

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 0078	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. 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.)

DUNS Number: 968795604

The purpose of this modification is to incorporate work scope at CLIN-1; revise the Contractor's Corporate Board of Directors; and revise Section J-2, Deliverable 31 for FY18 only. 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.

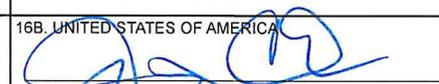
Payment:

OR for Idaho

U.S. Department of Energy  
Oak Ridge Financial Service Center  
P.O. Box 6017  
Oak Ridge TN 37831

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 	16B. UNITED STATES OF AMERICA 
15C. DATE SIGNED 4/20/18	16C. DATE SIGNED 4.20.18

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EM0004083/0078

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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>FOB: Destination 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: \$1,506,208,090.00 Incrementally Funded Amount: \$850,019,984.33</p> <p>CLIN-1 Target ICP Core DOE Mission Work Scope (Base) is revised to incorporate upgrades to the land mobile radio system. The Direct Target Cost is increased by \$786,088 and the Max Fee is increased by \$101,799 for an increase to the Total Contract Value of \$887,887.</p>				1,506,208,090.00

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)*. This bilateral contract modification incorporates work scope in CLIN-1 for upgrades to the land mobile radio system; revises the Fluor Idaho Corporate Board of Directors information per the Contractor's request; and revises Deliverable 31 at Section J-2 for FY18 only.

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 is increased from \$807,750,224 by \$786,088 to \$808,536,312.

The Indirect Target Cost is unchanged at \$259,865,377.

The Total Target Cost is increased by \$786,088 from \$1,067,615,601 to \$1,068,401,689.

The Cost Incentive (Target) is increased by \$38,912 from \$18,610,803 to \$18,649,715.

The Cost Incentive (Maximum) is increased by \$101,799 from \$48,688,869 to \$48,790,668. The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly increased by \$101,799 from \$138,256,220 to \$138,358,019.

Summary:

The Total Contract Value, including options, is increased by \$887,887 from \$1,626,483,097 to \$1,627,370,984.

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)	808,536,312	138,358,019		1,206,759,708
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	259,865,377			
	1,068,401,689			
<b>Target Fee</b>			<b>52,885,884</b>	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		89,567,351		
Subtotal Incremental Cost Incentive Fee		48,790,668		
Cost Incentive Breakout				
Cost Incentive (Max)		48,790,668		12.95%
Cost Incentive (Target)			18,649,715	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 (IWTU) 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
	1,348,380,248	157,827,842	55,220,423	1,506,208,090
<b><u>Total Contract Cost (Includes Options)</u></b>				
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
<b>00001j - Liquid Waste Facility Closure (C.6.3.1)</b>				
<b>Total Options</b>	<b>107,271,265</b>	<b>13,891,629</b>	<b>5,309,928</b>	<b>121,162,894</b>
<b>Total Contract Cost (Includes Options) and Max Fee</b>	<b>1,455,651,513</b>	<b>171,719,471</b>	<b>60,530,351</b>	<b>1,627,370,984</b>
<b><u>Contract Performance Ceiling (B.6)</u></b>				
Contract Performance Ceiling	1,291,752,776			

**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 \$887,887 from \$1,290,864,889 to \$1,291,752,776.

**3. SECTION H.28 DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (OCT 2014)** is revised per the Contractor’s notification email from Thomas M. Williams to Maria M. Mitchell-Williams, Subject: Corporate Board Changes, dated March 28, 2018. The Fluor Idaho 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	(ph) 703-387-4840 (fax) 703-387-4829	<a href="mailto:Greg.Meyer@fluor.com">Greg.Meyer@fluor.com</a>	Susie Fisher 703-351-1298 (Office) <a href="mailto:Susie.e.Fisher@fluor.com">Susie.e.Fisher@fluor.com</a>
Eric Best	Member	Fluor Government Group, Chief Financial Officer	100 Fluor Daniel Drive C206A Greenville, SC 29607	(ph) 864-281-4670 (fax) 864-676-7250	<a href="mailto:Eric.Best@fluor.com">Eric.Best@fluor.com</a>	Lisa Labas 864-281-5097 (Office) <a href="mailto:Lisa.Labas@fluor.com">Lisa.Labas@fluor.com</a>
Stuart MacVean	Member	Fluor Government Group, VP, Environmental/Nuclear Business Line	100 Fluor Daniel Drive C205A Greenville, SC 29607	(ph) 803-335-7391 (fax) 864-281-6011	<a href="mailto:Stuart.macvean@fluor.com">Stuart.macvean@fluor.com</a>	Sheila W. Bartlett 803-982-5686 <a href="mailto:sheila.bartlett@srs.gov">sheila.bartlett@srs.gov</a>
Jay Britten	Member	Waste Control Specialists, LLC, Vice President of Operations	5430 LBJ Freeway Suite 1700 Dallas, TX 75240	(ph) 432-525-8612 (fax) 432-525-8902	<a href="mailto:jbritten@wctexas.com">jbritten@wctexas.com</a>	Paula Madrid 432-525-8688 (Office) <a href="mailto:pmadrid@wctexas.com">pmadrid@wctexas.com</a>
Karen Wiemelt	Member	JEC North American Nuclear	9191 S. Jamaica Street Englewood, CO 801122	(ph) 720-286-5435 (cell) 303-994-6329	<a href="mailto:Karen.Wiemelt@ch2m.com">Karen.Wiemelt@ch2m.com</a>	Lori Mollenkopf 720-286-2063 <a href="mailto:lori.mollenkopf@ch2m.com">lori.mollenkopf@ch2m.com</a>
Brad Frazee	Member	North Wind Group, Chief Operating Officer	1425 Higham Street Idaho Falls, ID 83402	(ph) 208-520-9429 (fax) 208-528-8718	<a href="mailto:bfrazee@northwindgrp.com">bfrazee@northwindgrp.com</a>	
Roy McKinney	Member	Portage	1075 S. Utah Avenue Idaho Falls, ID 83402	505-715-0138	<a href="mailto:rmckinney@northwindgrp.com">rmckinney@northwindgrp.com</a>	Debbie Morgan 208-557-7813 <a href="mailto:dmorgan@northwindgrp.com">dmorgan@northwindgrp.com</a>

**4. In accordance with DOE Letter AS-CMD-ICP/Fluor18-020** and DOE EM-HQ guidance “Office of Environmental Management Fiscal Year 2018 Integrated Safety Management System and Quality Assurance Effectiveness Review Declaration Guidance,” Section J-2, Deliverable 31 is revised for the FY18 submittal. For future Annual ISMS Declaration Reports, the “Frequency/timing” shall remain as stated in the contract:

“within 30 days following the end of each Government fiscal year”

**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 an increase of \$887,887 (direct cost of \$786,088 and max fee of \$101,799).

No other changes to the contract terms and conditions.