

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 0116 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) 9A. AMENDMENT OF SOLICITATION NO.
 FLUOR IDAHO, LLC
 Attn: AMANDA JORDAN
 1070 RIVERWALK DRIVE, SUITE 201
 IDAHO FALLS ID 83402
 9B. DATED (SEE ITEM 11)
 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 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).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 X 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, CLIN-3, and CLIN-5. 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.
 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 CONTRACTING OFFICER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Thomas W. Williams
 Director, Prime Contracts
 Aaron Nebeker

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 [Signature] 2/20/19 [Signature] 2/20/19

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0116

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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)
00001	<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: \$1,497,778,355.00 Incrementally Funded Amount: \$1,292,004,644.57</p> <p>The total contract Value (including options) is increased by \$54,100,000 from \$1,564,841,252 to \$1,618,941,252. See continuation pages below for further details.</p>				1,497,778,355.00

The purpose of this modification is to issue a bilateral modification to: (1) transfer emergency management costs from direct costs to indirect costs under CLIN-1 for a net zero change; (2) increase the contract value for pension under CLIN-5; and (3) issue an undefinitized contract action for the IORC move which includes and NTE of \$50K. 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 decreased by \$22,302 from 736,911,848 to \$736,889,546.

The Indirect Target Cost is increased by \$22,302 from \$260,449,576 to \$260,471,878.

The Total Target Cost remains unchanged at \$997,361,424.

The Cost Incentive (Target) remains unchanged at \$17,181,635.

The Cost Incentive (Maximum) remains unchanged at \$44,949,934. The overall CLIN-1 Max Fee, including milestones and performance fee, also remains unchanged at \$129,158,304.

CLIN-5: Defined Benefits Pension Plan Costs is revised as follows:

The estimated cost for Pension is increased by \$54,100,000 from \$70,900,000 to \$125,000,000.

This CLIN is not fee bearing.

Summary:

The Total Contract Value, including options, is increased by \$54,100,000 from \$1,564,841,250 to \$1,618,941,250.

The attached B.2(c) Fee Model has been updated to reflect the adjustment to CLIN-1 and CLIN-5.

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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)	736,889,546	129,158,304		1,126,519,728
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	260,471,878			
	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	125,000,000	0		125,000,000
<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
	1,348,560,286	149,218,071	51,703,930	1,497,778,357
<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 (Defined 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	1,455,831,551	163,109,700	57,013,858	1,618,941,252
<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) remains unchanged at \$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.7.2 NRC Licensed SNF Storage Facilities is revised as follows:

Under modification 56 and 115, the work which provided emergency management services for the NRC licensed facilities was incorrectly placed in direct costs under CLIN-1. This modification corrects this by removing \$22,302 of direct costs and placing it under indirect costs under CLIN-1, for a net zero change. This administrative change is reflected in the B.2(c) table only and does not impact work scope or fee.

5. SECTION C.8.6 Defined Benefits Pension Plan Costs (CLIN-5) is revised as follows:

CLIN-5 was established to fund the Defined Benefit Pension Plan Costs. The original amount of \$70.9M was identified in the Request for Proposal as a place holder until pension costs could be more accurately calculated. Per the annual pension management plan that is submitted to headquarters, the amount to be contributed by the ICP contractor is \$26.5M per year. Therefore, the amount of \$70.9M shown in CLIN-5 is adjusted upward by \$54.1M for a total of \$125M to reflect a more accurate amount that the contractor will pay over the life of the contract. If another adjustment is needed near the end of the contract, DOE-ID will address it at a later date. The Defined Benefit Pension Plan costs are non-fee bearing in this contract.

6. Undefined Contracting Action (UCA) for the Information Operations and Research Center (IORC) Move

The purpose of this action is to issue a unilateral change order incorporating Section C.8.1.03 IORC Move (CLIN-3). This revision is being made under the authority of contract clauses B.15 *Advance Understanding – Changes to Cost and Fee* and I.100 52.243-2 *Changes – Cost Reimbursement (Aug 1987) – Alt II and III (Apr 1984)*.

The issuance of this UCA confirms the change order issued by email (M. Mitchell-Williams to T. Williams, dated February 20, 2019) authorizing an NTE of \$50K in direct costs to begin pre-planning/subcontract to avoid schedule impacts. Detailed cost and schedule estimate is due February 28, 2019. The email is incorporated with this modification.

7. 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 \$54,100,000 (CLIN-5 Pension).

No other changes to the contract terms and conditions.