

**Fluor Idaho, LLC**

**CONTRACT NO. DE-EM0004083**

**Coronavirus Disease 2019 (COVID-19) Pandemic  
Advance Agreement (Revision 11)  
Per FAR 31.109**

**CO Letter CLN200890  
March 25, 2020**

**ORIGINAL – April 13, 2020 (Mod 186)  
REVISION 1 – May 20, 2020 (Mod 192)  
REVISION 2 – June 24, 2020 (Mod 197)  
REVISION 3 – July 29, 2020 (Mod 204)  
REVISION 4 – August 27, 2020 (Mod 213)  
REVISION 5 – September 30, 2020 (Mod 227)  
REVISION 6 – October 14, 2020 (Mod 230)  
REVISION 7 – October 29, 2020 (Mod 235)  
REVISION 8 – December 16, 2020 (Mod 245)  
REVISION 9 – January 7, 2021 (Mod 247)  
REVISION 10 – January 26, 2021 (Mod 250)  
REVISION 11 – March 5, 2021 (Mod 253)**

**Fluor Idaho, LLC  
Advance Agreement  
COVID-19 Partial Stop Work Order**

References:

1. Program Manager letter dated March 16, 2020, CCN324940, Contract No. DE-EM0004083 - Waiver of Requirements of MCP-32, Training Extensions, Exceptions, and Exemptions
2. Connie M Flohr email dated March 16, 2020, RE: CCN 324940 - Contract No. DE-EM0004083 - Waiver of Requirements of MCP-32, Training Extensions, Exceptions, and Exemptions
3. Office of Management and Budget, Executive Office of the President memo dated March 20, 2020, Managing Federal Contract Performance Issues Associated with the Novel Coronavirus (COVID-19)
4. Contracting Officer letter dated March 20, 2020, CCN325006, Department of Energy, Idaho Operations Office Approval to Expand Use of Approved Leave for COVID-19 (CLN200861)
5. Contracting Officer letter dated March 25, 2020, CCN325007, Partial Stop Work Order with Fluor Idaho, LLC's Essential Mission Critical Operations COVID-19 Plan (CLN200890) (non-portable work only)
6. Fluor Idaho Employee Expectations signed March 30, 2020
7. Memorandum of Agreement Between Fluor Idaho, LLC and United Steel Workers Local 652 International union of Operating, Local 302 International Brotherhood of Teamster, Local 983 MOA-04-2020 signed March 30, 2020
8. Contracting Officer letter dated April 1, 2020 Approval of Essential Site Worker Lunches in Response to COVID-19 (CLN200925)
9. Contracting Officer letter dated April 21, 2020, CCN325112, Contract DE-EM0004083 – Extension to Partial Stop Work Order in Accordance with Fluor Idaho, LLC's Essential Mission Critical Operations COVID-19 Plan (CLN201028)
10. Contracting Officer letter dated May 1, 2020, CCN325155, Contract DE-EM0004083 - Authorization for Limited Return to Work (CLN201092)
11. Contracting Officer letter dated June 2, 2020, CCN 325268, Contract DE-EM0004083 - Authorization for Phase 2 Operations and Activities in Accordance with Fluor Idaho, LLC's COVID-19 Pandemic Reconstitution Plan, PLN-6070 (CLN201190)
12. Contracting Officer letter dated June 15, 2020, CCN 325339, Contract No. DE-EM0004083 – COVID-19 Pandemic – Extension of Partial Stop Work Order Beyond 90 Days in Accordance with FAR 52.242-15 Stop Work Order – Alt 1 and Fluor Idaho, LLC's COVID-19 Reconstitution Plan, PLN-6070 and Essential Mission Critical Operations COVID-19 Plan (CLN201239)
13. Contracting Officer letter dated July 27, 2020, CCN 325530 Contract No. DE-EM0004083 – COVID-19 Pandemic – Extension of Partial Stop Work Order Beyond 90 Days in Accordance with FAR 52.242-15 Stop Work Order – Alternate 1 and Fluor Idaho, LLC's COVID-19 Reconstitution Plan, PLN-6070 and Essential Mission Critical Operations COVID-19 Plan (CLN201397)
14. Contracting Officer letter dated August 20, 2020, CCN 325656 Contract No. DE-EM0004083 – COVID-19 Pandemic – Extension of Partial Stop Work Order Beyond 90 Days in Accordance with FAR 52.242-15 Stop Work Order – Alternate 1 and Fluor Idaho, LLC's COVID-19 Reconstitution Plan, PLN-6070 and Essential Mission Critical Operations COVID-19 Plan (CLN201494)
15. Contracting Officer letter dated September 30, 2020, CCN 325834 Contract No. DE-EM0004083 – COVID-19 Pandemic – Extension of Partial Stop Work Order Beyond 90 Days in Accordance with FAR 52.242-15 Stop Work Order – Alternate 1 and Fluor Idaho, LLC's COVID-19 Reconstitution Plan, PLN-6070 and Essential Mission Critical Operations COVID-19 Plan (CLN201676)

16. Contracting Officer letter dated September 30, 2020, CCN 325837 Contract No. DE-EM0004083 - CARES Act Section 3610 Expiration and Extension of DOE Order 350.1 Special Leave Authority (CLN201642)
17. Contracting Officer letter dated October 7, 2020, CCN 325870 Contract No. DE-EM0004083 - CARES Act Section 3610 Extension (CLN210024)
18. Contracting Officer letter dated October 29, 2020, CCN 325976 Contract No. DE-EM0004083 - COVID-19 Pandemic – Extension of Partial Stop Work Order Beyond 90 Days in Accordance with FAR 52.242-15 Stop Work Order – Alternate 1 and Fluor Idaho, LLC’s COVID-19 Reconstitution Plan, PLN-6070 and Essential Mission Critical Operations COVID-19 Plan (CLN210111)
19. Contracting Officer letter dated December 11, 2020, CCN 326225 Contract No. DE-EM0004083 - COVID-19 Pandemic – Extension of Partial Stop Work Order Beyond 90 Days in Accordance with FAR 52.242-15 Stop Work Order – Alternate 1 and Fluor Idaho, LLC’s COVID-19 Reconstitution Plan, PLN-6070 and Essential Mission Critical Operations COVID-19 Plan (CLN210320)
20. Contracting Officer letter dated January 5, 2021, CCN 326337, Contract No. DE-EM0004083 – CARES Act Section 3610 Extension (CLN210345)
21. Contracting Officer letter dated January 26, 2021, CCN 326421 Contract No. DE-EM0004083 - COVID-19 Pandemic – Extension of Partial Stop Work Order Beyond 90 Days in Accordance with FAR 52.242-15 Stop Work Order – Alt 1 and Fluor Idaho, LLC’s COVID-19 Reconstitution Plan (CLN210468)
22. Contracting Officer letter dated January 15, 2021, CCN 326393 Contract No. DE-EM0004083 – Intent to Extend the Idaho Cleanup Project Core Contract in Accordance with Contract Clause I.37, FAR 52.217-8 Option to Extend Services Due to the Ongoing Coronavirus Pandemic (COVID-19) (CLN210392)
23. Fluor Idaho, LLC letter dated February 17, 2021, CCN 326503 Contract No. DE-EM0004083 – Request for Equitable Adjustment – Coronavirus Pandemic (COVID-19)

## BACKGROUND

In accordance with the recently passed Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (H.R. 748 / Public Law 116-260),

The full text of the applicable section of the CARES Act is as follows:

### SEC. 3610. FEDERAL CONTRACTOR AUTHORITY.

Notwithstanding any other provision of law, and subject to the availability of appropriations, funds made available to an agency by this Act or any other Act may be used by such agency to modify the terms and conditions of a contract, or other agreement, without consideration, to reimburse at the minimum applicable contract billing rates not to exceed an average of 40 hours per week any paid leave, including sick leave, a contractor provides to keep its employees or subcontractors in a ready state, including to protect the life and safety of Government and contractor personnel, but in no event beyond March 31, 2021. Such authority shall apply only to a contractor whose employees or subcontractors cannot perform work on a site that has been approved by the Federal Government, including a federally-owned or leased facility or site, due to facility closures or other restrictions, and who cannot telework because their job duties cannot be performed remotely during the public health emergency declared on January 31, 2020 for COVID-19: Provided, That the maximum reimbursement authorized by this section shall be reduced by the amount of credit a contractor is allowed pursuant to division G of Public Law 116-127 and any applicable credits a contractor is allowed under this Act.

## 1.0 INTRODUCTION

The coronavirus disease 2019 (COVID-19) pandemic has progressed rapidly and has required contractors to act quickly to the changing demands. As the United States Federal Government is providing continued guidance, Fluor Idaho, LLC is responding accordingly. The DOE-ID Contracting Officer issued a partial stop work order (Essential Mission Critical Operations [EMCO]) on March 25, 2020 and directed that it begin immediately with full implementation by March 31, 2020. As detailed in Reference 9, an extension to the Partial Stop Work Order (PSWO) was issued on April 21, 2020. This extension included an additional 60 calendar days to June 25, 2020. On June 15, 2020, as detailed in Reference 12, the PSWO was extended beyond 90 days to July 30, 2020. A subsequent extension was provided through August 27, 2020 per Reference 13 (July 27, 2020). The PSWO was extended again through September 30, 2020 (Reference 14). On September 30, 2020, a PSWO extension through October 31, 2020 was provided per Reference 15 (September 30, 2020). The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (H.R. 748 / Public Law 116-136) was extended on October 1, 2020 through December 11, 2020, and the Weather and Safety Leave under DOE Order 350.1 Chg 5 Contractor Human Resources Management has been extended through November 30, 2020 in accordance with Reference 16 (September 30, 2020) CLN201676. Per reference 17, the CARES Act continues as the official guidance, regarding use of the special leave authority, until the new end date of December 18, 2020. On December 11, 2020, a PSWO extension through January 31, 2021 was provided per Reference 19. The CARES Act is extended through March 31, 2021 (Reference 20). On January 26, 2021, a PSWO extension through March 31, 2021 was provided per Reference 21. If the CARES Act is not extended past March 31, 2021, further direction will be provided by DOE-ID.

In accordance with FAR.52.242-15 Stop Work (Aug 1989) – Alternate 1 (Apr 1984), this PSWO may be extended beyond 90 days if both parties agree. This Advance Agreement with DOE-ID and Contracting Officer direction (Reference 15) constitutes such agreement. This extended PSWO covers non-portable work activities that cannot be performed in a safe and compliant manner due to Contractor directed quarantining, social distancing, or other COVID-19 related interruptions. Non-portable work activities consist of work activities that cannot be performed in a remote manner (e.g., telework from home). Fluor Idaho’s Reconstitution Plan (PLN-6070) incorporates requirements from the associated Federal plan and will be finalized prior to entering Phase 3 full operations with associated COVID safety protocols and restrictions. The final copy of the PLN-6070 will be officially transmitted to DOE-ID for reference in the Prime Contract DE-EM0004083.

With continued efforts to carefully and methodically resume full operations at the Idaho Cleanup Project, to align with PLN-6070, reconstitute consistent with the Idaho state Stages for reopening, and to conduct work consistent with the local COVID-19 conditions and precautions, the PSWO continues to be evaluated and extended. This allows continued accommodations for positive cases, contact tracing and quarantines, both parties may agree to revise the PSWO end date as needed. Protecting the workforce from being harmed during this uncertain time is a high priority.

The EMCO involves personnel necessary to accomplish work scope identified as critical to the Idaho Cleanup Project (ICP) mission where social distancing measures can be employed effectively. Where practical, and consistent with worker safety, work that continues to make progress against regulatory or customer milestones will continue. Details on the activities allowed during EMCO and other phases of reconstitution are detailed in PLN-6070.

Although this situation continues to evolve, Fluor Idaho, LLC continues to focus on limiting exposure risk to employees to reduce the spread of the virus; minimizing impacts to the ICP mission; ensuring transparent and effective communication with employees, our customer, and stakeholders;

ensuring effective plans to respond to positive case(s) with employees if necessary; and working towards recovering operations once this situation has passed and local, state, and government mandates allow. This Advance Agreement is based on the PSWO issued on March 25, 2020, Reference 5, the Expanded Use of Approved Leave Reference 4, and the CARES Act (P.L. 116-260).

Fluor Idaho, LLC shall ensure policies are in place to prohibit employees from taking both unemployment compensation and paid time off concurrently.

Further, Fluor Idaho, LLC shall track all COVID-19 stand-by time (idle time, unable to telework and deemed non-essential) as a direct cost based on the same charging practices used prior to COVID-19. The following stand-by code exceptions include:

- Employees already out of the workplace on military leave or on short term disability (STD);
- Employees who are activated on military leave or who go on an approved STD claim that is unrelated to COVID-19;
- Employees who apply for and are approved for a Family Medical Leave (FML) covered claim that is unrelated to COVID-19; and
- Employees diagnosed with COVID-19 shift from COVID-19 stand-by time to STD, if applicable.

As directed by Reference 5 and in compliance with References 3 and 4 and Prime Contract No. DE-EM0004083 (Contract), the parties agree as set forth herein in accordance with FAR 31.109 regarding impacts resulting from the COVID-19 pandemic. Fluor Idaho, LLC shall use reasonably available measures to maintain continuity of the current workforce, including staff augmentation subcontractors critical to contract performance continuity as directed by Reference 5 during the COVID-19 pandemic period to ensure availability of critical skills for EMCO and continued state of readiness to minimize re-mobilization impacts.

This Agreement describes Cost Allowability for the impacts resulting from the COVID-19 pandemic and the subsequent Request for Equitable Adjustment submitted by Fluor Idaho on February 17, 2021 (CCN 326503) (Reference 23). It does not supersede Fluor Idaho, LLC's Advance Understanding of Human Resources Costs regarding employee compensation for items such as, but not limited to, employee benefits, disability and workers compensation.

## 2.0 PURPOSE

The purpose of this Advance Agreement is to establish bilateral agreement of the elements of cost that, when incurred in support of the reference 5 Partial Stop Work Order, are reasonable, allocable, and allowable under the Contract, in accordance with FAR 31.109. This Agreement is subject to applicable provisions of the Contract, including, without limitation, provisions applicable to request for equitable adjustment. With contract modification 253, both parties acknowledge the equitable adjustment, including a four (4)-month contract extension in accordance with I.37, *FAR 52.217-8 Option to Extend Services*, as part of the settlement for all current and future COVID-19 impacts.

## 3.0 AGREEMENT

The parties agree that the purpose of this Advance Agreement on costs is to provide clarity, consistency, and stability during a time of national crisis. It is intended that this agreement capture costs that can be reasonably anticipated at this time as a result of the PSWO, to the extent that they can be determined at this time. It is recognized by the parties that this Advance Agreement may need to be amended and is a living document due to the evolving nature of this situation. However, this Advance Agreement will not prohibit the payment by DOE of costs incurred by the Contractor that are not

anticipated, or are in excess of those anticipated costs, provided they are otherwise reasonable, allowable and allocable in accordance with FAR Part 31.

This Advance Agreement, and all revisions, will be incorporated by contract modification into the Contract, including the subsequent equitable adjustment per contract modification 253, dated March 5, 2021. No other equitable adjustment is anticipated. If a significant COVID-19 event was to occur that further negatively impacts scope, cost, or schedule, both parties will partner at that time to reach mutual resolution. No additional fee will be earned as a result of completion of additional work scope, inclusive of Exhibit C-27, as agreed to by both parties.

#### 4.0 NO THIRD-PARTY BENEFICIARIES

This Advance Agreement is for the exclusive benefit and convenience of DOE-ID and Fluor Idaho, LLC. Nothing herein contained will be construed as conferring any right or benefit upon past, present or future employees of Fluor Idaho, LLC, or upon any third party.

#### 5.0 PAY POLICIES FOR FLUOR IDAHO, LLC AND DESIGNATED SUBCONTRACTOR EMPLOYEES

Due to the issuance of the Reference 5 Partial Stop Work Order, the following pay policies will apply consistent with the contents therein:

1. Fluor Idaho, LLC employees:

- a) Employees required to work at Fluor Idaho, LLC and maintain EMCO (or other phased operations per PLN-6070) will be paid in accordance with the current Fluor Idaho, LLC pay policies. Employees whose positions can be performed through a telework arrangement should do so unless otherwise directed by their manager. Teleworking capabilities will continue to expand over the coming days and even weeks as feasible. More positions are being assessed and may be added as capabilities become available. Managers will notify their employees of any change in work status. Part-time employees are eligible for paid time according to their normal work schedule based on an average from the first quarter of calendar year 2020.

Employees eligible to telework will be compensated by Fluor Idaho, LLC, as if they were working at their normal workstation. In the event that project related work is unavailable during all or a portion of their normal workday, COVID-19 stand-by time shall be charged as a direct cost to the "COVID-19 Project-Related Costs" charge code unless other applicable leave policies apply (e.g., paid time off (PTO)) (Note: workers on COVID-19 Stand-by shall charge directly to the cited charge code for COVID-19 Project-Related Costs).

- b) Employees not eligible to telework due to the nature of their position, and not otherwise working as part of EMCO as directed by Fluor Idaho (or other phased operations per PLN-6070), will be compensated. If not directed by Fluor Idaho, the employee will be required to take PTO. Hours shall be noted on their timesheet based on Fluor Idaho's standard 4-10's straight time work schedule. COVID-19 stand-by time shall be charged as a direct cost to the "COVID-19 Project-Related Costs" charge code unless other applicable leave policies apply (e.g., PTO) (Note:

COVID-19 stand-by workers shall charge directly to the cited charge code for COVID-19 Project-Related Costs).

- c) In the event an employee on COVID-19 Stand-by for 40 hours is called in to cover an overtime shift for an employee on EMCO (or other phased operations per PLN-6070) who cannot report to work, overtime would be charged to the regular charge number for the overtime hours and not the COVID-19 Stand-by charge number.
- d) Silver Tsunami Retirees are not eligible for paid time under the COVID-19 stand-by guidance and are being handled on a case-by-case basis for work assignments.

2. Designated Subcontractors and Force Account employees:

All designated staff augmentation subcontractors shall be paid in accordance with the current subcontract pay policies as noted below:

- a) Staff augmentation subcontractors required to work at Fluor Idaho, LLC to maintain EMCO (or other phased operations per PLN-6070) should be paid, by their employer, in accordance with the current subcontract terms and conditions;
- b) Staff augmentation subcontractors eligible to telework should be compensated, by their employer, as if they were working at their normal workstation. In the event project related work is unavailable during all or a portion of their normal workday, COVID-19 stand-by time shall be charged as a direct cost to the “COVID-19 Project-Related Costs” charge code unless other applicable leave policies apply (e.g., PTO) (Note: COVID-19 stand-by workers shall charge directly to the cited charge code for COVID-19 Project-Related Costs).

Subcontractors will invoice Fluor Idaho, LLC for all telework and the above COVID-19 related hours as worktime.

- c) Staff augmentation subcontractors not eligible to telework due to the nature of their position should be compensated by their employer. COVID-19 stand-by time shall be charged as a direct cost to the “COVID-19 Project-Related Costs” charge code unless other applicable leave policies apply (e.g., PTO) (Note: COVID-19 stand-by workers shall charge directly to the cited charge code for COVID-19 Project-Related Costs).

Part-time (less than 40 hours) staff augmentation subcontractors are eligible to charge COVID-19 stand-by time to the “COVID-19 Project-Related Costs” charge code based on an average of the first three months of Calendar Year (CY) 2020, not to exceed 40 hours per week.

- d) Non-staff augmentation subcontractors, including, without limitation, managed task type subcontractors providing work under a task-based scope of work [i.e., Engineering Services (Engineering Work Requests), construction, maintenance] are not eligible to charge COVID-19 time to the “COVID-19 Project-Related Costs” charge code. They will be paid in accordance with their subcontract terms and conditions.

- e) Applicable Building Trades (Force Account), direct-hired by Fluor Idaho, LLC are considered employees for COVID-19 purposes and should adhere to the same guidance. Building Trades employees who have newly been called out of the Union hall to support Davis-Bacon scope are specifically excluded from this guidance.

The Contractor will utilize reasonably available measures to ensure that workers are reimbursed for COVID-19 stand-by time and remain in a mobile, ready state. Accountability checks are required for employees and staff augmentation subcontractors daily to report ready for work status.

## 6.0 COMMUNITY COMMITMENT

In accordance with Contract Section I.149, DEAR 970.5226-3, Community Commitment, if requested in writing by the DOE-ID Contracting Officer, Fluor Idaho, LLC will provide all available government property to support state and local government needs relative to the COVID-19 Pandemic. Fluor Idaho, LLC may, but shall not be compelled to, also make individual employees available to work with or for governmental, quasi-governmental, and other organizations in the southeast Idaho area toward achieving civic needs.

## 7.0 ALLOWABILITY OF COSTS

| <b>Type of Cost</b>                                  | <b>Allowability</b> | <b>Clarification</b>  |
|--|---------------------|---|
| Pandemic Planning and Preparation                    | Yes                 | Reasonable costs associated with Contractor planning and preparation related to the COVID-19 pandemic.  |
| Directed Quarantine in the Interest of Public Health | Yes                 | Costs of salaries for Contractor employees, including 40 hours per week costs for hourly non-exempt employees, and 40 hours per week costs for staff augmentation subcontractor employees undergoing a COVID-19 quarantine as directed by a medical professional, their employer, or a Department of Energy official.                                 |
| Schedule Recovery Costs                              | Yes                 | Reasonable costs of mitigation efforts for COVID-19 pandemic impacts to Contractor and subcontractor project work/performance schedules, including workarounds, reprogramming and acceleration. This may include items such as subcontractor schedule recovery incentives or increased utilization of overtime during the pandemic or recovery phase. |
| Safeguarding of Facilities                           | Yes                 | Reasonable costs of COVID-19 associated additional security personnel to meet requirements, occasioned by reductions in site or facility presence or site or facility closures.   |
| Demobilization and Remobilization                    | Yes                 | Reasonable costs associated with Contractor demobilization and remobilization for Government-directed facility or site shutdowns or evacuations associated with COVID-19.   |

| Type of Cost   | Allowability | Clarification   |
|--|--------------|---|
| Sanitation -<br>Worker Safety                        | Yes          | <p>To promote worker safety, disinfectant wipes and/or hand sanitizer may be purchased, and strategically placed for use in all work areas across the Project for the work force to supplement the janitorial cleanings. The costs associated with these items, including increased costs as a result of supply-chain impacts, are allowable. Work areas include, but are not limited to, offices, conference rooms, cafeteria or kitchen work areas, common work area locations (wipe down keyboards and desks), etc. Sanitizer/disinfectant wipes will be used to sanitize hands after using common stair rails, door handles to offices, to clean office surfaces after meetings, sanitize gathering places used for planning/pre-job meetings, or between janitorial cleanings.</p> <p>Increased janitorial cleanings may be required and are allowable.</p> <p>Bottles of hand sanitizer and disinfectant wipes will not be considered “personal use items,” and to greatest extent possible, larger dispensers/bottles and wipes will be purchased rather than personal sized bottles/wipe packs.</p> |
| Supply Chain<br>Flexibility During<br>Disruption     | Yes          | <p>Costs associated with the reduction, cancellation or acceleration of purchase orders or subcontracts are allowable. Acquisition flexibilities may be used to facilitate and expedite the acquisition of supplies and services during the emergency situation. This includes use of non-competitive procedures to satisfy mission requirements as appropriate. Supply, materials and equipment shortages are anticipated and may result in higher than normal costs during the health crisis.</p>   |
| Mission<br>Continuity Amid<br>Pandemic<br>Disruption | Yes          | <p>Increased labor inefficiencies may be incurred due to COVID-19 related causes, including but not limited to stop works associated with COVID-19 related health concerns, limitations on PPE, and unproductive time (including wait times and ready to serve times). Such costs are allowable. Required rework of work packages associated with revised controls in alignment with Federal, State, or Department guidelines for minimizing the impact of COVID-19 are allowable. To the extent that prudent and reasonable business judgement is used to manage these situations, such as release of subcontracted workers if no near-term work is available, increased labor costs are allowable during the global health crisis.</p> <p>Prudent business judgement should consider factors such as costs of retention, costs of demobilization and remobilization, likelihood of retaining qualified staff if released, and the impact on mission continuity.</p>   |

| <b>Type of Cost</b>  | <b>Allowability</b> | <b>Clarification</b>   |
|--|---------------------|--|
| Maximizing Telework Programs in Compliance with Federal and Agency Recommendations | Yes                 | Costs and expenses associated with employee and subcontractor participation in expanded telework programs will be allowable contract costs to the same extent as those costs that would be incurred in supporting the contract on-site. Increased costs for information technology equipment and services to facilitate telework is allowable.<br><br>When managed in accordance with a policy submitted to and approved by the Contracting Officer, controls are deemed adequate to demonstrate reasonableness of labor costs associated with telework. |
| Resolution of Potential Legal Matters Related to COVID-19                          | Yes                 | In accordance with the requirements and reasonableness standards of 10 CFR 719, costs associated with the defense or settlement of legal claims related to COVID-19.   |
| Worker Safety, Minimizing Health Risks to At Risk Employees                        | Yes                 | Costs associated with altered or enhanced benefits that promote public and workforce health, such as enhanced Short-Term Disability benefits, to the extent that they are separately approved in writing by the Contracting Officer.   |

All allowable, reasonable, and allocable actuals costs have been included as part of the equitable adjustment per contract modification 253. In addition, estimated costs through the contract period of performance, September 30, 2021, must be allowable, reasonable and allocable in accordance with contract requirements.

## 8.0 OTHER ITEMS OF SPECIAL INTEREST

### a. Negotiations for COVID-19 Cost, Schedule and Fee Impacts:

Contract modification 253 provides a complete equitable adjustment to address the cost, schedule and fee impacts through September 30, 2021. No other equitable adjustment is anticipated.

### b. Extension of workforce training qualifications and certifications beyond upcoming renewal due dates.

1. As stated in reference 2, DOE-ID approved Fluor Idaho's exemption request from MCP-32, "TRAINING EXTENSIONS, EXCEPTIONS, AND EXEMPTIONS", required by DOE O 426.2, *Personnel Selection, Training, Qualification, and Certification requirements for DOE Nuclear Facilities*.

- 4.1 Extension(s) for Recertification/Requalification Under extreme circumstances, senior management will provide direction regarding extension of qualifications.
- ICP has a 90-day anniversary policy for qualifications, unless prohibited by law, which allows requalification 90 days prior to the anniversary due date without changing the base anniversary date.
- If not prohibited by law, a 30-day extension is allowed for ES&H training requirements.

- The extensions should not be granted out of convenience.
- Requests for an extension must be submitted and approved before the expiration date or the qualification/certification will lapse.
- A qualification or certification cannot be extended more than once within a qualification period.
- RCRA qualifications cannot be extended.
- An extension may be requested when a respirator qualification is expiring due to classroom training (only if the medical date does not exceed the extension date).
- An extension does not change the anniversary date for a qualification or certification (for example, if a requalification date of November 15, 2013, is extended to December 15, 2013, the new requalification date for biennial qualification would be November 15, 2015).

It is anticipated that a Continuity of Operations event may require an extension of greater than 30 days to affected qualifications and that ICP Management could grant that extension if it not prohibited by Law.

DOE-ID concurred with a temporary change to MCP-32 during this time to allow for a 60-day qualification extension (If not prohibited by Regulation). All other aspects of MCP-32 remain as written.

2. The Idaho National Laboratory (INL) Occupational Medicine approved, due to the COVID-19 pandemic emergency, that all respirator medicals will be extended to May 28, 2020, via email from INL Occupational Medical Program on March 31, 2020.

c. Impact of the COVID-19 Pandemic on Attainment of Small Business Goals:

Attainment of established small business targets is of high importance to both DOE and its prime contractors, and performance is documented in contractor performance rating systems. However, the impact of the pandemic on work to be performed and supply chains is unclear and cannot be predicted by either DOE or its contractors. It is conceivable that small businesses, in particular disadvantaged small businesses in traditionally hard to reach socioeconomic categories, will reduce operations or go out of business. To that end, a special dispensation may be warranted in either the prime contract B clauses related to small business performance or in small business subcontracting plans, that allows for post-fact adjustment of small business targets, where it can be demonstrated that, absent the COVID-19 pandemic, there was a reasonable likelihood that a prime contractor would have attained established goals.

## 9.0 RECONSTITUTION PLAN SUMMARY OVERVIEW

As directed in Reference 10, Fluor Idaho began transition to Phase 1 operations in a deliberate and methodical manner and was fully implemented at Phase 1 operations on May 25, 2020, in accordance with PLN-6070. Reference 11 authorized Fluor Idaho to begin transitioning to Phase 2 operations, which was fully implemented on July 2, 2020. Special attention will continue to address both business and personal travel, which will follow guidelines in accordance with a graded approach to state and Federal guidance.

The objective of the reconstitution plan is to restore affected facilities and areas (onsite and offsite) in a disciplined manner in alignment with the public health authority including local, state and national guidance.

The reconstitution plan relies on existing processes and procedures and works within the framework of Fluor Idaho processes. In order to affect a more controlled transition, the reconstitution plan provides a phased approach to resumption of operations. General descriptions of the associated phases are listed below, see PLN-6070 for further details. Specific activities identified for each phase are provided in the plan. The plan is a road map that identifies factors that should be considered as Idaho Cleanup Project (ICP) transitions operations during the partial stop work order.

A phased approach will ensure that operations are restored in a focused, deliberate, controlled manner, giving time for each phase to ramp up and get to a steady state situation before moving on to the next phase.

- Phase 0 EMCO Activities & Preparatory Steps for Phases 1 through 3.
- Phase 1 EMCO Activities from Phase 0 in addition to a select few high priority activities in each project area (e.g., IWTU, INTEC, RWMC, Infrastructure, Environmental Restoration)
- Phase 2 Resume remaining high priority activities.
- Phase 3 Resume remaining full operations with continued use of appropriate COVID controls and accommodations.

A summary of PLN-6070 will be shared with employees via an Employee Bulletin and posted on the Fluor Idaho COVID webpage. Bulletins will continue to be used throughout the reconstitution process to provide new updates to employees. Reminders will be issued through Core Notes. Time sensitive updates will be sent via Bulletins as well as text notifications and updates to the employee hotline.