AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 0149
3. EFFECTIVE DATE See Block 16C
4. REQUISITION/PURCHASE REQ. NO. 
5. PROJECT NO. (If applicable) CODE 00701
6. ISSUED BY Idaho Operations Office
   Idaho Operations
   U.S. Department of Energy
   Idaho Operations
   Idaho Falls ID 89415
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
8. NAME AND ADDRESS OF CONTRACTOR (City, street, county, State and ZIP Code) FLUOR IDAHO, LLC
   Attn: AMANDA JORDAN
   1070 RIVERWALK DRIVE, SUITE 201
   IDAHO FALLS ID 83402
9A. AMENDMENT OF SOLICITATION NO. CODE 968795604
   FACILITY CODE 02/04/2016
   010. DATED (SEE ITEM 11)
   10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0004083
   10B. DATED (SEE ITEM 12)
   ACCOUNTING AND APPROPRIATION DATA (If required)

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: ☐ is not ☐ is required to sign this document and return 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 9A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNED (Printed or Typed)
Thomas M. Williams
Director, Prime Contracts
(Signature of person designated to sign)

15B. CONTRACTOR/OFFERER

15C. DATE SIGNED 10-17-19

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Jennifer K. Cate
(Signature of Contracting Officer)

16C. DATE SIGNED 10-17-19

PREVIOUS EDITION IS INACCURATE STANDARDS FORM 30

STANDARD FORM 30 (REV. 11/2016)
PRESCRIBED BY GSA (48 CFR) 53.243
Change Item 00001 to read as follows (amount shown is the total amount):

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>00001</td>
<td>Target ICP-Core DOE Mission Work</td>
<td></td>
<td></td>
<td></td>
<td>$1,759,580,329.00</td>
</tr>
</tbody>
</table>

Line item value is: $1,759,580,329.00
Incrementally Funded Amount: $1,455,011,254.18

The Total Contract Value (Including Options) is decreased by $25,035,066 from $1,905,778,290 to $1,880,743,224.
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.
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.