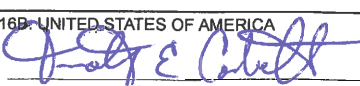


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 10									
2. AMENDMENT/MODIFICATION NO. 0409		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 16EM001729									
6. ISSUED BY CODE Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352		7. ADMINISTERED BY (If other than Item 6) CODE		5. PROJECT NO. (If applicable)									
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.									
CODE 943416610 FACILITY CODE		x		9B. DATED (SEE ITEM 11)									
				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-96RL13200									
				10B. DATED (SEE ITEM 13) 08/15/1996									
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 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 Financial Plan Detail Report 16-003 Net Increase: \$195,890.85													
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.													
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">CHECK ONE</td> <td>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.</td> </tr> <tr> <td></td> <td>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).</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td>X</td> <td>D. OTHER (Specify type of modification and authority) B.2 Obligation of Funds</td> </tr> </table>						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:	X	D. OTHER (Specify type of modification and authority) B.2 Obligation of Funds
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:												
X	D. OTHER (Specify type of modification and authority) B.2 Obligation of Funds												
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.													
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) OBLIGATION NOTICE NUMBER 3 (FY 2016)													
A. This modification increases the total amount obligated by \$195,890.85 from \$9,372,280,025.08 to \$9,372,475,915.93.													
B. The first sentence of Contract Clause B.2, Obligation of Funds, is changed to read as follows: "The amount presently obligated by the Government with respect to this contract is nine billion, three hundred seventy-two million, four hundred seventy-five thousand, nine hundred fifteen dollars and ninety-three cents (\$9,372,475,915.93)."													
Attachments: 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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)											
		Timothy E. Corbett											
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA									
(Signature of person authorized to sign)				 (Signature of Contracting Officer)									
				16C. DATE SIGNED 5/9/2016									

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC06-96RL13200/0409PAGE OF
2 10NAME OF OFFEROR OR CONTRACTOR
FLUOR HANFORD, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Attachment 1 - Conformed Section B Attachment 2 - Financial Plan Detail Report 16-003 Payment: OR for Richland U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4307 Oak Ridge TN 37831 FOB: Destination Period of Performance: 08/06/1996 to 08/23/2009				

PART I - THE SCHEDULE

**SECTION B
SUPPLIES OR SERVICES AND PRICES/COST**

TABLE OF CONTENTS

B.1	SERVICES BEING ACQUIRED.....	1
B.2	OBLIGATION OF FUNDS.....	1
B.3	AVAILABILITY OF APPROPRIATED FUNDS	1
B.4	ESTIMATED COST AND FEE.....	2
B.5	SINGLE FEE	4
B.6	RESERVED	4
B.7	RESERVED.....	4
B.8	RESERVED.....	4

SECTION B

SUPPLIES OR SERVICES AND PRICES/COST

B.1 SERVICES BEING ACQUIRED

The Contractor shall be responsible for planning, managing, integrating, operating and implementing a full range of Hanford programs, projects, and other activities as set forth in Section C. The Contractor shall, in accordance with the terms of this contract, furnish all personnel, facilities, equipment, materials, supplies, and services (except as expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, performing in an efficient and effective manner all work set forth in Section C, or as may be directed by the Contracting Officer within the scope of this contract.

B.2 OBLIGATION OF FUNDS

The amount presently obligated by the Government with respect to this contract is nine billion, three hundred seventy-two million, four hundred seventy-five thousand, nine hundred fifteen dollars and ninety-three cents (\$9,372,475,915.93). Such amount may be increased unilaterally by DOE Contracting Officer written notice to the Contractor and may be increased or decreased by modification to the contract. Estimated collections from others for work and services to be performed under this contract are not included in the funds currently obligated. Such collections, to the extent actually received by the Contractor, shall be processed and accounted for in accordance with applicable requirements imposed by the DOE Contracting Officer. Nothing in this paragraph is to be construed as authorizing the Contractor to exceed limitations stated in financial plans, such as the Financial Plan Report (for individual orders of work for other DOE offices and non-DOE funded work only), established by DOE and furnished to the Contractor from time to time under this contract, unless written direction is provided by the DOE Contracting Officer.

B.3 AVAILABILITY OF APPROPRIATED FUNDS

The duties and obligations of the Government calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the Congress, which DOE may legally spend or obligate for such authorized purposes. Any work performed that exceeds funds currently obligated by Program Parent controls and specific limitations identified in Contract Modifications to Section B.2 and Financial Plan Reports (for individual orders of work for other DOE offices and non-DOE funded work only), without the written consent of the DOE Contracting Officer, shall be at the Contractor's risk.

B.4 ESTIMATED COST AND FEE

- A. The Contract fee pool will be established at the target cost level. If additional scope and associated estimated cost is obligated to the Contract, the fee pool will be adjusted in accordance with paragraph C of this Clause. Additional funding and any associated fee will be added at the sole discretion of DOE.

(1) Estimated Cost:

The estimated cost of the Contract is the total funding provided from October 1, 1996, through September 30, 2008, \$9,232,546,355.56 plus an estimated cost of \$288,165,000.00 (includes fee) for the period October 1, 2008, through August 23, 2009, for total contract estimated cost of \$9,520,711,355.96 (including FY 2009 fee).

The estimated cost, including fee, for the initial contract extension of October 1, 2008 through January 15, 2009 and subsequent contract extensions through August 23, 2009 is set forth as follows (\$ in thousands):

PBS (\$000)	10/01/08 - 1/15/09	1/16/09 - 7/15/09	7/16/09 - 8/23/09	Total FY09 (through 8/23/09)
RL020 - Safeguards & Security	19,701	25,321	4,231	49,253
RL040 - Reliability Projects & HAMMER	4,808	6,390	2,646	13,844
RL041 - B Reactor	0	388	65	453
RL044/RL100 - B Reactor	0	512	187	699
General Site Services ⁽¹⁾	36,844	61,224	8,270	106,339
Pension ⁽¹⁾	33,657			33,657
Transfers to PRC ⁽¹⁾	-32,881			-32,881
Project Management Baseline	62,129	93,836	15,399	171,364
Office of River Protection	2,800	3,728	2,389	8,917
Legacy Benefit Plans (Fernald)	3,792	4,481	735	9,008
Work for Others	15,805	46,500	10,178	72,483
ARRA Support to OHCs		6,324	3,711	10,035
Subtotal	84,526	154,869	32,412	271,807
Fee	4,625	9,256 ⁽²⁾	1,925 ⁽²⁾	15,806 ⁽²⁾
ARRA Support Fee		348 ⁽³⁾	204 ⁽³⁾	552 ⁽³⁾
Total	\$89,151	\$164,473	34,541 ⁽²⁾	288,165 ⁽²⁾

- (1) GSS, Pension, and Transfers to PRC costs are distributed to various RL PBSs.
(2) The fee amounts for these periods have been unilaterally established by DOE.
(3) ARRA cost projection for FH work to be performed for the OHCs increases the fee base in the estimated amounts shown, and the fee to be earned on the ARRA cost projection is at the RL and FHI mutually agreed fee rate of 5.5%.

Per direction from DOE, the pension contribution by the Contractor of \$33.7M was made in October 2008, encompassing the former PHMC. Funding for this contribution was provided by DOE in FY 2008. Pension estimates do not include any changes that would result from DOE N 351.1 or from GAM 94 mortality tables. Should pension contributions beyond these amounts be needed, DOE will either provide additional funding beyond that identified in Section B.4 above to cover the full value of the increased contribution or agree to a corresponding decrease in work scope equal to the full value of the overage. Should required pension contributions be less than these amounts, the Contractor shall identify the savings resulting from the decreased contribution. DOE will determine the use of any cost savings associated with pension contributions below these amounts.

B. Fee

1. Pursuant to the fee schedule above, more or less fee may be paid out in a given year but in no case shall the paid fee exceed the fee amount in the "Total" column above.
2. Unearned fee that is not forfeited for failures to meet contract or performance-based incentive requirements shall be accrued, if appropriate, or recorded as a commitment.

C. Fee Pool Adjustment

If the estimated total cost for a fiscal year in the schedule set forth above in Paragraph A varies from the actual funding by more than plus or minus 10%, or the complexity of the target workscope changes significantly, the Contracting Officer may adjust the total available fee pool for that year based upon the Weighted Guidelines contained in the DOE Acquisition Regulations (DEAR).

D. Estimated Cost and Fee – Transition, Management, and Plan Sponsorship of Fluor Fernald, Inc., Defined Benefit Pension and Post Retirement Benefit (PRB) Plans.

The following subparagraphs apply to the work described in Section C.4.2.54 of the Statement of Work.

- (a) Subject to the other provisions of this Contract, reasonable and necessary costs incurred by the Contractor to accept transfer of sponsorship, administration and management of the Fluor Fernald pension and PRB plans as identified in Section C.4.2.54 of this Contract (Legacy Plans), which are currently sponsored and administered by Fluor Fernald, Inc. under the Fluor Fernald Closure Contract DE-AC24-01OH20115, shall be reimbursable under this Contract. However, the parties understand that the costs necessary to effectuate the transfer to Contractor and to comply with all legal and regulatory requirements associated with the transfer shall be paid by Fluor Fernald, Inc. under the Fluor Fernald Closure Contract DE-AC24-01OH20115.

- (b) Fee. The Contractor shall earn no incremental fee for sponsorship, management and administration of the Legacy Plans during the remainder of this Contract and during any extension to this Contract.

Absent the express, written approval of the Contracting Officer in advance, reimbursement of the aggregate annual contributions for pensions during a plan year shall not exceed the minimum funding standard under ERISA as amended by the Pension Protection Act of 2006.

B.5 SINGLE FEE

The parties formerly agreed to a single fee pool for the Contractor and Assigned Personnel (under teaming arrangements) under Clause B.4 of this Contract as originally executed. Pursuant to the Contractor's reorganization, the concept of "major subcontractor" as originally proposed is no longer applicable to this Contract. The Contractor agrees that it will not charge costs to the Contract representing any fee or profit for a subcontractor managing any work scope previously managed by a major subcontractor.

B.6 RESERVED

B.7 RESERVED

B.8 RESERVED

Financial Plan Number: 3
Contract Modification Number: 16EM001729
Rpt Entity: RL Richland Operations Office

Fiscal Year: 2016
Fiscal Month: 07

Financial Plan Report - Detail with Appr Year

Site: RL

Page 1 of 3
Report: RFP0013

RL13200 - Fluor Hanford Inc.

Report Generated on: April 28, 2016 at 11:20:43 AM

Appr Year	Rpt Entity	Fund Code	Leg FT	Leg Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	BA			Total Available
												Previous	Change	Revised	
2005	421101	00555	2Y	0000000	00000000	00000	0000000	0000000	0000000		487.46	0.00	0.00	0.00	487.46
Total for Program Parent/Control Point: 00000000											487.46	0.00	0.00	0.00	487.46
2005	421101	00555	2Y	1720575	600303000	25400	0420097	0000000	0420391	AGRG001085	-487.46	0.00	0.00	0.00	-487.46
Total for Program Parent/Control Point: 600000000											-487.46	0.00	0.00	0.00	-487.46
Total for Fund Type: 2Y											0.00	0.00	0.00	0.00	0.00
2005	421101	01250	TP	1110608	EY1242111	32002	0421029	0001520	0000000		2,772.00	0.00	0.00	0.00	2,772.00
Total for Program Parent/Control Point: EY1200000											2,772.00	0.00	0.00	0.00	2,772.00
2005	421101	01250	TP	1110651	EY3542301	32002	0420669	0001524	0000000		0.45	0.00	0.00	0.00	0.45
Total for Program Parent/Control Point: EY3500000											0.45	0.00	0.00	0.00	0.45
2007	421101	01250	TP	1110843	EY5142301	32002	0000000	0001524	0000000		-54,800.00	0.00	0.00	0.00	-54,800.00
2007	421101	01250	TP	1110843	EY5142301	32002	0427006	0001524	0000000		54,800.00	0.00	0.00	0.00	54,800.00
Total for Program Parent/Control Point: EY5142301											0.00	0.00	0.00	0.00	0.00
Total for Fund Type: TP											2,772.45	0.00	0.00	0.00	2,772.45
2005	421101	00912	YX	1721235	YN0100000	25400	0420114	0000000	0000000		1,177.85	0.00	0.00	0.00	1,177.85
Total for Program Parent/Control Point: YN0100000											1,177.85	0.00	0.00	0.00	1,177.85
Total for Fund Type: YX											1,177.85	0.00	0.00	0.00	1,177.85
2006	421101	00911	YZ	1721310	YN1901000	25400	0000000	0000000	0421357	TSKM4NA25278	-113,974.99	0.00	0.00	0.00	-113,974.99
2007	421101	00911	YZ	1721310	YN1901000	25400	0000000	0000000	0421357	TSKM4NA25278	113,974.99	0.00	0.00	0.00	113,974.99
Total for Program Parent/Control Point: YN1901000											0.00	0.00	0.00	0.00	0.00
Total for Fund Type: YZ											0.00	0.00	0.00	0.00	0.00
Total for Recipient Code: RL											3,950.30	0.00	0.00	0.00	3,950.30
Total for Reporting Entity: 421101											3,950.30	0.00	0.00	0.00	3,950.30

Financial Plan Report - Detail with Appr Year

Report Generated on: April 28, 2016 at 11:20:43 AM

RL13200 - Fluor Hanford Inc.

Appr Year	Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	BA			Total Available
												Previous	Change	Revised	
2009	421701	01250	TP	1110460	EW1001204	25400	0420160	0001539	0000000		4,109.15	0.00	0.00	0.00	4,109.15
Total for Program Parent/Control Point: EW1000000											4,109.15	0.00	0.00	0.00	4,109.15
2009	421701	01250	TP	1110820	EY5042111	25400	0000000	0001520	0000000		46,762.00	0.00	0.00	0.00	46,762.00
2011	421701	01250	TP	1110820	EY5042111	25400	0000000	0001520	0000000		12,193.82	0.00	0.00	0.00	12,193.82
Total for Program Parent/Control Point: EY5042111											58,955.82	0.00	0.00	0.00	58,955.82
2009	421701	01250	TP	1110826	EY5042121	25400	0000000	0001521	0000000		45,682.66	0.00	0.00	0.00	45,682.66
2011	421701	01250	TP	1110826	EY5042121	25400	0000000	0001521	0000000		2,197.02	0.00	0.00	0.00	2,197.02
Total for Program Parent/Control Point: EY5042121											47,879.68	0.00	0.00	0.00	47,879.68
2009	421701	01250	TP	1110842	EY5142130	25400	0000000	0001522	0000000		160,555.12	0.00	0.00	0.00	160,555.12
2011	421701	01250	TP	1110842	EY5142130	25400	0000000	0001522	0000000		64,000.00	0.00	0.00	0.00	64,000.00
Total for Program Parent/Control Point: EY5142130											224,555.12	0.00	0.00	0.00	224,555.12
2009	421701	01250	TP	1110843	EY5142301	25400	0000000	0001524	0000000		57,912.83	0.00	0.00	0.00	57,912.83
Total for Program Parent/Control Point: EY5142301											57,912.83	0.00	0.00	0.00	57,912.83
2011	421701	01250	TP	1110849	EY5142401	25400	0000000	0001525	0000000		31,317.49	0.00	0.00	0.00	31,317.49
Total for Program Parent/Control Point: EY5142401											31,317.49	0.00	0.00	0.00	31,317.49
2014	421701	01250	TP	1111549	EY520111A	25400	0000000	0001520	0000000		100,000.00	0.00	0.00	0.00	100,000.00
2014	421701	01250	TP	1111551	EY5201120	25400	0000000	0001521	0000000		150,000.00	0.00	0.00	0.00	150,000.00
2014	421701	01250	TP	1111552	EY520113A	25400	0000000	0001522	0000000		50,000.00	0.00	0.00	0.00	50,000.00
2016	421701	01250	TP	1111552	EY520113A	25499	0000000	0001522	0000000		0.00	100,000.00	0.00	100,000.00	100,000.00
2012	421701	01250	TP	1111554	EY520130A	25400	0000000	0001524	0000000		10,522.47	0.00	0.00	0.00	10,522.47
2014	421701	01250	TP	1111554	EY520130A	25400	0000000	0001524	0000000		50,000.00	0.00	0.00	0.00	50,000.00
Total for Program Parent/Control Point: EY520111A											360,522.47	100,000.00	0.00	100,000.00	460,522.47
2013	421701	01250	TP	1111556	EY5202400	25499	0421401	0001525	0000000		0.00	4,603.16	0.00	4,603.16	4,603.16
2013	421701	01250	TP	1111556	EY5202400	25499	0421415	0001525	0000000		4,507.13	-4,603.16	0.00	-4,603.16	-96.03
2014	421701	01250	TP	1111556	EY5202400	25400	0000000	0001525	0000000		132,653.00	0.00	0.00	0.00	132,653.00
2015	421701	01250	TP	1111556	EY5202400	25499	0421401	0001525	0000000		111,049.98	0.00	0.00	0.00	111,049.98
2016	421701	01250	TP	1111556	EY5202400	25499	0421401	0001525	0000000		0.00	120,000.00	200,000.00	320,000.00	320,000.00
Total for Program Parent/Control Point: EY5202400											248,210.11	120,000.00	200,000.00	320,000.00	568,210.11
2009	421701	01250	TP	1111156	FS5042090	25400	0000000	0001523	0000000		46,762.00	0.00	0.00	0.00	46,762.00
2016	421701	01250	TP	1111156	FS5042090	25499	0000000	0001523	0000000		0.00	50,000.00	0.00	50,000.00	50,000.00
Total for Program Parent/Control Point: FS5010010											46,762.00	50,000.00	0.00	50,000.00	96,762.00
Total for Fund Type: TP											1,080,224.67	270,000.00	200,000.00	470,000.00	1,550,224.67
Total for Recipient Code: RL											1,080,224.67	270,000.00	200,000.00	470,000.00	1,550,224.67
Total for Reporting Entity: 421701											1,080,224.67	270,000.00	200,000.00	470,000.00	1,550,224.67
Total for RL13200 - Fluor Hanford Inc.											1,084,174.97	270,000.00	200,000.00	470,000.00	1,554,174.97

AY 2016 - Incremental Funding

Financial Plan Number: 3
Contract Modification Number: 16EM001729
Rpt Entity: RL Fluor Daniel

Fiscal Year: 2016
Fiscal Month: 07

Financial Plan Report - Detail with Appr Year

Report Generated on: April 28, 2016 at 11:20:43 AM

RL13200 - Fluor Hanford Inc.

Appr	Rpt	Fund	Leg		Legacy	Obj.	Local			Legacy	Beginning	BA			Total
Year	Entity	Code	FT	Program	B&R	Class	Use	Project	WFO	Order Number	Uncosted Obs	Previous	Change	Revised	Available

This financial plan was generated for the following options: All Transactions