

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0233	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 definitize scope related to CLIN-1. 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) Thomas M. Williams Director Prime Contracts	15B. CONTRACTOR/OFFEROR <i>Thomas M Williams</i> (Signature of person authorized to sign)	15C. DATE SIGNED 10/27/2020	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jennifer K. Cate	16B. UNITED STATES OF AMERICA JENNIFER CATE Digitally signed by JENNIFER CATE Date: 2020.10.27 14:54:48 -08'00' (Signature of Contracting Officer)	16C. DATE SIGNED 10/27/2020
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0233

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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: \$2,061,638,820.00 Incrementally Funded Amount: \$1,930,814,167.98</p> <p>This modification increases the Total Contract Value by \$473,237 from \$2,112,093,295 to \$2,112,566,532.</p>				2,061,638,820.00

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 provides an equitable adjustment for the Contractor's Request for Equitable Adjustments specific to – Waste Isolation Pilot Plant (WIPP) Suspected/Erroneous TDOP Pinhole (CCN 325374, dated June 24, 2020) and Adjustment CPP-603 Crane Repair/Recovery Efforts (CCN 325428, dated July 9, 2020). The equitable adjustment is applicable to contract Sections C.5.1 CH TRU Waste Disposition and C.7.1 SNF Programs under CLIN-1. In addition, this modification revises scope language previously negotiated with contract Modification 210.

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 \$355,067 from \$954,490,895 to \$954,845,962.

The Indirect Target Cost is increased by \$63,912 from \$354,267,915 to \$354,331,827.

The Total Target Cost is increased by \$418,979 from \$1,308,758,810 to \$1,309,177,789.

The Cost Incentive (Target) is increased by \$20,740 from \$32,215,872 to \$32,236,612.

The Cost Incentive (Maximum) is increased by \$54,258 from \$80,670,351 to \$80,724,609.

The overall CLIN-1 Max Fee is correspondingly increased by \$54,258 from \$157,776,566 to \$157,830,824.

Summary:

The revised Total Contract Value (Includes Options) is increased by \$473,237 (cost and fee adjustments under CLIN-1) from \$2,112,093,295 to \$2,112,566,532.

The following 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)	954,845,962	157,830,824		1,467,008,613
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	354,331,827			
	1,309,177,789			
Target Fee			64,804,301	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		77,106,215		
Subtotal Incremental Cost Incentive Fee		80,724,609		
Cost Incentive Breakout				
Cost Incentive (Max)		80,724,609		12.95%
Cost Incentive (Target)			32,236,612	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)	189,090,973	22,458,933		211,549,906
Total (Excluding C.6.1 IWTU Ops)	324,208,354	28,939,778		353,148,132
<u>Total Contract Cost (Excluding Options)</u>				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,866,394,283	195,244,537	67,307,496	2,061,638,820
<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 (Definitized by Modification 207)	-	-	-	-
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 (Definitized by Modification 220)	-	-	-	-
Total Options	45,088,724	5,838,990	2,231,892	50,927,714
Total Contract Cost (Includes Options) and Max Fee	1,911,483,007	201,083,526	69,539,387	2,112,566,532
<u>Contract Performance Ceiling (B.6)</u>				
Contract Performance Ceiling	1,580,399,231			

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 \$473,237 from \$1,579,925,994 to \$1,580,399,231.

3. **Section C.5.1 CH TRU Waste Disposition** is revised to include the following scope:

The Contractor shall support the Waste Isolation Pilot Plant (WIPP) actions in response to a suspected pinhole defect in a Ten-Drum-Overpack (TDOP) shipped by the Contractor.

Based on this change, the CLIN-1 Direct Target Cost is increased by \$64,644, and the CLIN-1 indirect costs are increased by \$11,636. The corresponding target fee is increased by \$3,776, and the max fee is increased by \$9,878.

No other changes to Section C.5.1.

4. **Section C.7.1 SNF Programs** is revised to include the following scope:

The Contractor shall complete repair and recovery efforts of the 10-ton overhead bridge crane (CRN-GSF-101) used to support nuclear fuel operations in the Irradiated Fuel Storage Facility (IFSF) (CPP-603) at the Idaho Nuclear Technology and Engineering Center (INTEC).

Based on this change, the CLIN-1 Direct Target Cost is increased by \$290,423, and the CLIN-1 indirect costs are increased by \$52,276. The corresponding target fee is increased by \$16,964, and the max fee is increased by \$44,380.

5. **Section C.7.1.02 Foreign and Domestic SNF** is revised as follows:

From:

The Contractor shall maintain the capability to receive and off-load Foreign and Domestic Research Reactor (FRR/DRR) Program SNF and other domestic sources for dry storage in CPP-603. The Contractor, upon receipt, shall receive, prepare, and place into dry storage in CPP-603 one SNF shipment from these sources per full Government fiscal year. A list of potential receipt sources is provided in Exhibit C-21, *FRR/DRR Spent Nuclear Fuel Potential Sources*.

The Contractor shall inspect the SNF at the generating reactor, perform criticality and thermal analyses to determine transport and storage configurations, and maintain the security chain of custody from the placement of the SNF in a Contractor provided basket. The transport of SNF from the generating reactor to INTEC is not a Contractor function for DRR SNF. However, for FRR SNF, the Contractor may be requested to arrange transportation of SNF after the SNF arrives in the U.S. The Contractor shall maintain the equipment used to perform inspections and shall ensure compliance with CPP-603 documented safety analysis during the term of the contract.

The Contractor shall provide all materials and equipment necessary to support this activity.

To:

The Contractor shall maintain the capability to receive and off-load Foreign and Domestic Research Reactor (FRR/DRR) Program SNF and other domestic sources for dry storage in CPP-603. ~~The Contractor, upon receipt, shall receive, prepare, and place into dry storage in CPP-603 one SNF shipment from these sources per full Government fiscal year. A list of potential receipt sources is provided in Exhibit C-21, FRR/DRR Spent Nuclear Fuel Potential Sources.~~ The Contractor shall inspect the SNF at the generating reactor and perform ~~criticality and thermal~~ analyses to determine transport and storage configurations, ~~and maintain the security chain of custody from the placement of the SNF in a Contractor provided basket. The transport of SNF from the generating reactor to INTEC is not a Contractor function for DRR SNF. However, for FRR SNF, the Contractor may be requested to arrange transportation of SNF after the SNF arrives in the U.S. in preparation to receive SNF from three (3) sources.~~

The Contractor shall maintain the equipment used to perform inspections and shall ensure compliance with CPP-603 documented safety analysis during the term of the contract. ~~A list of potential receipt sources is provided in Exhibit C-21, FRR/DRR Spent Nuclear Fuel Potential Sources.~~

The Contractor shall provide all materials and equipment necessary to support this activity.

There is no adjustment to CLIN-1 cost/fee for this revised scope language.

No other changes to Section C.7.1.02.

6. **Section C.7.1.04 Advanced Test Reactor (ATR) SNF receipts**, first paragraph, is revised as follows:

From:

The Contractor shall receive five (5) shipments of ATR SNF for storage in CPP-666 during FY 2017. Subsequently, upon receipt, the contractor shall receive, prepare, and place into dry storage in CPP-603 up to 15 shipments per year of ATR SNF during the period FY 2019 through 2020. The contractor shall receive 10 shipments in FY 2021 for placement into dry storage in CPP-603 by the end of the contract period of performance.

To:

The Contractor shall receive five (5) shipments of ATR SNF for storage in CPP-666 during FY 2017. Subsequently, upon receipt, the contractor shall receive, prepare, and place into dry storage in CPP-603 up to 15 shipments per year of ATR SNF during the period FY 2019 through 2020. ~~The contractor shall receive 10 shipments in FY 2021 for placement into dry storage in CPP-603 by the end of the contract period of performance.~~

There is no adjustment to CLIN-1 cost/fee for this revised scope language.

No other changes to Section C.7.1.04.

7. **SECTION C.7.1.07 Transfer of NuPac 125B Casks**, first paragraph, is revised as follows:

From:

The Contractor shall transfer the NuPac 125B casks currently stored in CPP-666 Cask Receiving area to CPP-603 by May 31, 2021.

To:

The Contractor shall **prepare to** transfer the NuPac 125B casks currently stored in CPP-666 Cask Receiving area to CPP-603 ~~by May 31, 2021.~~

There is no adjustment to CLIN-1 cost/fee for this revised scope language.

No other changes to Section C.7.1.07.

8. **CONTRACTOR'S STATEMENT OF RELEASE:** In consideration of the modification agreed to herein as a complete equitable adjustment for the REAs submitted by the Contractor for the following: Waste Isolation Pilot Plant (WIPP) Suspected/Erroneous TDOP Pinhole REA (CCN 325374, dated June 24, 2020) and the CPP-603 Crane Repair/Recovery Efforts REA (CCN 325428, dated July 9, 2020), 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 for CLIN-1 is \$473,237.

No other changes to the terms and conditions.