

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 0112 See Block 16C

6. ISSUED BY CODE 892432 7. ADMINISTERED BY (If other than Item 6) CODE 00701

Idaho Operations Office
 Idaho Operations
 U.S. Department of Energy
 Idaho Operations
 Idaho Falls ID 89415

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. 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	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.
	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: I.100 52.243-2 Changes - Cost Reimbursement (Aug 1987) Alt II and III (Apr 1984)
	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.)

DUNS Number: 968795604
 The purpose of this modification is to incorporate changes specific to CLIN-1 and CLIN-3. Please refer to the continuation pages incorporated as part of this modification. The Contractor is directed to continue operations in accordance with contract 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
 FOB: Destination
 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) Thomas M. Williams
 Director, Prime Contracts

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jennifer K. Cate

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (Signature of person authorized to sign) 1/22/19 (Signature of Contracting Officer) 1.22.19

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0112

PAGE OF
2 2

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>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: \$1,437,215,722.00 Incrementally Funded Amount: \$1,175,166,822.19</p> <p>This modification incorporates change specific to CLIN-1 and CLIN-3.</p> <p>The total contract Value (including options) is increased by \$1,488,520 from \$1,556,890,098 to \$1,558,378,619. See continuation pages below for further details.</p>				1,437,215,722.00

This modification is being made under the authority of the contract clause Section I.100, *Changes – Cost Reimbursement (AUG 1987) - Alternate II and III (APR 1984)*. This bilateral contract modification (1) definitizes the equitable adjustment to increase the contract target indirect cost and fee under CLIN-1 for new work scope associated with the updated requirements in DOE Order 151.1D; (2) increases the CLIN-1 target direct cost for a previous inadvertent error under C.6.4 – Incidental D&D with Modification 104, dated November 15, 2018; (3) removes scope from section C.6.5.01 – Calcine Retrieval Project FY18 under CLIN-3; and (4) revises Sections C, H, I, J – Attachment J-1, List of Applicable DOE Directives (List B) and J – Attachment 10 Contractor’s Small Business Subcontracting Plan as detailed below.

The following changes are hereby made to the contract:

1. SECTION B.2 CONTRACT COST AND FEE SCHEDULE is revised as follows:

CLIN-1: Target ICP Core DOE Mission Work Scope (Base) is revised to incorporate the change stated above.

The Direct Target Cost is increased by \$1,000,000 from 735,833,861 to 736,833,861.

The Indirect Target Cost is increased by \$431,500 from \$260,018,076 to \$260,449,576.

The Total Target Cost is increased by \$1,431,500 from \$995,851,937 to \$997,283,437.

The Cost Incentive (Target) is increased by \$70,859 from \$17,106,916 to \$17,177,775.

The Cost Incentive (Maximum) is increased by \$185,379 from \$44,754,456 to \$44,939,835. The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly increased by \$185,379 from \$128,962,826 to 129,148,205.

CLIN-3: Non-Target work scope is revised as follows:

The estimated direct cost for this scope is decreased by \$122,305 from \$29,239,472 to \$29,117,167.

The estimated fee for this scope is decreased by \$6,054 from \$1,612,101 to \$1,606,047.

Summary:

The Total Contract Value, including options, is increased by \$1,488,521 from \$1,556,890,098 to \$1,558,378,619.

The attached B.2(c) Fee Model has been updated to reflect the adjustment to CLIN-1 and CLIN-3.

[Next Page]

B.2(c) Table				
<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)	736,833,861	129,148,205		1,126,431,642
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	260,449,576			
	997,283,437			
Target Fee			49,365,530	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		84,208,370		
Subtotal Incremental Cost Incentive Fee		44,939,835		
Cost Incentive Breakout				
Cost Incentive (Max)		44,939,835		12.95%
Cost Incentive (Target)			17,177,775	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)	47,162,415	6,107,533	2,334,540	53,269,948
Milestone-Schedule & Performance		5,136,375	1,963,325	
Cost Incentive (Max)		971,158	371,215	
<u>CLIN 00003 - NON-TARGET ICP CORE WORK SCOPE</u>				
	Estimated Cost	Fee		Total Price
Total Non-Target Work Scope (See Contracting Officer for Breakout)	29,117,167	1,606,048		30,723,215
<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	Total Price
IWTU Ops (C.6.1)	44,307,931	5,538,491	\$ 6.53	\$ 49,846,422
	Estimated Cost	Fee		
IWTU Phase 1 - Process Assessment (C.6.1.1) (Fixed Fee)	19,331,848	956,926		\$ 20,288,774
IWTU Phase 2 - Technical Issue Resolution (C.6.1.2) (Milestone Fee)	73,419,915	5,523,919		\$ 78,943,834
Total (Excluding C.6.1 IWTU Ops)	\$ 92,751,763	\$ 6,480,845		\$ 99,232,608
<u>Total Contract Cost (Excluding Options)</u>				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,288,334,602	148,881,122	51,700,070	1,437,215,724
<u>Total Contract Cost (Includes Options)</u>				
	Target Cost	Max Fee	Target Fee	Total Price
00001a - GrndWtr Monitoring Wells / CFA Landfill	773,962	100,228	38,311	874,190
00001b - GrdWtr Monitoring Wells/TAN Rem	676,966	87,667	33,510	764,633
00001c - Legacy Excess Radioactive/Haz Materials	24,747,535	3,204,806	1,225,003	27,952,341
00001d - RCRA Closure of AMWTP Facilities	30,476,158	3,946,662	1,508,570	34,422,820
00001e - Additional Temporary Storage	6,548,465	848,026	324,149	7,396,491
00001f - RH TRU Lot 11 Option Work (Definitized by Modification 048)	-	-	-	-
00001g - RH TRU Lot 12 Option Work	12,341,796	1,598,263	610,919	13,940,059
00001h - RH TRU Lot 11 GFY 2020 Option Work	19,099,074	2,473,330	945,404	21,572,404
00001i - RH TRU Lot 11 GFY 2021 Option Work	12,607,309	1,632,647	624,062	14,239,956
Total Options	107,271,265	13,891,629	5,309,928	121,162,894
Total Contract Cost (Includes Options) and Max Fee	1,395,605,867	162,772,751	57,009,997	1,558,378,619
<u>Contract Performance Ceiling (B.6)</u>				
Contract Performance Ceiling	1,215,630,646			

NOTE: Fixed Fee values from CLIN-3 and CLIN-6 are included in the max fee value for the total contract cost and total contract cost including options.

No other changes to B.2(c).

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

The current Contract Performance Ceiling (CPC) is increased by \$1,494,574 from \$1,214,136,072 to \$1,215,630,646.

3. ATTACHMENT A - POH TRACKING TOOL has been updated to include the changes as a result of this modification and is incorporated as part of this modification.

4. **SECTION C.5.1.07 CH-TRU Packaging and Transportation**, paragraph 5, references “H.57 GOVERNMENT FURNISHED SERVICES/ITEMS.” This reference is corrected to read “H.58 GOVERNMENT FURNISHED SERVICES/ITEMS.”

No other changes.

5. **SECTION C.6.4 Incidental D&D (CLIN-1)** is revised as follows:

In modification 104, the scope of work under Section C.6.4 was removed along with the entire associated direct cost and fee. However, previously under Modification 023, \$1M (direct cost) was already removed as part of material differences due to the previous contractor completing more scope than anticipated. Therefore, an additional \$1M was inadvertently removed from the contract and is now added back in.

Based on this explanation, the target cost under CLIN-1 is increased by \$1,000,000. The corresponding target fee of \$49,500 and max fee of \$129,500 is also increased.

No other changes.

6. **SECTION C.6.5.01 Calcine Retrieval Project FY18 (CLIN-3)** is revised as follows:

The following scope and associated cost and fee is removed from Section E:

E. Concept Design Development

1. Design and fabricate a scaled bin base for residual retrieval concept testing.
2. ~~Initiate preliminary design of OC Robotics’ hybrid SnakeArm.~~
3. ~~Conduct scaled testing of OC Robotics’ SnakeArm technology~~
4. Revise design and fabricate new bottom up retrieval system.
5. Design and fabricate bottom up retrieval motive air nozzle.
6. Design, fabricate and test bin access riser placement concepts.
7. Design, fabricate and test a bin access penetration system.
8. Design, fabricate and test bin cleanout inspection system.
9. Design, fabricate and test residual calcine retrieval systems.
10. Design, fabricate and test a vacuum line placement system.
11. Develop CSSF 1 mapping plan and map CSSF 1 vault.
12. Design, fabricate and test bin cleaning air nozzle and lance.
13. Prepare the FY 2018 CRP test report.

Based on this change, the CLIN-3 estimated direct cost is decreased by \$122,305. The corresponding fixed fee of \$6,054 is also decreased from CLIN-3.

No other changes.

7. **SECTION H.31 KEY PERSONNEL**, paragraph (f) is revised to replace Ms. Alice Doswell with Ms. Kliss McNeel and to replace Mr. Michael Swain with Mr. John Law. The Key Personnel for this contract are revised from:

Name	Position
Fred Hughes	Program Manager
Alice Doswell	ESH&Q Manager (ESH&QA Director)
Jamie Miura	Business Manager (Business Director)
Michael Swain	INTEC/SNF Director
Mark Jewett	Regulatory Planning & CERCLA Remediation Director
Maurice "Hoss" Brown	AMWTP/ARP Operations Manager

To:

Name	Position
Fred Hughes	Program Manager
Kliss McNeel	ESH&Q Manager (ESH&QA Director)
Jamie Miura	Business Manager (Business Director)
John Law	INTEC/SNF Director
Mark Jewett	Regulatory Planning & CERCLA Remediation Director
Maurice "Hoss" Brown	AMWTP/ARP Operations Manager

8. **SECTION H.28 DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (OCT 2014)** is revised per the Contractor's formal notification (email, Fawn Gosswiller, Fluor Idaho, to Jennifer Cate, DOE-ID, dated January 22, 2019). Dennis Carr is replacing Eric Best; Karen Wiemelt is replacing Teri Browdy; and Roy McKinney is replacing Kevin Poor.

Fluor Idaho Corporate Board of Directors						
Name	Position	Company/Organization	Address	Phone and Fax	Email	Admin
Greg Meyer	Chairman	Fluor Government Group, SVP, Environmental/Nuclear Business Line	2300 Clarendon Blvd Suite 100 Arlington, VA 22201	(ph) 703-387-4840 (fax) 703-387-4829	Greg.Meyer@fluor.com	Susie Fisher 703-351-1298 (Office) Susie.e.Fisher@fluor.com
Dennis Carr	Member	Fluor Government Group, VP, Environmental/Nuclear Business Line	100 Fluor Daniel Drive C206A Greenville, SC 29607	(ph) 513-484-2335 (fax) N/A	Dennis.Carr@fluor.com	N/A
Stuart MacVean	Member	Fluor Government Group, VP, Environmental/Nuclear Business Line	100 Fluor Daniel Drive C205A Greenville, SC 29607	(ph) 803-335-7391 (fax) 864-281-6011	Stuart.macvean@fluor.com	Sheila W. Bartlett 803-982-5686 sheila.bartlett@srs.gov
David Carlson	Member	Waste Control Specialists, LLC President and COO	17101 Preston Road, Suite 115 Dallas, TX 75248	(ph) 865-201-3191	dcarlson@wcstexas.com	N/A
Karen Wiemelt	Member	JEC North American Nuclear	9191 S. Jamaica Street Englewood, CO 801122	(ph) 720-286-5435 (cell) 303-994-6329	Karen.Wiemelt@ch2m.com	Lori Mollenkopf 720-286-2063 lori.mollenkopf@ch2m.com
Jim Furr	Member	North Wind Inc., President	777 Lowndes Hill Road, Building 3, Suite 301, Greenville, SC 29607	(ph) 864-626-0853 (cell) 864-915-1983	jfurr@northwindgrp.com	Amanda Faraj 864-626-0858 afaraj@northwindgrp.com
Roy McKinney	Member	Portage	1075 S. Utah Avenue Idaho Falls, ID 83402	505-715-0138	rmckinney@northwindgrp.com	Debbie Morgan 208-557-7813 dmorgan@northwindgrp.com

- 9. SECTION H.58 GOVERNMENT FURNISHED SERVICES/ITEMS (GFSI)**, paragraph (c), references “Exhibit C-23, Government Furnished Equipment.” This reference is corrected to read “Exhibit C-24, Government Furnished Equipment.”

No other changes.

- 10. SECTION I, CLAUSE I.153 FAR 52.204-23 *Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)*** is added per DOE Acquisition Letter 2019-01.

No other changes.

- 11. SECTION J – Attachment J-1, *List of Applicable DOE Directives (List B)*** is revised as follows:

The following Directive is removed:

DOE O 151.1C (cancelled by DOE O 151.1D) – Comprehensive Emergency Management System.

The following Directive is added:

DOE O 151.1D – Comprehensive Emergency Management System

The Clarification currently in List B (previously for DOE O 151.1C) will remain for DOE O 151.1D.

Based on the changes stated above, the incremental impact to the CLIN-1 indirect target cost is an increase of \$431,500. The corresponding target fee is increased by \$21,359 and the max fee is increased by \$55,879.

The following Directive is revised to include the clarification as follows:

DOE O 153.1 – Departmental Radiological Emergency Response Assets

Clarification: The Contractor is required to comply with Section 12 only of the CRD, which reads, “*In the Event of an off-site radiological accident involving a nuclear weapon, special nuclear material, or classified components, contractors must cooperate with DOE in establishing a National Security Area to safeguard classified information, Restricted Data, equipment, and material.*”

An updated List B is attached and incorporated with this Modification.

No other changes.

- 12. SECTION J – ATTACHMENT J-10 CONTRACTOR’S SMALL BUSINESS SUBCONTRACTING PLAN** is replaced in its entirety with the DOE-approved Fiscal Year

2019 Fluor Idaho, LLC Small Business Subcontracting Plan. This plan is hereby incorporated by reference with this contract modification.

No other changes.

13. CONTRACTOR'S STATEMENT OF RELEASE: In consideration of the modification agreed to herein as a complete equitable adjustment for the directed change 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 an increase of \$1,616,879 (direct costs of \$1,000,000, indirect costs of \$431,500, and max fee of \$185,379).

The total price of the equitable adjustment for CLIN-3 is a decrease of \$128,322 (estimated direct cost of (\$122,305) and fixed fee of (\$6,054)).

The total overall price of the equitable adjustment for the entire contract is an increase of \$1,488,520 (overall cost of \$1,309,195 and overall fee of \$179,325).

No other changes to the contract terms and conditions.