

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

0056

See Block 16C

6. ISSUED BY

CODE

00701

7. ADMINISTERED BY (If other than Item 6)

CODE

00701

Idaho Operations
U.S. Department of Energy
Idaho Operations
1955 Fremont Avenue
Idaho Falls ID 83415

Idaho Operations
U.S. Department of Energy
Idaho Operations
1955 Fremont Avenue
MS 1221
Idaho Falls ID 83415

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)

10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-EM0004083

10B. DATED (SEE ITEM 13)

CODE 968795604

FACILITY CODE

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. The contract Terms and Conditions remain unchanged.

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)

THOMAS WILLIAMS
DIRECTOR, PRIME CONTRACT

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Jennifer K. Cate

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED


(Signature of person authorized to sign)

10-10-17


(Signature of Contracting Officer)

10.11.17

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0056

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) |
|-----------------|--|-----------------|-------------|-------------------|------------------|
| 00001 | FOB: Destination Period of Performance: 06/01/2016 to 05/31/2021 Change Item 00001 to read as follows (amount shown is the total amount): Target ICP-Core DOE Mission Work Line item value is:: \$1,544,693,605.00 Incrementally Funded Amount: \$655,625,121.33 See continuation pages below. | | | | 1,544,693,605.00 |

The purpose of this contract modification is to transmit scope and associated direct costs from CLIN-2 to CLIN-1; increase CLIN-1 for Emergency Management work scope; and add scope to CLIN-3 for support to DOE-EM. 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)*.

The following changes are hereby made to the contract:

1. SECTION B.2 CONTRACT COST AND FEE SCHEDULE is revised as follows:

CLIN-1: Target ICP Core DOE Mission Work Scope (Base) is revised to incorporate the changes stated above.

The Direct Target Cost is increased by \$13,875,628 from \$793,874,596 to \$807,750,224.

The Indirect Target Cost remains unchanged at \$294,724,520.

The Total Target Cost is increased by \$13,875,628 from \$1,088,599,116 to \$1,102,474,744

The Cost Incentive (Target) is increased by \$686,843 from \$19,649,488 to \$20,336,331.

The Cost Incentive (Maximum) is increased by \$1,796,893 from \$51,406,235 to \$53,203,128. The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly increased by \$1,796,893 from \$140,973,586 to \$142,770,479.

CLIN-2: Target ICP Core Naval Nuclear Propulsion Program (NNPP) Pieces, Parts, and Fines (PPF) Work Scope is revised to incorporate the changes stated above.

The Direct Target Cost is decreased by 13,857,777 from \$61,020,192 to \$47,162,415.

The Cost Incentive (Target) is decreased by \$685,960 from \$1,057,175 to \$371,215

The Cost Incentive (Maximum) is decreased by \$1,794,582 from \$2,765,740 to \$971,158.

The overall CLIN-2 Max Fee, including milestones and performance fee, is correspondingly decreased by \$1,794,582 from 7,902,115 to \$6,107,533.

CLIN-3 Non-Target ICP Core Work Scope is revised to incorporate scope for support to the DOE Office of Environmental Management under Section C.8.7:

The estimated direct cost for this new scope is \$29,412.

The total fee is \$588.

Summary:

The Total Contract Value, including options, is increased by \$50,162 from \$1,665,806,337 to \$1,665,856,499.

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

| B.2(c) Table | | | | |
|--|----------------------|---------------------|-------------------|----------------------|
| CLIN 00001 - TARGET ICP-CORE DOE MISSION WORK (BASE) | | | | |
| | Target Cost | Max Fee | Target Fee | Total Price |
| Direct Target Cost w/ ID Spt (No Options Included) | 807,750,224 | 142,770,479 | | 1,245,245,223 |
| Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8) | 294,724,520 | | | |
| | 1,102,474,744 | | | |
| Target Fee | | | 54,572,500 | |
| Subtotal Milestone-Schedule & Performance Fee (B.3(d)) | | 89,567,351 | | |
| Subtotal Incremental Cost Incentive Fee | | 53,203,128 | | |
| Cost Incentive Breakout | | | | |
| Cost Incentive (Max) | | 53,203,128 | | 12.95% |
| Cost Incentive (Target) | | | 20,336,331 | 4.95% |
| CLIN 00002 - TARGET ICP CORE NNPP PPF WORK SCOPE | | | | |
| | Target Cost | Max Fee | Target Fee | Total Price |
| Navy (Pieces, Parts and Fines - 102 Cans) | 47,162,415 | 6,107,533 | 2,334,540 | 53,269,948 |
| Milestone-Schedule & Performance | | 5,136,375 | 1,963,325 | |
| Cost Incentive (Max) | | 971,158 | 371,215 | |
| CLIN 00003 - NON-TARGET ICP CORE WORK SCOPE | | | | |
| | Estimated Cost | Fee | | Total Price |
| Total Non-Target Work Scope (See Contracting Officer for Breakout) | 24,911,231 | 1,342,954 | | 26,254,185 |
| CLIN 00004 - CONTRACT TRANSITION PERIOD | | | | |
| Transition | 6,811,889 | 0 | | 6,811,889 |
| CLIN 00005 - DEFINED BENEFIT PENSION PLAN COSTS | | | | |
| Pension | 70,900,000 | 0 | | 70,900,000 |
| CLIN 00006 INTEGRATED WASTE TREATMENT UNIT (IWTU) OPERATIONS AND TURNOVER | | | | |
| | 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 |
| Total Contract Cost (Excluding Options) | | | | |
| | Contract Cost | Max Fee | Target Fee | Total Price |
| | 1,382,453,303 | 162,240,302 | 56,907,039 | 1,544,693,605 |
| Total Contract Cost (Includes 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 | 1,489,724,568 | 176,131,931 | 62,216,967 | 1,665,856,499 |
| Contract Performance Ceiling (B.6) | | | | |
| Contract Performance Ceiling | 1,330,238,291 | | | |

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 increased by \$49,574 from \$1,330,188,717 to \$1,330,238,291

3. SECTION C.7.2 Spent Nuclear Fuel (SNF) is revised as follows:

This modification increases the target cost and target fee in CLIN-1 for the added work scope in Section C.7.2 which directed the contractor to provide emergency management services and support to the NRC licensed facilities contractor.

This additional scope language for Emergency Management support for STI was previously added to the contract in modification 26; however, the corresponding target cost and target fee were not increased.

The negotiated direct target cost under CLIN-1 is \$17,851 with a target fee of \$884 and a max fee of \$2,312.

4. Administrative Change - The following scope is moved from CLIN-2 to CLIN-1:

Management, planning, surveillance, and facility operating and maintenance activities associated with SNF management from May FY 2018 through May FY 2021; SNF records maintenance; Training of operations personnel to maintain necessary qualification to manage SNF inventories. The work activities and materials needed to support the SNF transfers will be included in PWS C.7.1.02, C.7.1.03, C.7.1.04, C.7.1.05, and C.7.3.

CPP-666 Surveillance and Maintenance Activity (FY 2018 - May FY 2021)

- Corrosion and water chemistry monitoring in CPP-666 basins
- NUPAC 125B cask H2 monitoring
- Water, HVAC, and electrical system operation
- Maintain nuclear safety basis
- PM/CM equipment within the facility required to safely store SNF

The contractor shall maintain the SNF facility throughout the period of performance to function at the same level and in the same condition as at the contract effective date. The contractor will serve as Building Code Official for the SNF buildings as described in DOE O 420.1C, Facility Safety, and associated standards.

The direct target cost under CLIN-2 is decreased by \$13,857,777 with a target fee decrease of \$685,960 and a max fee decrease of \$1,794,582

The direct target cost under CLIN-1 is increased by \$13,857,777 with a target fee increase of \$685,960 and a max fee increase of \$1,794,582

This is a zero sum change to the overall contract.

5. Section C.8.8 DOE Office of Environmental Management Support (CLIN 00003) is incorporated and includes the additional scope as follows:

Provide subject matter expert, including travel, for reviewing of regulatory findings and corrective actions related to DOE onsite low-level waste facilities.

The direct target cost under CLIN-3 is \$29,412 with a fixed fee of \$588.

6. Section H.28 DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (OCT 2014) is revised per the Contractor's formal notification (letter, Brad Smith, Fluor Federal Services, to Joe Saye, Fluor Idaho, dated August 7, 2017) that Bruce Stanski would no longer serve as Chair of the Board of Directors of Fluor Idaho. Greg Meyer is replacing Bruce Stanski, and Eric Best will assume duties as the third Fluor Federal Services representative on the Board.

The Responsible Corporate Official is revised as follows:

Name: **Greg Meyer**

Position: **Chairman, Fluor Government Group
SVP, Environmental/Nuclear Business Line**

Company/Organization: **Fluor Federal Services, Inc.**

Address: **2300 Clarendon Blvd, Suite 1000, Arlington, VA 22201**

Phone: **703.387.4840**

Facsimile: **703.387.4829**

Email: Greg.Meyer@fluor.com

The Corporate Board of Directors is revised and incorporated as follows:

| Fluor Idaho Corporate Board of Directors | | | | | | |
|--|----------|--|--|--|--|---|
| Name | Position | Company/Organization | Address | Phone and Fax | Email | Admin |
| Greg Meyer | Chairman | Fluor Government Group, SVP, Environmental/Nuclear Business Line | 2300 Clarendon Blvd Suite 100 Arlington, VA 22201 | (p) 703-387-4840 (f) 703-387-4829 | Greg.Meyer@fluor.com | Susie Fisher 703-351-1298 (Office) Susie.e.Fisher@fluor.com |
| Eric Best | Member | Fluor Government Group, Chief Financial Officer | 100 Fluor Daniel Drive C206A Greenville, SC 29607 | (p) 864-281-4670 (f) 864-676-7250 | Eric.Best@fluor.com | Lisa Labas 864-281-5097 (Office) Lisa.Labas@fluor.com |
| Stuart MacVean | Member | Fluor Government Group, VP, Environmental/Nuclear Business Line | 100 Fluor Daniel Drive C205A Greenville, SC 29607 | (p) 803-335-7391 (f) 864-281-6011 | Stuart.macvean@fluor.com | Sheila W. Bartlett 803-982-5686 sheila.bartlett@srs.gov |
| Teri Browdy | Member | CH2M, (National Security Technologies, LLC) Director, Environmental Management | 2621 Losee Road North Las Vegas, NV 89030 | (p) 702-295-6003 (c) 303-994-2016 (f) 702-295-3084 | Browdytl@nv.doe.gov | |
| Jay Britten | Member | Waste Control Specialists, LLC, Vice President of Operations | 5430 LBJ Freeway Suite 1700 Dallas, TX 75240 | (p) 432-525-8612 (f) 432-525-8902 | jbritten@wcstexas.com | Paula Madrid 432-525-8688 (Office) pmadrid@wcstexas.com |
| Brad Frazee | Member | North Wind Group, Chief Operating Officer | 1425 Higham Street Idaho Falls, ID 83402 | (p) 208-520-9429 (f) 208-528-8718 | bfrazee@northwindgrp.com | |
| Kevin Poor | Member | Portage, Inc. Director, Chief Operating Officer | 1075 S. Utah Avenue Idaho Falls, ID 83402 | (p) 208-528-6608 (f) 208-523-8860 | kpoor@portageinc.com | |

- 7. 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 \$15,672,521. The total price of the equitable adjustment for CLIN-2 is (\$15,652,359). The total price of the equitable adjustment for CLIN-3 is \$30,000.