

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0028	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 (f/o, 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. <b>Section 1.100, Changes-Cost Reimbursement (Aug 1987) Alt II and III (Apr 1984)</b>
	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).
	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(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 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>Maria M. Mitchell-Williams</i> Director, Prime Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Maria M. Mitchell-Williams
15B. CONTRACTOR/OFFEROR <i>[Signature]</i>	16B. UNITED STATES OF AMERICA <i>[Signature]</i>
15C. DATE SIGNED 2-16-17	16C. DATE SIGNED 2/16/17

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EM0004083/0028

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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>Period of Performance: 06/01/2016 to 05/31/2021</p> <p>Change Item 00001 to read as follows (amount shown is the total amount):</p> <p>Target ICP-Core DOE Mission Work Line item value is:: \$1,197,359,810.00 Incrementally Funded Amount: \$321,733,551.56</p> <p>This modification increased CLIN-1 value by \$2,032,707 (direct cost plus max fee). Refer to the continuation pages.</p>				1,197,359,810.00

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.

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<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)	765,578,993	137,280,297		1,197,359,810
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	294,500,520			
	1,060,079,513			
Target Fee			52,473,936	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		87,609,346		
Subtotal Incremental Cost Incentive Fee		49,670,951		
Cost Incentive Breakout				
Cost Incentive (Max)		49,670,951		12.95%
Cost Incentive (Target)			18,986,194	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)	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	
<b><u>CLIN 00003 - NON-TARGET ICP CORE WORK SCOPE</u></b>				
	Estimated Cost	Fee		Total Price
Navy (SNF)	13,205,208	653,658		13,858,866
NE	1,175,070	58,166		1,233,236
<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	70,900,000	0		70,900,000
<b><u>CLIN 00006 INTEGRATED WASTE TREATMENT UNIT (IWTU) OPERATIONS AND TURNOVER</u></b>				
	Estimated Cost	Max Fee	Fee Gal	Total Price
IWTU Ops (C.6.1)	44,438,999	5,554,875	\$ 6.53	\$ 49,993,874
	Estimated Cost	Fixed Fee		Total Price
IWTU Phase 1 - Process Assessment (C.6.1.1)	19,331,848	956,926		\$ 20,288,774
<b><u>Total Contract Cost (Excluding Options)</u></b>				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,277,100,865	152,423,927	55,501,274	1,429,524,792
<b><u>Total Contract Cost (Includes Options)</u></b>				
	Target Cost	Max Fee	Target Fee	Total Price
00001a - GrndWtr Monitoring Wells / CFA Landfill	776,251	100,525	38,424	876,776
00001b - GrdWtr Monitoring Wells/TAN Rem	678,969	87,926	33,609	766,895
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	89,278,911	11,561,619	4,419,306	100,840,530
Total Contract Cost (Includes Options) and Max Fee	1,366,379,776	163,985,546	59,920,580	1,530,365,322
<b><u>Contract Performance Ceiling (B.6)</u></b>				
Contract Performance Ceiling	1,287,630,320			

**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(c).

- 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.

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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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