

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0032	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		(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. Section I, 100, Changes-Cost Reimbursement (Aug 1987) Alt II and III (Apr 1984)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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.

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>[Signature]</i> Director, Prime Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Maria M. Mitchell-Williams
15B. CONTRACTOR/OFFEROR Fluor Idaho, LLC <i>[Signature]</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)
15C. DATE SIGNED Mar 16, 2017	16C. DATE SIGNED 3/16/17

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0032

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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:: \$1,203,872,237.00 Incrementally Funded Amount: \$321,733,551.56</p> <p>This modification increased CLIN-1 value by \$6,512,427 (target cost plus max fee). Refer to the continuation pages.</p> <p>Change Item 00003 to read as follows (amount shown is the total amount):</p>				1,203,872,237.00
00003	<p>FOR OFFICIAL USE ONLY</p> <p>Non-Target ICP-Core Naval Nuclear Propulsion Program (NNPP) - Spent Nuclear Fuel (SNF) Line item value is:: \$25,409,868.79 Incrementally Funded Amount: \$25,409,868.79</p> <p>This modification definitizes scope under CLIN-3 with an estimated cost of \$10,758,328 and fixed fee of \$532,537. The contractor is directed to continue operations in accordance with Section B.2(c).</p>				25,409,868.79

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 changes to C.7.1.01 - Spent Nuclear Fuel Management, along with changes and additional work scope under Section C.7.3 Navy Nuclear Propulsion Program (NNPP) SNF.

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 (SNF Surveillance and Maintenance shifted from CLIN-3 to CLIN-1) under C.7.1.01 Spent Nuclear Fuel Management.

The Direct Target Cost is increased by \$5,765,761 from \$765,578,993 to \$771,344,754.

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

The Total Target Cost is increased by \$5,765,761 from \$1,060,079,513 to \$1,065,845,274.

The Cost Incentive (Target) is increased by \$285,405 from \$18,986,194 to \$19,271,599

The Cost Incentive (Maximum) is increased by \$746,666 from \$49,670,951 to \$50,417,617. The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly increased by \$746,666 from \$137,280,297 to \$138,026,963.

CLIN-3: Non-Target ICP Core Work Scope is revised to incorporate work scope (Navy Replan) under Section C.7.3 Navy Nuclear Propulsion Program (NNPP) SNF:

The estimated direct cost for this new scope is \$10,758,328. However, to show the total incremental direct cost associated with the CLIN-3 Navy Replan, the original DOE S&M estimated value of \$5,765,761 (moved to CLIN-1) was subtracted from the original Navy estimated cost of \$12,526,501 (Table B.2(a)), leaving a revised value \$6,760,739. Then adding the incremental CLIN-3 value of \$10,758,328 equates to a revised CLIN-3 value of \$17,519,067 (\$6,760,739 + 10,758,328). This value is the incremental cost to the CLIN-3 scope currently in the contract.

The incremental fixed fee is \$532,537. To show the total incremental fixed fee associated with the CLIN-3 Navy Replan, the fee from CLIN-3 related to the SNF S&M amount moved from CLIN-3 to CLIN-1 (\$5,765,761) was subtracted. The fee subtracted is \$285,405, leaving a revised fixed fee value of \$334,657 (\$620,062 – \$285,405). Then adding the incremental fixed fee to CLIN-3, a value of \$532,537 (4.95% * \$10,758,328). This equates to a revised CLIN-3 fixed fee value of \$867,194 (\$334,657 + \$532,537).

Summary:

The Total Contract Value, including options, is increased by \$11,752,127 (target cost and max fee for CLIN-1, and estimated cost and fixed fee for CLIN-3) from \$1,530,365,322 to \$1,542,117,449.

The B.2(c) Fee Model has been updated to reflect the adjustment to CLIN-1 and CLIN-3.

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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)	771,344,754	138,026,963		1,203,872,237
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	294,500,520			
	1,065,845,274			
Target Fee			52,759,341	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		87,609,346		
Subtotal Incremental Cost Incentive Fee		50,417,617		
Cost Incentive Breakout				
Cost Incentive (Max)		50,417,617		12.95%
Cost Incentive (Target)			19,271,599	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)	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	
<u>CLIN 00003 - NON-TARGET ICP CORE WORK SCOPE</u>				
	Estimated Cost	Fee		Total Price
Navy (SNF)	18,197,776	900,790		19,098,566
NE	1,175,070	58,166		1,233,236
<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	70,900,000	0		70,900,000
<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)	44,438,999	5,554,875	\$ 6.53	\$ 49,993,874
	Estimated Cost	Fixed Fee		
IWTU Phase 1 - Process Assessment (C.6.1.1)	19,331,848	956,926		\$ 20,288,774
<u>Total Contract Cost (Excluding Options)</u>				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,287,859,194	153,417,725	55,786,679	1,441,276,919
<u>Total Contract Cost (Includes Options)</u>				
Priced Options	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	1,377,138,105	164,979,344	60,205,985	1,542,117,449
<u>Contract Performance Ceiling (B.6)</u>				
Contract Performance Ceiling	1,299,135,315			

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).

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

The current Contract Performance Ceiling (CPC) is increased by \$11,504,995 from \$1,287,630,320 to \$1,299,135,315 (CLIN-1 max fee of \$746,666 + CLIN-3 estimated cost of \$10,758,328). This includes the work scope incorporated with this contract modification.

No other changes to B.6.

3. NAVY REPLAN – Paragraph 1 of Section C.7.1.01 Spent Nuclear Fuel Management is modified to include the following:

The 1995 Idaho Settlement Agreement (ISA) governs the removal of spent nuclear fuel from the state of Idaho and requires transfer from wet to dry storage by 2023. The Contractor shall maintain Spent Nuclear Fuel (SNF), SNF records, and operate and maintain SNF facilities (excludes surveillance and maintenance (S&M) relating to Navy SNF in Section C.7.3) including CPP-666 (the fuel basin portion of CPP-666), CPP-603, CPP-749 and CPP-2707 and ancillary facilities at INTEC. The SNF inventories, including current locations, are identified in Exhibit C-18, Spent Nuclear Fuel Inventory and Plot Plans for CPP-603, CPP-749, and CPP-2707 (OUO). The SNF is described in Exhibit C-19, EBR-II Spent Nuclear Fuel Description Document (OUO), and Exhibit C-20, INTEC Spent Nuclear Fuel Description Document (OUO).

The negotiated target cost increase to CLIN-1 is \$5,765,761 with a target fee of \$285,405 and a max fee of \$746,666. This S&M amount was realigned from CLIN-3 to CLIN-1.

No other changes to Section C.7.1.01

4. NAVY REPLAN –Section C.7.3 Navy Nuclear Propulsion Program (NNPP) SNF is modified to include the following:

Paragraph 1 is modified as follows:

By ~~June 30~~ December 31, 2018, the Contractor shall retrieve, load the cask, and place cask on trailer for departure of all NNPP SNF currently stored in the INTEC CPP-666 fuel basins. See Exhibit C-23, *Memoranda of Agreement (MOA) for Naval Spent Nuclear Fuel Transfers and Disposition*. The Contractor shall receive Large Cell Casks (LCCs) from NRF on the INL Site and load and ship the casks back to NRF (approximately 13 shipments in Government Fiscal Year 2016 with six LCCs scheduled to be shipped during the time period of June 1, 2016 through September 30, 2016, approximately 17 shipments in FY 2017, and approximately 5 Shipments in FY 2018 for a total of approximately 35 total shipments). All work is done under the CPP-666 authorization basis (SAR/TSR-113), but procedures and equipment designs that interface with NNPP SNF must be approved by NNPP. Equipment required for SNF handling shall be designed, fabricated, and tested by the Contractor. The Contractor shall prepare a data package fully describing the SNF in each cask-load and the position of each element within the load. This package shall pass quality assurance review by Naval Reactor Facilities (NRF) prior to cask shipment. The Contractor shall retain a copy of all records related to NNPP SNF and maintain secure records storage. The Contractor shall perform required surveillance and maintenance in CPP-666 (the fuel basin portion of CPP-666) relating to Navy SNF from GFY 2016 through GFY 2018.

In addition, the following scope is added to Section C.7.3:

The contractor shall prepare all NNPP SNF prior to loading and shipping to NRF. For further information please contact the CO.

The negotiated estimated cost increase to CLIN-3 is \$10,758,328 with a fixed fee increase of \$532,537. This results in a current revised estimated cost of \$18,197,776 and revised fixed fee of \$900,790.

No other changes to Section C.7.3

- 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 \$6,512,427 (target direct cost and max fee), and the total price of the equitable adjustment for CLIN-3 is \$11,290,865 (estimated direct cost and fixed fee).

No other changes to the terms and conditions.