

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 0209	3. EFFECTIVE DATE 08/13/2020	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 correct the Direct and Indirect Target Cost amounts in Modification 200 and add scope to CLIN-1 at Section C.8.1 Information Management and Technology. 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.

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)	16B. UNITED STATES OF AMERICA JENNIFER CATE Digitally signed by JENNIFER CATE Date: 2020.08.14 06:05:41 -06'00' (Signature of Contracting Officer)
15C. DATE SIGNED 08/13/2020	16C. DATE SIGNED 8/14/2020

Previous edition unusable

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EM0004083/0209

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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: \$2,028,624,443.00                      Incrementally Funded Amount: \$1,866,979,131.00</p> <p>This modification decreases the Total Contract Value (Including Options) by \$1,480,301 from \$2,095,272,412 to \$2,093,792,111.</p>				2,028,624,443.00

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 (1) adds scope to CLIN-1 at Section C.8.1 Information Management and Technology for Phase 2 scope of the ICP Core Server and Network Refresh; and (2) corrects modification 200 cost and fee as detailed in the following table and further below.

Modification 209				
This mod corrects Modification 200 by removing the CLIN-1 direct target cost and adding it to the indirect target cost. The 18% POH is removed as no POH is added when the incremental costs are indirect target costs. Target and max fees are revised to calculate on indirect target cost only. The IT Phase 2 incremental costs are CLIN-1 indirect target costs with the applicable target and max fee applied.				
	Mod 200	Correction to Mod 200	IT Phase 2 Incremental Indirect TC	Mod 209
Direct Target Cost	\$9,203,512	(\$9,203,512)	\$ -	(\$9,203,512)
Indirect Target Cost	\$ -	\$9,203,512	\$346,051	\$9,549,563
POH of 18% (Indirect Target Cost)	\$1,656,632	(\$1,656,632)	\$ -	(\$1,656,632)
<b>Total CLIN-1 Estimated Cost</b>	<b>\$10,860,144</b>	<b>(\$1,656,632)</b>	<b>\$346,051</b>	<b>(\$1,310,581)</b>
Target Fee 4.95%	\$537,577	(\$82,003)	\$17,130	(\$64,874)
Max Fee 12.95%	\$1,406,389	(\$214,534)	\$44,814	(\$169,720)

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 decreased by \$9,203,512 from \$945,360,645 to \$936,157,133.

The Indirect Target Cost is increased by \$7,892,931 from \$342,138,070 to \$350,031,001.

The Total Target Cost is decreased by \$1,310,581 from \$1,287,498,715 to \$1,286,188,134.

The Cost Incentive (Target) is decreased by \$64,874 from \$31,163,498 to \$31,098,624.

The Cost Incentive (Maximum) is decreased by \$169,720 from \$79,060,021 to \$78,890,301.

The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly decreased by \$169,720 from \$153,648,883 to \$153,479,163.

Summary:

The revised Total Contract Value (Includes Options) is decreased by \$1,480,301 (cost and fee adjustments under CLIN-1) from \$2,095,272,412 to \$2,093,792,111.

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

<b>B.2(c) Table</b>				
<b>CLIN 00001- TARGET ICP-CORE DOE MISSION WORK (BASE)</b>				
	Target Cost	Max Fee	Target Fee	Total Price
Direct Target Cost w/ ID Spt (No Options Included)	936,157,133	153,479,163		1,439,667,297
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	350,031,001			
	1,286,188,134			
Target Fee			63,666,313	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		74,588,862		
Subtotal Incremental Cost Incentive Fee		78,890,301		
Cost Incentive Breakout				
Cost Incentive (Max)		78,890,301		12.95%
Cost Incentive (Target)			31,098,624	4.95%
<b>CLIN 00002 - TARGET ICP CORE NNPP PPF WORK SCOPE</b>				
	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	
<b>CLIN 00003 - NON-TARGET ICP CORE WORK SCOPE</b>				
	Estimated Cost	Fee		Total Price
Total Non-Target Work Scope (See Contracting Officer for Breakout)	58,829,070	3,091,456		61,920,526
<b>CLIN 00004- CONTRACT TRANSITION PERIOD</b>				
Transition	6,811,889	0		6,811,889
<b>CLIN 00005 - DEFINED BENEFIT PENSION PLAN COSTS</b>				
Pension	125,000,000	0		125,000,000
<b>CLIN 00006 INTEGRATED WASTE TREATMENT UNIT (IWTU) OPERATIONS AND TURNOVER</b>				
	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
<b>Total (Excluding C.6.1 IWTU Ops)</b>	<b>319,003,711</b>	<b>28,471,360</b>		<b>347,475,071</b>
<b>Total Contract Cost (Excluding Options)</b>				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,838,199,985	190,424,458	66,169,508	2,028,624,443
<b>Total Contract Cost (Includes Options)</b>				
Priced Options	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 (Definitized by Modification xxx)	-	-	-	-
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
<b>Total Options</b>	<b>57,696,033</b>	<b>7,471,637</b>	<b>2,855,954</b>	<b>65,167,670</b>
Total Contract Cost (Includes Options) and Max Fee	1,895,896,018	197,896,094	69,025,462	2,093,792,111
<b>Contract Performance Ceiling (B.6)</b>				
Contract Performance Ceiling	1,553,057,915			
<b>NOTE:</b> 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 decreased by \$1,480,301 from \$1,554,538,216 to \$1,553,057,915.

**3. SECTION C.8.1.07 ICP Core Server and Network Refresh (Phase 2)** is added as follows:

The Contractor shall complete the following Phase 2 (Network discovery, network design, and non-EROB servers) scope:

A. Network discovery and design

1. Obtain comprehensive knowledge of Fluor Idaho's current network including inventories, locations and design.
2. Obtain multiple potential network designs to upgrade the existing network.
3. Review the various designs with the purpose of selecting one for presentation to DOE-ID and future implementation.

B. Non-EROB Server Implementation – deploy 11 servers (purchased in Phase 1).

*Based on this change, the CLIN-1 Indirect Target Cost is increased by \$346,051. The CLIN-1 Target Fee is increased by \$17,130, and the Max Fee is increased by \$44,814.*

No other changes to Section C.8.1.

- 4.** The correction to Modification 200 removes the estimated costs from CLIN-1 direct to indirect target costs along with the corresponding target and max fee, resulting in a CLIN-1 Direct Target Cost decrease of \$9,203,512; a CLIN-1 Indirect Target Cost increase of \$7,546,880; a Target Fee decrease of \$82,003; and a Max Fee decrease of \$214,534.

*As a result of the changes in this Modification 209, the CLIN-1 changes are as follows: the Direct Target Cost is decreased by \$9,203,512; the Indirect Target Cost is increased by \$7,892,931, the Target Fee is decreased by \$64,874; and the Max Fee is decreased by \$169,720.*

- 5. 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.8.1.07 ICP Core Server and Network Refresh (Phase 2) and the correction to Modification 200 as detailed above, 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 a decrease of \$1,480,301 (CLIN-1).

No other changes to the terms and conditions.