

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0059	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				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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	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.			
	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:			
X	D. OTHER (Specify type of modification and authority) Section I.100 Changes-Cost Reimbursement (Aug 1987) Alt II and II (Apr 1984)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> 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 CONTRACTS		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 10/31/17	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 10.31.17
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243		

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EM0004083/0059

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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)
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:: \$1,505,320,203.00 Incrementally Funded Amount: \$725,486,121.33</p> <p>The Total Contract Value is decreased by \$39,373,402 from \$1,665,856,499 to \$1,626,483,097. See continuation pages below for details.</p>				1,505,320,203.00

The purpose of this contract modification is to remove the target cost and related fee for Mandatory Services from CLIN-1. Accompanying Contracting Officer direction for how costs for Mandatory Services will be assessed in the final fee calculation is also included herein. Clarification of fee payment for CLIN-3 Section B.9(h) is also addressed. The detail is provided below. 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 change stated above.

The Direct Target Cost remains unchanged at \$807,750,224.

The Indirect Target Cost is decreased by \$34,859,143 from \$294,724,520 to \$259,865,377.

The Total Target Cost is decreased by \$34,859,143 from \$1,102,474,744 to \$1,067,615,601.

The Cost Incentive (Target) is decreased by \$1,725,528 from \$20,336,331 to \$18,610,803.

The Cost Incentive (Maximum) is decreased by \$4,514,259 from \$53,203,128 to \$48,688,869. The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly decreased by \$4,514,259 from \$142,770,479 to \$138,256,220.

Summary:

The Total Contract Value, including options, is decreased by \$39,373,402 from \$1,665,856,499 to \$1,626,483,097.

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

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<b>B.2(c) Table</b>				
<b><u>CLIN 00001- TARGET ICP-CORE DOE MISSION WORK (BASE)</u></b>				
	Target Cost	Max Fee	Target Fee	Total Price
Direct Target Cost w/ ID Spt (No Options Included)	807,750,224	138,256,220		1,205,871,821
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	259,865,377			
	1,067,615,601			
Target Fee			52,846,972	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		89,567,351		
Subtotal Incremental Cost Incentive Fee		48,688,869		
Cost Incentive Breakout				
Cost Incentive (Max)		48,688,869		12.95%
Cost Incentive (Target)			18,610,803	4.95%
<b><u>CLIN 00002 - TARGET ICP CORE NNPP PPF WORK SCOPE</u></b>				
	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	
<b><u>CLIN 00003 - NON-TARGET ICP CORE WORK SCOPE</u></b>				
	Estimated Cost	Fee		Total Price
Total Non-Target Work Scope (See Contracting Officer for Breakout)	24,911,231	1,342,954		26,254,185
<b><u>CLIN 00004 - CONTRACT TRANSITION PERIOD</u></b>				
Transition	6,811,889	0		6,811,889
<b><u>CLIN 00005 - DEFINED BENEFIT PENSION PLAN COSTS</u></b>				
Pension	70,900,000	0		70,900,000
<b><u>CLIN 00006 INTEGRATED WASTE TREATMENT UNIT (IWТУ) OPERATIONS AND TURNOVER</u></b>				
	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
<b>Total (Excluding C.6.1 IWTU Ops)</b>	<b>\$ 85,885,093</b>	<b>\$ 6,480,845</b>		<b>\$ 92,365,938</b>
<b><u>Total Contract Cost (Excluding Options)</u></b>				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,347,594,160	157,726,043	55,181,512	1,505,320,203
<b><u>Total Contract Cost (Includes Options)</u></b>				
	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	1,454,865,425	171,617,672	60,491,439	1,626,483,097
<b><u>Contract Performance Ceiling (B.6)</u></b>				
Contract Performance Ceiling	1,290,864,889			

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.3 CLIN 00001 – COST INCENTIVE, SCHEDULE MILESTONES, ANNUAL MILESTONES AND PERFORMANCE INCENTIVES FEE ALLOCATIONS AND CALCULATIONS,** paragraph (c)ii is revised to include the following language:

The only exception to this requirement is that the costs for mandatory services, as defined in Section C Exhibit C-2, will be excluded from this calculation for final fee purposes and Contractor Performance Assessment Reports System (CPARS) evaluation. The source for these costs will come from INL invoices. Exhibit B-2 identifies the INL Project Number associated with each mandatory service. If the Department determines to add a mandatory service to this contract, the mandatory service will be evaluated to determine if it should be a part of this exclusion.

*The indirect target cost under CLIN-1 is decreased by \$34,859,143 with a target fee decrease of \$1,725,528, and a max fee decrease of \$4,514,259.*

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

The current Contract Performance Ceiling (CPC) is decreased by \$39,373,402 from \$1,330,238,291 to \$1,290,864,889.

- 4. SECTION B.9 FEE PAYMENTS, paragraph (h)** is revised as follows:

CLIN 00003 fee for scope identified under Section C.7.3 will be earned and paid during the term of the contract on a quarterly basis as work progresses. Quarterly fee payments will be paid by taking the total amount of fee and dividing it by the number of quarters in the contract period of performance. The only exception is if the Contractor completes Section C.7.3 scope prior to the end of the contract period of performance. Under this scenario, and subsequent to DOE verifying that the scope has been completed in its entirety, all remaining fee identified for this task shall be earned and paid.

Fee for all other scope added to CLIN 00003 will be earned and paid upon successful completion of the scope and verification of successful completion by DOE. The only exception to this is if the contract modification adding the new scope has a provisional aspect clearly listing that part of the fee may be earned during scope execution and not just at scope completion.

- 5. CONTRACTOR'S STATEMENT OF RELEASE:** In consideration of the modification agreed to herein as a complete equitable adjustment for the directed change 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 a decrease of \$39,373,402.

No other changes to the contract terms and conditions.

Fluor RFP Mandatory Services' Crosswalk to INL Project Number  
Exhibit B-2

INL Project Num(16-17)	INL Project Num(18)	Work Package.WBS (4)	Resource (4)	Grand Total
2P0400044	2P0404124	☐ C.08.01.01 INFORMATION TECHNOLOGY AND CYBER SECURITY	SFBEA08 BEA - Wireless Communications	1,237,337
2P0400527	2P0405209	☐ C.08.01.02 RECORDS MANAGEMENT & DOCUMENT CONTROL	SFBEA27 BEA - Electronic Data Management System (EDMS) Support	1,676,060
2P0400032,33	2P0404118,119	☐ C.08.02.01 PROJECT MANAGEMENT / SUPPORT / ADMINISTRATION	SFBEA13 BEA - Pension Benefits, Investment & Retirement Plan Administr	243,515
2P0400031	2P0404117	☐ C.08.02.04 PROPERTY MANAGEMENT	SFBEA12 BEA - Property Accounting	200,280
N/A	N/A	☐ C.08.03.05 WORKER SAFETY AND HEALTH	SFBEA11 BEA - Cultural Resource Monitoring and Management	278,044
2P0400024,25	2P0404104	☐ C.08.03.09 EMERGENCY MANAGEMENT	SFBEA06 BEA - Fire Department	17,090,027
2P0400019,23	2P0404105,109		SFBEA07 BEA - Emergency Management (now includes Fire Alarms, Emergenc	1,213,459
2P0400504,505,506	2P0405203,5204,5205	☐ C.08.03.12 RADIATION PROTECTION	SFBEA23 BEA - Personnel Dosimetry Services	3,488,131
2P0400003	2P0404103		SFBEA28 BEA - Radiological Controlled Information Management Services	472,711
2P0400019,23	2P0404105,109	☐ C.08.04 GENERAL FACILITY MANAGEMENT	SFBEA07 BEA - Emergency Management (now includes Fire Alarms, Emergenc	1,538,429
2P0400020,22,56,57	2P0404110,112,114,115		SFBEA09 BEA - Power and Power management	10,080,861
2P0400540	2P0405209		SFBEA10 BEA - Secure Locksmith Services	632,369
		<b>Grand Total</b>		<b>38,151,224</b>