

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 0259	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Idaho Operations Office Idaho Operations U.S. Department of Energy Idaho Operations Idaho Falls ID 89415	CODE 892432	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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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 data, 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) - Alternate 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

The purpose of this modification is to add scope to CLIN-3 Non-Target Work Scope. See the attached Continuation Pages incorporated as part of this modification.

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 09/30/2021

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) Director Prime Contract		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jennifer K. Cate	
15B. CONTRACTOR/OFFEROR <i>Thomas M Williams</i> (Signature of person authorized to sign)	15C. DATE SIGNED 05/17/2021	16B. UNITED STATES OF AMERICA Jennifer K. Cate <small>Digitally signed by Jennifer K. Cate Date: 2021.05.17 07:24:52 -0600</small> (Signature of Contracting Officer)	16C. DATE SIGNED 5/17/2021

Previous edition unusable

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EM0004083/0259

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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>Change Item 00001 to read as follows (amount shown is the total amount):</p> <p>Target ICP-Core DOE Mission Work</p> <p>Line item value is: \$2,227,431,859.19 Incrementally Funded Amount: \$2,227,372,465.19</p> <p>This modification increases the Total Contract Value by \$59,394 from \$2,209,116,628 to \$2,209,176,022.</p>				2,227,431,859.19

This modification is being made under the authority of contract clause Section I.100, *Changes – Cost Reimbursement (AUG 1987) - Alternate II and III (APR 1984)*. This bilateral contract modification revises CLIN-3 Non-Target Work Scope and updates Section J, Attachment 1 – List B as detailed below.

The following changes are hereby made to the contract:

**1. SECTION B.21 ESTIMATED COST AND FEE SCHEDULE is revised as follows:**

CLIN-3: Non-Target Work Scope is revised:

The estimated cost for CLIN-3 is increased by \$56,593 from \$30,337,257 to \$30,393,850.

The fixed fee under CLIN-3 is increased by \$2,801 from \$1,191,794 to \$1,194,595.

Summary:

The Total Contract Value, including options, is increased by \$59,394 from \$2,209,116,628 to \$2,209,176,022.

The B.21 Tables are updated as follows:

B.21 ESTIMATED COST AND FEE SCHEDULE							
Performance Period	March 25 - December 31, 2020		January 1 - May 31, 2021		June 1 - September 30, 2021		Total Fee
CLINs	Actual Costs	Fee	Estimated Costs	Fee	Estimated Costs	Fee	Mod 253
CLIN 000001	\$ 164,056,121	\$ 7,500,000	\$ 89,863,502	\$ 6,579,063	\$ 72,103,642	\$ 5,512,335	\$ 19,591,398
Indirects (POH, G&A)	\$ 65,179,815		\$ 39,332,186		\$ 26,587,648		
CLIN 000002	\$ 91,544	\$ 5,000	\$ 165,677	\$ 8,437	\$ 51,278	\$ 2,864	\$ 16,301
CLIN 000003	\$ 8,005,460	\$ 300,000	\$ 18,919,221	\$ 701,187	\$ 3,469,170	\$ 193,408	\$ 1,194,595
CLIN 000004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLIN 000005	\$ 20,922,437	\$ -	\$ 12,478,482	\$ -	\$ 8,410,991	\$ -	\$ -
CLIN 000006	\$ 60,868,480	\$ 2,000,000	\$ 29,096,206	\$ 1,481,673	\$ 17,328,470	\$ 967,870	\$ 4,449,543
Performance Incentive*		\$ 6,000,000		\$ 8,770,359		\$ 1,000,000	\$ 15,770,359
<b>TOTAL (Burdened)</b>	<b>\$ 319,123,856</b>	<b>\$ 15,805,000</b>	<b>\$ 189,855,274</b>	<b>\$ 17,540,719</b>	<b>\$ 127,951,198</b>	<b>\$ 7,676,477</b>	<b>\$ 41,022,196</b>

\*Performance Incentive in accordance with B.22

Period of Performance	Total Estimated Cost	Total Estimated Fee	Total Contract Value
6/1/2016-3/24/2020 (Original)	\$ 1,454,569,218	\$ 76,654,281	\$ 1,531,223,499
3/25/2020-9/30/2021 (Modified)	\$ 636,930,328	\$ 41,022,196	\$ 677,952,523
6/1/2016-9/30/2021 (Total)	\$ 2,091,499,545	\$ 117,676,477	\$ 2,209,176,022

**2. SECTION C.7.7.1 Naval Reactors Facility Infrastructure Electrical Capacity Upgrade is added as follows:**

The Contractor shall modify the existing electrical power design for the NRF D&D Infrastructure to expand the electrical capacity, including procurement and installation of a medium voltage switch, a 1000 kVA transformer (previously 500 kVA), and 480V panelboards. Also included are modifications to the previously proposed reinforced concrete conduit duct bank (previously 2 conduits high by 2 conduits wide, now revised to a “modified” 3 conduits high x 3 conduits wide configuration with conduit stub-outs 70 feet and 130 feet

south of the main electrical vault for future use by NRF). These upgrades will provide extra capacity for future growth at NRF expected 15-20 years from now.

No other changes to Section C.7.7.

**3. SECTION J – ATTACHMENT J-1 – LIST OF APPLICABLE DOE DIRECTIVES (LIST B)** is revised as follows:

The following Directive has been removed:

**DOE O 435.1 Chg 1** (superseded by DOE O 435.1 Chg 2) Radioactive Waste Management

The following Directive has been added. Per Fluor letter CCN 326601, there is no cost impact for this DOE Order.

**DOE O 435.1 Chg 2** Radioactive Waste Management

A revised Section J-1 List B is hereby incorporated and included as an attachment to this modification 259.

**4. CONTRACTOR'S STATEMENT OF RELEASE:** In consideration of the modification agreed to herein as a complete equitable adjustment for the directed changed 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-3 is \$59,394.

No other changes to the contract terms and conditions.