

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	2

2. AMENDMENT/MODIFICATION NO. 0126	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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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
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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)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0004083
		10B. DATED (SEE ITEM 13) 02/04/2016

CODE 968795604	FACILITY CODE
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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: 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 and CLIN-2. 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

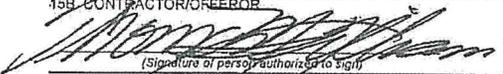
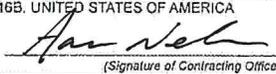
Oak Ridge TN 37831

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) Thomas M. Williams Director, Prime Contracts	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Aaron Nebeker
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15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 5/28/19	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 5/28/19
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Previous edition unusable

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EM0004083/0126

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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: \$1,634,647,477.00</p> <p>Incrementally Funded Amount: \$1,397,781,665.85</p> <p>The Total Contract Value (including options) is decreased by \$6,197,642 from \$1,762,008,014 to \$1,755,810,372. See continuation pages for further details.</p>			1,634,647,477.00	

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 (1) modifies scope previously directed by DOE letter AS-CMD-ICP/Fluor-18-055 dated April 26, 2018; (2) adds CLIN-1 scope to continue Central Characterization Program (CCP) minimum staffing services to support remote handled transuranic (RH-TRU) characterization and certification through FY 2019; (3) deducts CLIN-1 scope for the discontinuation of work on fabrication and testing of a shielded container for Lot 9B neutron sources; and (4) revises scope for the CLIN-2 Navy Pieces, Parts and Fines (SM-7).

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 \$139,396 from \$854,607,914 to \$854,747,310.

The Indirect Target Cost is increased by \$25,091 from \$280,119,606 to \$280,144,697.

The Total Target Cost is increased by \$164,487 from \$1,134,727,520 to \$1,134,892,007.

The Cost Incentive (Target) is increased by \$8,142 from \$23,981,257 to \$23,989,399.

The Cost Incentive (Maximum) is increased by \$21,301 from \$62,738,844 to \$62,760,145. The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly increased by \$21,301 from \$134,858,972 to \$134,880,273.

CLIN-2: Target ICP Core NNPP PPF Work Scope is revised to incorporate the change to Schedule Milestone (SM-7) as detailed below.

The Direct Target Cost is decreased \$4,795,234 from \$47,162,415 to \$42,367,181.

The (CLIN-1) Indirect Target Cost is decreased by \$863,142 from \$280,144,697 to \$279,281,555.

The Cost Incentive (Target) is increased by \$168,655 from \$371,215 to \$539,870.

The Cost Incentive (Maximum) is increased by \$441,230 from \$971,158 to \$1,412,388.

The Schedule Milestone-7 is decreased by \$1,166,284 from \$5,136,375 to \$3,970,091. The overall CLIN-2 Max Fee is decreased by \$725,054 from \$6,107,533 to \$5,382,479.

Summary:

The Total Contract Value, including options, is decreased by \$6,197,642 from \$1,762,008,014 to \$1,755,810,372.

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

<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)	854,747,310	134,880,273		1,268,909,138
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	279,281,555			
	1,134,028,865			
Target Fee			56,134,429	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		72,120,128		
Subtotal Incremental Cost Incentive Fee		62,760,145		
Cost Incentive Breakout				
Cost Incentive (Max)		62,760,145		12.95%
Cost Incentive (Target)			23,989,399	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)	42,367,181	5,382,479	2,503,195	47,749,660
Milestone-Schedule & Performance		3,970,091	1,963,325	
Cost Incentive (Max)		1,412,388	539,870	
<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
	1,480,432,493	154,214,986	58,637,624	1,634,647,479
<b><u>Total Contract Cost (Includes Options)</u></b>				
Priced Options	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	1,587,703,758	168,106,615	63,947,552	1,755,810,372
<b><u>Contract Performance Ceiling (B.6)</u></b>				
Contract Performance Ceiling	1,358,635,551			
<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 B.2(c).

2. **SECTION B.4(c) Schedule Milestone for CLIN 00002;** the table is revised to include the change to SM-7 and now reads:

<i><b>CLIN 00002- TARGET ICP CORE NPP PPF WORK SCOPE</b></i>					
	<u>Early Date</u>	<u>Target Date</u>	<u>Max Fee</u>	<u>Target Fee</u>	<u>Min Fee</u>
SM-7 Treat and Certify Pieces, Parts and Fines from 102 Cans	1/31/2020	7/31/2020	\$ 3,970,091	\$ 1,517,525	\$0

3. **SECTION B.4(e) ICP-Core CLIN 00002 Schedule Milestone Acceptance Criteria and Definition, paragraph i.,** is revised from:

- i. SM-7 NNPP PPF (RH-TRU LOT 10) (Section C.5.4.01 – 5.4.05) – For this SM completion criteria, the Contractor shall treat, ship, and dispose of the Naval Nuclear Propulsion Program (NNPP) 102 cans (Lot 10) to WIPP.

If WIPP is not available, the Contractor will be paid 80% of the available fee if all of the NNPP PPF waste is certified and ready to ship to WIPP by September 30, 2020. The remaining 20% will be paid quarterly per cubic meter shipped when the NNPP PPF waste is shipped to WIPP in accordance with the shipping schedule established by WIPP after the CH/RH-TRU waste backlog has been shipped.

Exclusions: RH-TRU Lots 1-9, 11 and 12.

**To:**

- i. SM-7 NNPP PPF (RH-TRU LOT 10) (Section C.5.4.01 – 5.4.05) – For this SM completion criteria, the Contractor shall complete treatment and characterization of all Naval Nuclear Propulsion Program (NNPP) 102 cans (Lot 10).

The treatment process is complete when all of the RH-TRU Lot 10 waste has been physically treated to meet the waste acceptance criteria of the disposal facility; repackaged; and removed from the hot cell for characterization to support certification for disposal by the min fee date (September 30, 2020).

Objective evidence for this schedule milestone includes visual verification and review of waste tracking system documentation for treatment completion and Batch Data Reports for completion of characterization. Rework may be considered new scope and will be addressed separately. (Rework following initial repackaging would have no effect on the SM-7 Milestone fee determination.)

The Contractor will be paid 80% of the available fee if all of the NNPP PPF waste is treated by the min fee date and 100% if all the NNPP PPF waste is treated and characterized (including performing visual examination (VE) and Dose to Curie (DTC) measurements) by the min fee date.

Exclusions: RH-TRU Lots 1-9, 11 and 12.

No other changes to B.4.

**4. SECTION B.6(a)(2) CONTRACT PERFORMANCE CEILING** is revised as follows:

The current Contract Performance Ceiling (CPC) is decreased by \$6,197,642 from \$1,364,833,193 to \$1,358,635,551.

**5. 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.

**6. See Attachment B** to this modification for the following Section C changes:

**SECTION C.5.3.02 RH-TRU Characterization and Certification**

*The CLIN-1 Target Cost is increased by \$164,487 and the max fee will be increased by \$21,301.*

**SECTION C.5.4 Naval Nuclear Propulsion Program (NNPP) Pieces, Parts, and Fines (PPF) (RH-TRU LOT 10)**

- **SECTION C.5.4.02 Naval Nuclear Propulsion Program (NNPP) RH-TRU Characterization and Certification**
- **SECTION C.5.4.04 Naval Nuclear Propulsion Program (NNPP) RH-TRU Storage and Movement**
- **SECTION C.5.4.05 Naval Nuclear Propulsion Program (NNPP) RH-TRU Packaging and Transportation**

*The CLIN-2 Target Cost will be decreased by \$4,795,234 and the max fee will be decreased by \$725,054.*

No other changes to Section C.5.

**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 for CLIN-1 and CLIN-2 is a decrease of \$6,197,642 (direct target costs of (\$4,655,838), indirect target costs of (\$838,051), and max fee of (\$703,753)).

No other changes to the contract terms and conditions.