

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 0269	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 revise work scope under Sections C.5.1.08, C.6.1.10, C.6.5.05, and C.7.2. See the 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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Aaron Nebeker	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		Signature on File	09/09/21
		_____ (Signature of Contracting Officer)	

Previous edition unusable

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EM0004083/0269

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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: \$2,282,354,321.52 Incrementally Funded Amount: \$2,282,002,075.52</p> <p>This modification increases the Total Contract Value (including options) by \$352,246 from \$2,211,167,582 to \$2,211,519,828.</p>				2,282,354,321.52

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 the work scope under Sections C.5.2 Buried Waste Exhumation, C.6.1.10 Integrated Waste Treatment Unit (IWTU) Phase 3/4, Facility Modifications, Confirmatory Demonstration Run, System Performance Tests, and the Startup of Radioactive Operations, C.6.5.05 Cold Crucible and C.7.2 NRC Licensed SNF Storage Facilities as detailed below

The following changes are hereby made to the contract:

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

CLIN-1: Target ICP Core DOE Mission Work Scope (Base) is revised:

The CLIN-1 estimated costs are increased by \$146,685 from \$72,194,490 to \$72,341,175.

The CLIN-1 indirect costs are increased by \$74,102 from \$26,587,648 to \$26,661,750.

The CLIN-1 fee is increased by \$11,236 from \$5,516,832 to \$5,528,068.

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

The CLIN-3 estimated costs are increased by \$43,418 from \$5,275,949 to \$5,319,367.

The CLIN-3 fee is increased by \$2,605 from \$282,844 to \$285,449.

CLIN-6: Integrated Waste Treatment Unit (IWTU) Operations and Turnover is revised:

The CLIN-6 estimated costs are increased by \$70,000 from \$17,328,470 to \$17,398,470.

The CLIN-6 fixed fee is increased by \$4,200 from \$967,870 to \$972,070.

Summary:

The Total Contract Value, including options, is increased by \$352,246 from \$2,211,167,582 to \$2,211,519,828.

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	\$ 72,341,175	\$ 5,528,068	\$ 19,607,131
Indirects (POH, G&A)	\$ 65,179,815		\$ 39,332,186		\$ 26,661,750		
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	\$ 5,319,367	\$ 285,449	\$ 1,286,636
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	\$ 17,398,470	\$ 972,070	\$ 4,453,743
Performance Incentive*		\$ 6,000,000		\$ 8,770,359		\$ 1,000,000	\$ 15,770,359
<b>TOTAL (Burdened Costs)</b>	<b>\$ 319,123,856</b>	<b>\$ 15,805,000</b>	<b>\$ 189,855,274</b>	<b>\$ 17,540,719</b>	<b>\$ 130,183,030</b>	<b>\$ 7,788,451</b>	<b>\$ 41,134,170</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)	\$ 639,162,160	\$ 41,134,170	\$ 680,296,329
<b>6/1/2016-9/30/2021 (Total)</b>	<b>\$ 2,093,731,377</b>	<b>\$ 117,788,451</b>	<b>\$ 2,211,519,828</b>

**2. SECTION C.5.2 Buried Waste Exhumation**, is revised to include the following work scope:

The Contractor shall procure secondary waste containers (boxes) and shift the disposal path for MLLW from the pit to temporary on-site storage in Type A 90 cu ft boxes to make room for burial of ARP Exhumation equipment at the completion of ARP Exhumation.

*Based on this change, the CLIN-1 Direct Target Cost is increased by \$187,268, and the Indirect Target Cost is increased by \$53,303. The corresponding fixed fee is increased by \$11,236.*

No other changes to Section C.5.2.

**3. SECTION C.6.1.10 Integrated Waste Treatment Unit (IWTU) Phase 3/4, Facility Modifications, Confirmatory Demonstration Run, System Performance Tests, and the Startup of Radioactive Operations** is revised to include the IWTU alternative fuel work scope as follows:

The Contractor shall commence preparation activities to support a pilot plant run of the 18-inch Pilot Plant at Hazen Research (18HPP) to test alternative coal(s) which is to occur at the start of FY22. Examples of such work are procuring the necessary coal, size reducing the coal for use in the additive feeder, calibrating instruments, establishing lease/rental agreements for support needed during the run (N2, CO2, etc.), reviewing/commenting on the test plan, and conducting pre-run maintenance of equipment.

*Based on this change, the CLIN-6 estimated direct cost is increased by \$70,000, with a fixed fee of \$4,200. The CLIN-1 Indirect Target Cost is increased by \$19,925.*

No other changes to Section C.6.1.10.

**4. SECTION C.6.5.05 Cold Crucible** is added to the contract as follows:

The Contractor team with subject matter experts will evaluate the existent literature and experience both within the DOE as well as relevant external information. It is expected that the technology assessment determination will be driven primarily by constraints specific to the waste type (calcine) and facility. This task therefore will focus on identifying the site-specific technology readiness and appropriateness based on a number of system factors, including, for example:

- Vitrification potential of wastes
- Operational constraints
- Physical space requirements
- Product/system mismatch
- Material handling systems/Material Regulations & Repository
- Regulatory compliance and permitting changes
- Product acceptance
- Facility safety considerations
- Off-gas handling and system components
- Flow-sheet adaptability

The assessment will also be used to identify missing or critical information, data, performance criteria, etc. needed to achieve validation and system adequacy. This task will assess the feasibility and appropriateness of the technology for the specific site application, the potential extent of the regulatory and design challenges, and evaluation of the ability to deploy within the treatment needs the site. This assessment should be sufficient for DOE-EM to make a go/no-go decision to carry out further work on the technology (proceeding to Task 2) to proceed with critical decisions and planning.

Deliverables:

- Draft Report: Technology Assessment – Appropriateness and Readiness of Cold Crucible Vitrification of HLW Calcine Solids at the Idaho Site.
- Monthly reports on task progress, conference calls, and integration of project activities between ICP and SRS as required.

*Based on this change, the CLIN-3 estimated cost is increased by \$43,418 with a fixed fee of \$2,605. The CLIN-1 Indirect Cost is increased by \$12,359.*

No other changes to Section C.6.5.05.

**5. SECTION C.7.2 NRC Licensed SNF Storage Facilities** is revised to remove the following items from the Fort St. Vrain workstations work scope:

- Prepare and Install the network printer at Fort St. Vrain, Colorado; and
- Provide 2 months of customer support.

*Based on this change, the CLIN-1 Direct Target Cost is decreased by \$40,583 and the Indirect Target Cost is decreased by \$11,552.*

No other changes to Section C.7.2.

- 6. 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 is \$352,246.

No other changes to the contract terms and conditions.