

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0149	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.	9B. DATED (SEE ITEM 11)	
CODE 968795604	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				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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 correct the CLIN-1 Max Fee amount and the Section B.2(c) Table, Priced Option 00001h, incorporated with contract Modification 142. Please refer to the continuation pages attached to 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 10-17-19
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 10.17.19

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0149

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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>FOB: Destination Period of Performance: 06/01/2016 to 05/31/2021</p> <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: \$1,759,580,329.00 Incrementally Funded Amount: \$1,455,011,254.18</p> <p>The Total Contract Value (Including Options) is decreased by \$25,035,066 from \$1,905,778,290 to \$1,880,743,224.</p>			1,759,580,329.00	

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 corrects the CLIN-1 Max Fee amount incorporated with contract Modification 142, as detailed below.

Contract Modification 050, dated August 2, 2017, added Performance Incentive 4 (PI-4). Contract Modification 142 exercised the first option period of PI-4, FY 2020 Priced Option, including the PI-4 fee and the CLIN-1 Cost Incentive. However, the amount for the Cost Incentive (Maximum) was over calculated. This modification corrects the CLIN-1 Cost Incentive (Maximum) amount. In addition, the B.2(c) Table is revised to reflect that Modification 142 definitized the priced option 00001h (PI-4).

The following changes are hereby made to the contract:

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

CLIN-1: Target ICP Core DOE Mission Work Scope (Base) is revised to incorporate the changes stated above.

The Direct Target Cost is unchanged at \$885,573,266.

The Indirect Target Cost (POH) is unchanged at \$299,580,655.

The Total Target Cost is unchanged at \$1,185,153,921.

The Cost Incentive (Target) is unchanged at \$26,251,988.

The Cost Incentive (Maximum) is decreased by \$3,462,662 from \$70,410,777 to \$66,948,115. The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly decreased by \$3,462,662 from \$144,262,236 to \$140,799,574.

The B.2(c) Table, section Total Contract Cost (Includes Options) is revised as follows:

Priced Option 00001f – RH TRU Lot 11 Option Work (Definitized by Modification 048) is revised to read 00001f – RH TRU Lot 11 Option Work (Definitized by Modification 050).

Priced Option 00001h – RH TRU Lot 11 GFY 2020 Option Work is revised to remove the Target Cost of \$19,099,074, Max Fee of \$2,473,330 and Target Fee of \$945,404 from the Total Options amounts. Contract Modification 142 should have removed these amounts when exercising the Priced Option to avoid a duplication of price.

Summary:

The Total Contract Value, including options, is decreased by \$25,035,066 (Priced Option 00001h Target Cost of \$19,099,074 and Max Fee of \$2,473,330; and Cost Incentive (Maximum) of \$3,462,662) from \$1,905,778,290 to \$1,880,743,224.

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

B.2(c) Table				
<u>CLIN 00001 - TARGET ICP-CORE DOE MISSION WORK (BASE)</u>				
	Target Cost	Max Fee	Target Fee	Total Price
Direct Target Cost w/ ID Spt (No Options Included)	885,573,266	140,799,574		1,325,953,495
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	299,580,655			
	1,185,153,921			
Target Fee			58,665,119	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		73,851,459		
Subtotal Incremental Cost Incentive Fee		66,948,115		
Cost Incentive Breakout				
Cost Incentive (Max)		66,948,115		12.95%
Cost Incentive (Target)			26,251,988	4.95%
<u>CLIN 00002 - TARGET ICP CORE NNPP PPF WORK SCOPE</u>				
	Target Cost	Max Fee	Target Fee	Total Price
Navy (Pieces, Parts and Fines - 102 Cans)	42,367,181	5,382,479	2,503,195	47,749,660
Milestone-Schedule & Performance		3,970,091	1,963,325	
Cost Incentive (Max)		1,412,388	539,870	
<u>CLIN 00003 - NON-TARGET ICP CORE WORK SCOPE</u>				
	Estimated Cost	Fee		Total Price
Total Non-Target Work Scope (See Contracting Officer for Breakout)	39,401,060	2,142,869		41,543,929
<u>CLIN 00004 - CONTRACT TRANSITION PERIOD</u>				
Transition	6,811,889	0		6,811,889
<u>CLIN 00005 - DEFINED BENEFIT PENSION PLAN COSTS</u>				
Pension	125,000,000	0		125,000,000
<u>CLIN 00006 INTEGRATED WASTE TREATMENT UNIT (IWTU) OPERATIONS AND TURNOVER</u>				
	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)	90,364,264	5,523,919		\$ 95,888,183
IWTU Phase 3/4 - Startup of Radiological Operations (C.6.1.10) (Fixed/Milestone Fee)	60,766,277	7,304,106		68,070,383
Total (Excluding C.6.1 IWTU Ops)	\$ 170,462,389	\$ 13,784,951		\$ 184,247,340
<u>Total Contract Cost (Excluding Options)</u>				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,613,504,371	167,648,364	61,168,314	1,781,152,735
<u>Total Contract Cost (Includes Options)</u>				
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 050)	-	-	-	-
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 (Definitized by Modification 142)	-	-	-	-
00001i - RH TRU Lot 11 GFY 2021 Option Work	12,607,309	1,632,647	624,062	14,239,956
Total Options	88,172,191	11,418,299	4,364,524	99,590,490
Total Contract Cost (Includes Options) and Max Fee	1,701,676,562	179,066,663	65,532,838	1,880,743,224
<u>Contract Performance Ceiling (B.6)</u>				
Contract Performance Ceiling	1,419,916,104			
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 Section B.2(c).

2. SECTION B.6(a)(2) CONTRACT PERFORMANCE CEILING is revised as follows:

The current Contract Performance Ceiling (CPC) is decreased by \$3,462,662 from \$1,423,378,766 to \$1,419,916,104.

- 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 under CLIN-1 is a decrease of \$3,462,662.

No other changes to the contract terms and conditions.