

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0041	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 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) <i>Thomas M. Williams</i> Director, Prime Contract	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jennifer K. Cate
15B. CONTRACTOR/OFFEROR <i>Thomas M. Williams</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA <i>J.K. Cate</i> (Signature of Contracting Officer)
15C. DATE SIGNED 4/27/17	16C. DATE SIGNED 4.27.17

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)*. This modification incorporates work scope under Section C.4.3.02 WAG 1 Test Area North (TAN).

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.4.3.02 WAG 1 Test Area North (TAN).

The Direct Target Cost is increased by \$655,618 from \$771,344,754 to \$772,000,372.

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

The Total Target Cost is increased by \$655,618 from \$1,065,845,274 to \$1,066,500,892.

The Cost Incentive (Target) is increased by \$32,453 from \$19,271,599 to \$19,304,052.

The Cost Incentive (Maximum) is increased by \$84,903 from \$50,417,617 to \$50,502,520. The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly increased by \$84,903 from \$138,026,963 to \$138,111,866.

Summary:

The Total Contract Value, including options, is increased by \$740,521 (target cost and max fee for CLIN-1) from \$1,620,386,931 to \$1,621,127,452.

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

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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)	772,000,372	138,111,866		1,204,612,758
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	294,500,520			
	1,066,500,892			
Target Fee			52,791,794	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		87,609,346		
Subtotal Incremental Cost Incentive Fee		50,502,520		
Cost Incentive Breakout				
Cost Incentive (Max)		50,502,520		12.95%
Cost Incentive (Target)			19,304,052	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	6,625,003	439,661		7,064,664
Incumbent Close-Out	350,000	10,890		360,890
Total	25,172,779	1,351,341		26,524,120
<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	Fee		
IWTU Phase 1 - Process Assessment (C.6.1.1) (Fixed Fee)	19,331,848	956,926		\$ 20,288,774
IWTU Phase 2 - Technical Issue Resolution (C.6.1.2) (Milestone Fee)	66,553,245	5,523,919		\$ 72,077,164
Total (Excluding C.6.1 IWTU Ops)	\$ 85,885,093	\$ 6,480,845		\$ 92,365,938
<u>Total Contract Cost (Excluding Options)</u>				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,360,867,990	159,418,932	55,819,132	1,520,286,922
<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	1,450,146,901	170,980,551	60,238,438	1,621,127,452
<u>Contract Performance Ceiling (B.6)</u>				
Contract Performance Ceiling	1,305,675,769			

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 \$740,521 from \$1,304,935,248 to \$1,305,675,769. This includes the work scope incorporated with this contract modification.

No other changes to B.6.

3. **SECTION C.4.3.02 WAG 1 Test Area North (TAN)**, first paragraph, is revised in its entirety as follows:

The Contractor shall implement the Technical Support Facility Injection Well (TSF-05) Record of Decision (ROD) for WAG1, Operable Unit (OU) 1-07B and the associated ROD Amendment. Accordingly, the Contractor shall implement revision 4 of the In-Situ Bioremediation (ISB) Rebound Test Plan (DOE/ID-11444) including providing drilling support for a new groundwater monitoring well.

The negotiated estimated direct cost under CLIN-1 is \$655,618 with a target fee of \$32,453 and a max fee of \$84,903.

No other changes to Section C.4.3.

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-1 is \$740,521 (target direct cost and max fee).

No other changes to the terms and conditions.