

2. AMENDMENT/MODIFICATION NO. 0125	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

CODE 968795604      FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.  
(x)

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.**

<b>CHECK ONE</b>	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: Section I.100 Changes - Cost Reimbursement (AUG 1987) - Alternate 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 SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Aaron Nebeker	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
Thomas M. Williams Director, Prime Contracts		 (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	
5/14/19		5/14/19	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EM0004083/0125

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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: \$1,640,845,119.00</p> <p>Incrementally Funded Amount: \$1,397,781,665.85</p> <p>The Total Contract Value (including options) is increased by \$124,612 from \$1,761,883,402 to \$1,762,008,014. See continuation pages below for further details.</p>			1,640,845,119.00	

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) travel to Fort St. Vrain; (2) and IT support to the NRC Licensed Facilities Contractor at the Willow Creek Building. This modification also revises Section H.31 Key Personnel 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 \$93,496 from \$854,514,418 to \$854,607,914.

The Indirect Target Cost (POH) is increased by \$16,829 from \$280,102,777 to \$280,119,606.

The Total Target Cost is increased by \$110,325 from \$1,134,617,195 to \$1,134,727,520.

The Cost Incentive (Target) is increased by \$5,461 from \$23,975,796 to \$23,981,257.

The Cost Incentive (Maximum) is increased by \$14,287 from \$62,724,557 to \$62,738,844. The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly increased by \$14,287 from \$134,844,685 to \$134,858,972.

Summary:

The Total Contract Value, including options, is increased by \$124,612 from \$1,761,883,402 to \$1,762,008,014.

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

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<b>B.2(c) Table</b>				
<b><u>CLIN 00001 - TARGET ICP-CORE DOE MISSION WORK (BASE)</u></b>				
	Target Cost	Max Fee	Target Fee	Total Price
Direct Target Cost w/ ID Spt (No Options Included)	854,607,914	134,858,972		1,269,586,492
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	280,119,606			
	1,134,727,520			
Target Fee			56,169,012	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		72,120,128		
Subtotal Incremental Cost Incentive Fee		62,738,844		
Cost Incentive Breakout				
Cost Incentive (Max)		62,738,844		12.95%
Cost Incentive (Target)			23,981,257	4.95%
<b><u>CLIN 00002 - TARGET ICP CORE NNPP PPF WORK SCOPE</u></b>				
	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	
<b><u>CLIN 00003 - NON-TARGET ICP CORE WORK SCOPE</u></b>				
	Estimated Cost	Fee		Total Price
Total Non-Target Work Scope (See Contracting Officer for Breakout)	35,164,864	1,932,898		37,097,762
<b><u>CLIN 00004- CONTRACT TRANSITION PERIOD</u></b>				
Transition	6,811,889	0		6,811,889
<b><u>CLIN 00005 - DEFINED BENEFIT PENSION PLAN COSTS</u></b>				
Pension	125,000,000	0		125,000,000
<b><u>CLIN 00006 INTEGRATED WASTE TREATMENT UNIT (IWTU) OPERATIONS AND TURNOVER</u></b>				
	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
<b>Total (Excluding C.6.1 IWTU Ops)</b>	<b>\$ 92,751,763</b>	<b>\$ 6,480,845</b>		<b>\$ 99,232,608</b>
<b><u>Total Contract Cost (Excluding Options)</u></b>				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,485,926,382	154,918,739	58,503,552	1,640,845,121
<b><u>Total Contract Cost (Includes Options)</u></b>				
	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	1,593,197,647	168,810,368	63,813,479	1,762,008,014
<b><u>Contract Performance Ceiling (B.6)</u></b>				
Contract Performance Ceiling	1,364,833,193			
<b>NOTE:</b> 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 \$124,612 from \$1,364,708,581 to \$1,364,833,193.

**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 to add the following work scope:

The Contractor shall assist DOE-ID in evaluating the logistics and future costs for extending the Fluor network to FSV. This includes a trip to Fort St. Vrain, Colorado.

*The CLIN-1 Direct Target Cost is increased by \$5,306, Indirect Target Costs are increased by \$955, and the Max Fee is increased by \$811.*

**5. SECTION C.7.2 NRC Licensed SNF Storage Facilities** is revised to added the following work scope:

The Contractor shall provide Information Technology (IT) services for the NRC Licensed Facilities Contractor at the Willow Creek Building (WCB). This will involve working with the INL Contractor to provide direct, hard-wired, computer network connectivity to 2<sup>nd</sup> floor of the WCB.

*The CLIN-1 Direct Target Cost is increased by \$88,190, Indirect Target Costs are increased by \$15,874, and the Max Fee is increased by \$13,476.*

No other changes to Section C.7.2.

**6. SECTION H.31 KEY PERSONNEL, paragraph (f) Key Personnel for this Contract**, is revised to include the recent Key Personnel change as requested by the Contractor (CCN 323571) and approved by DOE-ID (CLN191289) as follows:

<u>Name</u>	<u>Position</u>
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
<del>Maurice "Hoss" Brown</del> <u>Bryan Breffle</u>	AMWTP/ARP Operations Manager

**7. CONTRACTOR'S STATEMENT OF RELEASE:** In consideration of the modification for the Section C.7.2 NRC Licensed SNF Storage Facilities, 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 \$124,612 (direct costs of \$93,496, indirect costs of \$16,829, and max fee of \$14,287).

No other changes to the contract terms and conditions.