

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0022	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue Idaho Falls ID 83415	CODE 00701	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 telegram 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 telegram or letter, provided each telegram or letter 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 X	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. Section I.100, Changes-Cost Reimbursement (Aug 1987) Alt II and III (Apr 1984)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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.)

Tax ID Number: 45-2724914

DUNS Number: 968795604

Please refer to the continuation pages incorporated as part of this modification. The contractor is directed to continue operations in accordance with 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

FOB: Destination

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) <i>THOMAS M. WILLIAMS</i> CONTRACT MANAGER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jennifer K. Cate
15B. CONTRACTOR/OFFEROR <i>[Signature]</i>	15C. DATE SIGNED 11-29-16
16B. UNITED STATES OF AMERICA <i>[Signature]</i>	16C. DATE SIGNED 11/29/16

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 incorporates work scope under Section C (see below).

The following changes are hereby made to the contract:

1. **SECTION B.2 CONTRACT COST AND FEE SCHEDULE** is revised as follows:

CLIN-1: Target ICP Core DOE Mission Work Scope (Base) is revised to incorporate MFC D&D workscope under section C.6.4.1:

The Direct Target Cost is increased by \$480,355 from \$772,942,521 to \$ 773,442,876.

The Indirect Target Cost remains unchanged at \$290,675,615.

The Total Target Cost is revised by \$480,355 from \$1,063,618,136 to 1,064,098,491

The Cost Incentive (Target) is increased by \$23,778 from \$18,822,199 to \$18,845,977.

The Cost Incentive (Maximum) is increased by \$62,206 from \$49,241,915 to \$49,304,121. The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly increased by \$62,206 from \$137,738,549 to \$137,800,755.

CLIN-3 Non-Target ICP Core Work Scope is revised to incorporate CPP-603 Large Cask Adaptation Project under section C.7.4:

The estimated direct cost for this new scope is \$1,175,070.

The fixed fee is \$58,166.

Summary:

The Total Contract Value, including options, is increased by \$1,775,797 from \$1,534,451,782 to \$1,536,227,579.

The attached B.2(c) Fee Model has been updated to reflect the adjustment to CLIN-1 and CLIN-3.

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<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)	773,422,876	137,800,755		1,201,899,246
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	290,675,615			
	1,064,098,491			
Target Fee			52,672,875	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		88,496,634		
Subtotal Incremental Cost Incentive Fee		49,304,121		
Cost Incentive Breakout				
Cost Incentive (Max)		49,304,121		12.95%
Cost Incentive (Target)			18,845,977	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)	61,158,338	7,920,005	3,027,338	69,078,343
Milestone-Schedule & Performance		5,148,003	1,967,770	
Cost Incentive (Max)		2,772,002	1,059,568	
<u>CLIN 00003 - NON-TARGET ICP CORE WORK SCOPE</u>				
	Estimated Cost	Fee		Total Price
Navy (SNF)	12,526,501	620,062		13,146,563
NE	1,175,070	58,166		1,233,236
<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	70,900,000	0		70,900,000
<u>CLIN 00006 INTEGRATED WASTE TREATMENT UNIT (IWTU) OPERATIONS AND TURNOVER</u>				
	Estimated Cost	Max Fee		Fee / Gal
IWTU Ops (C.6.1)	44,438,999	5,554,875		\$ 6.53
	Estimated Cost	Fixed Fee		
IWTU Phase 1 - Process Assessment (C.6.1.1)	19,331,848	956,926		
<u>Total Contract Cost (Excluding Options)</u>				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,279,266,066	152,852,623	55,700,213	1,433,351,925
<u>Total Contract Cost (Includes Options)</u>				
	Target Cost	Max Fee	Target Fee	Total Price
00001a - GrndWtr Monitoring Wells / CFA Landfill	1,810,349	234,440	89,612	2,044,789
00001b - GrdWtr Monitoring Wells/TAN Rem	1,446,663	187,343	71,610	1,634,006
00001c - Legacy Excess Radioactive/Haz Materials	24,820,741	3,214,286	1,228,627	28,035,027
00001d - RCRA Closure of AMWTP Facilities	30,566,310	3,958,337	1,513,032	34,524,647
00001e - Additional Temporary Storage	6,567,836	850,535	325,108	7,418,371
00001f - RH TRU Lot 11 Option Work	13,490,500	1,747,020	667,780	15,237,520
00001g - RH TRU Lot 12 Option Work	12,378,304	1,602,990	612,726	13,981,294
Total Options	91,080,703	11,794,951	4,508,495	102,875,654
Total Contract Cost (Includes Options) and Max Fee	1,370,346,769	164,647,574	60,208,708	1,536,227,579
<u>Contract Performance Ceiling (B.6)</u>				
Contract Performance Ceiling	1,291,491,049			

No other changes to Section B.2(c).

Modification 10 incorrectly revised B.2(a) and should have been B.2(c).

- SECTION B.6 (a)(2) CONTRACT PERFORMANCE CEILING**, is revised as follows:

The current Contract Performance Ceiling (CPC) is increased by \$1,717,631 from \$1,289,773,418 to \$1,291,491,049. This includes the work scope incorporated with this contract modification.

No Other Changes to B.6.

3. SECTION C.6.4.1 MFC D&D Demobilization *is incorporated and includes the additional scope as follows:*

The Contractor shall perform all tasks required to demobilize the decommissioning and demolition (D&D) program from the Materials and Fuels Complex (MFC) in accordance with letter CCN 319963.

The negotiated estimated direct cost under CLIN-1 is \$480,355 with a target fee of \$23,778 and a max fee of \$62,206.

No other changes to this section.

4. Section C.7.4, CPP-603 Large Cask Adaptation Project Turnover *is incorporated and includes the additional scope as follows:*

The Contractor shall continue uninterrupted services for the detailed final design and analysis for the energy absorbing transfer car insert; support structural detailed analysis and final design; and continue administration of the subcontract with American Crane & Equipment Corporation for the crane procurement. The Contractor shall also support ad-hoc DOE-ID requests and management briefings.

The negotiated estimated direct cost under CLIN-3 is \$1,175,070 with a fixed fee of \$58,166.

No other changes to this section.

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 identified in this modification, 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 price of the equitable adjustment for CLIN-1 is \$542,561. The total price of the equitable adjustment for CLIN-3 is \$1,233,236.

No other changes to the terms and conditions.