

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 0033		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.
CODE 968795604 FACILITY CODE		9B. DATED (SEE ITEM 11)
		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.

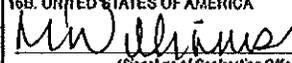
CHECK ONE X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. Section I.100, Changes-Cost Reimbursement (Aug 1987) Alt II and III (Apr 1984)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE 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) 	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Maria M. Mitchell-Williams
15B. CONTRACTOR/OFFEROR DIRECTOR, PRIME CONTRACTOR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED 3/23/17	16C. DATE SIGNED 3/23/17

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.2 (c) CONTRACT COST AND FEE SCHEDULE** is revised as follows:

CLIN-3: Non-Target ICP Core Work Scope is revised to incorporate work scope under Section C.8.7 Incumbent(s) Contract Close-Out Activities:

The estimated direct cost for this new scope is \$350,000.

The fixed fee is \$10,890.

Summary:

The Total Contract Value, including options, is increased by \$360,890 (estimated cost and fixed fee for CLIN-3) from \$1,542,117,449 to \$1,542,478,339.

The B.2(c) Fee Model has been updated to reflect the adjustment to 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
Incumbent Close-Out	350,000	10,890		360,890
<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
	1,288,209,194	153,428,615	55,786,679	1,441,637,809
<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	1,377,488,105	164,990,234	60,205,985	1,542,478,339
<u>Contract Performance Ceiling (B.6)</u>				
Contract Performance Ceiling	1,299,485,315			

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 \$350,000 from \$1,299,135,315 to \$1,299,485,315. This includes the work scope incorporated with this contract modification.

No other changes to B.6.

3. SECTION B.19 COST ESTIMATES is incorporated as follows:

In accordance with Section B.15 *Advance Understanding – Changes to Cost and Fee*, upon request, the Contractor shall provide an adequate cost estimate as prescribed under FAR 15, Table 15-2 *Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data are Required*. The Contractor will be reimbursed for all reasonable, allocable and allowable costs for the development of cost estimates as requested by the Contracting Officer. However, there will be no incremental increase in the target/estimated cost or fee for the cost estimate if work is added to specific scope(s) that are already identified in Section C. Conversely, for work scope not specifically identified in Section C, DOE-ID will authorize an incremental increase up-to value of \$15K in direct costs for these cost estimates. These costs must be reasonable, allowable and allocable. The contract performance ceiling (CPC) will increase correspondingly in accordance with Section B.6. The listing below is a sampling of future potential directed change orders; however, it is not all inclusive. For scope activities that are not identified in the listing below, both parties must be willing to have an open dialogue/discussion prior to DOE-ID requesting the cost estimate to avoid any miscommunication.

IN SCOPE

- a. Section C.6.2 Calcine Disposition
- b. Section C.6.1 Integrated Waste Treatment Project (IWTU) (specifically excludes any additional storage or concrete over packs for end products, if required)
- c. Section C.5.3 RH-TRU Waste Disposition
- d. Section C.7.0 Spent Nuclear Fuel
- e. Section C.7.3 Navy Nuclear Propulsion Program (NNPP) SNF
- f. Section C.7.4 CPP-603 Large Cask Adaptation Project Turnover (specifically excludes any future building modifications)

OUT OF SCOPE

- a. Decontamination and Demolition (D&D) (excluding what's specifically defined in Section C.6.4 MFC D&D)

Should DOE-ID receive an unexpected influx of funding which requires an acceleration of out-year work scope to be added to the ICP Core contract (similar to the American Recovery and Reinvestment Act funding in 2009), DOE-ID will consider a fair and reasonable incremental cost and fee for the development of such cost estimates. The CPC will also increase correspondingly in accordance with Section B.6. DOE-ID will also adjust the cost, fee and CPC for DOE-ID requested cost estimates which are ultimately not incorporated.

4. SECTION C.8.7 INCUMBENT(S) CONTRACT CLOSE-OUT is incorporated as follows:

The Contractor shall support all remaining close-out activities of the incumbent

contractors (Idaho Cleanup Project and Advanced Mixed Waste Treatment Project). This includes, but not limited to, filing W-2s, 1099s, 940s, 941s, final 5500s, and all Affordable Care Act forms; preparing the Fiscal Year 2016 Incurred Cost Submittals and supporting the DOE Cost Incurred audit; dispositioning assigned and open subcontracts and purchase orders, except interagency agreements, by closing all remaining obligations/liabilities to include necessary procurement and/or financial transactions to close the subcontracts and purchase orders; and providing other miscellaneous support activities, as necessary.

The negotiated estimated cost is \$350,000 with a fixed fee of \$10,890.

3. **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-3 is \$360,890 (estimated direct cost and fixed fee).

No other changes to the contract terms and conditions.