

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 0122		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.
CODE 968795604 FACILITY CODE		9B. DATED (SEE ITEM 11)
		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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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 43.103(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. 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 ISSUING OFFICE Director, Prime Contracts	15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 4/25/19	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Aaron Nebeker Jennifer Cate	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 4.25.19
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0122

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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>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</p> <p>Line item value is: \$1,501,211,891.00</p> <p>Incrementally Funded Amount: \$1,397,631,665.85</p> <p>The total contract value (including options) is increased by \$2,520,900 from \$1,619,853,886 to \$1,622,374,786. See continuation pages for further details.</p>			1,501,211,891.00	

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 definitizes the equitable adjustment to increase the contract target direct cost and fee under CLIN-1 for new work scope associated with (1) work necessary to repair and or replace certain piping and electrical items in the Idaho Nuclear Technology and Engineering Center (INTEC) Utility Tunnel (CPP-1776) due to corrosion/structural failure; and (2) the demobilization efforts associated with the removal of the Materials and Fuels Complex (MFC) Experimental Breeder Reactor II (EBR-11) Reactor Building (MFC-767) dome demolition scope from the Idaho Cleanup Project (ICP) Core Contract.

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 \$2,231,872 from \$736,982,546 to \$739,214,418.

The Indirect Target Cost is unchanged at \$261,186,878.

The Total Target Cost is increased by \$2,231,872 from \$998,169,424 to \$1,000,401,296.

The Cost Incentive (Target) is increased by \$110,478 from \$17,221,631 to \$17,332,109.

The Cost Incentive (Maximum) is increased by \$289,028 from \$45,054,570 to \$45,343,598. The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly increased by \$289,028 from \$129,262,940 to \$129,551,968.

Summary:

The Total Contract Value, including options, is increased by \$2,520,900 from \$1,619,853,886 to \$1,622,374,786.

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

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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)	739,214,418	129,551,968		1,129,953,264
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	261,186,878			
	1,000,401,296			
Target Fee			49,519,864	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		84,208,370		
Subtotal Incremental Cost Incentive Fee		45,343,598		
Cost Incentive Breakout				
Cost Incentive (Max)		45,343,598		12.95%
Cost Incentive (Target)			17,332,109	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
	1,351,600,158	149,611,735	51,854,404	1,501,211,893
<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	1,458,871,423	163,503,364	57,164,331	1,622,374,786
<u>Contract Performance Ceiling (B.6)</u>				
Contract Performance Ceiling	1,225,199,965			
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 Section 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 \$2,520,900 from \$1,222,679,065 to \$1,225,199,965.

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.3.2.05 INTEC Utility Tunnel (CPP-1776) Repairs is added to Section C as follows:

The Contractor shall complete the following INTEC Utility Tunnel (CPP-1776) Repair work scope:

1. Repair the storm water infiltration leak at the ~680' mark of the Beech Street section.
2. Repair the storm water infiltration leak at the ~120' mark of the Beech Street section.
3. Install a new 2" carbon steel treated water line from the ~610' - 940' mark of the Beech Street section and abandon the 10" carbon steel treated water line (10" TWN-109825) from the ~610' - 940' mark of the Beech Street section as process demands have decreased to where a 10" line is no longer needed.
4. Replace the 10" carbon steel treated water line (10" TWN-109825) at the ~100' - 120' mark in the Beech Street section.
5. Replace the 10" carbon steel treated water line (10" TWN-109825) at the ~480' - 500' mark in the Beech Street section.
6. Replace the 4" carbon steel high pressure air line (4" HAN-101637) at the ~540' -570' mark in the Olive Avenue section.
7. Replace 6" carbon steel treated water line (6" TWN-109826) and 2" potable water line (2" CW-NJ-103623) at the ~550' - 570' mark in the Olive Avenue section.
8. Replace the 4" carbon steel high pressure air line (4" HAN-101637) at the ~460' - 510' mark in the Olive Avenue section.
9. Replace 10" carbon steel fire water line (10" FWN-101604) at the ~460' - 500' mark in the Olive Avenue section.
10. Replace various corroded piping and wire tray supports throughout the Utility Tunnel.
11. Repair corroded and exposed wire trays (Security, Life Safety, and Emergency Communications) and make any associated wiring repairs as needed throughout the Utility Tunnel.
12. Replace Utility Access Hatch Panels on the southwest side of CPP-659.
13. Replace Utility Access Hatch Panels on the west side of CPP-697.
14. Replace Utility Access Hatch Panels on the east side of CPP-606.
15. Cut out seven (7) identified and abandoned Utility Tunnel access manholes and replace with reinforced concrete.
16. Perform Utility Tunnel ceiling repairs at the Olive Avenue and Beech Street intersection.

The CLIN-1 Target Cost will be increased by \$1,576,830 and the max fee will be increased by \$204,200.

No other changes to Section C.3.2.

5. SECTION C.6.4.2 MFC EBR-II Demobilization is added to Section C as follows:

As a result of the transfer of the Experimental Breeder Reactor (EBR)-II (MFC-767) from DOE Environmental Management (EM) to DOE Nuclear Energy (NE), the Contractor shall complete the final demobilization of the EM D&D program from MFC. This includes completely demobilizing from MFC and closing the D&D debris landfill located near the Transient Reactor Test (TREAT) Facility. The Contractor shall also mitigate any regulatory

issues with the State due to the suspension of an active Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA) Action Memo.

The CLIN-1 Target Cost will be increased by \$655,042 and the max fee will be increased by \$84,828.

No other changes to Section C.6.4.

- 6. CONTRACTOR'S STATEMENT OF RELEASE:** In consideration of the modification for the C.3.2.05 INTEC Utility Tunnel (CPP-1776) Repairs and the C.6.4.2 MFC EBR-II Demobilization, 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 \$2,520,900 (direct costs of \$2,231,872 and max fee of \$289,028).

No other changes to the contract terms and conditions.

Summary Through Mod - 122					
		Direct Cost Change	Total Direct Cost	POH Change	Total POH
Intitial CLINS 1,2,3,4,6			\$ 975,624,953		\$ 290,675,615
CLIN00001		\$ (21,451,032)	\$ 954,173,921	\$ (29,488,737)	\$ 261,186,878
CLIN00002		\$ (13,995,923)	\$ 940,177,998		
CLIN00003		\$ 22,638,363	\$ 962,816,361		
CLIN00004		\$ 1,056,927	\$ 963,873,288		
CLIN00006		\$ 92,620,695	\$ 1,056,493,983		
Less Options		\$ (91,080,703)	\$ 965,413,280		
TOTAL		\$ (10,211,673)	\$ 965,413,280	\$ (29,488,737)	\$ 261,186,878

CLIN00001					
Mod	Work scope description	Direct Cost Change	Total Direct Cost	POH Change	Total POH
		Initial CLIN 00001 + Priced Options	\$ 851,746,153	Initial	\$ 290,675,615
010	Calcine Disposition Project	\$ 442,956	\$ 852,189,109	\$ -	\$ 290,675,615
014	Inf Upgrade Project	\$ 2,991,701	\$ 855,180,810	\$ -	\$ 290,675,615
020	ICDF,CCP&MFA	\$ 8,842,414	\$ 864,023,224	\$ -	\$ 290,675,615
022	MFC D&D	\$ 480,355	\$ 864,503,579	\$ -	\$ 290,675,615
023	Material Diff	\$ (10,541,000)	\$ 853,962,579	\$ -	\$ 290,675,615
025	Direct/Ind true up	\$ (3,824,905)	\$ 850,137,674	\$ 3,824,905	\$ 294,500,520
027	Calcine Disposition Project	\$ 4,722,370	\$ 854,860,044	\$ -	\$ 294,500,520
028	Tank Farm Cap	\$ 1,799,652	\$ 856,659,696	\$ -	\$ 294,500,520
032	Navy Replan Adj	\$ 5,765,761	\$ 862,425,457	\$ -	\$ 294,500,520
040	TAN well	\$ 655,618	\$ 863,081,075	\$ -	\$ 294,500,520
046	G&A Adj, Guard	\$ 314,400	\$ 863,395,475	\$ 224,000	\$ 294,724,520
050	RH TRU	\$ 21,559,824	\$ 884,955,299	\$ -	\$ 294,724,520
056	NNPP Adustment	\$ 13,875,628	\$ 898,830,927	\$ -	\$ 294,724,520
059	Mandatory Srv	\$ -	\$ 898,830,927	\$ (34,859,143)	\$ 259,865,377
078	Radios	\$ 786,088	\$ 899,617,015	\$ -	\$ 259,865,377
080	LWFC	\$ (71,392,824)	\$ 828,224,191	\$ -	\$ 259,865,377
081	SNF Replan	\$ 1,610,172	\$ 829,834,363	\$ -	\$ 259,865,377
088	Nitric Acid	\$ 1,202,447	\$ 831,036,810	\$ -	\$ 259,865,377
089	Batch Plant	\$ 55,000	\$ 831,091,810	\$ -	\$ 259,865,377
092	UST	\$ 312,539	\$ 831,404,349	\$ -	\$ 259,865,377
104	EBR II D&D	\$ (4,779,913)	\$ 826,624,436	\$ -	\$ 259,865,377
108	AMWTP Roofs 676 & 678	\$ 810,298	\$ 827,434,734	\$ -	\$ 259,865,377
109	INL Proprietary Alarm System	\$ -	\$ 827,434,734	\$ 42,643	\$ 259,908,020
110	CPP-2707 Security REA	\$ 173,050	\$ 827,607,784	\$ 110,056	\$ 260,018,076
111	MTR Canister	\$ (693,220)	\$ 826,914,564	\$ -	\$ 260,018,076
112	EBR II D&D adjustment	\$ 1,000,000	\$ 827,914,564	\$ 431,500	\$ 260,449,576
115	AMWTP Future Mission, FSV Biennial Exercise (actual costs)	\$ 77,987	\$ 827,992,551	\$ -	\$ 260,449,576
116	Emergency Management (shift to indirect)	\$ (22,302)	\$ 827,970,249	\$ 22,302	\$ 260,471,878
118	10 CFR 851	\$ -	\$ 827,970,249	\$ 715,000	\$ 261,186,878
121	CPP-749 Gas Sampling	\$ 93,000	\$ 828,063,249	\$ -	\$ 261,186,878
122	Utility Tunnel Repairs, Demob from EBRII D&D	\$ 2,231,872	\$ 830,295,121	\$ -	\$ 261,186,878
CLIN 00001 Change from Initial Contract		\$ (21,451,032)	\$ 830,295,121	\$ (29,488,737)	\$ 261,186,878

CLIN00002				
Mod	Work scope description	Direct Cost Change	Total Direct Cost	
		Initial	\$ 61,158,338	
46	G&A Adj	\$ (138,146)	\$ 61,020,192	
56	NNPP Adustment	\$ (13,857,777)	\$ 47,162,415	
CLIN 00002 Change from Initial Contract		\$ (13,995,923)	\$ 47,162,415	

CLIN00003				
Mod	Work scope description	Estimated Cost Change	Total Estimated Cost	
		Initial	\$ 12,526,501	
022	NE CPP 603 Crane	\$ 1,175,070	\$ 13,701,571	
027	Fuel Inversion	\$ 678,707	\$ 14,380,278	
032	Navy Replan	\$ 4,992,567	\$ 19,372,845	
033	Closeout	\$ 350,001	\$ 19,722,846	
036	NE CPP 603 Crane	\$ 5,449,933	\$ 25,172,779	
046	G&A Adj	\$ (5,868)	\$ 25,166,911	
051	Nvy Adj, Castor V/21 & USGS	\$ (203,767)	\$ 24,963,144	
053	NE CPP 603 Crane	\$ (81,325)	\$ 24,881,819	
056	DOE Support	\$ 29,412	\$ 24,911,231	
086	Calcine	\$ 3,241,141	\$ 28,152,372	
111	MTR Canister	\$ 1,087,100	\$ 29,239,472	
112	Calcine Retrieval Scope Removal	\$ (122,305)	\$ 29,117,167	
115	FY 2019 Calcine, SPRU data collection and estimate	\$ 6,047,697	\$ 35,164,864	
CLIN 00003 Change from Initial Contract		\$ 22,638,363	\$ 35,164,864	

CLIN00004				
Mod	Work scope description	Estimated Cost Change	Total Estimated Cost	
		Initial	\$ 5,754,962	
10	IWTU Transition	\$ 1,056,927	\$ 6,811,889	
CLIN 00004 Change from Initial Contract		\$ 1,056,927	\$ 6,811,889	

CLIN00006				
Mod	Work scope description	Estimated Cost Change	Total Estimated Cost	
		Initial	\$ 44,438,999	
012	Phase I	\$ 19,331,848	\$ 63,770,847	
037	Phase II	\$ 66,553,245	\$ 130,324,092	
046	G&A Adj	\$ (131,068)	\$ 130,193,024	
103	DMR Redesign	\$ 5,659,068	\$ 135,852,092	
103	CRR Repair	\$ 1,207,602	\$ 137,059,694	
CLIN 00006 Change from Initial Contract		\$ 92,620,695	\$ 137,059,694	