

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0206	3. EFFECTIVE DATE 08/06/2020	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.
	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 revise CLIN-1 scope at Section C.5.2 Buried Waste Exhumation due to the changed conditions of the waste being exhumed in ARP IX and revise the AM-2 and PI-2 fee structures 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.

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 08/06/2020
16B. UNITED STATES OF AMERICA Jennifer K. Cate Digitally signed by Jennifer K. Cate Date: 2020.08.06 15:47:22 -0600 (Signature of Contracting Officer)	16C. DATE SIGNED 8/6/2020

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0206

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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>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</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: \$2,005,973,847.00 Incrementally Funded Amount: \$1,866,979,131.00</p> <p>This modification increases the Total Contract Value (including Options) by \$689,063 from \$2,104,875,273 to \$2,105,564,336.</p>				2,005,973,847.00

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 revises CLIN-1 scope at Section C.5.2 Buried Waste Exhumation due to the changed conditions of the waste being exhumed in ARP IX and revises the AM-2 and PI-2 fee structures.

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)

The Direct Target Cost is increased by \$517,000 from \$926,738,366 to \$927,255,366.

The Indirect Target Cost is increased by \$93,060 from \$338,786,060 to \$338,879,120.

The Total Target Cost is increased by \$610,060 from \$1,265,524,426 to \$1,266,134,486.

The Cost Incentive (Target) is increased by \$30,198 from \$30,075,771 to \$30,105,969.

The Cost Incentive (Maximum) is increased by \$79,003 from \$76,214,350 to \$76,293,353.

Annual Milestone (AM) -2 is unchanged at \$14,893,589 Max Fee.

Performance Incentive (PI) -2 is unchanged at \$7,608,603.

The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly increased by \$79,003 from \$150,803,212 to \$150,882,215.

Summary:

The Contract Value is increased by \$689,063 (cost and fee adjustments under CLIN-1) from \$2,104,875,273 to \$2,105,564,336.

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)	927,255,366	150,882,215		1,417,016,701
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	338,879,120			
	1,266,134,486			
Target Fee			62,673,657	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		74,588,862		
Subtotal Incremental Cost Incentive Fee		76,293,353		
Cost Incentive Breakout				
Cost Incentive (Max)		76,293,353		12.95%
Cost Incentive (Target)			30,105,969	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
	1,818,146,337	187,827,510	65,176,852	2,005,973,847
<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	1,906,318,528	199,245,809	69,541,376	2,105,564,336
<u>Contract Performance Ceiling (B.6)</u>				
Contract Performance Ceiling	1,530,407,319			
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 \$689,063 from \$1,529,718,256 to \$1,530,407,319.

3. SECTION B.3(d) SCHEDULE MILESTONES, ANNUAL MILESTONES AND PERFORMANCE INCENTIVE FEE FOR CLIN 00001 is revised to incorporate the changes to AM-2 and PI-2 as follows:

Schedule Milestones (CLIN-1)	Early Date	Min Fee Date	Max Fee Amount	Min Fee Amount
SM-1 Complete the Final Design Document for the SDA Cap	12/31/2019	N/A	4/30/2020 \$ 876,093	0
SM-2 Complete CH-TRU Retrieval in TSA-RE	5/31/2017	8/31/2017	\$ 1,971,210	0
SM-3 Complete treatment of RH-TRU Lots 1 -9	8/31/2016	9/30/2016	\$ 2,190,234	0
SM-4 Complete RCRA Closure on INTEC Tank Farm Facility	8/1/2017	1/15/2018	\$ -	0
SM-5 Complete 1648 EBR II Bottle Placements	N/A	5/31/2021	\$ 3,840,000	0
SM-6 Complete Placement of 952 ATR Elements	N/A	5/31/2021	\$ 2,190,234	0
SM-8 Complete Treatment of ISA Debris Waste + Rework	6/30/2019	9/1/2019	\$ 4,500,000	0
SM-9 Complete Treatment of ISA Non-Debris Waste	7/31/2020	10/1/2020	\$ 3,500,000	0
SM-10 Complete Treatment of ISA Non-Debris Rework	N/A	5/1/2021	\$ 1,000,000	0
SM-11 Complete Certification of ISA Waste Streams 1-10 in FY 2019	N/A	10/1/2019	\$ 350,000	0
SM-12 Complete Certification of ISA Waste Streams 1-20 in FY 2020	N/A	10/1/2020	\$ 475,000	0
SM-13 Complete Certification of ISA Waste Streams 1-31 in FY 2021	N/A	6/1/2021	\$ 600,000	0
SM-14 Complete Upgrade of IT - PCs and Licensing	12/31/2020	3/31/2021	\$ 150,000	0
Mod 145 - Peach Bottom Milestone #1 - Inspection Reports		9/30/2020	\$ 195,801	0
Mod 145 - Peach Bottom Milestone #2 - Transfer 5 Low Risk Vaults		12/20/2020	\$ 195,801	0
Mod 145 - Peach Bottom Milestone #3 - Conceptual Design		1/31/2021	\$ 195,801	0
Subtotal Schedule Milestones			\$ 22,230,174	0
Annual Milestones			Max Fee Amount	Target Fee Amount
AM-1 CH Meters Ready to be shipped	Total Contract Fee		\$ 13,377,945	\$ 5,113,577
Total Amount of cubic meters of ISA (CH-TRU and MLLW to be certified and shipped)				10,300
Fee Per Unit		Treatment	Certification	Shipping
		\$ 1,428.97	\$ 476.32	\$ 476.32
CED-12/31/2018 Fee Paid	\$ 5,399,291.74			
AM-2 Acres Exhumed (measured by acre)			\$ 14,893,589	\$ 5,692,916
Total acreage to be exhumed				1.55
Fee per unit at associated Annual Quantity (fee Step/Total Acres for ARP VIII)	\$ 6,726,137	\$ 2,570,994	\$ 2,337,267	\$ 1,298,482
Annual Quantity (Acres)	> than .50	.40 - .49	.25 - .39	0.0 - .24
Fee per acre for ARP IX			\$ 6,726,137	
CED-March 2019 (ARP VIII Completed) Fee Paid	\$ 1,634,004			
AM-3 MLLW and LLW Disposition		\$ 2,628,280		
AM-4 CH TRU Waste Certified Backlog		\$ 1,400,000		
Subtotal Annual Milestones		\$ 32,299,814		
Performance Incentive			No Sliding Scale	
P-1 Process and ship all CH/RH TRU out of Idaho	12/31/2018		\$ 11,389,215	
P-2 Percent complete for exhumation (max fee times the actual completed for ARP VIII plus ARP IX divided by 1.55)	5/31/2021	\$ 7,608,603		
P-3 Critical Failures	N/A	\$ 8,760,935		
P-4 RH TRU Waste Disposition (Base Fee = \$1,958,005; Option 1 Fee = \$1,731,331)		\$ 3,689,336		
Subtotal Performance Incentive		\$ 20,058,874		
Total Milestone/Performance Fees			\$ 74,588,862	

4. SECTION B.3(e) ICP-Core CLIN 00001 Schedule Milestones, Annual Milestones, Performance Incentives Acceptance Criteria and Definitions, paragraph xvi., is revised as follows:

The following sentences are added prior to the “Exclusions” paragraph:

Due to impacts from encountering unknowns in the ARP IX exhumation footprint and the waste condition in ARP IX, AM-2 will be paid at the max rate of \$6,726,137 per acre for the acres exhumed in ARP IX. The fee paid for AM-2 for ARP VIII exhumation will be paid based on the annual quantities.

5. SECTION B.3(e) ICP-Core CLIN 00001 Schedule Milestones, Annual Milestones, Performance Incentives Acceptance Criteria and Definitions, paragraph xx., is revised as follows:

From:

xx. PI-2 – Complete exhumation of all buried waste and Phase I Report (Section C.5.2) – This PI will be paid 70% of the available fee if the Contractor completes exhumation of all remaining buried waste per the Phase 1 RD/RA Work Plan for Operable Unit 7-13/14 by July 31, 2020; submits the draft Phase I Interim Remedial Action Report by August 31, 2020, which is ahead of the regulatory milestone; and finalizes the document with regulatory agency acceptance in accordance with the FFA/CO by the end of the contract period. Objective evidence is verification of documentation that the required exhumation footprint has been completed and certification includes review of waste tracking system documentation for confirmation that the waste meets the Waste Acceptance Criteria for WIPP. Objective evidence for shipment to WIPP includes submittal of the review of the shipping manifest provided by WIPP and verification that shipment was in accordance with the AI/OU 7-13/14 ROD, and the draft Phase I report was submitted by August 31, 2020 and finalized with regulatory agency acceptance in accordance with the FFA/CO by the end of the contract period.

The Contractor will be paid an additional 10% of the available fee if all of the exhumed buried waste is certified and ready to ship to WIPP per the AI/OU 7-13-14 ROD. The remaining 20% will be paid quarterly per cubic meter shipped when the exhumed buried waste is shipped to WIPP in accordance with the shipping schedule established by WIPP and after the CH-TRU waste backlog has been shipped.

To:

xx. PI-2 – Complete exhumation of all buried waste (1.55 acres remaining footprint in ARPs VIII and IX)(Section C.5.2) – This PI will be paid 70% of the available fee as the Contractor completes exhumation of the remaining buried waste per the Phase 1 RD/RA Work Plan for Operable Unit 7-13/14 by May 31, 2021. Due to impacts from encountering unknowns in the ARP IX exhumation footprint and the waste condition in ARP IX, this PI-2 will be paid at the percentage of acres completed. Objective evidence is verification of documentation for the cumulative exhumation footprint completion.

The Contractor will be paid an additional 10% of the available fee if all of the exhumed buried waste is certified and ready to ship to WIPP per the AI/OU 7-13-14 ROD. The remaining 20% will be paid quarterly per cubic meter shipped when the exhumed buried waste is shipped to WIPP in accordance with the shipping schedule established by WIPP and after the CH-TRU waste backlog has been shipped.

Based on this change, PI-2 is unchanged at \$7,608,603.

No other changes to Section B.3.

5. SECTION C.5.2 Buried Waste Exhumation is revised as follows:

From:

The Contractor shall continue implementation of the WAG 7 OU 7-13/14 ROD and Agreement to Implement Court Order, dated May 25, 2006, including all required actions and reporting. In performing waste exhumation, the Contractor shall implement the OU 7-13/14 Phase 1 RD/RA Work Plan, Rev. 2 (DOE/ID-11389). Targeted buried waste exhumation shall be completed and the draft Phase I Interim Remedial Action Report shall be submitted to the agencies in accordance with the FFA/CO and the *Environmental Regulatory Structure and Interface Protocol for the ICP Core Contractor* (see Exhibit C-6). The Phase I Interim Remedial Action Report shall be finalized with regulatory agency acceptance in accordance with the FFA/CO.

The Contractor shall complete buried waste exhumation of the approximately 1.7 acres of remaining footprint in ARPs VIII and IX (including system operability testing and operations startup of ARP IX) at the RWMC using the existing facilities and equipment (excavators, telehandlers, front end loaders, Drum Packaging Stations, etc.). This scope shall include the operations, maintenance and improvements of RWMC facilities located on the Subsurface Disposal Area (SDA). These activities shall include but are not limited to: routine operations and maintenance activities needed to support the AMWTP facilities, and any facility improvements needed to sustain operations. All other work associated with processing exhumed waste shall be completed in accordance with Sections C.5.1.04, C.5.1.06, and C.5.1.07.

The Contractor shall continue to operate and maintain facilities WMF-602, 610, 618, 628, 634, 635, and type II storage modules (WMF- 629 – 633) as needed for both stored and/or buried CH-TRU waste through completion of shipping of exhumed waste.

To:

The Contractor shall continue implementation of the WAG 7 OU 7-13/14 ROD and Agreement to Implement Court Order, dated May 25, 2006, including all required actions and reporting. In performing waste exhumation, the Contractor shall implement the OU 7-13/14 Phase 1 RD/RA Work Plan, Rev. 2 (DOE/ID-11389).

The Contractor shall continue completion efforts for the buried waste exhumation of the approximately 1.55 acres of remaining footprint in ARPs VIII and IX at the RWMC using the existing facilities and equipment (excavators, telehandlers, front end loaders, Drum Packaging Stations, etc.). This scope shall include the operations, maintenance and improvements of RWMC facilities located on the Subsurface Disposal Area (SDA). These activities shall include but are not limited to: routine operations and maintenance activities needed to support the AMWTP facilities, and any facility improvements needed to sustain operations. All other work associated with processing exhumed waste shall be completed in accordance with Sections C.5.1.04, C.5.1.06, and C.5.1.07.

The Contractor shall complete system operability testing and operations startup of ARP IX.

The Contractor shall continue to operate and maintain facilities WMF-602, 610, 618, 628, 634, 635, and type II storage modules (WMF- 629 – 633) as needed for both stored and/or buried CH-TRU waste through completion of shipping of exhumed waste.

Based on this change, the CLIN-1 Direct Target Cost is increased by \$517,000; the CLIN-1 Indirect Target Cost is increased by \$93,060 (POH of 18% on the Direct Target Cost increase). The CLIN-1 Target Fee is increased by \$30,198, and the Max Fee is increased by \$79,003. There is no change to Annual Milestone-2 Max Fee.

- 6. CONTRACTOR'S STATEMENT OF RELEASE:** In consideration of the modification agreed to herein as a complete equitable adjustment for the changed conditions of the waste being exhumed in ARP IX, 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 \$689,063 (CLIN-1). No other changes to the terms and conditions.