

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 0160 See Block 16C

6. ISSUED BY CODE 892432 7. ADMINISTERED BY (If other than Item 6) CODE 00701
 Idaho Operations Office Idaho Operations
 Idaho Operations U.S. Department of Energy
 U.S. Department of Energy Idaho Operations
 Idaho Operations 1955 Fremont Avenue
 Idaho Falls ID 89415 MS 1221
 Idaho Falls ID 83415

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 FLUOR IDAHO, LLC (x)
 Attn: AMANDA JORDAN 9B. DATED (SEE ITEM 11)
 1070 RIVERWALK DRIVE, SUITE 201
 IDAHO FALLS ID 83402
 10A. MODIFICATION OF CONTRACT/ORDER NO.
 DE-EM0004083
 10B. DATED (SEE ITEM 13)
 02/04/2016
 CODE 968795604 FACILITY CODE

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 revise CLIN-1 to include the scope of work identified in Fluor Idaho, LLC letter CCN 323806, INTEC Paving to Alleviate Legacy Safety Concerns, and corresponding attachment, Proposed 2019 INTEC Paving. 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.

Delivery Location Code: 00701
 Idaho Operations
 U.S. Department of Energy
 Idaho Operations
 1955 Fremont Avenue
 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)
 Thomas M. Williams Director, Prime Contracts Jennifer K. Cate
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (Signature of person authorized to sign) 12/9/19 (Signature of Contracting Officer) 12/9/19

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0160

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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>Idaho Falls ID 83415 US</p> <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: \$1,809,160,210.72 Incrementally Funded Amount: \$1,513,206,909.90</p> <p>This modification increases the Total Contract Value (including Options) by \$1,311,165 from \$1,929,971,036 to \$1,931,282,201. See Continuation Pages for further details.</p>			1,809,160,210.72	

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 bilateral contract modification revises CLIN-1 to include the scope of work identified in Fluor Idaho, LLC letter (CCN 323806), Thomas M. Williams to Jennifer K. Cate, Subject: Contract No. DE-EM0004083 – Idaho Nuclear Technology and Engineering Center (INTEC) Paving to Alleviate Legacy Safety Concerns – Request for Notice to Proceed and Not-To-Exceed (NTE), dated June 25, 2019 and in the attachment “Proposed 2019 INTEC Paving” dated June 12, 2019. The indirect cost under CLIN-1 is adjusted to reflect the changes made to the POH table attached per Section B.15(g).

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 \$983,760 from \$894,268,042 to \$895,251,802.

The Indirect Target Cost (POH) is increased by \$177,077 from \$305,621,453 to \$305,798,530.

The Total Target Cost is increased by \$1,160,837 from \$1,199,889,495 to \$1,201,050,332.

The Cost Incentive (Target) is increased by \$57,461 from \$26,981,399 to \$27,038,860.

The Cost Incentive (Maximum) is increased by \$150,328 from \$68,856,372 to \$69,006,700. The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly increased by \$150,328 from \$142,707,831 to \$142,858,159.

Summary:

The Total Contract Value, including options, is increased by \$1,311,165 from \$1,929,971,036 to \$1,931,282,201.

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)	895,251,802	142,858,159		1,343,908,491
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	305,798,530			
	1,201,050,332			
Target Fee			59,451,991	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		73,851,459		
Subtotal Incremental Cost Incentive Fee		69,006,700		
Cost Incentive Breakout				
Cost Incentive (Max)		69,006,700		12.95%
Cost Incentive (Target)			27,038,860	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)	53,514,133	2,695,357		56,209,490
<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) (Definitized by Modification 152)	0	-	\$ 6.53	\$ -
	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)	121,259,798	14,575,427		135,835,225
Total (Excluding C.6.1 IWTU Ops)	\$ 230,955,910	\$ 21,056,272		\$ 252,012,182
<u>Total Contract Cost (Excluding Options)</u>				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,659,699,445	171,992,267	61,955,186	1,831,691,712
<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 050)	-	-	-	-
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 (Definitized by Modification 142)	-	-	-	-
00001i - RH TRU Lot 11 GFY 2021 Option Work	12,607,309	1,632,647	624,062	14,239,956
Total Options	88,172,191	11,418,299	4,364,524	99,590,490
Total Contract Cost (Includes Options) and Max Fee	1,747,871,636	183,410,566	66,319,710	1,931,282,201
<u>Contract Performance Ceiling (B.6)</u>				
Contract Performance Ceiling	1,451,984,173			
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 \$1,311,165 from \$1,450,673,008 to \$1,451,984,173.

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.3.2.01.01 INTEC Paving** is added to include the following work scope:
The Contractor shall complete the scope identified in Fluor Idaho, LLC letter (CCN 323806), Thomas M. Williams to Jennifer K. Cate, Subject: Contract No. DE-EM0004083 – Idaho Nuclear Technology and Engineering Center (INTEC) Paving to Alleviate Legacy Safety Concerns – Request for Notice to Proceed and Not-To-Exceed (NTE), dated June 25, 2019 and in Attachment “Proposed 2019 INTEC Paving” dated June 12, 2019.

The CLIN-1 Direct Target Cost is increased by \$983,760 and the Indirect Target Cost (POH) is increased by \$177,077. The corresponding target fee is increased by \$57,461, and the max fee is increased by \$150,328.

No other changes to Section C.3.2.

5. **CONTRACTOR'S STATEMENT OF RELEASE:** In consideration of the modification agreed to herein as a complete equitable adjustment for the directed changed 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 is \$1,311,165.

No other changes to the contract terms and conditions.

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
132	FY 2019 Calcine Additional Scope and IORC move	\$	4,230,314	\$	39,395,178
145	RH LLW SME Review Updated Performance Assessment	\$	5,882	\$	39,401,060
149	Navy Borehole Invoices	\$	5,903,367	\$	45,304,427
153	Calcine FY 2020	\$	8,209,706	\$	53,514,133
CLIN 00003 Change from Initial Contract		\$	40,987,632	\$	53,514,133

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
	DMR Aging Coupons, Hazen/Lab Support, Canister Decon Conceptual Design, Product Sampling, Remove/Clean Uncoated Elements on PGF.	\$	16,944,349	\$ 154,004,043
128	IWTU Phase 3/4 Facility Mods, Confirmatory Demonstration Run, System Perf Tests, Start Rad Ops	\$	61,621,715	\$ 215,625,758
141	DCAA Audit - IWTU Phase 3/4 Part A	\$	(855,438)	\$ 214,770,320
152	IWTU Phase 3/4 Part B (Less IWTU Ops)	\$	16,185,590	\$ 230,955,910
CLIN 00006 Change from Initial Contract		\$	186,516,911	\$ 230,955,910