

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0106	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 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		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 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)
See Schedule

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

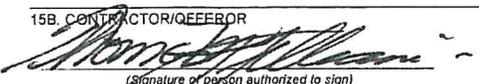
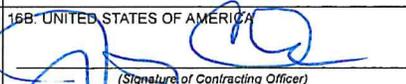
The purpose of this modification is to incorporate Section B.15(g) Advance Understanding - Program Overhead (POH) Fixed Rate for Fee Calculation. Please refer to the continuation page incorporated as part of this modification. The Contractor is directed to continue operations in accordance with contract 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) Jennifer K. Cate
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/28/18
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/29/18

NSN 7540-01-152-8070
Previous edition unusable

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

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 incorporates B.15(g) Advance Understanding - Program Overhead (POH) Fixed Rate for Fee Calculation. The following change is hereby incorporated:

1. SECTION B.15(g) ADVANCE UNDERSTANDING - PROGRAM OVERHEAD (POH) FIXED RATE FOR FEE CALCULATION is incorporated as follows:

Once the original/contract award direct cost value of \$975,624,953 is exceeded by \$1 as a result of any contract modification that increases the direct cost, an incremental change to CLIN 00001 Indirect Target Cost Pool will be made by applying an agreed to fixed rate of 18% of the corresponding Direct Cost for the contract change. Conversely, the 18% fixed POH rate will be applied to all cost reductions until the contract value of \$975,624,953 is reached. Once it has been reached, no adjustments in POH will occur until the contract has exceeded the original value.

NOTE: The value of \$975,624,953 includes the direct costs for all CLINs (including priced options) except CLIN 00005 - Defined Benefit Pension Plan Costs.

Attachment A - POH Tracking Tool is incorporated as part of this modification. Attachment A will be a living document to ensure a proper adjustment is made with each contract modification if the net change is below or above the original/contract award value of \$975,624,953. Attachment A will be included with each contract modification when the target/estimated cost and associated fee is revised, regardless of the CLIN.

Both parties agree this is the methodology that will be used for the remaining contract period of performance. Should incremental POH be incorporated under this contract, the negotiated indirect cost will not receive the 18% POH fixed rate. Pension and G&A rates are excluded from this fee calculation and remain non-fee bearing.

CONTRACTOR'S STATEMENT OF RELEASE: In consideration of the modification agreed to herein as a complete equitable adjustment for the mutually agreed to 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 negotiated settlement identified above.

No other changes to the contract terms and conditions.

Summary - Through MOD - 104				
	Direct Cost Change	Total Direct Cost	POH Change	Total POH
Initial CLINS 1,2,3,4,6		\$ 975,624,953		\$ 290,675,615
CLIN00001	\$ (25,121,717)	\$ 950,503,236	\$ -	\$ 290,675,615
CLIN00002	\$ (13,995,923)	\$ 936,507,313		
CLIN00003	\$ 15,625,871	\$ 952,133,184		
CLIN00004	\$ 1,056,927	\$ 953,190,111		
CLIN00006	\$ 92,620,695	\$ 1,045,810,806		
Less Options	\$ (91,080,703)	\$ 954,730,103		
TOTAL	\$ (20,894,850)	\$ 954,730,103		\$ 290,675,615

CLIN00001					
Mod	Work scope description	Direct Cost Change	Total Direct Cost	POH Change	Total POH
		Initial CLIN 00001 + Priced Options	\$ 851,746,153	Initial	\$ 290,675,615
010	Calcine Disposition Project	\$ 442,956	\$ 852,189,109	\$ -	\$ 290,675,615
014	Inf Upgrade Project	\$ 2,991,701	\$ 855,180,810	\$ -	\$ 290,675,615
020	ICDF, CCP&MFA	\$ 8,842,414	\$ 864,023,224	\$ -	\$ 290,675,615
022	MFC D&D	\$ 480,355	\$ 864,503,579	\$ -	\$ 290,675,615
023	Material Diff	\$ (10,541,000)	\$ 853,962,579	\$ -	\$ 290,675,615
025	Direct/Ind true up	\$ (3,824,905)	\$ 850,137,674	\$ 3,824,905	\$ 294,500,520
027	Calcine Disposition Project	\$ 4,722,370	\$ 854,860,044	\$ -	\$ 294,500,520
028	Tank Farm Cap	\$ 1,799,652	\$ 856,659,696	\$ -	\$ 294,500,520
032	Navy Replan Adj	\$ 5,765,761	\$ 862,425,457	\$ -	\$ 294,500,520
039	TAN well	\$ 655,618	\$ 863,081,075	\$ -	\$ 294,500,520
046	G&A Adj, Guard	\$ 314,400	\$ 863,395,475	\$ 224,000	\$ 294,724,520
050	RH TRU	\$ 21,559,824	\$ 884,955,299	\$ -	\$ 294,724,520
056	NNPP Adjustment	\$ 13,875,628	\$ 898,830,927	\$ -	\$ 294,724,520
059	Mandatory Srv	\$ -	\$ 898,830,927	\$ (34,859,143)	\$ 259,865,377
078	Radios	\$ 786,088	\$ 899,617,015	\$ -	\$ 259,865,377
080	LWFC	\$ (71,392,824)	\$ 828,224,191	\$ -	\$ 259,865,377
081	SNF Replan	\$ 1,610,172	\$ 829,834,363	\$ -	\$ 259,865,377
088	Nitric Acid	\$ 1,202,447	\$ 831,036,810	\$ -	\$ 259,865,377
089	Batch Plant	\$ 55,000	\$ 831,091,810	\$ -	\$ 259,865,377
092	UST	\$ 312,539	\$ 831,404,349	\$ -	\$ 259,865,377
104	EBR II D&D	\$ (4,779,913)	\$ 826,624,436	\$ -	\$ 259,865,377
				Direct Cost Change	Difference
				\$	(20,894,850) Starting Point
				\$	-
				\$	-
				\$	-
CLIN 00001 Change from Initial Contract		\$ (25,121,717)	\$ 826,624,436	\$	290,675,615

CLIN00002				
Mod	Work scope description	Direct Cost Change	Total Direct Cost	
		Initial	\$ 61,158,338	
46	G&A Adj	\$ (138,146)	\$ 61,020,192	
56	NNPP Adjustment	\$ (13,857,777)	\$ 47,162,415	
CLIN 00002 Change from Initial Contract		\$ (13,995,923)	\$ 47,162,415	

CLIN00003				
Mod	Work scope description	Estimated Cost Change	Total Estimated Cost	
		Initial	\$ 12,526,501	
022	NE CPP 603 Crane	\$ 1,175,070	\$ 13,701,571	
027	Fuel Inversion	\$ 678,707	\$ 14,380,278	
032	Navy Replan	\$ 4,992,567	\$ 19,372,845	
033	Closeout	\$ 350,001	\$ 19,722,846	
036	NE CPP 603 Crane	\$ 5,449,933	\$ 25,172,779	
046	G&A Adj	\$ (5,868)	\$ 25,166,911	
051	Nvy Adj, Castor V/21 & USGS	\$ (203,767)	\$ 24,963,144	
053	NE CPP 603 Crane	\$ (81,325)	\$ 24,881,819	
056	DOE Support	\$ 29,412	\$ 24,911,231	
086	Calcine	\$ 3,241,141	\$ 28,152,372	
CLIN 00003 Change from Initial Contract		\$ 15,625,871	\$ 28,152,372	

CLIN00004				
Mod	Work scope description	Estimated Cost Change	Total Estimated Cost	
		Initial	\$ 5,754,962	
10	IWTU Transition	\$ 1,056,927	\$ 6,811,889	
CLIN 00004 Change from Initial Contract		\$ 1,056,927	\$ 6,811,889	

CLIN00006				
Mod	Work scope description	Estimated Cost Change	Total Estimated Cost	
		Initial	\$ 44,438,999	
012	Phase I	\$ 19,331,848	\$ 63,770,847	
037	Phase II	\$ 66,553,245	\$ 130,324,092	
046	G&A Adj	\$ (131,068)	\$ 130,193,024	
103	DMR Redesign	\$ 5,659,068	\$ 135,852,092	
103	CRR Repair	\$ 1,207,602	\$ 137,059,694	
CLIN 00006 Change from Initial Contract		\$ 92,620,695	\$ 137,059,694	