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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 2 |
| 2. AMENDMENT/MODIFICATION NO. 0196 | 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 add scope to CLIN-1 at Section C.8.1 Information Management and Technology 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.

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|---|--|
| 15A. NAME AND TITLE OF SIGNER (Type or print) Director, Prime Contracts | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jennifer K. Cate |
| 15B. CONTRACTOR/OFFEROR Thomas M Williams <i>(Signature of person authorized to sign)</i> | 15C. DATE SIGNED 06/24/2020 |
| 16B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i> | 16C. DATE SIGNED 6/24/20 |

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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0196

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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: \$1,939,160,313.00 Incrementally Funded Amount: \$1,759,156,985.03</p> <p>This modification increases the Total Contract Value (including Options) by \$3,548,459 from \$2,035,202,343 to \$2,038,750,802.</p> | | | | 1,939,160,313.00 |

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 adds scope to CLIN-1 at Section C.8.1 Information Management and Technology for Phase 1 scope to upgrade/replace existing network and data center equipment, and adds scope for upgrading the existing Dell Avamar back-up system, including a 60-month maintenance agreement. This modification also reduces estimated cost and fee from CLIN-3 IORC Move 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 unchanged at \$913,975,065.

The Indirect Target Cost is increased by \$3,247,568 from \$325,706,090 to \$328,953,658.

The Total Target Cost is increased by \$3,247,568 from \$1,239,681,155 to \$1,242,928,723.

The Cost Incentive (Target) is increased by \$160,755 from \$28,796,529 to \$28,957,284.

The Cost Incentive (Maximum) is increased by \$420,560 from \$72,867,647 to \$73,288,207.
The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly increased by \$420,560 from \$147,456,509 to \$147,877,069.

CLIN-3: Non-Target Work Scope:

The estimated cost for CLIN-3 is decreased by \$114,025 from \$58,943,095 to \$58,829,070.

The fixed fee under CLIN-3 is decreased by \$5,644 from \$3,097,100 to \$3,091,456.

Summary:

The Contract Value is increased by \$3,548,459 (cost and fee adjustments under CLIN-1 and CLIN-3) from \$2,035,202,343 to \$2,038,750,802.

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) | 913,975,065 | 147,877,069 | | 1,390,805,792 |
| Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8) | 328,953,658 | | | |
| | 1,242,928,723 | | | |
| Target Fee | | | 61,524,972 | |
| Subtotal Milestone-Schedule & Performance Fee (B.3(d)) | | 74,588,862 | | |
| Subtotal Incremental Cost Incentive Fee | | 73,288,207 | | |
| Cost Incentive Breakout | | | | |
| Cost Incentive (Max) | | 73,288,207 | | 12.95% |
| Cost Incentive (Target) | | | 28,957,284 | 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) | 58,829,070 | 3,091,456 | | 61,920,526 |
| <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 |
| | 1,755,197,271 | 183,963,042 | 64,028,167 | 1,939,160,313 |
| <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 | 1,843,369,462 | 195,381,341 | 68,392,690 | 2,038,750,802 |
| <u>Contract Performance Ceiling (B.6)</u> | | | | |
| Contract Performance Ceiling | 1,504,196,410 | | | |

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 \$3,544,103 from \$1,500,642,307 to \$1,504,196,410.

3. SECTION C.8.1.06 Upgrade/Replacement of Existing Network and Data Center Equipment (Phase 1) is added as follows:

The Contractor shall complete the following Phase 1 (EROB) scope:

- a. Furnish, install, configure, and test servers and related network equipment to replace equipment previously identified in the IORC Data Center Relocation contract modification (Mod 132), where the previously identified equipment will be End of Life at the completion of the ICP Core Contract:
 1. Virtual Servers
 2. Database Servers
 3. Physical Servers
 4. Storage Arrays
 5. VoIP Phone Server
 6. VPN Firewall
 7. Cyber Security Logging Server

- b. Furnish (no installation) Phase 2 servers, to replace equipment that will be End of Life upon completion of the ICP Core Contract:
 1. Physical Servers

In addition, the Contractor shall upgrade the existing Dell Avamar back-up system, comprised of a primary town (EROB) subsystem and a Disaster Recovery subsystem at the site, and include a 60-month maintenance agreement.

Based on this change, the CLIN-1 Indirect Target Cost is increased by \$3,247,568 (\$1,535,989 for a. and b. scope above plus \$1,711,579 for the back-up system and maintenance agreement) for the additional scope. With the addition of this scope, the Contractor identified a minimal amount of scope that is no longer required for the relocation of the ICP Core datacenter from the IORC to the EROB facility (definitized by modification 132). The CLIN-3 Estimated Cost is decreased by \$114,025 for the removal of this scope. This deduction decreases the CLIN-1 Indirect Target Cost by \$20,525, and the associated fee is decreased by \$8,302 (\$2,658 under CLIN-1 and \$5,644 under CLIN-3).

As a result of these changes, the CLIN-1 Indirect Target Cost is increased by \$3,247,568, the Target Fee is increased by \$160,755, and the Max Fee is increased by \$420,560.

The CLIN-3 Estimated Cost is decreased by \$114,025, and the fee is decreased by \$5,644.

No other changes to Section C.8.1.

- 4. CONTRACTOR'S STATEMENT OF RELEASE:** In consideration of the modification agreed to herein as a complete equitable adjustment for the directed change to incorporate the work scope under CLIN-1 Section *C.8.1.06 Upgrade/Replacement of Existing Network and Data Center Equipment (Phase 1)*, 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 \$3,548,459 (cost and fee adjustments under CLIN-1 and CLIN-3).

No other changes to the terms and conditions.