

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0088	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	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Section I.100 Changes--Cost Reimbursement (Aug 1987) Alt II and III (Apr 1984)
	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

This equitable adjustment is considered to be in addition to the \$381M funding level for FY18. A funding modification to support this action is forthcoming. 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) <i>Thomas M. Williams</i> Director Prime Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Maria M. Mitchell-Williams
15B. CONTRACTOR/OFFEROR <i>Thomas M. Williams</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA <i>MM Mitchell-Williams</i> (Signature of Contracting Officer)
15C. DATE SIGNED 6/6/18	16C. DATE SIGNED 6.6.18

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0088

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	<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: \$1,432,148,325.00 Incrementally Funded Amount: \$899,422,592.89</p> <p>The Total Contract Value is increased by \$1,358,164 from \$1,551,953,055 to \$1,553,311,219. See continuation pages below for details.</p>				1,432,148,325.00

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 revises work scope in CLIN-1 Section C.6.3.1 Removal, Treatment, and Disposal of Nitric Acid from Tank System VES-NCR-171. In addition, the Schedule Milestone table under section B.3(d) is revised to incorporate changes made under modification 81 for the SNF Replan. The table was inadvertently left out, therefore, this is an administrative change only and does not change the terms and conditions of modification 81.

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 by \$1,202,447 from \$738,753,660 to \$739,956,107.

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

The Total Target Cost is increased by \$1,202,447 from \$998,619,037 to \$999,821,484.

The Cost Incentive (Target) is increased by \$59,521 from \$17,243,887 to \$17,303,408.

The Cost Incentive (Maximum) is increased by \$155,717 from \$45,112,795 to \$45,268,512. The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly increased by \$155,717 from \$129,321,165 to \$129,476,882.

Summary:

The Total Contract Value, including options, is increased by \$1,358,164 from \$1,551,953,055 to \$1,553,311,219.

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

[Next Page]

B.2(c) Table				
<u>CLIN 00001- TARGET ICP-CORE DOE MISSION WORK (BASE)</u>				
	Target Cost	Max Fee	Target Fee	Total Price
Direct Target Cost w/ ID Spt (No Options Included)	739,956,107	129,476,882		1,129,298,366
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	259,865,377			
	999,821,484			
Target Fee			49,491,163	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		84,208,370		
Subtotal Incremental Cost Incentive Fee		45,268,512		
Cost Incentive Breakout				
Cost Incentive (Max)		45,268,512		12.95%
Cost Incentive (Target)			17,303,408	4.95%
<u>CLIN 00002 - TARGET ICP CORE NNPP PPF WORK SCOPE</u>				
	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	
<u>CLIN 00003 - NON-TARGET ICP CORE WORK SCOPE</u>				
	Estimated Cost	Fee		Total Price
Total Non-Target Work Scope (See Contracting Officer for Breakout)	28,152,372	1,503,390		29,655,762
<u>CLIN 00004- CONTRACT TRANSITION PERIOD</u>				
Transition	6,811,889	0		6,811,889
<u>CLIN 00005 - DEFINED BENEFIT PENSION PLAN COSTS</u>				
Pension	70,900,000	0		70,900,000
<u>CLIN 00006 INTEGRATED WASTE TREATMENT UNIT (IWTU) OPERATIONS AND TURNOVER</u>				
	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
<u>Total Contract Cost (Excluding Options)</u>				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,283,041,184	149,107,141	51,825,703	1,432,148,325
<u>Total Contract Cost (Includes Options)</u>				
	Target Cost	Max Fee	Target Fee	Total Price
Priced Options				
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	1,390,312,449	162,998,770	57,135,631	1,553,311,219
<u>Contract Performance Ceiling (B.6)</u>				
Contract Performance Ceiling	1,217,532,575			

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 \$1,358,164 from \$1,216,174,411 to \$1,217,532,575.

3. SECTION C.6.3.1 Removal, Treatment, and Disposal of Nitric Acid from Tank System VES-NCR-171 is added to include the following paragraph:

The Contractor shall remove, treat, and dispose of all of the 12 Molar nitric acid currently stored in Hazardous Waste Management Act (HWMA)/Resource Conversation and Recovery Act (RCRA) permitted tank VES-NCR-171, including the treatment and disposal of any waste generated during this process.

4. SECTION B.3 (d) Schedule Milestones, Annual Milestones and Performance Incentive Fee for CLIN 00001, is revised to include the changes incorporated by modification number 081 for Schedule Milestone (SM) 5 and SM-6 as follows:

Schedule Milestones	Early Date	Min Fee Date	Max Fee	Min Fee
SM-1 Complete the Final Design Document for the SD	12/31/2019	4/30/2020	876,093	0
SM-2 Complete CH-TRU Retrieval in TSA-RE	5/31/2017	8/31/2017	1,971,210	0
SM-3 Complete treatment of RH TRU Lots 1 - 9	8/31/2016	9/30/2016	2,190,234	0
SM-4 Complete RCRA Closure on INTEC Tank Farm Facility			0	0
SM-5 Complete 1,840 EBR II Bottle Placements	N/A	5/31/2021	3,840,000	0
SM-6 Complete Placement of 1,000 ATR Elements	N/A	5/31/2021	2,190,234	0
Subtotal Schedule Milestones			11,067,771	0
Annual Milestones			Max Fee	Target Fee
AM-1 CH Meters³ Ready to be Shipped	Total Contract Fee		24,530,617	9,376,568
Total amount of cubic meter of ISA (CH-TRU and MLLW waste to be certified and shipped)				10,300
Fee per unit at associated Annual Quantity (Fee Step / T	\$2,381.61	\$910.35	\$827.58	\$459.77
Annual Quantity (Cubic Meters)	> than 5,000	4,000 - 4,999	2,000 - 3,999	0 - 1,999
AM-2 Acres Exhumed (measured by acre)			14,893,589	5,692,916
Total acreage to be exhumed				1.55
Fee per unit at associated Annual Quantity (Fee Step / T	\$9,608,767	\$3,672,849	\$3,338,953	\$1,854,974
Annual Quantity (Acres)	> than .50	.40 -.49	.25 - .39	0.0 - .24
AM-3 MLLW and LLW Disposition		2,628,280		
AM-4 CH/RH TRU Waste Certified Backlog		657,070		
Subtotal Schedule		42,709,556		
Performance Incentive		No Sliding Scale		
P-1 Process and ship all CH/RH TRU out of Idaho	12/31/2018	11,389,215		
P-2 Complete exhumation of all buried waste & phase	8/30/2020	8,322,888		
P-3 Critical Failures	N/A	8,760,935		
P-4 RH TRU Waste Disposition		1,958,005		
Subtotal Performance Incentive		30,431,043		
Total Milestone/Performance Fee			84,208,370	

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 \$1,358,164 (direct cost of \$1,202,447 and max fee of \$155,717).

No other changes to the contract terms and conditions.