

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0053	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.)

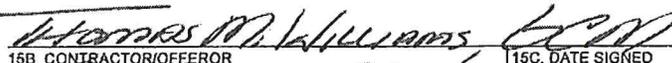
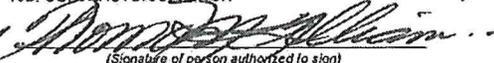
Tax ID Number: 45-2724914

DUNS Number: 968795604

The purpose of this modification is to issue a change order for CLIN-3 Non-Target ICP-Core work scope. 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.

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, CEO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jennifer K. Cate
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9/26/17
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 9.27.17

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0053

PAGE OF
2 2

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 Work Scope Line item value is:: \$26,273,242.79 Incrementally Funded Amount: \$26,273,242.79</p> <p>This modification adds and deletes work scope under CLIN-3 with an estimated cost of (\$81,325) and fee of (\$5,693). See continuation pages for details.</p>				26,273,242.79

The purpose of this contract modification is to modify CLIN-3 by revising 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)*. In addition, this modification updates Section J – Attachment J-1 – List of Applicable DOE Directives (List B).

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 changes made to CPP-603 Large Cask Adaptation Project under section C.7.4.2:

The estimated direct cost for this new scope is (\$81,325).

The total fee is (\$5,693).

Fee is 7% of the direct cost. The fee for this work is split between fixed fee (3%), Schedule Incentive (2%), and Cost Incentive (2%). The following table shows the changes made based on the revised work scope.

[Next Page]

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>	9/6/2017	10/5/2017	27250 \$26,843	\$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 9/29/2017	10/11/2017 10/27/2017	27250 \$26,843	\$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 1/2/2018	1/5/2018 1/31/2018	27250 \$26,843	\$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 1/15/2018	2/17/2018 2/14/2018	27250 \$26,843	\$0
					Milestone:	\$ 107,372
					Cost Incentive:	\$ 107,372
					Fixed Fee:	\$ 161,058
					Total:	\$ 375,803
<p>**The Milestone Fee dollars from the Maximum Fee amount (i.e. Early Date through the Min Fee Date) to the Min Fee amount will be calculated on a sliding scale per calendar day basis. The day after the Min Fee date the Contractor earns zero fee.</p> <p>Total Fee: \$381,495\$375,803 (7%) Fixed Fee: \$163,495\$161,058(3%) Milestone Fee: \$109,000\$107,372(2%) Fee per Milestone: \$27,250 \$26,843 Fee per Day: \$908.33\$894.77 Incentive Fee: \$109,000\$107,372(2%)</p>						

Summary:

The Total Contract Value, including options, is decreased by \$87,018 from \$1,665,893,355 to \$1,655,806,337.

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

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
Total Non-Target Work Scope (See Contracting Officer for Breakout)	24,881,819	1,342,366		26,224,185
<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)	44,307,931	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
<u>Total Contract Cost (Excluding Options)</u>				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,382,406,040	162,237,403	56,906,156	1,544,643,443
<u>Total Contract Cost (Includes Options)</u>				
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 (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	1,489,677,305	176,129,032	62,216,083	1,665,806,337
<u>Contract Performance Ceiling (B.6)</u>				
Contract Performance Ceiling	1,330,188,717			

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 decreased by \$81,325 from \$1,330,270,042 to \$1,330,188,717.

3. SECTION C.7.4.2 CPP-603 CD-2/3B Large Cask Adaptation Project – Approve Performance Baseline/Start Construction is revised as follows:

Scope deleted:

- DOE Readiness Assessment (RA) – DOE determined the DOE RA will not be necessary to support the testing of the new crane. Instead, DOE will execute a Line Management Assessment that will run in parallel with the Contractor Readiness Assessment.
- Permanent containment Structure (PCS) – The parties determined the removal and reinstallation of the PCS will not be necessary to support the testing of the new crane.

The value of above deleted scope is \$(163,470) direct cost.

Scope Added:

- Line management Assessment – DOE determined that a Line Management Assessment will be executed in place of performing a DOE Readiness Assessment.
- Transfer Car (Contingency Scope realized)

The value of above added scope is \$82,145 direct cost.

In addition, Contingency Schedule was realized for the Solar Eclipse and Transfer car (22 days).

The total value of the added and deleted scope stated above is a credit to DOE of \$81,325 direct cost. CLIN-3 will be adjusted by this amount along with the corresponding fee of \$5,693 (7% split between fixed fee, schedule incentive, and cost incentive).

No other changes to the contract terms and conditions.

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

The following Directive is removed:

DOE O 232.2 – Admin Chg 1 (cancelled by DOE O 232.2A) – Occurrence Reporting and Processing of Operations Information

The following Directive is added:

DOE O 232.2A– Occurrence Reporting and Processing of Operations Information

There is no change to the cost or fee related to the List B change.

5. **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 (\$87,018) (estimated direct cost and fee).