

2. AMENDMENT/MODIFICATION NO. 0039  
 3. EFFECTIVE DATE See Block 16C  
 4. REQUISITION/PURCHASE REQ. NO.  
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 00701  
 Idaho Operations  
 U.S. Department of Energy  
 Idaho Operations  
 1955 Fremont Avenue  
 Idaho Falls ID 83415  
 7. ADMINISTERED BY (If other than Item 6) CODE 00701  
 Idaho Operations  
 U.S. Department of Energy  
 Idaho Operations  
 1955 Fremont Avenue  
 MS 1221  
 Idaho Falls ID 83415

8. NAME AND ADDRESS OF CONTRACTOR (Via, street, county, State and ZIP Code)  
 FLUOR IDAHO, LLC  
 Attn: AMANDA JORDAN  
 1070 RIVERWALK DRIVE, SUITE 201  
 IDAHO FALLS ID 83402  
 9A. AMENDMENT OF SOLICITATION NO. (x)  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. X  
 DE-EM0004083  
 10B. DATED (SEE ITEM 13)  
 02/04/2016  
 CODE 968795604 FACILITY CODE

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

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) Director Prime Contracts  
 15B. CONTRACTOR OFFEROR  
 15C. DATE SIGNED 4/26/17  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jennifer K. Cate  
 16B. UNITED STATES OF AMERICA  
 16C. DATE SIGNED 4.26.17  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

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 language to Section B.3 (e) ICP-Core CLIN 00001 Schedule Milestones, Annual Milestones, Performance Incentives Acceptance Criteria and Definitions, paragraphs vi. and vii. as detailed below. This modification authorizes the Contractor to earn provisional fee if both “certification” and “shipped” are unavailable options as a result of the WIPP closure.

The following changes are hereby made to the contract:

1. **SECTION B.3 (e) vi. AM-1 – ISA CH-TRU (CH-TRU and M/LLW) Cubic Meters Certified/Shipped out of the state of Idaho (Sections C.5.1.01 – 5.1.07)** is revised to include the following language, effective the date of this contract modification:

The Contractor will be paid quarterly 60% of the available fee for the Idaho Settlement Agreement (ISA) contact-handled transuranic (CH-TRU) waste when DOE has validated the processed waste through either: 1) Data Reconciliation or 2) Level 1 data validation, described as:

- **Data reconciliation** will be used for the BN510 (Supercompacted Debris) and BN216 (First/Second Stage Sludge) waste streams. The quantities of waste containers in these waste streams will be verified in the Waste Tracking System (WTS) using the data reconciliation container lists or the manual Data Quality Objectives (DQO) reconciliation report defined in MCP-4007. The date that the waste container completed data reconciliation (i.e., date for lot in WTS) will be used to determine when a waste container may be recognized for fee.
- **Level 1 data validation** will be used for all other waste streams (e.g., sludge repackaging project [SRP] waste and accelerated retrieval project [ARP] exhumed wastes). Only waste containers that can be assigned to a specific Waste Isolation Pilot Plant (WIPP) waste stream (approved or preliminary) will be considered. As other waste streams are defined, additional waste containers will then be eligible for consideration. The waste container will be required to have completed Non-Destructive Assay (NDA) and physical characterization (Real-Time Radiography [RTR] or Visual Examination [VE]). The NDA data and RTR/VE data will be required to have completed Level 1 validation as defined in MCP-4005. Level 1 validated NDA data will be used to identify the TRU waste containers and to ensure that radiological characterization is available for the waste container. Level 1 validated RTR or VE will be used to identify that the waste container has been physically characterized. The latest date of any Level 1 validation activity (e.g., date for NDA, RTR, or VE batch in WTS) will be used to determine when a waste container may be recognized for fee.

The fee rate per cubic meter on all processes (data reconciliation, Level 1 data validation, certification, and/or shipping) will be determined by the annual volume that has received Data Reconciliation and/or Level 1 certification during the contract year. An additional 20% of the available fee will be paid when the waste has been certified. Waste containers generated as a result of a treatment process are counted when the container exits from the individual treatment facility. (For example, waste boxes generated at the Debris Repackaging Project [DRP] are counted when they are exported from Waste Management Facility [WMF]-1619.)

The final 20% of the available fee will be paid quarterly per cubic meter when the ISA CH-TRU waste is shipped to WIPP in accordance with the shipping schedule established by WIPP after the CH-TRU waste backlog has been shipped.

In accordance with contract Section B.3(e)vi, objective evidence for AM-1 shall adhere to the new requirements as described above.

2. **SECTION B.3 (e) vii. AM-2 – Acres of Exhumed SDA Waste (Sections C.5.2.01)** is revised to include the following language, effective the date of this contract modification:

The Contractor will be paid quarterly 60% of the available fee for the exhumed acreage. The fee rate will be determined by the annual acreage exhumed during the contract year. An additional 10% of the available fee will be paid when DOE has validated the waste through data reconciliation or Level 1 validation. The fee tier will be based on acreage exhumed and will be calculated on acreage exhumed and/or cubic meters that have received data reconciliation, Level 1 validation, certification, and/or shipped. The fee rate paid per cubic meter will be the rate identified in Table 1 below. This rate was derived by using an estimated value of 3,800 cubic meters ( $m^3$ ) which will need to be characterized, treated and shipped. The unit rate may be adjusted during the term of the contract if the cubic meters vary significantly from the 3,800  $m^3$  projection, and once actuals become known. However, the max fee of \$14,893,589 will not change regardless of the actual number of cubic meters treated.

Annual Milestone 2 - Table 1

		Max Fee	Meter <sup>3</sup> Rate	
Exhumed	60%	\$ 8,936,153		
Data Reconciliation	10%	\$ 1,489,359	\$ 391.94	
Certified to Rev. 8	10%	\$ 1,489,359	\$ 391.94	
Shipped	20%	\$ 2,978,718	\$ 783.87	
Sub Total	100%	\$ 14,893,589		
		Total Acres	Total Meters	
Estimated Meters <sup>3</sup>		1.55	3,800	
Fee Scale based on Acres/Meters	Acreage	DR/ Level 1	Certified	Shipped
0.0 - .24	\$1,854,974	\$ 75.66	\$ 75.66	\$ 151.33
.25 - .39	\$3,338,953	\$ 136.19	\$ 136.19	\$ 272.39
.40 -.49	\$3,672,849	\$ 149.81	\$ 149.81	\$ 299.63
> = than .50	\$9,608,767	\$ 391.94	\$ 391.94	\$ 783.87

Subsequent to data reconciliation or Level 1 validation, an additional 10% of the available fee will be paid when the waste is certified. The fee tier used will be based on the annual acreage exhumed. The calculation for certification will use the same algorithm as identified above for data reconciliation/Level 1 validation.

The remaining 20% of the available fee will be paid quarterly per cubic meter when the CH-TRU waste is shipped to WIPP in accordance with the shipping schedule established by WIPP after the CH-TRU waste backlog has been shipped. Fee calculation and payment will use the same algorithm as identified above for data reconciliation/Level 1 validation.

*No other changes to Section B.3.*

No other changes to the terms and conditions.