

2. AMENDMENT/MODIFICATION NO. 0187	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	CODE	892432	7. ADMINISTERED BY (If other than Item 6)	CODE	00701
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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	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0004083
		10B. DATED (SEE ITEM 13) 02/04/2016
CODE 968795604	FACILITY CODE	

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 at Section C.4.3.01.01 Idaho CERCLA Disposal Facility (ICDF) Life Expectancy and revise Sections B.1, B.10 and C.7 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) <i>Thomas M Williams</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jennifer K. Cate
15B. CONTRACTOR/OFFEROR Director, Prime Contracts <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED 4/23/2020
16B. UNITED STATES OF AMERICA Jennifer K. Cate <small>Digitally signed by Jennifer K. Cate Date: 2020.04.23 15:13:07 -0600</small> <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED 04/23/2020

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0187

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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</p> <p>Line item value is: \$1,935,131,909.00 Incrementally Funded Amount: \$1,642,756,985.03</p> <p>This modification increases the Total Contract Value (including Options) by \$139,994 from \$2,034,582,404 To \$2,034,722,398.</p>				1,935,131,909.00

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 revises Sections B.1(e) CLIN 00006 – Priced Option Work Description and B.10(c) CLIN 00006 Final Fee Calculations; adds scope at Section C.4.3.01.01 Idaho CERCLA Disposal Facility (ICDF) Life Expectancy; and corrects the numbering in Section C.7 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 increased by \$105,036 from \$913,509,929 to \$913,614,965.

The Indirect Target Cost is increased by \$18,907 from \$325,622,365 to \$325,641,272.

The Total Target Cost is increased by \$123,943 from \$1,239,132,294 to \$1,239,256,237.

The Cost Incentive (Target) is increased by \$6,135 from \$28,769,360 to \$28,775,495.

The Cost Incentive (Maximum) is increased by \$16,051 from \$72,796,569 to \$72,812,620.

The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly increased by \$16,051 from \$147,385,431 to \$147,401,482.

Summary:

The Contract Value is increased by \$139,994 (cost and fee adjustments under CLIN-1) from \$2,034,582,404 to \$2,034,722,398.

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)	913,614,965	147,401,482		1,386,657,719
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	325,641,272			
	1,239,256,237			
Target Fee			61,343,184	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		74,588,862		
Subtotal Incremental Cost Incentive Fee		72,812,620		
Cost Incentive Breakout				
Cost Incentive (Max)		72,812,620		12.95%
Cost Incentive (Target)			28,775,495	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
	1,751,638,810	183,493,099	63,846,379	1,935,131,909
<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	1,839,811,001	194,911,398	68,210,902	2,034,722,398
<u>Contract Performance Ceiling (B.6)</u>				
Contract Performance Ceiling	1,500,162,362			
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 \$139,994 from \$1,500,022,368 to \$1,500,162,362.
- SECTION B.1(e) CLIN 00006 – Priced Option Work Description** is revised due to the Integrated Waste Treatment Unit (IWTU) not being operational:

This will be a Cost Reimbursable CLIN, ~~with fee earned on a per unit basis whereby the unit equates to a gallon of sodium bearing waste treated.~~ See Section C, PWS C.6.1.

4. **SECTION B.10(c) CLIN 00006 Final Fee Calculations** is revised due to the IWTU not being operational:

~~Payment to the Contractor will be the fixed fee per unit amount that is fixed at the inception of the contract per Section B.2. The fixed fee per unit amount does not vary with actual cost, but may be adjusted at Section B.2 as a result of changes in the work to be performed under the contract. The final fee calculation will be equal to the fixed fee per unit amount per Section B.2 multiplied by the total number of gallons of sodium bearing waste treated (excluding rinsate).~~

If the sum of provisional fee payments made during the period of the contract is greater than the overall fee that is calculated at the final fee determination, the Contractor shall reimburse the amount of fee already paid that is greater than the fee earned and shall pay interest to DOE in accordance with the prevailing Treasury rate(s) in effect at the time the payments were made. Any required reimbursement(s) to DOE shall be made within 45 business days of the CO final fee determination.

5. **SECTION C.4.3.01.01 Idaho CERCLA Disposal Facility (ICDF) Life Expectancy** scope is added as follows:

The Contractor shall conduct an evaluation to determine if the ICDF can remain operational to accommodate CERCLA/D&D projected waste volumes for waste generated beyond 2025 through 2050, or if an additional ICDF landfill cell is required to be constructed. This scope includes the following:

- A. Update Engineering Design File (EDF)-10995 with current waste volume projections from all contractors who are anticipated to have waste dispositioned at the ICDF for the years 2020 through 2050. Currently, these contractors are Fluor Idaho, Battelle Energy Alliance (BEA), and Naval Reactors Facility (NRF).
- B. Revise the ICDF Waste Placement Plan to reflect a more efficient waste placement scenario (this will expand the capacity and extend the life of the ICDF by approximately one year).
- C. Update all ICDF documents to reflect an updated waste placement scenario.
- D. Obtain Agency and Low-Level Waste Disposal Facility Federal Review Group (LFRG) (if necessary) approvals for the revised Waste Placement Plan and other relevant documents.
- E. Provide a formal recommendation on a path forward for closing current ICDF cells.

Based on this change, the CLIN-1 Direct Target Cost is increased by \$105,036, and the CLIN-1 Indirect Target Cost is increased by \$18,907. The CLIN-1 target fee is increased by \$6,135, and the max fee is increased by \$16,051.

No other changes to Section C.4.3.

6. **SECTION C.7.5 Technical Planning and Engineering Support for Naval Reactors** previously added by Modification 182 is renumbered to **Section C.7.7 Technical Planning and Engineering Support for Naval Reactors**.

No other changes to Section C.7.

7. **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.4.3.01.01 ICDF Life Expectancy, 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 \$139,994 (cost and fee adjustments under CLIN-1).

No other changes to the terms and conditions.