

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 0238	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			9B. DATED (SEE ITEM 11)
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 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, 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 attached 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	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 11/17/2020
16B. UNITED STATES OF AMERICA JENNIFER CATE Digitally signed by JENNIFER CATE Date: 2020.11.17 14:40:41 -0700 (Signature of Contracting Officer)	16C. DATE SIGNED 11/17/2020

Previous edition unusable

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EM0004083/0238

PAGE OF  
2 2

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: \$2,069,494,140.00 Incrementally Funded Amount: \$1,930,808,497.71</p> <p>This modification increases the Total Contract Value by \$322,367 from \$2,120,099,485 to \$2,120,421,852.</p>				2,069,494,140.00

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 bilateral contract modification revises CLIN-1 scope at Section C.7.1.03 Experimental Breeder Reactor (EBR) – II SNF. 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 \$241,870 from \$956,006,390 to \$956,248,260.

The Indirect Target Cost is increased by \$43,537 from \$355,372,767 to \$355,416,304.

The Total Target Cost is increased by \$285,407 from \$1,311,379,157 to \$1,311,664,564.

The Cost Incentive (Target) is increased by \$14,128 from \$32,345,581 to \$32,359,709.

The Cost Incentive (Maximum) is increased by \$36,960 from \$81,009,686 to \$81,046,646.

The overall CLIN-1 Max Fee is correspondingly increased by \$36,960 from \$158,115,901 to \$158,152,861.

Summary:

The revised Total Contract Value (Includes Options) is increased by \$322,367 (cost and fee adjustments under CLIN-1) from \$2,120,099,485 to \$2,120,421,852. The following B.2(c) Fee Model has been updated to reflect the adjustments to CLIN-1.

<b>B.2(c) Table</b>				
<b><u>CLIN 00001 - TARGET ICP-CORE DOE MISSION WORK (BASE)</u></b>				
	Target Cost	Max Fee	Target Fee	Total Price
Direct Target Cost w/ ID Spt (No Options Included)	956,248,260	158,152,861		1,469,817,425
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	355,416,304			
	1,311,664,564			
Target Fee			64,927,396	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		77,106,215		
Subtotal Incremental Cost Incentive Fee		81,046,646		
Cost Incentive Breakout				
Cost Incentive (Max)		81,046,646		12.95%
Cost Incentive (Target)			32,359,709	4.95%
<b><u>CLIN 00002 - TARGET ICP CORE NNPP PPF WORK SCOPE</u></b>				
	Target Cost	Max Fee	Target Fee	Total Price
Navy (Pieces, Parts and Fines - 102 Cans)	42,567,244	5,408,387	2,513,098	47,975,631
Milestone-Schedule & Performance		3,970,091	1,963,325	
Cost Incentive (Max)		1,438,296	549,773	
<b><u>CLIN 00003 - NON-TARGET ICP CORE WORK SCOPE</u></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><u>CLIN 00004 - CONTRACT TRANSITION PERIOD</u></b>				
Transition	6,811,889	0		6,811,889
<b><u>CLIN 00005 - DEFINED BENEFIT PENSION PLAN COSTS</u></b>				
Pension	125,000,000	0		125,000,000
<b><u>CLIN 00006 INTEGRATED WASTE TREATMENT UNIT (IWТУ) OPERATIONS AND TURNOVER</u></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)	193,513,484	22,856,959		216,370,443
<b>Total (Excluding C.6.1 IWTU Ops)</b>	<b>328,630,865</b>	<b>29,337,804</b>		<b>357,968,669</b>
<b><u>Total Contract Cost (Excluding Options)</u></b>				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,873,503,632	195,990,508	67,440,494	2,069,494,140
<b><u>Total Contract Cost (Includes Options)</u></b>				
	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	1,918,592,356	201,829,497	69,672,386	2,120,421,852
<b><u>Contract Performance Ceiling (B.6)</u></b>				
Contract Performance Ceiling	1,583,434,014			
<b>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.</b>				

No other changes to Section B.2.

- SECTION B.6(a)(2) CONTRACT PERFORMANCE CEILING** is increased by \$322,367 from \$1,583,111,647 to \$1,583,434,014.

3. **SECTION C.7.1.03 Experimental Breeder Reactor (EBR) – II SNF** is revised to include the following scope:

The Contractor shall complete the following work scope by May 31, 2021:

1. Modify the design of the Shielded Cask Insert to be compatible with a new HFEF-14 cask constructed of stainless-steel versus carbon steel.
2. Modify Fluor Idaho HFEF-14 supporting documentation to support a stainless-steel version of the cask.
3. Procure & fabricate:
  - a) Modified Shielded Cask Insert
  - b) Cask Lid with Winch
4. Fit-up and installation on the new HFEF-14 cask.

*Based on this change, the CLIN-1 Direct Target Cost is increased by \$241,870, and the Indirect Target Cost is increased by \$43,537. The corresponding target fee is increased by \$14,128, and the max fee is increased by \$36,960.*

No other changes to Section C.

4. **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.7.1.03 Experimental Breeder Reactor (EBR) – II SNF 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 for CLIN-1 is \$322,367.

No other changes to the terms and conditions.