

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0173	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		9A. AMENDMENT OF SOLICITATION NO. (x)	
CODE 968795604		9B. DATED (SEE ITEM 11)	
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

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 scope 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 CONTRACTING OFFICER THE PRIME CONTRACTOR 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 2/19/2020
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 2/19/2020

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0173

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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 1,888,226,690.72</p> <p>Line item value is: \$1,888,226,690.72 Incrementally Funded Amount: \$1,616,523,755.91</p> <p>This modification increases the Total Contract Value (including Options) by \$621,343 from \$2,009,727,338 to \$2,010,348,681.</p>				

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 definitizes the equitable adjustment under CLIN-1 for the Fort St. Vrain work scope added to Section C.7.2 of the contract. The indirect cost under CLIN-1 is adjusted to reflect this change per Section B.15(g).

This modification also corrects the fee distribution related to the scope incorporated in Section C.7.1.06 by Modification 145. In addition, this modification addresses changes to Section B.15(g) of the contract regarding the POH tracking table.

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 \$466,190 from \$905,368,942 to \$905,835,132.

The Indirect Target Cost (POH) is increased by \$83,914 from \$315,965,523 to \$316,049,437.

The Total Target Cost is increased by \$550,104 from \$1,221,334,465 to 1,221,884,569.

The Cost Incentive (Target) is increased by \$27,230 from \$27,888,369 to \$27,915,599.

The Cost Incentive (Maximum) is decreased by \$516,164* from \$71,229,151 to \$70,712,987.

*This decrease is due to the following: Modification 145 incorrectly included the milestone fee associated with the 749 peach bottom work in the Cost Incentive Fee in the B.2(c) table instead of the Schedule Milestones, Annual Milestones and Performance Incentive Fee for CLIN 00001 in the B.3(d) table. This modification corrects the error by subtracting \$587,402 from Cost Incentive (Maximum) under CLIN-1 and adding this amount to the Subtotal Milestone-Schedule and Performance Fee (B.3(d)), for a net zero change. The B.3(d) table, Schedule Milestones (CLIN-1), is revised to include the negotiated three milestones, as detailed below.

The overall CLIN-1 Max Fee, including milestones and performance fee, is increased by \$71,238 from \$145,080,610 to \$145,151,849.

Summary:

The Total Contract Value, including options, is increased by \$621,343 from \$2,009,727,338 to \$2,010,348,681.

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)	905,835,132	145,151,849		1,367,036,418
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	316,049,437			
	1,221,884,569			
Target Fee			60,483,286	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		74,438,862		
Subtotal Incremental Cost Incentive Fee		70,712,987		
Cost Incentive Breakout				
Cost Incentive (Max)		70,712,987		12.95%
Cost Incentive (Target)			27,915,599	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)	56,784,084	2,937,333		59,721,417
<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)	19,331,848.00	956,926.00		20,288,774.00
IWTU Phase 2 - Technical Issue Resolution (C.6.1.2) (Milestone Fee)	90,364,264.00	5,523,919.00		95,888,183.00
IWTU Phase 3/4 - Startup of Radiological Operations (C.6.1.10) (Fixed/Milestone Fee)	167,391,405.00	20,870,446.35		188,261,851.35
Total (Excluding C.6.1 IWTU Ops)	277,087,517.00	27,351,291.35		304,438,808.35
<u>Total Contract Cost (Excluding Options)</u>				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,729,935,240	180,822,952	62,986,481	1,910,758,192
<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	1,818,107,431	192,241,251	67,351,005	2,010,348,681
<u>Contract Performance Ceiling (B.6)</u>				
Contract Performance Ceiling	1,478,382,050			

No other changes to Section B.2(c).

- SECTION B.3(d) Schedule Milestones, Annual Milestones and Performance Incentive Fee for CLIN 00001**, is revised to include Schedule Milestones for scope at contract Section C.7.1.06, incorporated by Modification 145. The table is revised as follows:

Schedule Milestones (CLIN-1)	Early Date	Min Fee Date	Max Fee Amount	Min Fee Amount
SM-1 Complete the Final Design Document for the SDA Cap	12/31/2019	4/30/2020	\$ 876,093	0
SM-2 Complete CH-TRU Retrieval in TSA-RE	5/31/2017	8/31/2017	\$ 1,971,210	0
SM-3 Complete treatment of RH-TRU Lots 1-9	8/31/2016	9/30/2016	\$ 2,190,234	0
SM-4 Complete RCRA Closure on INTEC Tank Farm Facility	8/1/2017	1/15/2018	\$ -	0
SM-5 Complete 1648 EBR II Bottle Placements	N/A	5/31/2021	\$ 3,840,000	0
SM-6 Complete Placement of 952 ATR Elements	N/A	5/31/2021	\$ 2,190,234	0
SM-8 Complete Treatment of ISA Debris Waste + Rework	6/30/2019	9/1/2019	\$ 4,500,000	0
SM-9 Complete Treatment of ISA Non-Debris Waste	7/31/2020	10/1/2020	\$ 3,500,000	0
SM-10 Complete Treatment of ISA Non-Debris Rework	N/A	5/1/2021	\$ 1,000,000	0
SM-11 - Complete Certification of ISA Waste Streams 1-10 in FY 2019	N/A	10/1/2019	\$ 350,000	0
SM-12 - Complete Certification of ISA Waste Streams 1-20 in FY 2020	N/A	10/1/2020	\$ 475,000	0
SM-13 - Complete Certification of ISA Waste Streams 1-31 in FY 2021	N/A	6/1/2021	\$ 600,000	0
Mod 145 - Peach Bottom Milestone #1 - Inspection Reports		9/30/2020	\$ 195,801	0
Mod 145 - Peach Bottom Milestone #2 - Transfer 5 Low Risk Vaults		12/20/2020	\$ 195,801	0
Mod 145 - Peach Bottom Milestone #3 - Conceptual Design		1/31/2021	\$ 195,801	0
Subtotal Schedule Milestones			\$ 22,080,174	0
Annual Milestones			Max Fee Amount	Target Fee Amount
AM-1 CH Meters Ready to be shipped	Total Contract Fee		\$ 13,377,945	\$ 5,113,577
Total Amount of cubic meters of ISA (CH-TRU and MLLW to be certified and shipped)				10,300
		Treatment	Certification	Shipping
Fee Per Unit		\$ 1,428.97	\$ 476.32	\$ 476.32
CEd-12/31/2018 Fee Paid	\$ 5,399,291.74			
AM-2 Acres Exhumed (measured by acre)			\$ 14,893,589	\$ 5,692,916
Total acreage to be exhumed				1.55
Fee per unit at associated Annual Quantity (fee Step/Total Acres)	\$ 6,726,137	\$ 2,570,994	\$ 2,337,267	\$ 1,298,482
Annual Quantity (Acres)	> than .50	.40 - .49	.25 - .39	0.0 - .24
AM-3 MLLW and LLW Disposition		\$ 2,628,280		
AM-4 CH TRU Waste Certified Backlog		\$ 1,400,000		
Subtotal Annual Milestones		\$ 32,299,814		
Performance Incentive			No Sliding Scale	
P-1 Process and ship all CH/RH TRU out of Idaho	12/31/2018		\$ 11,289,215	
P-2 Complete Exhumation of all buried waste and Phase I report	8/31/2020		\$ 7,608,603	
P-3 Critical Failures	N/A		\$ 8,760,935	
P-4 RH TRU Waste Disposition (Base Fee = \$1,958,005; Option 1 Fee = \$1,731,331)			\$ 3,689,336	
Subtotal Performance Incentive			\$ 20,058,874	
Total Milestone/Performance Fees			\$ 74,438,862	

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

The current Contract Performance Ceiling (CPC) is increased by \$621,343 from \$1,477,760,707 to \$1,478,382,050.

4. SECTION B.15(g) regarding the POH Tracking Table is revised as follows:

Once the original/contract award direct cost value of \$975,624,953 is exceeded by \$1 as a result of any contract modification that increases the direct cost, an incremental change to CLIN 00001 Indirect Target Cost Pool will be made by applying an agreed to fixed rate of 18% of the corresponding Direct Cost for the contract change. Conversely, the 18% fixed POH rate will be applied to all cost reductions until the contract value of \$975,624,953 is reached. Once it has been reached, no adjustments in POH will occur until the contract has exceeded the original value.

NOTE: The value of \$975,624,953 includes the direct costs for all CLINs (including priced options) except CLIN 00005 - Defined Benefit Pension Plan Costs.

~~Attachment A—POH Tracking Tool is incorporated as part of this modification. Attachment A will be a living document to ensure a proper adjustment is made with each contract modification if the net change is below or above the original/contract award value of~~

~~\$975,624,953. Attachment A will be included with each contract modification when the target/estimated cost and associated fee is revised, regardless of the CLIN.~~

Both parties agree this is the methodology that will be used for the remaining contract period of performance. Should incremental POH be incorporated under this contract, the negotiated indirect cost will not receive the 18% POH fixed rate. Pension and G&A rates are excluded from this fee calculation and remain non-fee bearing.

No other changes to Section B.15(g).

- 5. SECTION C.7.2 NRC Licensed SNF Storage Facilities** adds the following work scope related to FSV Workstations:

The Contractor shall procure and install 15 workstations to be supplied at FSV and the Willow Creek Building in Idaho. The workstations shall be a mixture of eight (8) desktops and seven (7) laptops. All workstations are required to be Federal Information Security Management Act (FISMA) compliant with cyber security and the systems managed by Fluor Idaho with connectivity to the Fluor network in Idaho. Guest Internet connection will be necessary for equipment to connect between FSV and Idaho. The necessary equipment supporting the connections will also need to be procured and installed. This includes three trips to FSV; once during design/planning, the second during implementation, and the third to relocate the equipment to the permanent facility.

The CLIN-1 direct costs are increased by \$466,190. Indirect target costs are increased by \$83,914. The corresponding CLIN-1 target fee is increased by \$27,230 and the CLIN-1 max fee is increased by \$71,238.

No other changes to Section C.7.2.

- 6. 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 \$621,343.

No other changes to the contract terms and conditions.