

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 0198	3. EFFECTIVE DATE 06/24/2020	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.
X	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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	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 administrative modification is to replace in their entirety the continuation pages for Modification 196. 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

Period of Performance: 06/01/2016 to 05/31/2021

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 06/29/2020
16B. UNITED STATES OF AMERICA <i>Jennifer K. Cate</i> (Signature of Contracting Officer)	16C. DATE SIGNED 6/29/20

Previous edition unusable

THESE CONTINUATION PAGES REPLACE THE MOD 196 CONTINUATION PAGES IN THEIR ENTIRETY (WRONG VERSION INCORRECTLY UPLOADED THROUGH STRIPES/FEDCONNECT). THERE IS NO CHANGE TO CLIN-1. THE VALUES WERE INCLUDED IN STRIPES/FEDCONNECT WITH MOD 196.

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.