

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0176	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

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 (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.

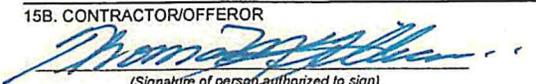
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 968795604

The purpose of this modification is to definitize the equitable adjustment under CLIN-1 for removal of CPP-1621 (Batch Plant) and for the CPP-659 roof repair/replacement work scope added to Section C.3.2 of the contract. 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.

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	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jennifer K. Cate
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 3/5/2020
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 3.5.2020

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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0176

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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 1,915,840,208.00</p> <p>Line item value is: \$1,915,840,208.00 Incrementally Funded Amount: \$1,616,523,755.91</p> <p>This modification increases the Total Contract Value (including Options) by \$5,082,016 from \$2,010,348,681 to \$2,015,430,697.</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 removal of CPP-1621 (Batch Plant) and for the CPP-659 roof repair/replacement work scope added to Section C.3.2 of the contract. The indirect cost under CLIN-1 is adjusted to reflect this change 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 \$3,813,008 from \$905,835,132 to \$909,648,140.

The Indirect Target Cost (POH) is increased by \$686,342 from \$316,049,437 to \$316,735,779.

The Total Target Cost is increased by \$4,499,350 from \$1,221,884,569 to \$1,226,383,919.

The Cost Incentive (Target) is increased by \$222,718 from \$27,915,599 to \$28,138,317.

The Cost Incentive (Maximum) is increased by \$582,666 from \$70,712,987 to \$71,295,653.

The overall CLIN-1 Max Fee, including milestones and performance fee, is increased by \$582,666 from \$145,151,849 to \$145,734,515.

Summary:

The Total Contract Value, including options, is increased by \$5,082,016 from \$2,010,348,681 to \$2,015,430,697.

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)	909,648,140	145,734,515		1,372,118,434
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	316,735,779			
	1,226,383,919			
Target Fee			60,706,004	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		74,438,862		
Subtotal Incremental Cost Incentive Fee		71,295,653		
Cost Incentive Breakout				
Cost Incentive (Max)		71,295,653		12.95%
Cost Incentive (Target)			28,138,317	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
	1,734,434,590	181,405,618	63,209,199	1,915,840,208
<u>Total Contract Cost (Includes Options)</u>				
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 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	1,822,606,781	192,823,917	67,573,723	2,015,430,697
<u>Contract Performance Ceiling (B.6)</u>				
Contract Performance Ceiling	1,483,464,066			
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 \$5,082,016 from \$1,478,382,050 to \$1,483,464,066.

3. SECTION C.3.2.09 INTEC CPP-659 Roof Repair/Replacement is added as follows:

The Contractor shall complete all scope necessary to repair/replace the roof at CPP-659 to include:

- A. Characterizing the existing roof materials for asbestos-containing material (ACM) and radiological or hazardous contamination. Should asbestos, lead, or any other hazardous material be identified, the Contractor shall notify the DOE. This includes any process resulting in the need for a modification to the Resource Conservation and Recovery Act (RCRA) permit.
- B. Project preparation consisting of developing documents for engineering, planning, and design support.
- C. Performing repair/replacement of the roof in sections to minimize the impact to operations. No interior repairs are included in this scope.
- D. Removal of all existing built-up gravel roofing and insulation down to the metal deck, including removal of metal edging and flashing.
- E. Managing the waste and disposing of all waste at the Idaho CERCLA Disposal Facility (ICDF).
- F. Installation of layers of insulation to metal deck.
- G. Installation of reinforced fully adhered ethylene propylene diene terpolymer (EPDM) roof membrane over insulation.
- H. Installation of new edging and flashing around perimeter of roof, pipes, vents, and penetrations to ensure roof is watertight.
- I. Providing resource support i.e. project management, radiological, engineering, industrial health and safety, work order planning, planning and controls, subcontracts administration, waste management, environmental resources, and skilled craft support to remove and re-install roof equipment as necessary such as lightning protection, exhaust hoods, or other non-structural equipment on the roof.

The CLIN-1 direct costs are increased by \$3,000,376. Indirect target costs are increased by \$540,068. The corresponding CLIN-1 target fee is increased by \$175,252 and the CLIN-1 max fee is increased by \$458,488.

No other changes to Section C.3.2.09.

4. Exhibit C-3 List of ICP Core EM Building and Structures, CPP-1621 Cement Batch Plant is unchanged. Per the direction of the CO, the Contractor removed this structure and submitted the actual costs to perform this scope.

The CLIN-1 direct costs are increased by \$812,632. Indirect target costs are increased by \$146,274. The corresponding CLIN-1 target fee is increased by \$47,466 and the CLIN-1 max fee is increased by \$124,178.

No other changes to Section C.

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 \$5,082,016.

No other changes to the contract terms and conditions.