

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 0075	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			9B. DATED (SEE ITEM 11)
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. 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 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 968795604

The purpose of this modification is to issue a unilateral change order for CLIN-1 Target ICP Core work scope. Please refer to the continuation page and Contracting Officer letter incorporated as part of this modification. The Contractor is directed to continue operations in accordance with contract section B.2.

Payment:

Period of Performance: 06/01/2016 to 05/31/2021

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Maria M. Mitchell-Williams	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 03/28/2018

The purpose of this modification is to issue a unilateral change order revising Section C.6.3 Liquid Waste Facility Closure. This revision is being made under the authority of contract clauses B.15 *Advance Understanding – Changes to Cost and Fee* and I.100 52.243-2 *Changes – Cost Reimbursement (Aug 1987) – Alt II and III (Apr 1984)*.

The issuance of this modification confirms the change order issued by Contracting Officer letter (AS-CMD-ICP/Fluor-18-052), dated March 28, 2018. The letter is incorporated with this modification.

No other changes to the contract terms and conditions.



## Department of Energy

Idaho Operations Office  
1955 Fremont Avenue  
Idaho Falls, ID 83415

March 28, 2018

Mr. Thomas M. Williams, Director  
Prime Contract Management  
Fluor Idaho, LLC  
1580 Sawtelle Street  
Idaho Falls, ID 83402

**SUBJECT:** Contract No. DE-EM0004083 - Request for Detailed Cost and Schedule Estimate Related to Underground Storage Tanks at Idaho Nuclear Technology and Engineering Center and Issuance of a Unilateral Change Order (AS-CMD-ICP/Fluor-18-052)

**REFERENCE:** Letter (CCN 321867), Thomas M. Williams to Jennifer K. Cate, Subject: Contract No. DE-EM0004083 – New Scope to Bring Underground Storage Tanks INTEC in Compliance Based on New Federal Regulations (40 CFR 280) with an Implementation Deadline of October 13, 2018, dated February 27, 2018

Dear Mr. Williams:

The Department of Energy, Idaho Operations Office (DOE-ID) has reviewed the referenced letter and concurs, in part, with Fluor Idaho, LLC's (Fluor Idaho) recommended alternative. The rules governing the operation of underground storage tanks (UST) (40 CFR 280 and IDAPA 58.01.07) changed in July 2015. The final rule, as adopted by the State of Idaho, made a significant change to the regulatory requirements and impacts the three (3) USTs at the Idaho Nuclear Technology and Engineering Center (INTEC) (two (2) tanks supplying a fuel island, and one (1) diesel tank supplying the emergency generator). The changes require more frequent inspections, testing, and monitoring, and additional recordkeeping. These rules go into effect on October 13, 2018. Implementing the revised regulatory requirements for the three (3) INTEC USTs was identified, and agreed to by both Parties, as new scope during the material difference period.

For the two (2) tanks supplying the fuel island, DOE-ID agrees with Fluor Idaho's Alternative (#3), to remove the tanks and utilize the fuel supply trucks instead. This is how fuel is normally supplied to INTEC, Integrated Waste Treatment Unit (IWTU), and the Radioactive Waste Management Complex (RWMC).

For the diesel tank supplying the emergency generator, DOE-ID recommends Alternative (#2) to upgrade/refurbish the existing UST. The existing diesel tank is nineteen (19) years old with an estimated service life of thirty (30) years. Refurbishing the tank is less costly than replacing it.

Fluor Idaho’s recommended alternative to remove the UST and replace it with an aboveground tank is deemed unnecessary given it has at least eleven (11) years of useful life remaining.

Therefore, Fluor Idaho is directed to prepare a detailed cost and schedule estimate for the alternatives described above. This cost estimate is subject to Section B.19, *Cost Estimates* (Out of Scope). Per contract clause H.13(d)(3), “Integrated Work Control Systems and Reporting Requirements” (July 2012), the estimate is due within thirty (30) days of the initial kick-off meeting between DOE-ID and Fluor Idaho. The cost and schedule estimate shall comply with all applicable terms of the contract including, but not limited to, Section B.15, *Advance Understanding – Changes to Cost and Fee*, and Section I.101, 52-243-6, *Change Order Accounting* (Apr 1984).

In an effort to meet the October 13, 2018 deadline, Fluor Idaho is authorized an NTE of \$15,000 in direct costs to begin the preliminary planning based on the above alternatives. This work will be funded under CLIN-1, PBS 14. This unilateral change order is issued pursuant to contract clauses B.15, *Advance Understanding – Changes to Cost and Fee* and I.100 52.243-2 *Changes – Cost Reimbursement* (Aug 1987) – *Alt II and III* (Apr 1984). An SF30 is forthcoming per FAR 43.201.

Once negotiations are finalized, the contract will be revised accordingly as part of the definitized modification. The NTE does not include fee or the overhead allocations from CLIN-1. Notwithstanding, Fluor Idaho shall invoice fully burdened costs. The NTE is subject to Section B.12, *Obligation and Availability of Funds*.

The definitization schedule is as follows:

<u>Deliverable</u>	<u>Due Date</u>
Cost Estimate	30 days within the initial kick-off meeting
Start of Negotiations	30 days within receipt of the cost estimate
Definitization Modification	Immediately upon settlement of negotiation*

\*The negotiation schedule must provide for definitization of the contract within 180 days after the date of the undefinitized contracting action or before completion of 40 percent of the work to be performed, whichever occurs first.

If you have any questions, please contact me at 526-8600.

Sincerely,

Maria M. Mitchell-Williams, Contracting Officer  
Contract Management Division

cc: Fred P. Hughes, Fluor Idaho  
ICP Correspondence Control