AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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

8. ISSUED BY Idaho Operations Office
   Idaho Operations
   U.S. Department of Energy
   Idaho Operations
   Idaho Falls ID 83415

8A. AMENDMENT OF SOLICITATION NO. 
8B. DATED (SEE ITEM 11)

X 10. MODIFICATION OF CONTRACT/ORDER NO.
   DE-EM00004083
   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 9 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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.150(b).


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.)

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 within all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and is in full force and effect.

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Jennifer K. Cate

15B. CONTRACTOR/OFFEROR

(Stamp of person authorized to sign)

15C. DATE SIGNED
10/29/19

15D. UNITED STATES OF AMERICA

(Stamp of Contracting Officer)

16C. DATE SIGNED
1/29/19

STANDARD FORM 30 (REV 10-83)
Prepared by GSA
FAR (CFR) 9.233
**CONTINUATION SHEET**  
**REFERENCE NO. OF DOCUMENT BEING CONTINUED**  
DE-EM0004083/0112  
**NAME OF OFFEROR OR CONTRACTOR**  
FLUOR IDAHO, LLC

<table>
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<tr>
<th>ITEM NO. (A)</th>
<th>SUPPLIES/SERVICES (B)</th>
<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
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<td><strong>Period of Performance:</strong> 06/01/2016 to 05/31/2021</td>
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<tr>
<td></td>
<td>Change Item 00001 to read as follows (amount shown is the total amount):</td>
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<td>00001</td>
<td>Target ICP-Core DOE Mission Work</td>
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<td>1,437,215,722.00</td>
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<td>Line item value is: $1,437,215,722.00</td>
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<td>Incrementally Funded Amount: $1,175,166,822.19</td>
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<td>This modification incorporates change specific to CLIN-1 and CLIN-3.</td>
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|              | 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.
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]
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:
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.
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.