

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 0046	3. EFFECTIVE DATE	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) and Alternate 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
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 Williams</i> Director Prime Contract	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jennifer K. Cate
15B. CONTRACTOR/OFFEROR <i>Thomas Williams</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA <i>J. Cate</i> (Signature of Contracting Officer)
15C. DATE SIGNED 6/27/17	16C. DATE SIGNED 6/27/17

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)*.

The following changes are hereby made to the contract:

1. SECTION B.2 The following changes are made to the B.2(c) table:

- Per contract Modification 023, dated December 14, 2016, one additional guard at RWMC South Gate was added to the CLIN-1 direct cost. This modification realigns the associated cost of \$224,000 from the direct cost to the indirect cost pool for a net zero dollar change to CLIN-1.
- To align all contract General and Administrative (G&A) costs to the indirect CLIN-1 cost pool, all G&A costs for CLIN-1 Options, CLIN-2, CLIN-3, and CLIN-6 have been realigned to this component of CLIN-1. This results in a cumulative reduction of \$538,400 in G&A costs from the CLIN-1 Options, CLIN-2, CLIN-3, and CLIN-6.

The updated B.2(c) table is shown on the following page:

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B.2(c) Table				
<i>CLIN 00001- TARGET ICP-CORE DOE MISSION WORK (BASE)</i>				
	Target Cost	Max Fee	Target Fee	Total Price
Direct Target Cost w/ ID Spt (No Options Included)	772,314,772	138,181,588		1,205,220,880
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	294,724,520			
	1,067,039,292			
Target Fee			52,818,445	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		87,609,346		
Subtotal Incremental Cost Incentive Fee		50,572,242		
Cost Incentive Breakout				
Cost Incentive (Max)		50,572,242		12.95%
Cost Incentive (Target)			19,330,703	4.95%
<i>CLIN 00002 - TARGET ICP CORE NNPP PPF WORK SCOPE</i>				
	Target Cost	Max Fee	Target Fee	Total Price
Navy (Pieces, Parts and Fines - 102 Cans)	61,020,192	7,902,115	3,020,500	68,922,307
Milestone-Schedule & Performance		5,136,375	1,963,325	
Cost Incentive (Max)		2,765,740	1,057,175	
<i>CLIN 00003 - NON-TARGET ICP CORE WORK SCOPE</i>				
	Estimated Cost	Fee		Total Price
Navy (SNF)	18,191,908	900,499		19,092,407
NE	6,625,003	439,661		7,064,664
Incumbent Close-Out	350,000	10,890		360,890
Total	25,166,911	1,351,050		26,517,961
<i>CLIN 00004- CONTRACT TRANSITION PERIOD</i>				
Transition	6,811,889	0		6,811,889
<i>CLIN 00005 - DEFINED BENEFIT PENSION PLAN COSTS</i>				
Pension	70,900,000	0		70,900,000
<i>CLIN 00006 INTEGRATED WASTE TREATMENT UNIT (IWТУ) OPERATIONS AND TURNOVER</i>				
	Estimated Cost	Max Fee	Fee Gal	Total Price
IWTU Ops (C.6.1)	44,307,931	5,538,491	\$ 6.53	\$ 49,846,422
	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
<i>Total Contract Cost (Excluding Options)</i>				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,361,131,308	159,454,089	55,838,944	1,520,585,397
<i>Total Contract Cost (Includes Options)</i>				
Priced Options	Target Cost	Max Fee	Target Fee	Total Price
00001a - GrndWtr Monitoring Wells / CFA Landfill	773,962	100,228	38,311	874,190
00001b - GrdWtr Monitoring Wells/TAN Rem	676,966	87,667	33,510	764,633
00001c - Legacy Excess Radioactive/Haz Materials	24,747,535	3,204,806	1,225,003	27,952,341
00001d - RCRA Closure of AMWTP Facilities	30,476,158	3,946,662	1,508,570	34,422,820
00001e - Additional Temporary Storage	6,548,465	848,026	324,149	7,396,491
00001f - RH TRU Lot 11 Option Work	13,450,711	1,741,867	665,810	15,192,578
00001g - RH TRU Lot 12 Option Work	12,341,796	1,598,263	610,919	13,940,059
Total Options	89,015,593	11,527,519	4,406,272	100,543,112
Total Contract Cost (Includes Options) and Max Fee	1,450,146,901	170,981,608	60,245,216	1,621,128,509
<i>Contract Performance Ceiling (B.6)</i>				
Contract Performance Ceiling	1,306,121,987			

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.

2. SECTION B.3(d) Schedule Milestones, Annual Milestones and Performance Incentive Fee for CLIN 00001, first sentence is revised as follows:

The ~~initial~~ Schedule Milestones, Annual Milestones and Performance Incentive Fee for CLIN 00001 are set forth below:

3. SECTION B.3(d)(iii) Annual Milestones Fee Calculation is revised as follows:

Included with the Annual Milestones are rates based on the quantity of waste dispositioned, acreage of buried waste exhumed and annual work completed. The annual milestones will be based on contractor performance over a 12 month period with AM-1 and AM-2 starting from the contract effective date, and AM-3 and AM-4 based on the fiscal quarter, with the first fiscal quarter of the contract lasting four months and last fiscal quarter of the contract lasting two months. ~~which may not coincide with the Government fiscal year.~~

4. SECTION B.3(e) ICP-Core CLIN 00001 Schedule Milestones, Annual Milestones, Performance Incentives Acceptance Criteria and Definitions is revised to clarify business days as follows:

Listed below are the definitions and acceptance criteria for each Schedule Milestone (SM), Annual Milestone (AM) and Performance Incentive (PI). To document completion of each SM, AM and PI and in accordance with Section E Inspection and Acceptance, the Contractor shall submit objective evidence, including any necessary documentation, sufficient to demonstrate completion for each SM, AM and PI. The objective evidence for completion of each SM, AM and PI shall be submitted to the Contracting Officer for review and approval no later than 10 business days after the SM, AM, or PI is completed, or otherwise stated.

5. SECTION B.3(e)(vi) AM-1 ISA (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.

Clarifying language is added to the beginning of the first paragraph. In addition, contract modification number 023, Material Differences, revised the actual cubic meters of waste to be treated, certified and shipped to 10,300 cubic meters. As a result, the maximum fee available for this Annual Milestone was adjusted, and the last sentence of the first paragraph is revised as follows:

Fee will be paid on a quarterly basis. This AM will be achieved on an annual basis by certification/shipment of cubic meters of ISA CH-TRU (CH-TRU and M/LLW) waste (original volume treated) out of the state of Idaho per year. Objective evidence for certification includes review of waste tracking system documentation for confirmation that the waste meets the Waste Acceptance Criteria for WIPP. Objective evidence for shipment out of the state includes review of the shipping manifest provided by the receiving disposal facility. The Contractor shall ~~assume 13,000 cubic meters of waste is to be treated, certified and shipped~~ treat, certify and ship 10,300 cubic meters of waste by December 31, 2018 or until complete. ~~This total amount shall be adjusted, including fee dollar calculations, as part of material differences to reflect the actual total amount of waste requiring treatment at the contract effective date.~~

6. SECTION B.3(e)(vii) AM-2 – Acres of Exhumed SDA Waste is revised.

Contract modification number 023, Material Differences, revised the actual acres remaining to be exhumed to 1.55 total acres. As a result, the maximum fee available for this Annual Milestone was adjusted.

- The last sentence of the first paragraph is revised as follows:

~~The Contractor shall assume that there is 1.7 exhume 1.55 acres. to be exhumed. This total acreage amount shall be adjusted, including fee dollar calculations, as part of material differences to reflect the actual total amount of acreage remaining to be exhumed at the contract effective date.~~

- The last sentence of the third paragraph is revised as follows:

If the annual amount of exhumation exceeds the maximum fee rate in the first ~~four~~ two years and the entire acreage identified in Section C.5.2 is exhumed, then the fee for the final year in which the last of the buried waste was exhumed, certified and shipped will be earned at the Max Fee regardless of the volume exhumed, certified and shipped in that year.

7. SECTION B.5 NON-TARGET WORK SCOPE (CLIN 00003) is revised as follows:

The activities described in Section B.1 for CLIN 00003 is direct work scope only and is not included in the Target Cost under CLIN 00001 or CLIN 00002. Any/all overhead costs allocated to CLIN 00003 will be included as total allowable costs for cost incentive fee calculation purposes in CLIN 00001.

~~The following work scope will be completed under CLIN 00003:~~

CLIN	PWS Section	Title/Scope
00003	C.7.3	NNPP SNF

Refer to Section B.2(c) for the work scope to be completed under CLIN 00003.

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

The current Contract Performance Ceiling (CPC) is increased by \$446,218 from \$1,305,675,769 to \$1,306,121,987.

No other changes to Section B.

9. SECTIONS C THROUGH SECTION F are revised to remove the section abbreviation (e.g., C, D, etc.) from the footer page numbers throughout the sections.

10. SECTION C.4.3.03 WAG 3 INTEC CERCLA Remediation, is revised to remove the reference to a separate DOE construction/D&D contractor as follows:

The Contractor shall implement the 3-14 Tank Farm Soil and INTEC Groundwater Remedial Design/Remedial Action (RD/RA) Work Plan (DOE/ID-11333) and take action to reduce anthropogenic water losses and recharge to the INTEC northern perched water zone per the Work Plan., ~~with the exception that a separate DOE construction/D&D contractor will be responsible for construction of the Phase II low permeability barrier over the Tank Farm as well as preparation, submittal, and finalization of the Part A and B prefinal inspection reports and the interim remedial actions reports (Revisions 1 and 2) in accordance with the work plan.~~

11. SECTION C.8.2.06 Mandatory and Optional Site Services, 1st paragraph, is revised to remove the last sentence as follows:

The Contractor shall purchase mandatory site services from the INL contractor, as listed in Exhibit C-2 *List of Mandatory and Optional Site Services*, for the contract performance period, in accordance with the interface agreements established in C.2.1.01. Optional services identified in Exhibit C-2, or other optional services as agreed to by the parties, are available to the Contractor for purchase from the INL contractor as the Contractor deems necessary for the contract performance period, in accordance with the interface agreements established in C.2.1.01. ~~The various mandatory and optional site services are further described in the various subsections below within C.8.1 through C.8.5.~~

No other changes to Section C.

12. SECTION H.4 EMPLOYEE COMPENSATION: PAY AND BENEFITS, paragraph (n) is incorporated as follows:

(n) Performance Based Incentive Plan:

The Performance Based Incentive Plan (PBIP) is formally incorporated with this contract modification, number 046. The intent of this PBIP is to tie a portion of employee compensation to the success of Fluor Idaho, LLC (Fluor Idaho) by motivating participants to safely attain or exceed the objectives outlined in Section C and the schedule milestones identified in Section B of the ICP Core contract. The Fluor Idaho Board of Directors and the Department of Energy, Idaho Operations Office (DOE-ID) jointly approve the overall plan as described in the Attachment A, Final Performance Based Incentive Plan. Concurrence from each party must be obtained should there be any changes to the attached plan.

Attachment A is incorporated as part of this contract modification.

13. SECTION H.13 INTEGRATED WORK CONTROL SYSTEMS AND REPORTING REQUIREMENTS (JULY 2012), paragraph (f)(1), is revised to include additional language and reads as follows:

- (1) The Contractor shall submit the Contractor's Monthly Cost Performance Report to the CO with copy to the Office of Project Assessment at ContractorsMPR@hq.doe.gov not later than the 15th of each calendar month or as agreed upon with DOE. In some cases, customized reporting requirements agreed to by the Contractor and DOE will take precedence over contract specified references (e.g., Department of Defense's Data Item Description (DID) Integrated Program Management Report (IPMR)). The report will provide the prior month's performance for each CPB segment and an update of the performance to date. Format, timing and manner of reporting will vary based on the type of work in the CPB segment. For the monthly reporting requirements for the various types of projects, contracts or operating activities, see the table in Section J, Attachment J-5, "Integrated Contractor Work Control Systems and Reporting Requirements" paragraph C, Performance Reporting. In addition, the report shall summarize total costs at each of the section B schedule milestones (SM-1 thru SM-7), annual milestones (AM-1 thru AM-4), and performance incentives (PI-1 and PI-2 only) to reflect cost and schedule performance.

No other changes to Section H.

- 14. SECTION I.44 FAR 52.222-2 Payment for Overtime Premiums (JUL 1990), Fill-In** Information is revised from (a) zero to 5% of labor hours. This change does not affect the CLIN-1 Target Cost or Fee.

No other changes to Section I.

- 15. SECTION J, ATTACHMENT J-1 – LIST OF APPLICABLE DOE DIRECTIVES (LIST B),** is revised as follows:

The following Directive is added:

DOE O 151.1D – Comprehensive Emergency Management System

The implementation schedule for this revision will be developed and provided to DOE-ID for approval no later than July 17, 2017. Based on DOE-ID's review of the implementation plan and schedule, DOE will request a detailed cost estimate to address any incremental scope if it is determined to be beyond the original intent of Section C.8.3.09. DOE-ID approval of the implementation plan and schedule is expected on or before August 7, 2017.

The following Directive is removed:

DOE O 151.1C – Comprehensive Emergency Management System (cancelled by DOE O 151.1D)

No other changes to Section J, Attachment J-1. Attachment J-1 is attached to this modification.

No other changes to the contract terms and conditions.