

2. AMENDMENT/MODIFICATION NO. 0185	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY Idaho Operations Office Idaho Operations U.S. Department of Energy Idaho Operations Idaho Falls ID 89415	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
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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. 9B. DATED (SEE ITEM 11) 9A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0004083 10B. DATED (SEE ITEM 13) 02/04/2016
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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 add scope to Section C.3.2 INTEC Infrastructure and revise the Section J, Attachment 12 language as described in 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 4/9/2020
16B. STATE OF AGENCY signed by Jennifer K. Cate Date: 2020.04.09 14:39:27 -06:00 (Signature of Contracting Officer)	16C. DATE SIGNED 04/09/2020

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0185

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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 1,934,991,915.00 Line item value is: \$1,934,991,915.00 Incrementally Funded Amount: \$1,642,756,985.03</p> <p>This modification increases the Total Contract Value (including Options) by \$3,303,192 from \$2,031,279,212 to \$2,034,582,404.</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 scope to Section C.3.2 INTEC Infrastructure as detailed below. The indirect cost under CLIN-1 is adjusted to reflect this change per Section B.15(g). This modification also revises the Section J, Attachment 12 language as detailed below.

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 \$2,478,367 from \$911,031,562 to \$913,509,929.

The Indirect Target Cost is increased by \$446,106 from \$325,176,259 to \$325,622,365.

The Total Target Cost is increased by \$2,924,473 from \$1,236,207,821 to \$1,239,132,294.

The Cost Incentive (Target) is increased by \$144,761 from \$28,624,599 to \$28,769,360.

The Cost Incentive (Maximum) is increased by \$378,719 from \$72,417,850 to \$72,796,569.
The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly increased by \$378,719 from \$147,006,712 to \$147,385,431.

Summary:

The Contract Value is increased by \$3,303,192 (cost and fee adjustments under CLIN-1) from \$2,031,279,212 to \$2,034,582,404.

The attached B.2(c) Fee Model has been updated to reflect the adjustments 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)	913,509,929	147,385,431		1,386,517,725
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	325,622,365			
	1,239,132,294			
Target Fee			61,337,049	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		74,588,862		
Subtotal Incremental Cost Incentive Fee		72,796,569		
Cost Incentive Breakout				
Cost Incentive (Max)		72,796,569		12.95%
Cost Incentive (Target)			28,769,360	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
	1,751,514,867	183,477,048	63,840,244	1,934,991,915
<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	1,839,687,058	194,895,347	68,204,767	2,034,582,404
<u>Contract Performance Ceiling (B.6)</u>				
Contract Performance Ceiling	1,500,022,368			
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 \$3,303,192 from \$1,496,719,176 to \$1,500,022,368.
- SECTION C.3.2.10 INTEC Fire Water Distribution System Investigation and Upgrades** scope is added as follows:

The following work scope is based on recommendations in Report (RPT) 1471, "Assessment of the INTEC and RWMC Fire Water Supply, Fire Alarm, and Emergency Communications Systems," dated March 31, 2016, and addresses the path toward reliable and adequate fire water supply and distribution at INTEC in accordance with DOE O 420.1C requirements. This work scope is considered Phase 1 (work scope for Phase 2 will be negotiated under separate contract modification, as necessary). The Contractor shall:

- (a) Perform "leak-by" testing of INTEC underground fire water mains to determine the "leak-by" condition of existing installed facility firewater valves. Testing shall identify the quantity, condition, and size of valves which are considered critical for isolation and control of fire water. Develop a document which identifies the fire water valves to be tested and the evaluation/testing process. Document the results of valve "leak-by" tests of INTEC underground fire water mains that determines which, if any, in-line valves are leaking when shut. Provide the results of the testing with appropriate recommendations to DOE-ID.
- (b) Excavate four areas at INTEC with older underground fire water piping and/or carbon steel fire water piping and evaluate internal pipe conditions using non-destructive methods. Develop a document which identifies the lines to be tested and the evaluation process. Provide the results of the testing with appropriate recommendations to DOE-ID.
- (c) Perform evaluation of the entire INTEC fire water distribution system with the objective of lowering the system static pressure, within applicable requirements, to 100 psi or as low as practicable, while still providing the highest system demand. Document the evaluation and results with appropriate recommendations to DOE-ID.
- (d) Replace/reroute existing BondstrandTM underground fire water distribution piping located on the east side of INTEC building CPP-666 with C900 PVC listed fire water pipe. Re-establish a suitable fire water underground loop around the south side of CPP-666 with C900 PVC listed fire water pipe. Abandon existing BondstrandTM fire water line in place.

Based on this change, the CLIN-1 Direct Target Cost is increased by \$2,478,367, and the CLIN-1 Indirect Target Cost is increased by \$446,106. The CLIN-1 target fee is increased by \$144,761, and the max fee is increased by \$378,719.

No other changes to Section C.3.2.

- 4. SECTION J – ATTACHMENT J-12 SECRETARIAL DETERMINATION AUTHORIZING PUBLIC LAW 85-804 INDEMNIFICATION FOR CONTRACTORS ENGAGED IN ACTIVITIES RESPONDING TO COVID-19** was added to Section J by Modification 183. This Section J – Attachment J-12 incorporates the following: (1) DOE-ID letter (CLN200909) dated March 31, 2020, Subject: Public Law 85-804 Indemnification for Contractors Engaged in Activities Responding to COVID-19; (2) the Secretarial Memorandum dated March 26, 2020, Subject: Secretarial Determination Authorizing Public Law 85-804 Indemnification for Contractors Engaged in Activities Responding to COVID-19; (3) the Attachment to this Secretarial Memorandum; and (4) the Secretarial Determination, signed by the Secretary of Energy March 26, 2020.

- 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-1 *Section C.3.2.10 INTEC Fire Water Distribution System*, 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 \$3,303,192 (cost and fee adjustments under CLIN-1).

No other changes to the terms and conditions.