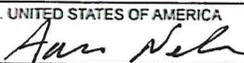


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0128	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY Idaho Operations Office Idaho Operations U.S. Department of Energy 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				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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 <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> 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 (Indirects) and CLIN-6. 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 SIGNER (Type or print)  Thomas M. Williams Director, Prime Contracts (Signature of person authorized to sign)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Aaron Nebeker		16C. DATE SIGNED 6/6/19
15B. CONTRACTOR/DEFEROR		15C. DATE SIGNED 6-6-19	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0128

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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>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</p> <p>Line item value is: \$1,654,530,032.00 Incrementally Funded Amount: \$1,397,781,665.85</p> <p>This modification increases the Total Contract Value (including options) by \$19,994,332 from \$1,755,698,595 to \$1,775,692,927. See continuation pages for further details.</p>			1,654,530,032.00	

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 estimated direct cost under CLIN-6 for new work scope associated with the following Integrated Waste Treatment Unit (IWTU) projects: Denitration Mineralization Reformer (DMR) Aging Coupons and Schedule Extension; Additional Hazen and Laboratory/Consultant Support; Canister Decontamination Initial Conceptual Design; Product Sampling Engineering and Partial Procurement; and Removing & Cleaning the Uncoated Elements on the Process Gas Filter (PGF). Due to the changes made above, the indirect cost under CLIN-1 is also adjusted to reflect the changes made to the POH table attached.

In addition, this modification updates the contract to reflect the change in the Truth in Negotiations Act (TINA) threshold from \$750K to \$2M in Section I.26, in accordance with Deviation #: 2018-00015.

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 remains unchanged at \$854,747,310.

The Indirect Target Cost is increased by \$3,049,983 from \$279,281,555 to \$282,331,538.

The Total Target Cost is increased by \$3,049,983 from \$1,134,028,865 to \$1,137,078,848.

The Cost Incentive (Target) remains unchanged at \$23,946,673.

The Cost Incentive (Maximum) remains unchanged at \$62,648,368. The overall CLIN-1 Max Fee, including milestones and performance fee, also remains unchanged at \$134,768,496.

Note: Fee is not included on POH for this modification. Both parties have agreed that no additional fee will be paid on scope incremental to what was included in Fluor Idaho's IWTU Phase 2 Project Execution plan (PEP). The scope included in this modification is incremental to what was in the original IWTU Phase 2 PEP.

CLIN-6: Integrated Waste Treatment Unit (IWTU) is revised to incorporate the change stated above.

The DMR Aging Coupons and Schedule Extension is definitized at a direct cost of \$8,880,068. Fee for Authorized Unpriced Work (AUW) added under Phase 2 is \$0.

Additional Hazen and Laboratory/Consultant Support is definitized at a direct cost of \$5,879,459. Fee for Authorized Unpriced Work (AUW) added under Phase 2 is \$0.

Canister Decontamination Initial Conceptual Design is definitized at a direct cost of \$848,904. Fee for Authorized Unpriced Work (AUW) added under Phase 2 is \$0.

Product Sampling Engineering and Partial Procurement is definitized at a direct cost of \$483,894. Fee for Authorized Unpriced Work (AUW) added under Phase 2 is \$0.

PGF Remove & Clean Uncoated Elements is definitized at a direct cost of \$852,024. Fee for Authorized Unpriced Work (AUW) added under Phase 2 is \$0.

The estimated cost for IWTU Phase 2 is increased by \$16,944,349 from \$73,419,915 to \$90,364,264.

Summary:

The Total Contract Value, including options, is increased by \$19,994,332 from \$1,755,698,595 to \$1,775,692,927.

The attached B.2(c) Fee Model has been updated to reflect the adjustment to CLIN-1 & CLIN-6.

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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)	854,747,310	134,768,496		1,271,847,344
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	282,331,538			
	1,137,078,848			
Target Fee			56,285,403	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		72,120,128		
Subtotal Incremental Cost Incentive Fee		62,648,368		
Cost Incentive Breakout				
Cost Incentive (Max)		62,648,368		12.95%
Cost Incentive (Target)			23,946,673	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)	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	
<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)	90,364,264	5,523,919		\$ 95,888,183
Total (Excluding C.6.1 IWTU Ops)	\$ 109,696,112	\$ 6,480,845		\$ 116,176,957
<u>Total Contract Cost (Excluding Options)</u>				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,500,426,825	154,103,209	58,788,598	1,654,530,034
<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	1,607,698,090	167,994,838	64,098,526	1,775,692,927
<u>Contract Performance Ceiling (B.6)</u>				
Contract Performance Ceiling	1,361,573,757			
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).

- SECTION B.6(a)(2) CONTRACT PERFORMANCE CEILING** is increased by \$3,049,983 from \$1,358,523,774 to \$1,361,573,757. CLIN-6 is excluded from Section B.6.
- SECTION C.6.1.5 DMR AGING COUPONS AND SCHEDULE EXTENSION** is incorporated as follows:

Prior to the waterjet cutting for the DMR manway access, welding issues were identified due to potential thermal instability. Lack of heat stress manufactory data required development of a technical approach to demonstrate the ability to weld non-heat stressed material to heat stressed material. This scope is in addition to the Phase-2 project plan and caused a schedule delay. Fluor Idaho is expected to coordinate with BEA who will perform an additional scope of work.

Based on the changes stated above, the CLIN-6 estimated cost is increased by \$8,880,068. The fixed fee for Phase 2 remains unchanged at \$5,523,919.

4. SECTION C.6.1.6 ADDITIONAL HAZEN AND LABORATORY/CONSULTANT SUPPORT is incorporated as follows:

The original scope of work for the Hazen and Laboratory/Consultant Support included bench-scale testing and fabrication, installation, and operation of an 18 inch pilot plant to test and understand operational controls to be used at IWTU. The initial test runs, along with Simulant Run 1 at IWTU, demonstrated the need for fundamental changes to the configuration of the DMR. The added scope includes fabrication, testing, and evaluation of three distinctly different fluidizing configurations and a prototype of the design to be implemented at IWTU, as well as the subsequent testing to develop operating parameters for IWTU.

Based on the changes stated above, the CLIN-6 estimated cost is increased by \$5,879,459. The fixed fee for Phase 2 remains unchanged at \$5,523,919.

5. SECTION C.6.1.7 CANISTER DECONTAMINATION INITIAL CONCEPTUAL DESIGN is incorporated as follows:

The planned and completed conceptual design tests demonstrated that the use of liquid nitrogen was not effective. Additional testing and conceptual development was necessary to ascertain feasible and effective decontamination and cleaning methods. The Target Cost Adjustment captures the follow-on conceptual design and testing.

Based on the changes stated above, the CLIN-6 estimated cost is increased by \$848,904. The fixed fee remains for Phase 2 unchanged at \$5,523,919.

6. SECTION C.6.1.8 PRODUCT SAMPLING ENGINEERING AND PARTIAL PROCUREMENT is incorporated as follows:

The original Phase 2 scope included modification of the existing system to improve ability to reliably collect operational samples. The additional scope is to add the ability to collect, remove and safely store radiologically 'hot' samples from the sample cell during waste treatment operations.

Based on the changes stated above, the CLIN-6 estimated cost is increased by \$483,894. The fixed fee for Phase 2 remains unchanged at \$5,523,919.

7. SECTION C.6.1.9 PGF REMOVE & CLEAN UNCOATED ELEMENTS is incorporated as follows:

This involves removing, cleaning, and testing the Process Gas Filter (PGF) uncoated filter elements. Removal and replacement of the installed PGF filter elements was originally planned to occur in Phase 3 prior to the introduction of Tank Waste. During Simulant Run 2 it became clear that the filters were not performing as expected and would need to be inspected and evaluated prior to Simulant Run 3. The target cost adjustment captures the effort to remove, clean, test, and evaluate the condition of PGF filter elements.

Based on the changes stated above, the CLIN-6 estimated cost is increased by \$852,024. The fixed fee for Phase 2 remains unchanged at \$5,523,919.

No other changes to Section C.6.

8. SECTION I.26 – FAR 52.215-13 – SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010) is revised as follows:

This section is updated to increase the threshold for the requirement of Certified Cost or Pricing Data from \$750K to \$2M in accordance with Deviation #: 2018-O0015.

9. 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 \$3,049,983 under CLIN-1 and \$16,944,349 under CLIN-6, for a total adjustment of \$19,994,332.

No other changes to the contract terms and conditions.