

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0277	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 Section C.3.1. Please refer to 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 12/31/2021

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 10/19/2021	16B. UNITED STATES OF AMERICA JENNIFER CATE <small>Digitally signed by JENNIFER CATE Date: 2021.10.19 16:31:29 -0600</small> (Signature of Contracting Officer)	16C. DATE SIGNED 10/19/2021

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0277

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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: \$2,401,562,684.52 Incrementally Funded Amount: \$2,299,945,975.65</p> <p>The Total Contract Value is increased by \$325,834 from \$2,323,294,900 to \$2,323,620,734.</p>				2,401,562,684.52

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.3.1 EM Facility Infrastructure 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 \$249,292 from \$124,972,215 to \$125,221,507.

The CLIN-1 indirect costs are increased by \$61,584 from \$52,290,949 to \$52,352,533.

The CLIN-1 fee is increased by \$14,958 from \$9,042,971 to \$9,057,929.

Summary:

The Total Contract Value, including options, is increased by \$325,834 from \$2,323,294,900 to \$2,323,620,734 (due to rounding).

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		October 1 - December 31, 2021	
CLINs	Actual Costs	Fee	Estimated Costs	Fee	Estimated Costs	Fee	Estimated Costs	Fee
CLIN 000001	\$ 164,056,121	\$ 7,500,000	\$ 89,863,502	\$ 6,592,499	\$ 72,341,175	\$ 5,528,068	\$ 52,880,332	\$ 3,529,861
Indirects (POH, G&A)	\$ 65,179,815		\$ 39,332,186		\$ 29,095,693		\$ 17,728,607	
CLIN 000002	\$ 91,544	\$ 5,000	\$ 165,677	\$ 8,437	\$ 51,278	\$ 2,864	\$ 21,903	\$ 1,095
CLIN 000003	\$ 8,005,460	\$ 300,000	\$ 18,919,221	\$ 701,187	\$ 13,870,327	\$ 798,507	\$ 3,482,977	\$ 174,149
CLIN 000004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CLIN 000005	\$ 20,922,437	\$ -	\$ 12,478,482	\$ -	\$ 8,410,991	\$ -	\$ 5,528,233	
CLIN 000006	\$ 60,868,480	\$ 2,000,000	\$ 29,096,206	\$ 1,481,673	\$ 17,398,470	\$ 972,070	\$ 15,582,789	\$ 779,139
Performance Incentive*		\$ 6,000,000		\$ 8,770,359		\$ 1,000,000		\$ 893,857
TOTAL (Burdened Costs)	\$ 319,123,856	\$ 15,805,000	\$ 189,855,274	\$ 17,554,155	\$ 141,167,933	\$ 8,301,509	\$ 95,224,842	\$ 5,378,102

*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	\$ 76,640,844	\$ 1,531,210,062
3/25/2020-9/30/2021 (Modified)	\$ 650,147,063	\$ 41,660,664	\$ 691,807,727
10/1/2021-12/31/2021 (Extension)	\$ 95,224,842	\$ 5,378,102	\$ 100,602,944
6/1/2016 12/31/2021 (Total)	\$ 2,199,941,122	\$ 123,679,611	\$ 2,323,620,733

2. SECTION C.3.1.03 AMWTP Sewage Lagoon Fencing is added as follows:

The Contractor shall build a fence around the AMWTP sewage ponds to prevent further damage:

- A. Eight (8) foot tall woven wire “Elk Fence”, 2,707 feet in length, surrounding four ponds
- B. 12-foot cattle guard with wings

No other changes to Section C.3.1.

3. 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 \$325,834.

No other changes to the contract terms and conditions.