

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0181	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 an equitable adjustment under CLIN-1 and CLIN-6 for work scope related to IWTU Contamination Control and the Remote Analytical Laboratory (RAL). These scopes of work impact section C.6.1.10 and 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) FREDERICK P. HUGHES, PRESIDENT / PM	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Aaron Nebeker
15B. CONTRACTOR/OFFEROR Frederick P. Hughes (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA AARON Digitally signed by AARON NEBEKER Date: 2020.03.25 NEBEKER
15C. DATE SIGNED 3/24/2020	16C. DATE SIGNED 3/25/2020

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0181

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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 1,928,930,996.00</p> <p>Line item value is: \$1,928,930,996.00 Incrementally Funded Amount: \$1,642,756,985.03</p> <p>This modification increases the Total Contract Value (including Options) by \$3,200,300 from \$2,025,321,185 to \$2,028,521,485.</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 modification definitizes work scope related to IWTU Contamination Control incorporated under CLIN-6 Section C.6.1.10, Integrated Waste Treatment Unit (IWTU) Phase 3/4 Part C Facility Modifications, Confirmatory Demonstration Run, System Performance Tests, and the Startup of Radioactive Operations; and scope related to Remote Analytical Laboratory (RAL) incorporated under Section C.3.2 INTEC Infrastructure.

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 as follows:

The Direct Target Cost is increased by \$243,764 from \$910,787,798 to \$911,031,562 (RAL only).

The Indirect Target Cost is increased by \$434,998 from \$324,352,639 to \$324,787,637 (RAL: \$43,877 + IWTU Contamination Control: \$391,120)

The Total Target Cost is increased by \$678,762 from \$1,235,140,437 to \$1,235,819,199 (RAL: \$287,642 + IWTU Contamination Control: \$391,120)

The Cost Incentive (Target) is increased by \$33,598 from \$28,571,764 to \$28,605,362 (RAL: \$14,238 + IWTU Contamination Control: \$19,360)

The Cost Incentive (Maximum) is increased by \$87,900 from \$72,279,623 to \$72,367,523. The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly increased by \$87,900 from \$146,868,485 to \$146,956,385 (RAL: \$37,250 + IWTU Contamination Control: \$50,650)

CLIN-6: Integrated Waste Treatment Unit (IWTU) Contamination Control Phase – Part of Phase 3/4:

IWTU Contamination Control is negotiated at a direct cost of \$2,172,891.

Fixed Fee is \$260,747.

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Summary:

The Contract Value is increased by \$3,200,300 (cost and fee adjustments under CLIN-1 & CLIN-6) from \$2,025,321,185 to \$2,028,521,485.

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

B.2(c) Table				
CLIN 00001- TARGET ICP-CORE DOE MISSION WORK (BASE)				
	Target Cost	Max Fee	Target Fee	Total Price
Direct Target Cost w/ ID Spt (No Options Included)	911,031,562	146,956,385		1,382,775,584
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	324,787,637			
	1,235,819,199			
Target Fee			61,173,050	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		74,588,862		
Subtotal Incremental Cost Incentive Fee		72,367,523		
Cost Incentive Breakout				
Cost Incentive (Max)		72,367,523		12.95%
Cost Incentive (Target)			28,605,362	4.95%
CLIN 00002 - TARGET ICP CORE NNPP PPF WORK SCOPE				
	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			1,963,325	
Cost Incentive (Max)		1,412,388	539,870	
CLIN 00003 - NON-TARGET ICP CORE WORK SCOPE				
	Estimated Cost	Fee		Total Price
Total Non-Target Work Scope (See Contracting Officer for Breakout)	56,784,084	2,937,333		59,721,417
CLIN 00004- CONTRACT TRANSITION PERIOD				
Transition	6,811,889	0		6,811,889
CLIN 00005 - DEFINED BENEFIT PENSION PLAN COSTS				
Pension	125,000,000	0		125,000,000
CLIN 00006 INTEGRATED WASTE TREATMENT UNIT (IWTU) OPERATIONS AND TURNOVER				
	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)	169,564,296.00	21,131,193.27		190,695,489.27
Total (Excluding C.6.1 IWTU Ops)	279,260,408.00	27,612,038.27		306,872,446.27
Total Contract Cost (Excluding Options)				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,746,042,761	182,888,235	63,676,245	1,928,930,996
Total Contract Cost (Includes 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	1,834,214,952	194,306,534	68,040,769	2,028,521,485
Contract Performance Ceiling (B.6)				
Contract Performance Ceiling	1,494,121,216			

No other changes to Section B.2.

2. **SECTION B.6(a)(2) CONTRACT PERFORMANCE CEILING** is increased by \$766,662 from \$1,493,354,554 to \$1,494,121,261.
3. **SECTION C.3.2 INTEC INFRASTRUCTURE** is revised to include the following Remote Analytical Laboratory (RAL) scope:

The Contractor shall place the RAL in a cold, dark, and dry status. This includes the following work scope:

- A. Develop work orders and a detailed working schedule.
- B. Prepare engineering isolation design documents and work order instructions.
- C. Prepare/review all ESH&Q documents and support cold, dark and dry activities.
- D. Isolate, drain, air gap, and/or disconnect associated systems such as power, water, sewer, alarms, fire protection, etc.
- E. Perform radiological surveys, document radiological conditions, ensure installation of proper postings and perform any reviews required
- F. Establish a waste disposition path and ensure all waste is properly disposed.
- G. Close out all work orders associated with the facility changes.
- H. Provide management throughout the duration of the project.

Based on this change, the CLIN-1 direct cost is increased by \$243,764 and the indirect costs for POH are increased by \$43,878. The corresponding target fee is increased by \$14,238 and the max fee is increased by \$37,250.

No other changes to Section C.3.2.

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 revised to include the following IWTU Contamination Control work scope:

Overall Phase 3/4 scope of work:

The Contractor shall perform all necessary work to achieve the startup of radiological operations (processing sodium bearing waste). This includes facility modifications, a confirmatory demonstration run, and system performance tests.

IWTU Control of Contaminated Canisters - The scope of work specific to this modification, includes:

- Modifying the Canister Fill Cells 0 & 1 HVAC systems
- Modifying the Canister Fill tube shroud design
- Pre/Post-cleaning of the Fill tube
- Evaluating and optimizing can fill tree purges and procedures Engineering and Operational evaluations of the timing and extent of Can Fill Tree purges and associated procedures.
- Modifying the Vault Loading Cell HVAC system

- Modifying the Vault Loading Cell; and
- TPR and ALARA reviews

The overall scope of work is broken down into three parts. Part A was scope that could be well defined and accurately estimated early on. Part A has been definitized as modification 131. Part B was scope that was known early on but could not be definitively estimated at the time of Part A proposal submission. Part B has been definitized as modification 152. Part C items (above) were items that could not be known at the beginning of phase 3/4 due to the complexity of this work. However, as they became known they were addressed appropriately in accordance with Section B.15 Advance Understanding – Changes to Cost and Fee.

The scope added with this modification was included in Part C, but only as a ROM. The details at the time of the part C submission were not understood sufficiently to be able to estimate accurately.

Based on this change, the CLIN-6 estimated cost for IWTU Phase 3/4 Part C is increased by \$2,172,891 and the corresponding fixed fee for CLIN-6 is increased by \$260,747. In addition, per B.15(g) CLIN-1 indirect costs for POH are increased by \$391,120. The corresponding target fee is increased by \$19,360 and the max fee is increased by \$50,650.

No other changes to Section C.6.1.10.

- 5. CONTRACTOR'S STATEMENT OF RELEASE:** In consideration of the modification agreed to herein as a complete equitable adjustment (Part C 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 C, Section C.3.2 INTEC Infrastructure, 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 net price of the equitable adjustment is \$3,200,300. No other changes to the terms and conditions.