

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0203	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.	
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 incorporate scope specific to CLIN-6. 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

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

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) Director, Prime Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Maria M. Mitchell-Williams
15B. CONTRACTOR/OFFEROR <i>Thomas M Williams</i> (Signature of person authorized to sign)	15C. DATE SIGNED 07/22/2020
16B. UNITED STATES OF AMERICA Digitally signed by Maria M. Mitchell-Williams Date: 2020.07.23 <i>Mitchell-Williams</i> (Signature of Contracting Officer)	16C. DATE SIGNED 7/23/2020

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0203

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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>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: \$2,005,284,784.00 Incrementally Funded Amount: \$1,760,616,985.03</p> <p>This modification increases the Total Contract Value (including Options) by \$48,682,835 from \$2,056,192,438 to \$2,104,875,273.</p>				2,005,284,784.00

This modification is being made under the authority of contract clause Section I.100, FAR 52.243-2 *Changes – Cost Reimbursement (AUG 1987) - Alternate II and III (APR 1984)*.

This modification definitizes a Request for Equitable Adjustment (*CCN 325213, dated May 19, 2020*) for work scope incorporated under CLIN-6, Section C.6.1.2 Integrated Waste Treatment Unit (IWTU) Phase 2, Facility Modifications and Pilot-Scale Testing, and Section C.6.1.10 Integrated Waste Treatment Unit (IWTU) Phase 3/4 Facility Modifications, Confirmatory Demonstration Run, System Performance Tests, and the Startup of Radioactive Operations.

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 to adjust the Program Overhead (POH) per contract Section B.15(g).

The Direct Target Cost remains unchanged at \$926,738,366.

The Indirect Target Cost is increased by \$7,153,794 from \$331,632,266 to \$338,786,060.

The Total Target Cost is increased by \$7,153,794 from \$1,258,370,632 to \$1,265,524,426.

The Cost Incentive (Target) is increased by \$354,113 from \$29,721,658 to \$30,075,771.

The Cost Incentive (Maximum) is increased by \$926,416 from \$75,287,934 to \$76,214,350. The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly increased by \$926,416 from \$149,876,796 to \$150,803,212.

CLIN-6 Section C.6.1.2 Integrated Waste Treatment Unit (IWTU) Phase Two, Facility Modifications and Pilot-Scale Testing:

IWTU Phase 2 estimated cost is increased by \$25,421,269 from \$90,364,264 to \$115,785,533. Fee remains unchanged at \$5,523,919.

Section C.6.1.10, Integrated Waste Treatment Unit (IWTU) Phase 3/4 Part C Facility Modifications, Confirmatory Demonstration Run, System Performance Tests, and the Startup of Radioactive Operations:

IWTU Phase 3/4 estimated cost is increased by \$14,322,034 from \$169,564,296 to \$183,886,330. Fixed fee is increased by \$859,322 from \$21,131,193 to \$21,990,515.

Summary:

The Contract Value is increased by \$48,682,835 (cost and fee adjustments under CLIN-1 and CLIN-6) from \$2,056,192,438 to \$2,104,875,273.

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

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)	926,738,366	150,803,212		1,416,327,638
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	338,786,060			
	1,265,524,426			
Target Fee			62,643,459	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		74,588,862		
Subtotal Incremental Cost Incentive Fee		76,214,350		
Cost Incentive Breakout				
Cost Incentive (Max)		76,214,350		12.95%
Cost Incentive (Target)			30,075,771	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	956,926		20,288,774
IWTU Phase 2 - Technical Issue Resolution (C.6.1.2) (Milestone Fee)	115,785,533	5,523,919		121,309,452
IWTU Phase 3/4 - Startup of Radiological Operations (C.6.1.10) (Fixed/Milestone Fee)	183,886,330	21,990,515		205,876,845
Total (Excluding C.6.1 IWTU Ops)	319,003,711	28,471,360		347,475,071
<u>Total Contract Cost (Excluding Options)</u>				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,817,536,277	187,748,507	65,146,654	2,005,284,784
<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	1,905,708,468	199,166,806	69,511,178	2,104,875,273
<u>Contract Performance Ceiling (B.6)</u>				
Contract Performance Ceiling	1,529,718,256			
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.

2. SECTION B.6(a)(2) CONTRACT PERFORMANCE CEILING is increased by \$8,080,210 from \$1,521,638,046 to \$1,529,718,256.

3. SECTION C.6.1.2 Integrated Waste Treatment Unit (IWTU) Phase Two, Facility Modifications and Pilot-Scale Testing is revised to incorporate the following:

The Contractor shall continue with LOE activities related to the PGF filter discovery efforts.

This REA mitigates the schedule impacts realized due to the Process Gas Filter (PGF) issues, Carbon Reduction Reformer (CRR), Refractory and Denitration Mineralization Reformer (DMR) redesign, removing and cleaning the uncoated elements on the PGF, and an unplanned power outage. Phase 2 scope did not include any effort to understand and resolve the legacy PGF filter problems.

Based on this change, the CLIN-6 estimated cost for IWTU Phase 2 is increased by \$25,421,269; \$0 additional fee. In addition, per B.15(g) CLIN-1 indirect costs for POH are increased by \$4,575,828. The corresponding target fee is increased by \$226,504 and the max fee is increased by \$592,570.

No other changes to Section C.6.1.2.

4. SECTION C.6.1.10 Integrated Waste Treatment Unit (IWTU) Phase 3/4, Facility Modifications, Confirmatory Demonstration Run, System Performance Tests, and the Startup of Radioactive Operations is revised to incorporate the following:

The Contractor shall continue with LOE activities related to the PGF filter technical resolution and discovery efforts.

This REA mitigates the schedule impacts realized due to the Process Gas Filter (PGF) issues, Carbon Reduction Reformer (CRR), Refractory and Denitration Mineralization Reformer (DMR) redesign, removing and cleaning the uncoated elements on the PGF, and an unplanned power outage.

Based on this change, the CLIN-6 estimated cost for IWTU Phase 3-4 is increased by \$14,322,034 with a corresponding fixed fee of \$859,322. In addition, per B.15(g) CLIN-1 indirect costs for POH are increased by \$2,577,966. The corresponding target fee is increased by \$127,609 and the max fee is increased by \$333,847.

No other changes to Section C.6.1.10.

5. CONTRACTOR'S STATEMENT OF RELEASE: In consideration of the modification agreed to herein as a complete equitable adjustment for schedule impacts and the level-of-effort (LOE) activities related to the process gas filter (PGF) technical resolution and discovery effort under CLIN-6, Section C.6.1.2 Integrated Waste Treatment Unit (IWTU) Phase Two, Facility Modifications and Pilot-Scale Testing and Section C.6.1.10, Integrated Waste Treatment Unit (IWTU) Phase 3/4 Facility Modifications, Confirmatory Demonstration Run, System Performance Tests, and the Startup of Radioactive Operations, 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 \$48,682,835 (CLIN-1 and CLIN-6). No other changes to the terms and conditions.