

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0050	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		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)	
CODE 968795604 FACILITY CODE		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 1.100 Changes - Cost Reimbursement (AUG 1987) Alternates 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

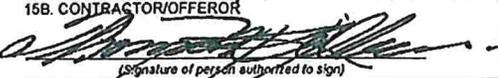
P.O. Box 6017

Oak Ridge TN 37831

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) THOMAS M. WILLIAMS DIRECTOR, PRIME CONTRACT	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jennifer K. Cate
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 8/2/17
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA 
	16C. DATE SIGNED 8.2.17

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
FLUOR IDAHO, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>Period of Performance: 06/01/2016 to 05/31/2021</p> <p>Change Item 00001 to read as follows (amount shown is the total amount):</p> <p>Target ICP-Core DOE Mission Work Line item value is: \$1,229,572,701.00 Incrementally Funded Amount: \$390,211,733.74</p> <p>CLIN-1: Target ICP Core DOE Mission Work Scope (Base) is revised to incorporate the revised work scope under Section C.5.3 RH-TRU Waste Disposition RH-TRU (LOTS 1-9). Priced Option 00001f - RH TRU Lot 11 Option Work, is definitized and increases the Target Cost by \$13,450,711; incremental scope to be performed through FY 2019 under Section C.5.3 increases the Target Cost by \$8,109,113 for a total Target Cost increase of \$21,559,824. Max Fee is increased by \$2,791,997 for this scope.</p>				1,229,572,701.00

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.5.3 RH-TRU Waste Disposition RH-TRU (LOTS 1-9), including the previously exercised LOT 11 Option Work.

The following changes are hereby made to the contract:

1. **SECTION B.1 TYPE OF CONTRACT – ITEMS BEING ACQUIRED**, paragraph (b) is revised to add CLIN 00001 OPTION WORK 00001h and 00001i as follows:

CLIN	CLIN Title	PWS Section(s)
CLIN 00001 BASE WORK:		
00001	TARGET ICP-CORE DOE MISSION WORK (CPIF)	C.3.1-.2; C.4.1; C.4.2; C.4.3.01-.05; C.5.1; C.5.2; C.5.3.01-.06; C.5.5.01-.02; C.5.8; C.6.2; C.6.3; C.6.4; C.7.1; C.7.2; and C.8.0 (overhead)
CLIN 00001 OPTION WORK:		
00001a	ADDITIONAL GROUNDWATER MONITORING WELLS – CFA LANDFILL	C.4.3.06
00001b	ADDITIONAL GROUNDWATER MONITORING WELLS – TAN GROUNDWATER REMEDIATION	C.4.3.07
00001c	LEGACY EXCESS RADIOACTIVE/HAZARDOUS MATERIALS DISPOSAL	C.5.5.03
00001d	RCRA CLOSURE OF AMWTP FACILITIES	C.5.6
00001e	ADDITIONAL TEMPORARY CH-TRU STORAGE	C.5.7
00001f	RH-TRU LOT 11 OPTION WORK (<i>Definitized by Modification 050</i>)	C.5.3.07
00001g	RH TRU Lot 12 OPTION WORK	C.5.3.08
<u>00001h</u>	<u>RH TRU Lot 11 FY 2020 OPTION WORK</u>	<u>C.5.3.07</u>
<u>00001i</u>	<u>RH TRU Lot 11 FY 2021 OPTION WORK</u>	<u>C.5.3.09</u>
CLIN 00002 – 00005 BASE WORK:		
00002	TARGET ICP-CORE NAVAL NUCLEAR PROPULSION PROGRAM (NNPP) PIECES, PARTS, FINES (PPF) (CPIF)	C.5.4
00003	NON-TARGET ICP-CORE WORK (CPFF)	C.7.3
00004	TRANSITION PERIOD	C.2.0
00005	DEFINED BENEFIT PENSION PLAN COSTS	C.8.6
CLIN 00006 OPTION WORK:		
00006	INTEGRATED WASTE TREATMENT UNIT (IWTU) OPERATIONS AND TURNOVER	C.6.1

2. **SECTION B.1 (d) CLIN 00001 Priced Option Work Descriptions, CLIN 00001f – RH WASTE LOT 11 OPTION WORK**, is revised to add “Definitized by Modification 050” at the end of the paragraph.

3. **SECTION B.1 (d) CLIN 00001 Priced Option Work Descriptions, CLIN 00001h – RH WASTE LOT 11 FY 2020 OPTION WORK**, is added as follows:

See Section C, PWS C.5.3.07. The Contractor shall operate the RH Waste program in accordance with PWS sections C.5.3.01 RH-TRU Retrieval, C.5.3.02 RH-TRU Characterization and Certification, C.5.3.03 RH-TRU Treatment, C.5.3.04 RH-TRU Storage and Movement, and C.5.3.05 RH-TRU Packaging and Transportation for a portion of Lot 11 (Legacy RH-M/LLW), under the CH-ANL-180RH waste stream ID.

4. **SECTION B.1 (d) CLIN 00001 Priced Option Work Descriptions, CLIN 00001i – RH WASTE LOT 11 FY 2021 OPTION WORK**, is added as follows:

See Section C, PWS C.5.3.09. The Contractor shall operate the RH Waste program in accordance with PWS sections C.5.3.01 RH-TRU Retrieval, C.5.3.02 RH-TRU Characterization and Certification, C.5.3.03 RH-TRU Treatment, C.5.3.04 RH-TRU Storage and Movement, and C.5.3.05 RH-TRU Packaging and Transportation for a portion of Lot 11 (Legacy RH-M/LLW), under the CH-ANL-180RH waste stream ID

5. **SECTION B.2 CONTRACT COST AND FEE SCHEDULE paragraph (b)** is revised to include priced options 00001h and 00001i as follows:

(b) The target fee and maximum fee percentages for Option CLINs 00001a – 00001i shall be consistent with the target fee and maximum fee percentages for the base work in CLIN 00001.

6. **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.5.3 RH-TRU Waste Disposition RH-TRU (LOTS 1-9). Priced Option 00001f – RH TRU Lot 11 Option Work, is definitized and increases the Target Cost by \$13,450,711; incremental scope to be performed through FY 2019 under Section C.5.3 increases the Target Cost by \$8,109,113. Max Fee is increased by \$2,791,997 for this scope.

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)	793,874,596	140,973,586		1,229,572,702
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	294,724,520			
	1,088,599,116			
Target Fee			53,885,656	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		89,567,351		
Subtotal Incremental Cost Incentive Fee		51,406,235		
Cost Incentive Breakout				
Cost Incentive (Max)		51,406,235		12.95%
Cost Incentive (Target)			19,649,488	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)	61,020,192	7,902,115	3,020,500	68,922,307
Milestone-Schedule & Performance		5,136,375	1,963,325	65.00%
Cost Incentive (Max)		2,765,740	1,057,175	35.00%
<u>CLIN 00003 - NON-TARGET ICP CORE WORK SCOPE</u>				
	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
<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 (IWU) OPERATIONS AND TURNOVER</u>				
	Estimated Cost	Max Fee	Fee Gal	Total Price
IWU Ops (C.6.1)	44,307,931	5,538,491	\$ 6.53	\$ 49,846,422
	Estimated Cost	Fee		
IWU Phase 1 - Process Assessment (C.6.1.1) (Fixed Fee)	19,331,848	956,926		\$ 20,288,774
IWU 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 IWU 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
	1,382,691,132	162,246,087	56,906,156	1,544,937,219
<u>Total Contract Cost (Includes Options)</u>				
	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 (Definitized by Modification 048)	-	-	-	-
00001g - RH TRU Lot 12 Option Work	12,341,796	1,598,263	610,919	13,940,059
00001h - RH TRU Lot 11 GFY 2020 Option Work	19,099,074	2,473,330	945,404	21,572,404
00001i - RH TRU Lot 11 GFY 2021 Option Work	12,607,309	1,632,647	624,062	14,239,956
Total Options	107,271,265	13,891,629	5,309,928	121,162,894
Total Contract Cost (Includes Options) and Max Fee	1,489,962,397	176,137,716	62,216,083	1,666,100,113
<u>Contract Performance Ceiling (B.6)</u>				
Contract Performance Ceiling	1,330,473,809			

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).

7. **SECTION B.3 CLIN 00001 – COST INCENTIVE, SCHEDULE MILESTONES, ANNUAL MILESTONES AND PERFORMANCE INCENTIVES FEE ALLOCATIONS AND CALCULATIONS, section (a), last paragraph,** is revised to include a new Performance Incentive 4 and now reads as follows:

The Cost Incentive, Schedule Milestones, Annual Milestones and Performance Incentives are based on meeting contract requirements. The acceptance criteria and definitions for each of the Schedule Milestones, Annual Milestones and Performance Incentives are described in

Section B.3, paragraph (e). The current Schedule Milestones (SM-1 through SM-6), Annual Milestones (AM-1 through AM-4) and Performance Incentives (PI-1 through PI-4) are comprised of the CLIN 00001 Base Work. If/when the priced options are exercised under CLIN 00001, the allocation of fee dollar values will be determined at that time through bilateral agreement with the exception of PI-4 which has already been negotiated.

8. SECTION B.3 (d) Schedule Milestones, Annual Milestones and Performance Incentive Fee for CLIN 00001, is revised to include Performance Incentive PI-4 as follows:

Schedule Milestones	Early Date	Min Fee Date	Max Fee	Min Fee
SM-1 Complete the Final Design Document for the SD/	12/31/2019	4/30/2020	876,093	0
SM-2 Complete CH-TRU Retrieval in TSA-RE	5/31/2017	8/31/2017	1,971,210	0
SM-3 Complete treatment of RH TRU Lots 1 - 9	8/31/2016	9/30/2016	2,190,234	0
SM-4 Complete RCRA Closure on INTEC Tank Farm Fac	8/1/2017	1/15/2018	4,380,467	0
SM-5 Complete 3,336 EBR II Bottle Placements	6/30/2020	12/31/2020	4,818,514	0
SM-6 Complete Placement of 1,000 ATR Elements	6/30/2020	9/30/2020	2,190,234	0
Subtotal Schedule Milestones			16,426,752	0
Annual Milestones			Max Fee	Target Fee
AM-1 CH Meters³ Ready to be Shipped	Total Contract Fee		24,530,617	9,376,568
Total amount of cubic meter of ISA (CH-TRU and MLLW waste to be certified and shipped)				10,300
Fee per unit at associated Annual Quantity (Fee Step / T	\$2,381.61	\$910.35	\$827.58	\$459.77
Annual Quantity (Cubic Meters)	> than 5,000	4,000 - 4,999	2,000 - 3,999	0 - 1,999
AM-2 Acres Exhumed (measured by acre)			14,893,589	5,692,916
Total acreage to be exhumed				1.55
Fee per unit at associated Annual Quantity (Fee Step / T	\$9,608,767	\$3,672,849	\$3,338,953	\$1,854,974
Annual Quantity (Acres)	> than .50	.40 -.49	.25 - .39	0.0 - .24
AM-3 MLLW and LLW Disposition	2,628,280			
AM-4 CH/RH TRU Waste Certified Backlog	657,070			
Subtotal Schedule	42,709,556			
Performance Incentive	No Sliding Scale			
P-1 Process and ship all CH/RH TRU out of Idaho	12/31/2018	11,389,215		
P-2 Complete exhumation of all buried waste & phase	8/30/2020	8,322,888		
P-3 Critical Failures	N/A	8,760,935		
P-4 RH TRU Waste Disposition		1,958,005		
Subtotal Performance Incentive		30,431,043		
Total Milestone/Performance Fee		89,567,351		

9. SECTION B.3 (d)(iv.) Performance Incentives Fee Calculation is revised to add PI-4 as follows:

PI-4 will be earned on a container-by-container basis as defined in Exhibit B-1, RH Replan Fee Analysis, incorporated into this contract by Modification No. 050.

10. SECTION B.3 (e)(xiii) PI-4 – RH-TRU Waste Disposition (Section C.5.3) is added as follows:

PI-4 – RH-TRU Waste Disposition – This PI will be paid on a container-by-container basis as the Contractor completes the scope for each container as defined in Section C.5 and Exhibit B-1. For the base period, FYs 2016-2019, all containers will receive the same fee

rate up through and including container 36. If/when the Contractor completes container 37, max fee for the base period will be earned. The base contract will require steady state operations of the facilities from FY 2016 – FY 2019. If the Navy work completes prior to FY 2019 in CPP-666, Fluor Idaho shall continue working on waste identified in contract Section C.5 through the period of performance. As this steady state operation produces additional containers, no additional fee can be earned above the max fee for the period.

Objective evidence for disposition to a disposal facility includes review and verification of the shipping manifest provided by the receiving disposal facility.

It should be noted that any RH-TRU suspect waste, as agreed to by DOE-ID and Fluor Idaho, will be counted and paid via the RH-TRU fee schedule and not under AM-1. This will ensure no double counting of fee occurs. Objective evidence via electronic mail shall include the documented DOE-ID and Fluor Idaho agreement for the RH-TRU suspect waste.

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

The current Contract Performance Ceiling (CPC) is increased by \$24,351,821 from \$1,306,121,987 to \$1,330,473,809. This includes the work scope incorporated with this contract modification.

12. SECTION B, EXHIBIT B-1, attached, is incorporated in the contract in its entirety.

No other changes to Section B.

13. SECTION C.5.3 RH-TRU WASTE DISPOSITION RH-TRU (LOTS 1-9) is revised as follows.

(1) Section C.5.3 title is revised, and the first paragraph is revised in its entirety as follows:

C.5.3 RH-TRU Waste Disposition (RH-TRU LOTS 1-9)

The Contractor shall complete the processing and shipment for disposal out of Idaho for all RH-TRU in storage at INTEC which includes all waste remaining in Lots 1 through 9. The estimated inventory is included in Exhibit C-9, *ISA and Non-ISA Inventory of RH-TRU Waste*. All waste in Lots 1 through 9 shall be treated and packaged by September 30, 2016, and shipped out of the state of Idaho for disposal by December 31, 2018. This scope includes the operations, maintenance, and improvements of RH-TRU Program facilities at INTEC. These activities shall include, but are not limited to: routine operations and maintenance activities (~~including maintenance of the FDP cell portion of CPP-666 for GFY 2016, GFY 2017 and GFY 2021~~) needed to support the RH-TRU Program facilities, and any facility improvements needed to sustain operations.

(2) Section *C.5.3.02 RH-TRU Characterization and Certification*, the last sentence in the second paragraph is deleted.

(3) Section *C.5.3.06 RH Waste LOT 11 and LOT 12* title is revised to remove “and LOT 12.” This section is revised in its entirety and replaced as follows:

C.5.3.06 RH Waste LOT 11

The Contractor shall retrieve, process, treat, characterize, and dispose of the waste identified as Lot 11 (Legacy RH-M/LLW). See Exhibit C-11, *Lot 11 – Legacy RH-M/LLW*. Although most of Lot 11 can only be treated in CPP-666 due to container size and Rad fields greater than 50 R/hr at 30 cm, some of the population may be treated in CPP-659.

This scope involves the treatment and repackaging of waste that contains sodium, NaK, and/or RCRA metals. The reactive nature of this waste requires segregation and management to prevent its unintended contact with water or other materials that may cause a reaction. Activities such as hot cell cleanouts may be required prior to introduction of other waste streams into treatment areas that have processed active waste. This waste shall be retrieved from below ground storage at the RSWF at MFC, or above ground as made available by the INL contractor, and transferred to INTEC by the Contractor for treatment. The storage configuration at RSWF is vertical pipes placed below grade and retrieval may require excavation of the pipes.

- (4) Section *C.5.3.07 RH Waste LOT 11 Option Work (Priced Option)* title is revised to read “*C.5.3.07 RH Waste LOT 11 FY 2020 Option Work (Priced Option)*.” This section is revised in its entirety and replaced as follows:

C.5.3.07 RH Waste LOT 11 FY 2020 Option Work (PRICED OPTION)

The Contractor shall operate the RH Waste program in accordance with sections C.5.3.01 RH-TRU Retrieval, C.5.3.02 RH-TRU Characterization and Certification, C.5.3.03 RH-TRU Treatment, C.5.3.04 RH-TRU Storage and Movement, and C.5.3.05 RH-TRU Packaging and Transportation for Lot 11 (Legacy RH-M/LLW). See Exhibit C-11, *Lot 11 – Legacy RH-M/LLW*. This Option work shall be completed in FY 2020.

This scope involves the treatment and repackaging of waste that contains sodium, NaK, and/or RCRA metals. The reactive nature of this waste requires segregation and management to prevent its unintended contact with water or other materials that may cause a reaction. Activities such as hot cell cleanouts may be required prior to introduction of other waste streams into treatment areas that have processed active waste. This waste shall be retrieved from below ground storage at the RSWF at MFC, or above ground as made available by the INL contractor, and transferred to INTEC by the Contractor for treatment. The storage configuration at RSWF is vertical pipes placed below grade and retrieval may require excavation of the pipes.

The contract will require steady state operations of the facilities for FY 2020, and Fluor Idaho shall continue working on waste identified in contract Section C.5 through the period of performance. As this steady state operation produces additional containers, no additional fee can be earned above the max fee for the period.

FY 2020 Option 1: the negotiated estimated direct cost under CLIN-1 for the option period of FY 2020 is \$19,099,074; the cost incentive fee for this period is \$741,999 and the performance milestone fee is \$1,731,331.

- (5) Section C.5.3.09 RH Waste LOT 11 FY 2021 Option Work (Priced Option) is added as follows:

C.5.3.09 RH Waste LOT 11 FY 2021 Option Work (PRICED OPTION)

The Contractor shall operate the RH Waste program in accordance with sections C.5.3.01 RH-TRU Retrieval, C.5.3.02 RH-TRU Characterization and Certification, C.5.3.03 RH-TRU Treatment, C.5.3.04 RH-TRU Storage and Movement, and C.5.3.05 RH-TRU Packaging and Transportation for Lot 11 (Legacy RH-M/LLW). See Exhibit C-11, *Lot 11 – Legacy RH-M/LLW*. This Option work shall be completed in FY 2021.

This scope involves the treatment and repackaging of waste that contains sodium, NaK, and/or RCRA metals. The reactive nature of this waste requires segregation and management to prevent its unintended contact with water or other materials that may cause a reaction. Activities such as hot cell cleanouts may be required prior to introduction of other waste streams into treatment areas that have processed active waste. This waste shall be retrieved from below ground storage at the RSWF at MFC, or above ground as made available by the INL contractor, and transferred to INTEC by the Contractor for treatment. The storage configuration at RSWF is vertical pipes placed below grade and retrieval may require excavation of the pipes.

The contract will require steady state operations of the facilities for FY 2021, and Fluor Idaho shall continue working on waste identified in contract Section C.5 through the period of performance. As this steady state operation produces additional containers, no additional fee can be earned above the max fee for the period.

FY 2021 Option 2: the negotiated estimated direct cost under CLIN-1 for the option period of FY 2021 is \$12,607,309; the cost incentive fee for this period is \$489,794 and the performance milestone fee is \$1,142,853.

No other changes to Section C.5.3.

- 14. 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 for the base period FYs 2017-2019 is \$24,351,821 (target direct cost and max fee).

No other changes to the terms and conditions.

RH Replan Fee Analysis

Final Negotiation	Base	Option 1	Option 2	Total
Fee for Distribution	2,791,997	2,473,330	1,632,647	6,897,974
Milestone	1,958,005	1,731,331	1,142,853	4,832,189
Cost Incentive	833,992	741,999	489,794	2,065,785
Milestone Target Fee	748,427	661,783	436,843	1,847,053
Containers	37	18	10	65
Target Fee/Container	20,228	36,766	43,684	
Base Period	Option 1		Option 2	
Cumulative Containers		Cumulative Containers		Cumulative Containers
1	20,228	1	36,766	1
2	40,455	2	73,531	2
3	60,683	3	110,297	3
4	80,911	4	147,063	4
5	101,139	5	183,829	5
6	121,366	6	220,594	6
7	141,594	7	257,360	7
8	161,822	8	294,126	8
9	182,050	9	330,891	9
10	202,277	10	367,657	>=10
11	222,505	11	404,423	
12	242,733	12	441,189	
13	262,961	13	477,954	
14	283,188	14	514,720	
15	303,416	15	551,486	
16	323,644	16	588,251	
17	343,872	17	625,017	
18	364,099	>=18	1,731,331	
19	384,327			
20	404,555			
21	424,783			
22	445,010			
23	465,238			
24	485,466			
25	505,694			
26	525,921			
27	546,149			
28	566,377			
29	586,605			
30	606,832			
31	627,060			
32	647,288			
33	667,516			
34	687,743			
35	707,971			
36	728,199			
>=37	1,958,005			

General concepts that will be incorporated into the contract -

Base Contract – As shown in the example, all containers will receive the same fee rate of \$20,228 per container up through and including container 36. If/when Fluor Idaho completes the 37th container, Fluor Idaho will be provided an additional \$1,229,806 in fee, earning the max fee of \$1,958,005.

The base contract will require steady state operations of the facilities from FY 2016 – FY 2019. If the Navy work completes prior to FY 2019 in CPP-666, Fluor Idaho shall continue working on waste identified in contract Section C.5 through the period of performance. As this steady state operation produces additional containers, no additional fee can be earned above the max fee for the period.

Acceptance criteria will be as follows: *The treatment process is complete when all of the RH-TRU waste has been physically treated to meet the waste acceptance criteria of the disposal facility; repackaged; and removed from the hot cell for certification for disposal. Objective evidence includes visual verification and review of waste tracking system documentation for treatment completion.*

All Idaho Settlement Agreement (ISA) MLLW/LLW is required to be dispositioned by December 31, 2018.

All MLLW/LLW waste generated from the non-ISA RH-TRU program prior to July 1, 2019 is required to be dispositioned by September 30, 2019. For this waste, fee is earned upon verification of shipping to an approved disposal facility by September 30, 2019. Objective evidence for disposition to a disposal facility includes review and verification of the shipping manifest provided by the receiving disposal facility.

It should be noted that any RH-TRU suspect waste, as agreed to by DOE-ID and Fluor Idaho, will be counted and paid via the RH-TRU fee schedule and not under AM-1. This will ensure no double counting of fee occurs. Objective evidence via electronic mail shall include the documented DOE-ID and Fluor Idaho agreement for the RH-TRU suspect waste.

The RH-TRU Program will earn fee by processing the parent suspect RH-TRU container per contract Sections B.3(d)(iv.) and B.3(e)(xiii).

Example: A 55-gallon drum (0.212m³) of suspect RH-TRU waste is transferred to INTEC. No fee is claimed on this drum. Through processing at INTEC, the suspect RH-TRU waste results in daughter drums classified as CH-TRU waste; RH Low-Level waste; and RH-TRU waste. No matter the amount of CH-TRU that results, it is all transferred back to AMWTP to be processed per contract Section C.5.1 under the AM-1 ISA inventory, as appropriate. The parent container will be counted and fee paid via the RH-TRU fee schedule. The RH-LLW must be dispositioned by December 31, 2018 in accordance with the Idaho Settlement Agreement.

Container Definition:

Each individual Lot 11 waste container constitutes one container. See Exhibit C-11.

Suspect RH-TRU containers are defined below.

- a) Containers up to and including a size of 0.32 m³ (85 gallon drum) are considered one container, regardless of contents or possible number of inner containers.
- b) For containers larger than 0.32 m³ that contain discrete inner containers, each individual inner container treated will be counted as one container. The outermost (overpack) container does not qualify as a container.

For example, a BR-90 (2.55 m³) containing three (3) 55 gallon drums (0.212 m³ each) is sent for treatment as suspect RH waste from AMWTP. Fluor Idaho would receive credit for treating three (3) containers upon completion of treatment.

- c) For containers larger than 0.32 m³ that do not contain discrete inner containers, the number of containers (for fee credit) will be determined based on the size of the container and complexity of processing the waste as compared to a typical RH-TRU waste container as agreed to by DOE-ID and Fluor Idaho.

To earn fee credit for MLLW/LLW containers generated during the final quarter of each contract period, containers must be physically treated to meet the waste acceptance criteria of the disposal facility; repackaged, as necessary; and removed from the hot cell to await disposal.

Option 1 (FY 2020) MLLW:

All MLLW/LLW waste generated from the RH-TRU program prior to July 1, 2020 is required to be dispositioned by September 30, 2020. Fee is earned upon verification of shipping to an approved disposal facility by September 30, 2020. Objective evidence for disposition to a disposal facility includes review and verification of the shipping manifest provided by the receiving disposal facility.

The contract will require steady state operations of the facilities for FY 2020, and Fluor Idaho shall continue working on waste identified in contract Section C.5 through the period of performance. As this steady state operation produces additional containers, no additional fee can be earned above the max fee for the period.

Option 2 (FY 2021) MLLW:

All MLLW/LLW waste generated from the RH-TRU program prior to March 1, 2021 is required to be dispositioned by May 31, 2021. Fee is earned upon verification of shipping to an approved disposal facility by May 31, 2021. Objective evidence for disposition to a disposal facility includes review and verification of the shipping manifest provided by the receiving disposal facility.

The contract will require steady state operations of the facilities for FY 2021, and Fluor Idaho shall continue working on waste identified in contract Section C.5 through the period of performance. As this steady state operation produces additional containers, no additional fee can be earned above the max fee for the period.