,239,128 to \$1,500,796,374.

The attached B.2(a) Fee Model has been updated to reflect the adjustment to CLINs 1 and 4.

<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)	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%
<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	44,438,999	5,554,875		\$ 6.53
<u>Total Contract Cost (Excluding Options)</u>				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,247,619,748	150,300,972	55,090,647	1,397,920,720
<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	1,338,700,451	162,095,923	59,599,142	1,500,796,374
<u>Contract Performance Ceiling (B.6)</u>				
Contract Performance Ceiling	1,276,406,785			

No other changes to Section B.2.

2. **SECTION B.6 (a) CONTRACT PERFORMANCE CEILING** is revised to incorporate (a)(1) as follows:

(a)(1) The current Contract Performance Ceiling (CPC) is increased by \$1,557,246 from \$1,274,849,539 to \$1,276,406,785. This includes the work scope incorporated under CLIN-1 C.6.5, Calcine Retrieval Project (\$500,319, estimated cost and max fee) and CLIN-4 C.2.0 Contract Transition Period (\$1,056,927, estimated cost).

No other changes to Section B.6.

3. **SECTION C.6.5, CALCINE RETRIEVAL PROJECT** is revised in its entirety as follows:

The Contractor shall complete the following:

- A conceptual design and schedule for transferring calcine from Calcined Solids Storage Facility (CSSF)-1 to CSSF-6. The conceptual design and schedule shall be transmitted to DOE by September 30, 2016.
- In conjunction with the conceptual design and schedule, the Contractor shall complete a detailed cost estimate for the Fiscal Year (FY) 2017 work implementing the conceptual design and regulatory strategy. This estimate shall also include a ROM estimate for the remaining work from FY 2018 to FY 2021. This ROM should include reasonable assumptions as it will be used for planning purposes.
- A regulatory strategy for completing RCRA Closure of CSSF-1. The regulatory strategy shall be transmitted to DOE by September 30, 2016.

4. **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-1 Section C.6.5, Calcine Retrieval Project and CLIN-4, Section C.2.0, Contract Transition Period, 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 \$500,319 and \$1,056,927 for CLIN-4.

Should the CLIN-4 IWTU transition costs increase or decrease due to final accrual adjustments, a contract modification will be issued to reflect the adjustment to CLIN-4 and B.6(a) CPC.

No other changes to the terms and conditions.