

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0182	3. EFFECTIVE DATE 03/25/2020	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 (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-3, Section C.7.5 Technical Planning and Engineering Support for Naval Reactors. 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

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 <i>Thomas M Williams</i> (Signature of person authorized to sign)	15C. DATE SIGNED 3/30/20	16B. UNITED STATES OF AMERICA Jennifer K. Cate Digitally signed by Jennifer K. Cate Date: 2020.03.30 14:23:04 -0800 (Signature of Contracting Officer)	16C. DATE SIGNED 03/30/2020

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0182

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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>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 1,931,688,723.00 Line item value is: \$1,931,688,723.00 Incrementally Funded Amount: \$1,642,756,985.03</p> <p>This modification increases the Total Contract Value (including Options) by \$2,757,727 from \$2,028,521,485 to \$2,031,279,212.</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 adds language under Section B.3(e)xxii. PI-4 – RH-TRU Waste Disposition and definitizes work scope incorporated under CLIN-3, Section C.7.5 Technical Planning and Engineering Support for Naval Reactors as detailed below. 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 (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 unchanged at \$911,031,562.

The Indirect Target Cost is increased by \$388,622 from \$324,787,637 to \$325,176,259.

The Total Target Cost is increased by \$388,622 from \$1,235,819,199 to \$1,236,207,821.

The Cost Incentive (Target) is increased by \$19,237 from \$28,605,362 to \$28,624,599.

The Cost Incentive (Maximum) is increased by \$50,327 from \$72,367,523 to \$72,417,850.
The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly increased by \$50,327 from \$146,956,385 to \$147,006,712.

CLIN-3: Non-Target Work Scope:

The estimated cost for CLIN-3 is increased by \$2,159,011 from \$56,784,084 to \$58,943,095.

The fixed fee under CLIN-3 is increased by \$159,767 from \$2,937,333 to \$3,097,100.

Summary:

The Contract Value is increased by \$2,757,727 (cost and fee adjustments under CLIN-1 and CLIN-3) from \$2,028,521,485 to \$2,031,279,212.

The attached B.2(c) Fee Model has been updated to reflect the adjustments to CLIN-1 and CLIN-3.

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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)	911,031,562	147,006,712		1,383,214,533
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	325,176,259			
	1,236,207,821			
Target Fee			61,192,287	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		74,588,862		
Subtotal Incremental Cost Incentive Fee		72,417,850		
Cost Incentive Breakout				
Cost Incentive (Max)		72,417,850		12.95%
Cost Incentive (Target)			28,624,599	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)	58,943,095	3,097,100		62,040,195
<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)	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
<u>Total Contract Cost (Excluding Options)</u>				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,748,590,394	183,098,329	63,695,482	1,931,688,723
<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	1,836,762,585	194,516,628	68,060,006	2,031,279,212
<u>Contract Performance Ceiling (B.6)</u>				
Contract Performance Ceiling	1,496,719,176			
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 increased by \$2,597,960 from \$1,494,121,216 to \$1,496,719,176.

3. SECTION B.3(e)xxii. PI-4 – RH-TRU Waste Disposition is revised to include the following:

Option 1 (FY 2020): This PI will be paid on a container-by- container basis as the Contractor completes the scope for each container as defined in Section C.5 and Exhibit B-1 for Option 1. For this Option 1 period, all containers will receive the same fee rate up through and including container 17. If/when the Contractor completes container 18, max fee for this Option 1 period will be earned.

Objective evidence for disposition to a disposal facility includes review and verification of the shipping manifest provided by the receiving disposal facility.

It should be noted that any RH-TRU suspect waste, as agreed to by DOE-ID and Fluor Idaho, will be counted and paid via the RH-TRU fee schedule and not under AM-1. This will ensure no double counting of fee occurs.

Objective evidence via electronic mail shall include the documented DOE-ID and Fluor Idaho agreement for the RH-TRU suspect waste.

Option 2 (FY 2021): This PI will be paid on a container-by- container basis as the Contractor completes the scope for each container as defined in Section C.5 and Exhibit B-1 for Option 2. For this Option 2 period, all containers will receive the same fee rate up through and including container 9. If/when the Contractor completes container 10, max fee for the base period will be earned.

Objective evidence for disposition to a disposal facility includes review and verification of the shipping manifest provided by the receiving disposal facility.

It should be noted that any RH-TRU suspect waste, as agreed to by DOE-ID and Fluor Idaho, will be counted and paid via the RH-TRU fee schedule and not under AM-1. This will ensure no double counting of fee occurs.

Objective evidence via electronic mail shall include the documented DOE-ID and Fluor Idaho agreement for the RH-TRU suspect waste.

No other changes to Section B.3.

4. SECTION C.7.5 TECHNICAL PLANNING AND ENGINEERING SUPPORT FOR NAVAL REACTORS is added to include the following scope:

Technical Planning and Engineering for Prototype Dismantlement and the Expended Core Facility (ECF) - Naval Reactors Facility (NRF)

The Contractor shall complete the following scope by the end of the contract period: planning, performing engineering evaluations, and developing the technical specifications required for Prototype Dismantlement (S1W, A1W, and S5G); developing the S1W reactor vessel disposal reports; preparing the S1W, A1W, and S5G CERCLA Engineering Evaluation and Cost Analysis (EE/CA) Reports and Expended Core Facility (ECF) Grouting

Tunnels / Equipment Pit CERCLA EE/CA Report; and procuring and installing D&D infrastructure. Details of this scope are included in PLN-5915, Rev 1.

Based on this change, the CLIN-1 indirect costs for POH are increased by \$388,622. The corresponding target fee is increased by \$19,237 and the max fee is increased by \$50,327. The CLIN-3 estimated costs are increased by \$2,159,011 and the fee is increased by \$159,767.

No other changes to Section C.7.5.

- 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-3 Section C.7.5 Technical Planning and Engineering Support for Naval Reactors, 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 2,757,727 (cost and fee adjustments under CLIN-1 and CLIN-3). No other changes to the terms and conditions.