AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 0026

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. N/A

5. PROJECT NO. (If applicable) N/A

6. ISSUED BY Idaho Operations
   U.S. Department of Energy
   Idaho Operations
   1955 Fremont Avenue
   Idaho Falls ID 83415

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

8. NAME AND ADDRESS OF CONTRACTOR (If other than Item 6) N/A

PLDOR IDAHO, LLC
Attn: AMANDA JORDAN
1070 RIVERWALK DRIVE, SUITE 201
IDAHO FALLS ID 83402

9. AMENDMENT OF SOLICITATION NO. N/A

10. DATED (SEE ITEM 11) 02/04/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is extended 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 amendment, by one of the following methods: (a) by completing Items 8 and 16B, and returning copies of the acknowledgment; (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 number. FAILURE OF YOUR ACKNOWLEDGMENT 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.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT ORDER. 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 14.

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 43.180G.

C. OTHER (Specify type of modification and authority) N/A

F. IMPORTANT: Contractor ☐ is not. ☐ is required to sign this document and return 1 copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by OCF section headings, including solicitation/contract subject matter where feasible)

Tax ID Number: 45-2724914
DUNS Number: 966795604

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(c).

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 9A or 10A, as hereinafter changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNING OFFICER (Print or type)

Maria M. Mitchell-Williams

15B. CONTRACT/ORDER NO.

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Maria M. Mitchell-Williams

16B. UNITED STATES OF AMERICA

16D. DATE SIGNED 2/16/17

STANDARD FORM 30 (REV. 10-83)
Prepared by OCA
FAR (49 CFR) 6.24A

Item 15A/15B - Signature and Title (printed or typed)
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
</tr>
</thead>
<tbody>
<tr>
<td>00001</td>
<td>Target ICP-Core DOE Mission Work</td>
<td></td>
<td></td>
<td></td>
<td>1,197,359,810.00</td>
</tr>
</tbody>
</table>

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

Change Item 00001 to read as follows (amount shown is the total amount):

00001  Target ICP-Core DOE Mission Work
Line item value is: $1,197,359,810.00
Incrementally Funded Amount: $321,733,551.56

This modification increased CLIN-1 value by $2,032,707 (direct cost plus max fee). Refer to the continuation pages.
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.4.1 INTEC Tank Farm Cap and revises Section H.69 DOE H-2047 Federal Holidays and Other Closures.

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) is revised to incorporate the revised work scope under Section C.4.1 INTEC Tank Farm Cap.

   The Direct Target Cost is increased by $1,799,652 from $763,799,341 to $765,578,993.

   The Indirect Target Cost remains unchanged at $294,500,520.

   The Total Target Cost is increased by $1,799,652 from $1,058,279,861 to $1,060,079,513.

   The Cost Incentive (Target) is increased by $89,083 from $18,897,111 to $18,986,194.

   The Cost Incentive (Maximum) is increased by $233,055 from $49,437,896 to $49,670,951. The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly increased by $233,055 from $137,047,242 to $137,280,297.

   **Summary:**

   The Total Contract Value, including options, is increased by $2,032,707 (target cost and max fee for CLIN-1) from $1,528,332,615 to $1,530,365,322.

   The B.2(c) Fee Model has been updated to reflect the adjustment to CLIN-1.
No other changes to Section B.2(c).

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

The current Contract Performance Ceiling (CPC) is increased by $2,032,707 from $1,285,597,613 to $1,287,630,320. This includes the work scope incorporated with this contract modification.

No other changes to B.6.
3. **SECTION C.4.1 INTEC Tank Farm Cap** is deleted in its entirety and replaced with the following:

The Contractor shall assume control of the Interim Tank Farm Low Permeability Cover 90% Design (EDF-10116 dated 3/6/2012) and update it as necessary to reflect current field conditions.

The 90% design drawings for Phase II include a design on the installation of low permeability pavement to be completed in two parts: Part A (pavement and drainage on the western two thirds), and Part B (pavement and drainage on the eastern one third).

The Contractor shall install low-permeability pavement over the western two thirds of the tank farm (including any activities necessary to prepare the tank farm area for low-permeability pavement) in accordance with Phase II Part A of the Operable Unit 3-14 Tank Farm Soil and INTEC Groundwater Remedial Design/Remedial Action Work Plan (DOE/ID-11333) and the Phase II 90% Design Drawings (EDF-10116 dated 3/6/2012).

The Contractor shall complete construction of Phase II Part A, complete the Draft Phase II Part A pre-final inspection report and the Draft Phase I and Phase II, Part A Interim Remedial Action report and submit them to the Agencies in accordance with the applicable regulatory milestones specified in Table 4-3 of the OU 3-14 Tank Farm Soil and INTEC Groundwater Remedial Design/Remedial Action Work Plan (DOE/ID-11333).

The construction of Phase II Part B may be added to the scope pending the completion of RCRA closure of WM-187-190 tanks within the contract period of performance.

During construction of the low permeability cover the Contractor shall maintain the design by keeping it current and incorporating field changes as necessary.

Following construction, the Contractor shall maintain the low permeability cover through the remainder of the contract period of performance.

The Federal Facility Agreement/Consent Order (FFA/CO) contains a provision for requesting extensions to enforceable milestones when “good cause exists”. Specific guidance is defined in the FFA/CO, Section XIII. Good cause is defined below:

- An event of Force Majeure
- Failure by another party to meet a requirement
- Delay caused by good faith invocation of dispute resolution
- Delay caused by extension to another deadline
- Any other event or series of events mutually agreed to by all three parties to the FFA/CO.
The Contractor may submit a request for extension to DOE-ID should it experience a “good cause” as defined in the FFA/CO.

*The negotiated estimated direct cost under CLIN-1 is $1,799,652 with a target fee of $89,083 and a max fee of $233,055.*

No other changes to Section C.4.1.

4. **SECTION H.69 DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (OCT 2014)** paragraph (f) is revised in its entirety as follows:

(f) In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees’ regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above unless 1) the employees are covered by a labor or bargaining unit agreement that requires the Contractor to pay its employees for such work hours, and/or 2) the Contractor has a human resources policy, approved by the Contracting Officer, that requires the Contractor to pay its employees for such work hours.

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 $2,032,707 (target direct cost and max fee).

No other changes to the terms and conditions.
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.4.1 INTEC Tank Farm Cap and revises Section H.69 DOE H-2047 Federal Holidays and Other Closures.

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The Contractor shall complete construction of Phase II Part A, complete the Draft Phase II Part A pre-final inspection report and the Draft Phase I and Phase II, Part A Interim Remedial Action report and submit them to the Agencies in accordance with the applicable regulatory milestones specified in Table 4-3 of the OU 3-14 Tank Farm Soil and INTEC Groundwater Remedial Design/Remedial Action Work Plan (DOE/ID-11333).

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- Any other event or series of events mutually agreed to by all three parties to the FFA/CO.
The Contractor may submit a request for extension to DOE-ID should it experience a “good cause” as defined in the FFA/CO.

The negotiated estimated direct cost under CLIN-1 is $1,799,652 with a target fee of $89,083 and a max fee of $233,055.

No other changes to Section C.4.1.

4. **SECTION H.69 DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (OCT 2014)** paragraph (f) is revised in its entirety as follows:

   (f) In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees’ regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above unless 1) the employees are covered by a labor or bargaining unit agreement that requires the Contractor to pay its employees for such work hours, and/or 2) the Contractor has a human resources policy, approved by the Contracting Officer, that requires the Contractor to pay its employees for such work hours.

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   No other changes to the terms and conditions.