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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 1 |
| 2. AMENDMENT/MODIFICATION NO. 0026 | 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 | | 9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/> | |
| CODE 968795604 FACILITY CODE | | 9B. DATED (SEE ITEM 11) | |
| | | 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)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|--|--|
| CHECK ONE <input checked="" type="checkbox"/> | 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) |
| <input type="checkbox"/> | 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). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input type="checkbox"/> | 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

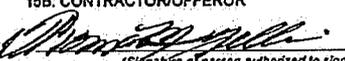
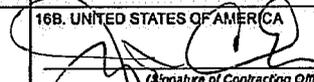
Oak Ridge Financial Service Center

P.O. Box 6017

Oak Ridge TN 37831

Period of Performance: 06/01/2016 to 05/31/2021

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.

| | |
|---|--|
| 16A. NAME AND TITLE OF SIGNER (Type or print) THOMAS M WILLIAMS PRIME CONTRACT MANAGER | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jennifer K. Cate |
| 15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign) | 15C. DATE SIGNED 2-9-17 |
| 16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer) | 16C. DATE SIGNED 2-9-17 |

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)*.

The following changes are hereby made to the contract:

1. **SECTION B.3 CLIN 00001 – COST INCENTIVE, SCHEDULE MILESTONES, ANNUAL MILESTONES AND PERFORMANCE INCENTIVES FEE ALLOCATIONS AND CALCULATIONS** is revised as follows:

- a. B.3(a), second paragraph, second sentence is revised to correct the contract reference as follows:

“The acceptance criteria and definitions for each of the Schedule Milestones, Annual Milestones and Performance Incentives are described in Section B.3, paragraph (e).”

- b. B.3(c)ii, last sentence is revised to read as follows:

“However, for the purpose of calculating the cost incentive fee for CLIN 00001, all contract overhead and G&A pool costs, regardless of which CLIN they may eventually be allocated and billed to, shall be treated as a total allowable cost in CLIN 00001.”

- c. B.3(d), second sentence, remove “TBD.”

No other changes to Section B.3.

2. **SECTION B.4 CLIN 00002 – COST INCENTIVE AND SCHEDULE MILESTONE FEE ALLOCATIONS AND CALCULATIONS** is revised to change “Target” to “Min” as follows:

Paragraph (c)ii, Schedule Milestones Fee Calculation, is revised as follows:

“The Schedule Milestone Fee dollars from the Maximum Fee amount (i.e., max fee date achievement through the min fee date) to the Min Fee amount will be calculated on a sliding scale per calendar day basis. The day after the Min Fee date the Contractor earns zero fee.”

No other changes to Section B.4.

3. **SECTION B.9 FEE PAYMENTS**, is revised to correct the contract reference typos as follows:

- a. Paragraph (b), reference to B.3(f) is revised to B.3(e).
b. Paragraph (e), first sentence is revised as follows:

If the Contractor meets the acceptance criteria and DOE accepts completion for PI-2 per B.3(e)ii. and xi., then the fee associated with AM-2 and PI-2 becomes earned fee at the maximum fee rate and is no longer subject to the fee ‘claw back’ per B.6(b).

- c. Paragraph (g), reference to B.3(f)(xiii) is corrected to B.3(e)xii.

No other changes to Section B.9.

4. **SECTION B.10 FINAL FEE DETERMINATION**, paragraph (a)ii, reference to B.3(f) is corrected to B.3(e).

No other changes to Section B.10.

5. **SECTION C.5.8 ARP IX Construction Support at RWMC** is revised to add the following language to the end of the paragraph. This language was in the ICP Core RFP but was erroneously excluded at contract award.

“and perform system operability testing, operations startup, and complete exhumations.”

No other changes to Section C.5.8.

6. **SECTION C.7.2 NRC LICENSED SNF STORAGE FACILITIES**, first paragraph, is revised to include emergency management services at Fort Saint Vrain ISFSI and reads as follows:

“The Contractor shall provide surveillance and monitoring, utilities, office space and general infrastructure support (including facility maintenance and cybersecurity) for the NRC licensed facility Three Mile Island 2 (TMI-2) Independent Spent Fuel Storage Installation (ISFSI) at INTEC. The Contractor shall also provide emergency management services for the NRC licensed facilities TMI-2 and Fort Saint Vrain ISFSI, at INTEC and in Colorado, respectively. The Contractor shall establish an Interface Agreement with the NRC contractor to perform the required services below. The NRC contractor will oversee the Contractor’s performance to ensure compliance with the TMI-2 and Fort Saint Vrain NRC license. Should a fine or penalty be issued by NRC or DOE resulting from work supporting the NRC license at TMI-2 or Fort Saint Vrain, the DOE will assess the incident and determine contractor (ICP Core or NRC Licensed Facilities) liability for the fine or penalty.”

No other changes to Section C.7.2.

7. **SECTION C.8.2.04 PROPERTY MANAGEMENT**, paragraph five, reference to DOE Manual 205.1B, is revised to correctly read DOE Order 205.1B.

No other changes to Section C.8.2.

8. **SECTION C.8.3.07 INTEGRATED SAFETY MANAGEMENT SYSTEM (ISMS)**, deliverable dates are revised as follows:

“The EMS shall be certified to the ISO14001 standard by an accredited independent registrar within 12 months after contract effective date (June 1, 2017).....The contractor shall submit a compliant ISMS program description document for DOE review and approval, and be prepared for Phase I verification within eight months after contract effective date (February 1, 2017). The

Contractor shall be prepared for Phase II verification within 12 months after contract effective date (June 1, 2017).”

No other changes to Section C.8.3.07.

9. **SECTION C.8.3.09 EMERGENCY MANAGEMENT**, first paragraph, is revised to read as follows:

“The Contractor shall provide the necessary personnel, support, resources, facilities, and access in order to maintain an Emergency Management program that is integrated into a single site-wide program operated by the INL contractor, and coordinated with other DOE ID prime contractors as documented in contractors’ Interface Agreements. The Contractor shall submit the Emergency Management Program for DOE approval at least 30 days prior to contract effective date. The Contractor shall ensure their Emergency Management Program, including any requirements for TMI-2 (PLN-1610), is in place by the contract effective date. The Contractor shall also assist the NRC Licensed Facility contractor by providing necessary personnel to adequately support the NRC Licensed Facility contractor’s emergency management needs, as agreed to in the Memorandum of Understanding between the Contractor and the NRC contractor, dated January 12, 2017, or as amended. The Emergency Management program shall be compliant with DOE O 151.1C, Comprehensive Emergency Management System, or its successor directives, and any other relevant directives, laws, etc. The Emergency Management program shall be adequate to analyze, plan, and respond to the hazards that are introduced, present, transported, or collocated with the facilities operated by the contractor. General requirements shall include the development and implementation of a Comprehensive Emergency Management System designed to:”

No other changes to Section C.8.3.09.

10. **SECTION C.8.3.15 ENVIRONMENTAL SUSTAINABILITY**, is deleted in its entirety and replaced with the following:

C.8.3.15 Environmental Sustainability

The Contractor shall assist the DOE through direct participation and other support in achieving the DOE’s sustainability goals as required by DOE Order 436.1, *Departmental Sustainability*; and the DOE Strategic Sustainability Performance Plan.

The Contractor shall consider, to the extent practical, Green and Sustainable Remediation (GSR) and Innovative Technology practices in all phases of this PWS and to implement such practices when they reduce costs, expedite project schedules, minimize risk, and maximize effectiveness.

The Contractor shall develop and implement internal policies to calculate and track greenhouse gas emissions following Federal guidelines and annually report a comprehensive inventory of absolute greenhouse gas emissions, including specific scope 3 (indirect) emissions, in accordance with DOE greenhouse gas (GHG) reporting requirements. The contractor shall assist DOE toward reducing scope 1&2 GHG emissions by 50% and scope 3 by 25% by 2025 from the 2008 baseline.

The Contractor shall implement the *Technical Guidance on Implementing the Stormwater Runoff Requirements for Federal Projects under Section 438 of the Energy Independence and Security Act* issued by the Environmental Protection Agency (EPA), see website: http://www.epa.gov/oaintrnt/documents/epa_swm_guidance.pdf.

The Contractor shall manage its vehicle fleet to reduce fleet related GHG/mile releases, and follow DOE fleet guidance as provided by the CO.

The Contractor shall assist the DOE in meeting the pollution prevention and waste diversion goals through source reduction and, as determined to be cost effective and consistent with DOE sustainability goals, through diversion from disposal of non-hazardous solid wastes and construction and demolition materials and debris.

The Contractor shall assist the DOE in meeting its high performance sustainable building design, construction, operation and management, maintenance, and deconstruction goals as follows:

- Pursue cost-effective, innovative strategies, such as highly reflective and vegetated roofs, to minimize consumption of energy, water, and materials and to contribute to efforts to bring existing facilities into compliance with the 2016 Guiding Principles for Sustainable Federal Buildings (Guiding Principles).
- Manage existing building systems to reduce the consumption of energy, water, and materials, and identify alternatives to renovation that reduce existing assets' deferred maintenance costs in accordance with the Energy Independence and Security Act.
- Identify opportunities to consolidate and dispose of existing assets, optimize the performance of the DOE's real-property portfolio, and reduce associated environmental impacts.
- Assist the DOE in ensuring that current and new Federal buildings and Federal buildings undergoing major renovations reduce their fossil fuel-generated energy consumption (baseline 2015) by 2.5% annually, collective for all goal subject buildings under DOE Idaho control.
- Ensure that new buildings or major renovations meet the 2016 Guiding Principles, unless a waiver is obtained through the DOE Acquisition Executive.
- Ensure that new building leases or renegotiation of existing leases include energy efficiency criteria as a source selection factor and a requirement of lessors to disclose GHG emissions, or energy consumption if only a portion of the building is leased.

The Contractor shall ensure major replacements of installed equipment, renovation or expansion of existing space, employ the most energy efficient designs, systems, equipment, and controls that are life-cycle cost effective (documented analyses shall be provided to DOE on request), and ensure such activities contribute to compliance with the Guiding Principles.

The Contractor shall designate a facility energy manager and complete building energy and water evaluations every four years for each facility according to the Energy Independence and Security Act, Section 432. The Contractor shall use Energy Star Portfolio Manager rating tool to record energy and water audits and sustainability performance information. The Contractor shall ensure that facility energy managers commission equipment and establish Operations and Maintenance (O&M) plans for measuring, verifying, and reporting energy and water savings.

The Contractor shall assist the DOE in advancing sustainable acquisition for products and services and shall:

- Incorporate electronics stewardship and best management practice;
- Establish and implement policies to enable power management, duplex printing, and other energy-efficient or environmentally preferable features on all eligible agency electronic products;
- Employ environmentally sound practices with respect to the agency's disposition of all agency excess or surplus electronic products;
- Implement best management practices for energy-efficient management of servers and Federal data centers;

The Contractor shall assist the DOE to achieve sustainable environmental management by:

- Ensuring the EMS, required in section C.8.3.07 of this contract, incorporates objectives and measurable targets that contribute to the achievement of the sustainability goals of the DOE strategic Sustainability Performance Plan;
- Developing or contributing to development of an annual INL Site Sustainability Plan; and
- Establishing and implementing activities to submit data and reports required to demonstrate DOE progress towards achieving sustainability goals."

No other changes to Section C.8.3.15.

11. SECTION G.3 DOE-G-2004 CONTRACT ADMINISTRATION (OCT 2014), paragraph (c), is revised to include the following:

- a. Item 1: "Contract Specialist/Contracting Officer: **Aaron S. Nebeker**"
- b. Item 7: "Supervisory Contracting Officer: **Maria M. Mitchell-Williams**
(A) **U.S. Department of Energy**
Idaho Operations Office
Attn: ICP Core Contracting Officer
(B) Telephone number: **208-526-8600**
(C) Address: **1955 Fremont Avenue**
Idaho Falls, ID 83415-1240
(D) Email address: mitchemm@id.doe.gov"

No other changes to Section G.3.

12. SECTION H.22 INDIRECT RATE CEILING is revised as follows:

Figure L.6(a)(3)-2. G&A Cost Allocations by Cost Pool by Contract Period FY16 through FY21, column "FY21" is corrected from "(10/1/2020 – 9/30/2021)" to "(10/1/2020 – 5/31/2021)."

No other changes to Section H.22.

13. SECTION H.58 GOVERNMENT FURNISHED SERVICES/ITEMS (GFSI), Table H-1: Detailed Description of Government Furnished Services and Items, Contractor Requirements for Records, reference to “Section C.8.21.01” is revised to correctly read “Section C.8.1.02.”

No other changes to Section H.58.

14. SECTION H.72 DOE-H-2068 INCURRENCE OF COSTS FOR CONFERENCES (OCT 2014), is replaced in its entirety with the following:

“DOE-H-2068 INCURRENCE OF COSTS FOR CONFERENCES (AUG 2015)

The Contractor agrees that:

- a) The contractor shall ensure that contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.
- b) The definition of a conference is Attachment 1 to this Modification No. 026.
- c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:
 - 1) The contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:
 - i) Covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
 - ii) Purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).
 - 2) The contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).
- d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.
- e) The contractor will provide information on conferences they plan to sponsor with expected costs exceeding \$100,000 in the Department's Conference Management Tool, including:
 - 1) Conference title, description, and date
 - 2) Location and venue
 - 3) Description of any unusual expenses (e.g., promotional items)
 - 4) Description of contracting procedures used (e.g., competition for space/support)

- 5) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibit fees)
- 6) Number of attendees
- f) The contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the contracting officer.
- g) For DOE-sponsored conferences, the contractor will not expend funds on the proposed conference until notified by the contracting officer.
 - 1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/ trademarks to promote a conference. Exceptions include instances where DOE:
 - i) Covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
 - ii) Purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or provide funding to the conference planners through Federal grants.
 - 2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
 - 3) The contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.
- h) For *non-contractor sponsored conferences*, the contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:
 - 1) Track all conference expenses.
 - 2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of \$100,000 or greater.
- i) Contractors are not required to enter information on non-sponsored conferences in DOE'S Conference Management Tool.
- j) Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.”

No other changes to Section H.72.

15. SECTION J, ATTACHMENT J-2 – LIST OF CONTRACT DELIVERABLES/SUBMITTALS, is revised to the DOE-approved deliverable dates as follows:

- Deliverable 29, ISMS program description document for Phase I verification, “Frequency/timing” is revised to read “within eight months after contract effective date.”
- Deliverable 30, ISMS program description document for Phase II verification, “Frequency/timing” is revised to read “within 12 months after contract effective date.”

No other changes to Section J, Attachment J-2.

16. 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.

No other changes to the contract terms and conditions.