

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 8

2. AMENDMENT/MODIFICATION NO.

386

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

Not applicable

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

00601

7. ADMINISTERED BY (If other than Item 6)

CODE

00601

Richland Operations Office
U.S. Department of Energy
Richland Operations Office
P.O. Box 550, MSIN A7-80
Richland WA 99352

Richland Operations Office
U.S. Department of Energy
Richland Operations Office
P.O. Box 550, MSIN A7-80
Richland WA 99352

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

FLUOR HANFORD, INC.
Attn: MICHAEL S. STRICKLAND
P.O. BOX 1000
RICHLAND WA 993541874

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC06-96RL13200

10B. DATED (SEE ITEM 13)

08/15/1996

CODE 943416610

FACILITY CODE

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)

Not Applicable

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).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X H.22(D) Payment and Advances, Special Financial Institution Account Use

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.)

This modification updates Section J, Appendix N, to extend the Special Financial Institution Account Agreement through September 30, 2013. The executed Special Financial Institution Account Agreement is included as Attachment 1.

Period of Performance: 08/06/1996 to 08/23/2009

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Tony Umek, Vice President
Executive Director and Project Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Gigi H. Branch

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

10 SEPT 2012

16B. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

16C. DATE SIGNED

9/11/12

NSN 7540-01-152-8070
Previous edition unusable



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

Attachment 1

PHMC Special Financing Agreement

Consisting of 7 pages

Including this cover page

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**PART III – LIST OF DOCUMENTS
EXHIBITS AND OTHE ATTACHMENTS**

SECTION J

APPENDIX N

**SPECIAL BANK ACCOUNT AGREEMENT FOR USE WITH
THE CHECKS – PAID METHOD OF LETTER OF CREDIT
FINANCING**

JULY 1, 2006, THROUGH SEPTEMBER 30, 2013
(Consisting of six pages including this cover page)

Section J App-N

J-N-2

09-06-2012

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**SPECIAL FINANCIAL INSTITUTION ACCOUNT(S) AGREEMENT
FOR USE WITH THE
PAYMENTS CLEARED FINANCING ARRANGEMENT**

Agreement entered into this 1st day of July, 2006, between the United States of America (hereinafter called the "Government") represented herein by the U.S. Department of Energy (hereinafter called the "DOE"), and Fluor Hanford, Inc., (hereinafter called the "Contractor"), as corporation/legal entity, existing under the laws of the State of Washington, and U.S. Bank, (hereinafter called the "Bank"), a banking corporation existing under the laws of the State of Washington, located at Richland, Washington.

Recitals

- (1) On the effective date of August 6, 1996, DOE and the Contractor entered into Agreement(s) No. DE-AC06-96RL13200 or a Supplemental Contract(s) thereto, providing for the transfer of funds on a payments-cleared basis to the Contractor.
- (2) DOE requires that amounts transferred to the Contractor under said agreement be deposited in a special demand deposit account(s) at a financial institution covered by Department of the Treasury-approved Government deposit insurance organizations that are identified in TFM 6-9000.

These special demand deposits must be kept separate from the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Bank.

- (3) The special demand deposit account(s) shall be designated:
 - a. Fluor Hanford Contract
 - b. Fluor Hanford Contract Control Disbursement

Covenants

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that:

- (1) The Government shall have a title to the credit balance in said accounts to secure the repayment of all funds transferred to the Contractor, and said title shall be superior to any lien, title, or claim of the Bank or others with respect to such accounts.
- (2) The Bank shall be bound by the provisions of said contract between DOE and the Contractor relating to the transfer of funds into and withdrawal of funds from the above special demand deposit accounts, which are hereby incorporated into this Agreement by reference, but the Bank shall not be responsible for the application of funds properly withdrawn from said accounts. After receipt by the Bank of written directions from the

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Contracting Officer, or from the duly authorized representative of the Contracting Officer, the Bank shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Bank from the Government upon DOE stationery and purporting to be signed by, or signed at the written direction of, the Government may, insofar as the rights, duties, and liabilities of the Bank are concerned, be considered as having been properly issued and filed with the Bank by DOE.

- (3) DOE, or its authorized representatives, including the Contractor, shall have access to financial records maintained by the Bank with respect to such special demand deposit accounts at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Bank for a period of six (6) years after final payment under the Agreement.
- (4) In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit accounts, the Bank shall promptly notify DOE.
- (5) DOE shall authorize funds that shall remain available to the extent that obligations have been incurred in good faith thereunder by the Contractor to the Bank for the benefit of the special demand deposit accounts. The Bank agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit accounts in a net positive and as close to zero as administratively possible.

The Bank agrees to service the account in this manner based on the requirements and specifications contained in RFP Number 20051031 dated January 3, 2006. The Bank agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges" contained in the Bank's proposal dated March 16, 2006, will remain constant during the term of this Agreement. The Bank shall calculate the monthly fees based on services rendered and invoice the Contractor. The Contractor shall issue a check or automated clearinghouse authorization transfer to the Bank in payment thereof.

- (6) The Bank shall post collateral, acceptable under Department of the Treasury Circular 176, with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement, less the Department of the Treasury-approved deposit insurance.
- (7) This Agreement, with all its provisions and covenants, shall be in effect for a term beginning on the 1st day of July 2006, and ending on the 30th day of September 2013, unless earlier terminated as provided in this Agreement.

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- (8) DOE, the Contractor, or the Bank, may terminate this Agreement at any time within the agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.
- (9) DOE or the Contractor may terminate this Agreement at any time upon 30 days' written notice to the Bank if DOE or the Contractor, or both parties, find that the Bank has failed to substantially perform its obligations under this Agreement or that the Bank is performing its obligations in a manner that precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Government's cash resources.
- (10) Notwithstanding the provisions of Covenants 8 and 9, in the event that the Agreement, referenced in Recital (1), between DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Bank shall be terminated automatically upon the delivery of written notice to the Bank.
- (11) In the event of termination, the Bank agrees to retain the Contractor's special demand deposit account for an additional 90-day period to clear outstanding payment items.

This Agreement shall continue in effect for the 90-day additional period, with exception of the following:

- (1) Term Agreement (Covenant 7); and
- (2) Termination of Agreement (Covenants 8 and 9).

All terms and conditions of the aforesaid bid submitted by the Bank that are not inconsistent with this 90-day additional term shall remain in effect for this period.

The Bank has submitted the forms entitled "Technical Representations and Certifications," "Schedule of Financial Institution Processing Charges." These forms have been accepted by the Contractor and the Government and are incorporated herein with the document entitled "Financial Institution's Information on Payments Cleared Financing Arrangement" as an integral part of this Agreement.

Any direction received by the Bank from DOE which alters any portion of the terms and conditions of this Agreement, shall not be valid unless signed by the Contracting Officer.

In witness whereof the parties hereto have caused this Agreement to be executed, as of the day and year first above written.

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7/26/12
(Date Signed)

Oigi H. Branch
Contracting Officer

Oigi H. Branch
(Signature of Contracting Officer)

WITNESS: N/A

(Typed Name of Witness)

Fluor Hanford, Inc.
(Typed Name of Contractor)

(Signature of Witness)

Note: In the case of a corporation,
A witness is not required. Type or
print names under all signatures.

Michael S. Strickland

Michael S. Strickland
(Signature of Contractor's Representative)

Director, PHMC Closeout Office

7/25/12
(Date Signed)



(Name of Witness)

U.S. Bank National Association
Gail Heinselman

(Signature of Witness)

Note: In the case of a corporation,
A witness is not required. Type or
print names under all signatures.

Gail Heinselman
(Signature of Financial Institution Representative)

Vice President / Relationships Mgr
(Title)

Spokane, WA 99201
(Address)

9/4/2012
(Date Signed)

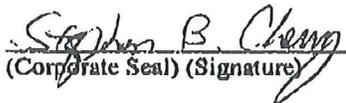
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NOTE

The contractor, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, Stephen B. Cherry, certify that I am the Assistant Secretary of the corporation named as Contractor herein; that Michael S. Strickland, who signed this Agreement on behalf of the Contractor, was then Director, PHMC Closeout Office of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.


(Corporate Seal) (Signature)