

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 0036	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
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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 I.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 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 \_\_\_\_\_ 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

The purpose of this modification is to issue a change order for CLIN 0003 Non-Target ICP-Core workscope. Please refer to the Continuation Page(s) incorporated as part of this modification. The Contractor is directed to continue operations in accordance with Contract Section B.2.

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>Thomas M. Williams</i> Director, Prime Contracts	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Maria M. Mitchell-Williams
15B. CONTRACTOR/OPERATOR <i>Thomas M. Williams</i> (Signature of person authorized to sign)	15C. DATE SIGNED 4-12-17
15D. UNITED STATES OF AMERICA	15C. DATE SIGNED 4/12/17
	(Signature of Contracting Officer)

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EM0004083/0036

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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)
00003	<p>Payment:                      OR for Idaho                      U.S. Department of Energy                      Oak Ridge Financial Service Center                      P.O. Box 6017                      Oak Ridge TN 37831</p> <p>FOB: Destination                      Period of Performance: 06/01/2016 to 05/31/2021</p> <p>Change Item 00003 to read as follows (amount shown is the total amount):</p> <p>Non-Target ICP-Core Naval Nuclear Propulsion Program (NNPP) - Spent Nuclear Fuel (SNF)                      Line item value is:: \$26,524,120.00                      Incrementally Funded Amount: \$25,359,868.79</p> <p>This modification definitizes scope under CLIN-3 with an estimated cost of \$5,449,933 and fee of \$381,495. The contractor is directed to continue operations in accordance with Section B.2(c).</p>				26,524,120.00

The purpose of this contract modification is to modify CLIN 00003 by incorporating Section C.7.4.2. This modification is being made under the authority of the 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 CONTRACT COST AND FEE SCHEDULE is revised as follows:**

CLIN-3 Non-Target ICP Core Work Scope is revised to incorporate CPP-603 Large Cask Adaptation Project under section C.7.4.2:

The estimated direct cost for this new scope is \$5,449,933.

The total fee is \$381,495.

Fee is 7% of the direct cost, totaling \$381,495 and is based on the following milestones:

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CPP-603 CD-2/3B Milestones						
Number	Title	Description	Early Date	Min Fee Date	Max Fee	Min Fee
1	Facility Modification Complete (LCAP 4047)	<p>Complete this milestone by 9/06/2017 in accordance with the approved schedule. The following activities shall be completed by the milestone date. In the event that risk is realized or contingent scope is added, the milestone dates and cost may be re-negotiated, accordingly: LCAP3065, LCAP4045, LCAP8010, LCAP3055, LCAP2050, LCAP2095, LCAP6017, LCAP7110, LCAP6025, LCAP2050, LCAP4025, LCAP2062, LCAP6140, LCAP3060, LCAP4040, LCAP2097, LCAP6040, and LCAP2098.</p> <p>Fluor Idaho shall provide confirmation documentation to show all aforementioned activities are 100% complete. This milestone will be verified when the FPD, and/or deputy FPD and the PM review the associated documentation and inspect the facility modifications to confirm all activities have been completed.</p>	9/7/2017	10/5/2017	\$ 27,250.00	\$0
2	Crane Installation (LCAP 2077)	<p>Complete this milestone by 9/12/2017 in accordance with the approved schedule. The following activities shall be completed by the milestone date. In the event that risk is realized or contingent scope is added, the milestone dates and cost may be re-negotiated, accordingly: LCAP2065, LCAP2075, LCAP2080, and LCAP7005.</p> <p>Fluor Idaho shall provide confirmation documentation that all aforementioned activities are 100% complete. This milestone will be verified when the FPD, and/or deputy FPD, and the PM inspect the installed crane and complete their review of the signed transfer to operations and crane testing documentation to confirm all activities have been completed.</p>	9/12/2017	10/11/2017	\$ 27,250.00	\$0

3	Issue CPP-603 Large Cask Adaptation to Proceed with Start-up (LCAP 7157)	<p>Complete this milestone by 12/06/2017 in accordance with the approved schedule. The following activities shall be completed by the milestone date. In the event that risk is realized or contingent scope is added, the milestone dates and cost may be re-negotiated, accordingly: LCAP7010, LCAP7200, LCAP2085, LCAP8000, LCAP1036, LCAP2090, LCAP6045A, LCAP5045A, LCAP7130, LCAP8030, LCAP7140, and LCAP7150.</p> <p>Fluor Idaho shall provide confirmation documentation that all aforementioned activities are 100% complete. This milestone will be validated when the FPD, and/or deputy FPD, and the FPD support complete their review of the signed notice to proceed with start-up documents to confirm all activities have been completed.</p>	12/6/2017	1/5/2018	\$ 27,250.00	\$0
4	Submit CD-4 to DOE-ID (LCAP 9027)	<p>Complete this milestone by 1/18/2018 in accordance with the approved schedule and compliant with the DOE O 413.3B requirements and the approved Project Execution Plan tailored approach. The following activities shall be completed by the milestone date. In the event that risk is realized or contingent scope is added, the milestone dates and cost may be re-negotiated, accordingly: LCAP9000, LCAP7030, LCAP9010, and LCAP9020.</p> <p>Fluor Idaho shall provide confirmation documentation that all aforementioned activities are 100% complete. This milestone will be validated when the FPD, and/or deputy FPD, and FPD support complete their review of the required documentation for CD-4, compliant with DOE O 413.3B, to confirm all activities have been completed.</p>	1/18/2018	2/17/2018	\$ 27,250.00	\$0
					Milestone: \$ 109,000.00	
					Cost Incentive: \$ 109,000.00	
					Fixed Fee: \$ 163,495.00	
					Total: \$ 381,495.00	

**Summary:**

The Total Contract Value, including options, is increased by \$5,831,428 from \$1,542,478,339 to \$1,548,309,767.

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

<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)	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%
<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)	18,197,776	900,790		19,098,566
NE	6,625,003	439,661		7,064,664
Incumbent Close-Out	350,000	10,890		360,890
<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		
IWTU Phase 1 - Process Assessment (C.6.1.1)	19,331,848	956,926		\$ 20,288,774
IWTU Phase 2 - Technical Issue Resolution (C.6.1.2)				
<b><u>Total Contract Cost (Excluding Options)</u></b>				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,293,659,127	153,810,109.57	55,786,679	1,447,469,237
<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	1,382,938,038	165,371,729	60,205,985	1,548,309,767
<b><u>Contract Performance Ceiling (B.6)</u></b>				
Contract Performance Ceiling	1,304,935,248			

**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 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 \$5,449,933 from \$1,299,485,315 to \$1,304,935,248.

3. **SECTION C.7.4.2 CPP-603 CD-2/3B Large Cask Adaptation Project – Approve Performance Baseline/Start Construction** is incorporated and includes the additional scope as follows:

The Contractor shall continue uninterrupted services for the design, fabrication, installation, and testing of the 75-ton tandem cranes; analysis, design, and fabrication of a new transfer car insert; analysis, design, and installation of the CPP-603 building structural improvements to correct structural deficiencies to allow the installation of the 75-ton tandem cranes and projected loads; remove the existing CRN-SF-001 from the existing rails of CPP-603 and ship for disposal; modify power service to feed the new cranes and the Permanent Containment Structure (PCS) so that power is available for additional electrical devices within the PCS; accomplish Nuclear Safety documentation development, approvals, and training on changes and the new equipment; and support the development of the CD-4 *Project Completion*.

*The negotiated estimated direct cost under CLIN-3 is \$5,449,933 with a fixed fee of \$163,495(3%), a milestone fee of \$109,000(2%), and a cost incentive fee of \$109,000(2%) for a total fee of \$381,495.*

No other changes to the contract terms and conditions.

4. **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 \$5,831,428 (estimated direct cost and fee).