AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0111	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE 892432 Idaho Operations Office Idaho Operations U.S. Department of Energy Idaho Operations Idaho Falls ID 89415		7. ADMINISTERED BY (If other than Item 6) CODE 00701 Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue MS 1221 Idaho Falls ID 83415	
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) X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0004083 10B. DATED (SEE ITEM 13) 02/04/2016	
CODE 968795604	FACILITY CODE		

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: I.100 52.243-2 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

The purpose of this modification is to incorporate a change specific to CLIN-1, C.7.0 SNF Management. 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) Aaron Nebeker	
15B. CONTRACTOR/OFFEROR [signature] (Signature of person authorized to sign)	15C. DATE SIGNED 12/20/18	16B. UNITED STATES OF AMERICA Aaron Nebeker (Signature of Contracting Officer)	16C. DATE SIGNED 12/31/18

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
FLUOR IDAHO, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination Period of Performance: 06/01/2016 to 05/31/2021 Change Item 00001 to read as follows(amount shown is the total amount):				
00001	Target ICP-Core DOE Mission Work Line item value is: $1,435,727,202.00 Incrementally Funded Amount: $1,175,166,822.19 This modification incorporates a change specific to CLIN-1, Section C.7.0 SNF Management. The total contract Value (including options) is increased by $412,818 from $1,556,477,279 to $1,556,890,097. See continuation pages below for further details.				1,435,727,202.00

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 definitizes the an equitable adjustment to increase the contract estimated cost and fee under CLIN-3 for new work scope associated with Materials Test Reactor (MTR) Canister Retrieval as revised in Section C.7.0 SNF Management (DOE letter AS-CMD-0ICP/Fluor-18-104, dated August 29, 2018). In addition, this modification reduces scope under CLIN-1 for work that will not get accomplished while completing the MTR work scope.

The following changes are hereby made to the contract:

1. SECTION B.2 CONTRACT COST AND FEE SCHEDULE is revised as follows:

<u>CLIN-1: Target ICP Core DOE Mission Work Scope (Base)</u> is revised to incorporate the change stated above.

The Direct Target Cost is decreased by $693,220 from $736,527,081 to $735,833,861.

The Indirect Target Cost remains unchanged at $260,018,076.

The Total Target Cost is decreased by $693,220 from $996,545,157 to $995,851,937.

The Cost Incentive (Target) is decreased by $34,314 from $17,141,230 to $17,106,916.

The Cost Incentive (Maximum) is decreased by $89,772 from $44,844,228 to $44,754,456. The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly decreased by $89,772 from $129,052,598 to $128,962,826.

The overall value of Schedule Milestone – 5 (SM-5) and SM-6 remains unchanged. However, the following changes were made to Schedule Milestone – 5 (SM-5) and Schedule Milestone – 6 (SM-6):

- SM-5 bottles is reduced by 192 from 1840 to 1648.
- SM-6 receipts is reduced by 48 from 1,000 to 952.

<u>CLIN-3: Non-Target work scope</u> is revised as follows:

The estimated direct cost for this scope is increased by $1,087,100 from $28,152,372 to $29,239,472.

The estimated fee for this scope is increased by $108,710 from $1,503,391 to $1,612,101

- 100% fee will be paid if the MTR work is completed (i.e. when the NAC-LWT cask is loaded and ready to ship to MFC) on or before May 31, 2019. Each day late results in a $906 day reduction in fee. Minimum fee is set at 5% or $54,355. See table below:

Max Fee (10%)	Completion Date	Day For Day Reduction (60 days)	Min Fee (5%)
$ 108,710	May 31, 2019	$ 906	$ 54,355

*NOTE: In order to ensure the NAC-LWT cask is loaded and ready to ship to MFC on or before May 31, 2019, Fluor Idaho will need the NAC-LWT cask delivered to INTEC no later than May 1, 2019. If the cask is delivered later than this, DOE will recognize a day-for-day extension to the due date (i.e. if the cask is delivered on May 5, 2019 (4 days late), the adjusted due date will be June 4, 2019).

Summary:

The Total Contract Value, including options, is increased by $412,818 from $1,556,477,279 to $1,556,890,097.

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

[Next page]

B.2(c) Table				
CLIN 00001- TARGET ICP-CORE DOE MISSION WORK (BASE)				
	Target Cost	Max Fee	Target Fee	Total Price
Direct Target Cost w/ ID Spt (No Options Included)	735,833,861	128,962,826		1,124,814,763
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	260,018,076			
	995,851,937			
Target Fee			49,294,671	
Subtotal Milestone-Shedule & Performance Fee (B.3(d))		84,208,370		
Subtotal Incremental Cost Incentive Fee		44,754,456		
Cost Incentive Breakout				
Cost Incentive (Max)		44,754,456		12.95%
Cost Incentive (Target)			17,106,916	4.95%
CLIN 00002 - TARGET ICP CORE NNPP PPF WORK SCOPE				
	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-Shedule & Performance		5,136,375	1,963,325	
Cost Incentive (Max)		971,158	371,215	
CLIN 00003 - NON-TARGET ICP CORE WORK SCOPE				
	Estimated Cost	Fee		Total Price
Total Non-Target Work Scope (See Contracting Officer for Breakout)	29,239,472	1,612,101		30,851,573
CLIN 00004- CONTRACT TRANSITION PERIOD				
Transition	6,811,889	0		6,811,889
CLIN 00005 - DEFINED BENEFIT PENSION PLAN COSTS				
Pension	70,900,000	0		70,900,000
CLIN 00006 INTEGRATED WASTE TREATMENT UNIT (IWTU) OPERATIONS AND TURNOVER				
	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)	73,419,915	5,523,919		$ 78,943,834
Total (Excluding C.6.1 IWTU Ops)	**$ 92,751,763**	**$ 6,480,845**		**$ 99,232,608**
Total Contract Cost (Excluding Options)				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,287,025,407	148,701,796	51,629,210	1,435,727,203
Total Contract Cost (Includes Options)				
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
Total Options	107,271,265	13,891,629	5,309,928	121,162,894
Total Contract Cost (Includes Options) and Max Fee	1,394,296,672	162,593,425	56,939,138	1,556,890,098
Contract Performance Ceiling (B.6)				
Contract Performance Ceiling	1,214,136,072			
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 $304,108 from $1,213,831,964 to $1,214,136,072.

3. **ATTACHMENT A - POH TRACKING TOOL** has been updated to include the changes as a result of this modification and is incorporated as part of this modification.

4. **SECTION 7.0 SNF MANAGEMENT** is revised as follows:

   - See attached Performance Work Statement.

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 is an increase to the overall contract of $412,818. (CLIN-1 is a decrease of $782,992 (Target cost of ($693,220) and max fee of ($89,772). CLIN-3 is an increase of $1,195,810 (estimated cost of $1,087,100 and fee of $108,710)).

No other changes to the contract terms and conditions.