

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0057	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.	
CODE 968795604 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		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. <u>Mutual Agreement of the parties</u>
	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 incorporate language in Section B.3 (e) ICP-Core CLIN 00001 Schedule Milestones, Annual Milestones, Performance Incentives Acceptance Criteria and Definitions, paragraphs vi. and vii. Refer to the Continuation Pages for further detail.

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) <u>Thomas M. Williams</u> <u>Director Price Contracts</u>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jennifer K. Cate
15B. CONTRACTOR/OFFEROR <u>Thomas M. Williams</u> (Signature of person authorized to sign)	15C. DATE SIGNED <u>10/12/17</u>
16B. UNITED STATES OF AMERICA <u>Jennifer K. Cate</u> (Signature of Contracting Officer)	16C. DATE SIGNED <u>10.16.17</u>

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0057

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NAME OF OFFEROR OR CONTRACTOR
FLUOR IDAHO, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	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				

This modification is being made by mutual agreement of the parties.

This modification incorporates language to Section B.3 (e) ICP-Core CLIN 00001 Schedule Milestones, Annual Milestones, Performance Incentives Acceptance Criteria and Definitions, paragraphs vi. and vii. as detailed below. This modification authorizes the Contractor to earn fee if “certification” and/or “shipped” are unavailable options as a result of the Waste Isolation Pilot Plant (WIPP) closure.

The following changes are hereby made to the contract:

1. **SECTION B.3 (e) vi. AM-1 – ISA CH-TRU (CH-TRU and M/LLW) Cubic Meters Certified/Shipped out of the state of Idaho (Sections C.5.1.01 – 5.1.07), sixth paragraph** is revised as follows, effective the date of this contract modification:

The Contractor will be paid quarterly 60% of the available fee for the Idaho Settlement Agreement (ISA) contact-handled transuranic (CH-TRU) waste when DOE has validated the processed waste through either: 1) Data Reconciliation; 2) Level I Data Validation; or 3) Supercompactor Load Out, described as:

- **Data reconciliation** will be used for the BN510 (Supercompacted Debris) and BNINW216 (First/Second Stage Sludge) waste streams. The quantities of waste containers in these waste streams will be verified in the Waste Tracking System (WTS) using the data reconciliation container lists or the manual Data Quality Objectives (DQO) reconciliation report defined in MCP-4007. The date that the waste container completed data reconciliation (i.e., date for lot in WTS) will be used to determine when a waste container may be recognized for fee. For BN510 containers generated after May 31, 2017, Supercompactor Load Out date information will be used for the fee determination.
- **Level I Data Validation** will be used for all other waste streams (e.g., sludge repackaging project [SRP] waste and accelerated retrieval project [ARP] exhumed wastes). Only waste containers that can be assigned to a specific Waste Isolation Pilot Plant (WIPP) waste stream (approved or preliminary) will be considered. As other waste streams are defined, additional waste containers will then be eligible for consideration. The waste container will be required to have completed Non-Destructive Assay (NDA) and physical characterization (Real-Time Radiography [RTR] or Visual Examination [VE]). The NDA data and RTR/VE data will be required to have completed Level I data validation as defined in MCP-4005. Level I validated NDA data will be used to identify the TRU waste containers and to ensure that radiological characterization is available for the waste container. Level I validated RTR or VE will be used to identify that the waste container has been physically characterized. The latest date of any Level I data validation activity (e.g., date for NDA, RTR, or VE batch in WTS) will be used to determine when a waste container may be recognized for fee.
- **Supercompactor Load Out** will be used for the BN510 (Supercompacted Debris) waste stream. The quantities of waste containers in this waste stream will be verified in the Waste Tracking System (WTS) using the Supercompactor Load Out e-signature to verify

the Supercompactor Load Out form is complete per TPR-8043. The date that the Supercompactor Load Out form is complete (i.e., form e-signature date in WTS) will be used to determine when a waste container may be recognized for fee. For BN510 containers generated before June 1, 2017, WTS Data Reconciliation date information will be used for the fee determination.

The fee rate per cubic meter on all processes (data reconciliation, Level I Data Validation, supercompactor load out, certification, and/or shipping) will be determined by the annual volume that has completed Data Reconciliation, Level I Data Validation, or Supercompactor Load Out during the contract year. An additional 20% of the available fee will be paid when the waste has been certified. Waste containers generated as a result of a treatment process are counted when the container exits from the individual treatment facility. (For example, waste boxes generated at the Debris Repackaging Project [DRP] are counted when they are exported from Waste Management Facility [WMF]-1619.)

The final 20% of the available fee will be paid quarterly per cubic meter when the ISA CH-TRU waste is shipped to WIPP in accordance with the shipping schedule established by WIPP after the CH-TRU waste backlog has been shipped.

In accordance with contract Section B.3 (e) vi, objective evidence for AM-1 shall adhere to the new requirements as described above.

2. **SECTION B.3 (e) vii. AM-2 – Acres of Exhumed SDA Waste (Sections C.5.2.01), sixth paragraph** is revised as follows:

The Contractor will be paid quarterly 60% of the available fee for the exhumed acreage. The fee rate will be determined by the annual acreage exhumed during the contract year. An additional 10% of the available fee will be paid when DOE has validated the waste through Level I Data Validation. The fee tier will be based on acreage exhumed and will be calculated on acreage exhumed and/or cubic meters that have completed Level I Data Validation, certification, and/or shipped. The fee rate paid per cubic meter will be the rate identified in Table 1 below. This rate was derived by using an estimated value of 3,800 cubic meters (m^3) which will need to be characterized, treated and shipped. The unit rate may be adjusted during the term of the contract if the cubic meters vary significantly from the 3,800 m^3 projection, and once actuals become known. However, the max fee of \$14,893,589 will not change regardless of the actual number of cubic meters treated.

Annual Milestone 2 - Table 1

		Max Fee	Meter ³ Rate	
Exhumed	60%	\$ 8,936,153		
Level 1 Validation	10%	\$ 1,489,359	\$ 391.94	
Certified to Rev. 8	10%	\$ 1,489,359	\$ 391.94	
Shipped	20%	\$ 2,978,718	\$ 783.87	
Sub Total	100%	\$ 14,893,589		
		Total Acres	Total Meters	
Estimated Meters ³		1.55	3,800	
Fee Scale based on Acres/Meters	Acreage	Level 1 Val.	Certified	Shipped
0.0 - .24	\$1,854,974	\$ 75.66	\$ 75.66	\$ 151.33
.25 - .39	\$3,338,953	\$ 136.19	\$ 136.19	\$ 272.39
.40 - .49	\$3,672,849	\$ 149.81	\$ 149.81	\$ 299.63
>= than .50	\$9,608,767	\$ 391.94	\$ 391.94	\$ 783.87

Subsequent to Level I Data Validation, an additional 10% of the available fee will be paid when the waste is certified. The fee tier used will be based on the annual acreage exhumed. The calculation for certification will use the same algorithm as identified above for Level I Data Validation.

The remaining 20% of the available fee will be paid quarterly per cubic meter when the CH-TRU waste is shipped to WIPP in accordance with the shipping schedule established by WIPP after the CH-TRU waste backlog has been shipped. Fee calculation and payment will use the same algorithm as identified above for Level I Data Validation.

No other changes to Section B.3.

No other changes to the terms and conditions.