AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.
M103	see block 16c	N/A	

6. ISSUED BY CODE

U.S. Department of Energy
Nevada Operations Office
P.O. Box 98518
Las Vegas, NV 89193-8518

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (*No., street, county, State and ZIP Code*)

Bechtel Nevada
P.O. Box 98521
Las Vegas, NV 89193-8521

CODE FACILITY CODE

(√) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (*SEE ITEM 11*)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC08-96NV11718

10B. DATED (*SEE ITEM 13*) 01/01/96

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 © By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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*)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (*Specify type of modification and authority*) Contract Clause H.32, Conditional Payment of Fee, Section J, Appendix A, Advance Understandings Human Resources fir Profit Contractors and Section J, Appendix F, Subcontracting Plan.12

E. IMPORTANT: Contractor ___ is not, X is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION

This modification revises Contract Clause No. H.32 entitled "Provisional Payment of Fee" to reflect the definition of evaluation periods as identified in Contract Clause I.22, "Conditional Payment of Fee, Profit and Incentives." In addition, Section J, Appendix A, entitled "Advance Understandings Human Resources For Profit Contractors," is modified to incorporate the attached Reimbursement Authorizations (RA) 24 by adding paragraph F.5 Relocation and Appendix F, Subcontracting Plan, is modified by deleting the current "Subcontracting Plan" for FY 2002 and by incorporating the attached "Subcontracting Plan" for FY 2003 into the Contract. All other terms and conditions remain unchanged.

15A. NAME AND TITLE OF SIGNER (*Type or print*)		16. NAME AND TITLE OF CONTRACTING OFFICER (*Type or print*)	
Frederick A. Tarantino **President & General Manager**		**Melody C. Bell** **Contracting Officer**	
15B. CONTRACTOR/OFFEROR (*Signature of person authorized to sign*)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (*Signature of Contracting Officer*)	16C. DATE SIGNED

1. Contract Clause No. H.32 entitled "Provisional Payment of Fee" is modified to reflect the definition of the evaluation periods identified in Contract Clause I.22, Conditional Payment of Fee, Profit and Incentives." Contract Clause No. H .32 entitled "Provisional Payment of Fee" is deleted in its entirety and replaced with the following:

H.32 PROVISIONAL PAYMENT OF FEE

1. Definition: For purposes of this clause, the word "fee" shall mean award fee, incentive fee, profit, and/or cost savings share.

2. For the purposes of Contract Clause I.122, "Conditional Payment of Fee, Profit, or Incentives," the evaluation periods contemplated shall be six month periods commencing on October 1, 2002. The amount of fee subject to reduction under the Conditional Payment of Fee Clause shall be the total fee earned plus Provisional Fee Payments made during the six month period.

3. If interim payments of fee, are paid before the final determination of fee, those payments shall be provisional pending that final determination. Such provisional payments may be made at the discretion of the contracting officer.

4. The final determination of fee will be made by the FDO, in accordance with the fee clauses of this contract. In the event that overpayment results from the payment of fee on a provisional basis, the contractor shall reimburse such overpayment to the Government upon demand, payable with interest in accordance with the "Interest" Clause of this contract.

2. Section J, Appendix A, entitled, "Advance Understandings Human Resources For Profit Contractors," is modified to incorporate the attached Appendix A revision, RA-24. RA-24 was effective as of October 01, 2002 and adds paragraph F.5 Relocation.

3. Section J, Appendix F, entitled, Subcontracting Plan is modified by deleting the current "Subcontracting Plan" for FY 2002 and by incorporating the attached "Subcontracting Plan" for FY 2003 into the Contract.

(END OF MODIFICATION)