

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0115	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Idaho Operations Office Idaho Operations U.S. Department of Energy Idaho Operations Idaho Falls ID 89415	CODE 892432	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.	9B. DATED (SEE ITEM 11)
CODE 968795604	FACILITY CODE	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	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.

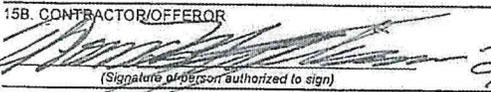
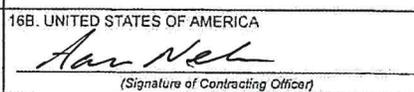
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 968795604

The purpose of this modification is to incorporate changes specific to CLIN-1 and CLIN-3. In addition, Section J - Attachment J-1 List B is revised to include an update to the DOE Orders. For further details, 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.

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 CONTRACTING OFFICER James M. Williams Director, Prime Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Aaron Nebeker
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 2/20/19
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 2/20/19

NSN 7540-01-152-3070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0115

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>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: \$1,443,678,355.00 Incrementally Funded Amount: \$1,292,004,644.57</p> <p>The total contract Value (including options) is increased by \$6,462,633 from \$1,558,378,619 to \$1,564,841,252. See continuation pages below for further details.</p>				1,443,678,355.00

The purpose of this modification is to issue a bilateral modification to: (1) definitize scope at Section C.5.9 Advanced Mixed Waste Treatment Project Future Mission, which was previously incorporated by contract modification 083 for CLIN-1 scope per DOE letter AS-CMD-ICP/Fluor-18-069 dated May 8, 2018; (2) definitize scope at Section C.5.10 Separations Process Research Unit (SPRU) Waste Treatment and Transportation, which was previously incorporated by contract modification 055 for CLIN-3 scope per DOE letters AS-CMD-ICP/Fluor-17-140 dated September 28, 2017 and AS-CMD-ICP/Fluor-18-077 dated May 16, 2018; (3) add CLIN-3 scope at Section C.6.5.2 Calcine Retrieval Project for FY19; and (4) increase funding for CLIN-1, Section C.7.2 NRC Licensed SNF Storage Facilities. 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 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 \$77,987 from \$736,833,861 to 736,911,848.

The Indirect Target Cost remains unchanged at \$260,449,576.

The Total Target Cost is increased by \$77,987 from \$997,283,437 to \$997,361,424.

The Cost Incentive (Target) is increased by \$3,860 from \$17,177,775 to \$17,181,635.

The Cost Incentive (Maximum) is increased by \$10,099 from \$44,939,835 to \$44,949,934.

The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly increased by \$10,099 from \$129,148,205 to \$129,158,304.

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

The estimated direct cost for this scope is increased by \$6,047,697 (\$5,995,563 + 52,134) from \$29,117,167 to \$35,164,864.

The fixed fee for this scope is increased by \$326,850 (\$324,269 + \$2,581) from \$1,606,047 to \$1,932,897.

Summary:

The Total Contract Value, including options, is increased by \$6,462,633 from \$1,558,378,617 to \$1,564,841,250.

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)	736,911,848	129,158,304		1,126,519,728
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	260,449,576			
	997,361,424			
Target Fee			49,369,390	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		84,208,370		
Subtotal Incremental Cost Incentive Fee		44,949,934		
Cost Incentive Breakout				
Cost Incentive (Max)		44,949,934		12.95%
Cost Incentive (Target)			17,181,635	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)	35,164,864	1,932,898		37,097,762
<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
	1,294,460,286	149,218,071	51,703,930	1,443,678,357
<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	1,401,731,551	163,109,700	57,013,858	1,564,841,252
<u>Contract Performance Ceiling (B.6)</u>				
Contract Performance Ceiling	1,221,766,429			

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 \$6,135,783 from \$1,215,630,646 to \$1,221,766,429.

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.5.9 Advanced Mixed Waste Treatment Project Future Mission** is added as follows:

Per DOE-ID letter AS-CMD-ICP/Fluor-18-069 dated May 8, 2018, the Contractor shall evaluate the transuranic waste inventory listed in the enclosure titled “AMWTP Future Mission Business Case,” to determine transportation requirements from the generator site(s) to AMWTP. The Contractor shall also evaluate current capabilities for treatment, characterization, certification, and shipping of the above mentioned waste.

Subsequent to the evaluations above, the Contractor shall develop an implementation plan to add the AMWTP future mission scope associated with the upfront characterization of the inventory at the other sites and the transportation preparation for shipping and receipt from other sites. The implementation plan shall be submitted to DOE-ID for final approval by June 15, 2018. The implementation plan shall not interfere with the contract requirement for completion of the Idaho Settlement Agreement treatment, characterization, certification and shipping. The implementation plan shall include all preparatory tasks to support the decision for AMWTP future mission.

Based on this added scope, the CLIN-1 target cost is increased by \$73,536. In addition, the corresponding target fee is increased by \$3,640 and the max fee is increased by \$9,522 under CLIN-1.

5. **SECTION C.5.10 Separations Process Research Unit (SPRU) Waste Treatment and Transportation** is added as follows:

The Contractor shall complete data collection and review needed to develop an estimate for the receipt, treatment, characterization, certification, and storage of the Separations Process Research Unit (SPRU) waste (see DOE-ID letter AS-CMD-ICP/Fluor-17-140 dated September 28, 2017).

The Contractor shall prepare a separate cost and schedule estimate to include the treatment and packaging of the waste in a configuration that will result in product containers in a clean 30-gallon drum that can be packaged into a shielded container (SC-30G1) and shipped to WIPP as contact handled TRU waste (see DOE-ID letter AS-CMD-ICP/Fluor-18-077 dated May 16, 2018).

Based on this added scope, the CLIN-3 estimated cost is increased by \$52,134. In addition, the corresponding fixed fee is increased by \$2,581 a under CLIN-3.

6. **SECTION C.6.5.2 Calcine Retrieval Project FY19 (CLIN-3)** is added as follows:

The Contractor shall complete the following FY19 Calcine Retrieval Project work scope by September 30, 2019:

- A. Perform retrieval and transport tests using the full scale mockup

1. Conduct full scale bulk retrieval and transport testing
 2. Conduct full scale residual retrieval and transport testing
 3. Conduct full scale concept testing
 4. Complete CPP-691 building upgrades (50 ton crane repair)
- B. Continue development and testing of
1. Vacuum Crawler
 2. Continuum Arm
 3. Air Lance
 4. Access riser placement
 5. Bin inspection system
 6. Retrieval Nozzle Development
 7. Access riser/vault interface
 8. Access riser cartridge
 9. Access riser positioning system
 10. Shield plug design for vault penetrations
 11. Bottom-up retrieval system
 12. Vacuum retrieval line installation method
 13. CSSF vault coring
- C. Calcine Packaging and Fill System
1. Design Shipping Canister fill system interface
- D. Nuclear Safety Support Documents
1. Prepare calcine transfer system hazard categorization
- E. Facility Closure
1. Support DOE with finalizing NEPA Rod Amendment
 2. Complete draft PA and 3116 Basis Document
 3. Develop change control process for the CSSF PA
 4. Complete an APAD for calcine retrieval.
- F. Deliverables
1. Selection report for residual calcine clean out system
 2. FY 2019 test report
 3. Draft PA for DOE review
 4. Draft 3116 Basis Document for DOE review

Based on this added scope, the CLIN-3 estimated cost is increased by \$5,995,563. In addition, the corresponding fixed fee is increased by \$324,269 under CLIN-3.

7. SECTION C.7.2 NRC Licensed SNF Storage Facilities funding is revised as follows:

This section states that emergency management services shall be provided for the NRC licensed facilities. As part of this support, the contractor provides support for the FSV biennial exercise. Since it is difficult to determine how much contractor support is needed ahead of time, and since the costs are de minimus, both parties have agreed to settle on actual costs upon completion of the exercise.

This year, Fluor Idaho provided the following support for the biennial exercise: Scenario development, Exercise participation in the emergency operation center (EOC), and after action exercise report support.

The overall scope of the contract will not change, however, the CLIN-1 target cost is increased by \$4,451. In addition, the corresponding target fee is increased by \$220 and the max fee is increase by \$576 under CLIN-1.

- 8. 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 is an increase to the overall contract of \$6,462,633 (CLIN-1 is an increase of \$88,086 (Target cost of \$77,987 and max fee of 10,099). CLIN-3 is an increase of \$6,374,547 (estimated cost of \$6,047,697 and fee of \$326,850)).

No other changes to the contract terms and conditions.