

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0141	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)

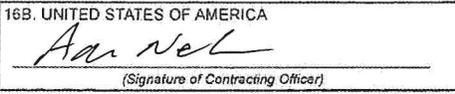
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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: Section I.100, FAR 52.243-2, Changes - Cost Reimbursement (AUG 1987) Alternate II and III (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 adjust CLIN-6 cost and fee based on Defense Contract Audit Agency report provided to DOE-ID on July 17, 2019. In addition, this modification revises Section H and Section I of the contract. Please refer to the Continuation Pages incorporated as part of this modification for further detail. The Contractor is directed to continue operations in accordance with contract Section B.2.

Continued ...

15A. NAME AND TITLE OF SIGNER (Type or print) Thomas M. Williams Director, Prime Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Aaron Nebeker	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9-5-19	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 9/5/19

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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0141

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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>Payment: OR for Idaho U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831</p> <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: \$1,742,102,382.00 Incrementally Funded Amount: \$1,422,292,659.70</p> <p>This modification decreases the Total Contract Value (including options) by \$1,132,181 from \$1,864,397,458 to \$1,863,265,277. See continuation pages for further details.</p>			1,742,102,382.00	

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)*.

This modification (1) decreases the value of CLIN-6 incorporated under Section C.6.1.10 *Integrated Waste Treatment Unit (IWTU) Phase 3/4 Facility Modifications, Confirmatory Demonstration Run, System Performance Tests, and the Startup of Radioactive Operations* as a result of the recent DCAA audit of the IWTU Phase 3/4 Part A proposal; (2) Incorporates changes to Section H.4(n) – *Employee Compensation: Pay and Benefits*; and (3) Incorporate FAR Clause 52.204-25, *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment* under Section I.

The following changes are hereby made to the contract:

1. **SECTION B.2 (c) 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 \$856,279,401.

The Indirect Target Cost is decreased by \$153,979 from \$294,460,680 to \$294,306,701.

The Total Target Cost is decreased by \$153,979 from \$1,150,740,081 to \$1,150,586,102.

The Cost Incentive (Target) is decreased by \$7,622 from \$24,548,503 to \$24,540,881

The Cost Incentive (Maximum) is decreased by \$19,940 from \$64,222,854 to \$64,202,914. The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly decreased by \$19,940 from \$136,342,982 to \$136,323,042.

CLIN-6: Integrated Waste Treatment Unit (IWTU) Operations and Turnover:

The estimated cost for CLIN-6 is decreased by \$855,438 from \$61,621,715 to \$60,766,277.

The fixed/milestone fee under CLIN-6 is decreased by \$102,824 from \$7,406,930 to \$7,304,106.

***Note: The overall rate and structure of the fee under Phase 3/4 remain unchanged. In addition, the milestone completion criteria for each milestone remains unchanged in Attachment A – IWTU Phase 3/4 Milestone Fee Plan in modification 131.

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IWTU Phase 3/4 Fee			Original Mod 131	Revised Mod 141
Fixed Fee (6.09%)			\$ 3,750,000	\$ 3,697,904
Milestone Fee (5.93%)			\$ 3,656,930	\$ 3,606,203
Total Fee Available (12.02%)			\$ 7,406,930	\$ 7,304,106
Milestone #	% of Fee	Description	Amount	Amount
1	10%	Complete PGF Filter Hazen Tests & Filter Selection	\$ 365,693	\$ 360,620
2	5%	Complete Canister Fill Decon System Integrated System Test	\$ 182,847	\$ 180,310
3	10%	Complete Canister Decon System Installation and Wet/Dry System Installation	\$ 365,693	\$ 360,620
4	20%	Complete Outage J	\$ 731,386	\$ 721,241
5	20%	Complete Phase 3 IWTU Confirmatory Simulant Run and Contractor Readiness Assessment	\$ 731,386	\$ 721,241
6	35%	Conduct System Performance Test (SPT) and submit SPT report to the State of Idaho Department of Environmental Quality	\$ 1,279,926	\$ 1,262,171
SUM	100%		\$ 3,656,930	\$ 3,606,203

Summary:

The Contract Value is decreased by \$1,132,181 (cost and fee adjustments under CLIN-1 & CLIN-6) from \$1,864,397,458 to \$1,863,265,277.

The attached B.2(c) Fee Model has been updated to reflect the adjustment to CLIN-1 and 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)	856,279,401	136,323,042		1,286,909,144
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	294,306,701			
	1,150,586,102			
Target Fee			56,954,012	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		72,120,128		
Subtotal Incremental Cost Incentive Fee		64,202,914		
Cost Incentive Breakout				
Cost Incentive (Max)		64,202,914		12.95%
Cost Incentive (Target)			24,540,882	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)	39,395,178	2,142,751		41,537,929
<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
IWTU Phase 3/4 - Startup of Radiological Operations (C.6.1.10) (Fixed/Milestone Fee)	60,766,277	7,304,106		68,070,383
Total (Excluding C.6.1 IWTU Ops)	\$ 170,462,389	\$ 13,784,951		\$ 184,247,340
<u>Total Contract Cost (Excluding Options)</u>				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,578,930,670	163,171,714	59,457,207	1,742,102,384
<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	1,686,201,935	177,063,343	64,767,135	1,863,265,277
<u>Contract Performance Ceiling (B.6)</u>				
Contract Performance Ceiling	1,380,865,871			
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.

- SECTION B.6(a)(2) CONTRACT PERFORMANCE CEILING** is decreased by \$173,919 from \$1,381,039,790 to \$1,380,865,871
- 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.6.1.10, INTEGRATED WASTE TREATMENT UNIT (IWTU) PHASE 3/4, FACILITY MODIFICATIONS, CONFIRMATORY DEMONSTRATION RUN, SYSTEM PERFORMANCE TESTS, AND THE STARTUP OF RADIOACTIVE OPERATIONS** is decreased as follows:

Based on the DCAA audit results, the estimated cost under CLIN-6 estimated cost is decreased by \$855,438 from \$61,621,715 to \$60,766,277. The fixed/milestone fee under CLIN-6 is decreased by \$102,824 from \$7,406,930 to \$7,304,106.

5. **SECTION H.4(n) Performance Based Incentive Plan** is revised to incorporate the following:

The Contractor is directed to invoice separately for the employee incentive payments. The Contractor shall not include these costs on its normal bi-weekly cost invoices. As a result, there will be an additional invoice once a year for the employee incentive payout costs that does not impact the Contractor's contractual requirement to only submit cost invoices every two weeks. In addition, the Contractor is directed to allocate the annual employee incentive payout costs to the CLINS in the following manner for Fiscal Years 2016 through 2018 – 91% for CLIN 0001, 4% for CLIN 0003, and 5% for CLIN 0006. For the remaining contract period of performance, the CLIN allocation percentages will be reconciled on an annual basis. The Contractor shall submit its documentation for CLIN allocation to the Contracting Officer for validation. As a result of this directed charging practice, the employee based incentive plan costs must be excluded from the Fringe pool in order to accurately represent this established charging practice for these costs. The amount billed for the employee incentive plan costs shall only represent the DOE-ID portion of the actual payout to the employees. This shall not include the employer portion of payroll taxes or any indirect adders.

No other changes to Section H.4(n).

6. **SECTION I.174, FAR Clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment:**

An interim rule amending the FAR to implement section 889(a)(1)(A) of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115-232) has been issued effective Aug 13, 2019.

Based on the above, FAR Clause 52.204-25, *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment* is incorporated by this contract modification.

There is no cost impact to the contract.

7. **CONTRACTOR'S STATEMENT OF RELEASE:** In consideration of the modification agreed to herein as a complete equitable adjustment (Part A scope) for the directed change to incorporate the work scope under CLIN-6 Section C.6.1.10, Integrated

Waste Treatment Unit (IWTU) Phase 3/4 Part A Facility Modifications, Confirmatory Demonstration Run, System Performance Tests, and the Startup of Radioactive Operations, 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 (\$1,132,181).

No other changes to the terms and conditions.