

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. 0415	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 17EM001663 & 17EM01888	5. PROJECT NO. (If applicable)
6. ISSUED BY Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FLUOR HANFORD, INC. Attn: MICHAEL STRICKLAND 100 FLUOR DANIEL DR. GREENVILLE SC 29640		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 943416610	FACILITY CODE	(x) 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		Net Decrease:	-\$1,410,526.00
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:		
X	D. OTHER (Specify type of modification and authority) B.2 Obligation of Funds		
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> 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 1 and 2 (FY 2017)			
A. This modification decreases funding on RFS 1W4J21 by \$437,775.96 and closes the RFS. This modification decreases total contract funding by \$1,410,526.00. The total amount obligated of \$9,372,945,915.93 is decreased by \$1,410,526.00 for a total obligation of 9,371,535,389.93.			
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-one million, five hundred thirty-five thousand, three hundred eighty-nine dollars and ninety-three cents (9,371,535,389.93)." 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) Bill Shingler, Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Timothy E. Corbett	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 7/19/2017	15B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 7/19/2017

NSN 7540-01-152-8070  
Previous edition unusable

MS6 - 20M  




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

**PART I - THE SCHEDULE**

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

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## 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-one million, five hundred thirty-five thousand, three hundred eighty-nine dollars and ninety-three cents (9,371,535,389.93). 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 <sup>(1)</sup>	36,844	61,224	8,270	106,339
Pension <sup>(1)</sup>	33,657			33,657
Transfers to PRC <sup>(1)</sup>	-32,881			-32,881
<b>Project Management Baseline</b>	<b>62,129</b>	<b>93,836</b>	<b>15,399</b>	<b>171,364</b>
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
<b>Subtotal</b>	<b>84,526</b>	<b>154,869</b>	<b>32,412</b>	<b>271,807</b>
Fee	4,625	9,256 <sup>(2)</sup>	1,925 <sup>(2)</sup>	15,806 <sup>(2)</sup>
ARRA Support Fee		348 <sup>(3)</sup>	204 <sup>(3)</sup>	552 <sup>(3)</sup>
<b>Total</b>	<b>\$89,151</b>	<b>\$164,473</b>	<b>34,541 <sup>(2)</sup></b>	<b>288,165 <sup>(2)</sup></b>

- (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**

RICHLAND OPERATIONS OFFICE  
**REQUEST FOR SERVICES - FLUOR HANFORD, INC.**  
 Under Contract DE-AC06-09RL13200

**RFS NUMBER: 1W4J21**

Supplement: 11

Letter #

<b>To:</b> Fluor Hanford, Inc. Attn: M. S. Strickland Prime Contract Management Richland, Washington 99352	<b>Billing Information:</b> PBS/STARS Project - C002857 BNR/Program - 1111556 Object Class - 25499	Fund Type - TP Local Use - 0421401 WFO - 0000000
<b>DOE Cost Code:</b> <input checked="" type="checkbox"/> Costs Locally <input type="checkbox"/> Transfer Cost - IEWO'S	<b>Period of Performance: 08/24/2009 - 09/30/2016</b>	
<b>Classified Work?</b>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Shipping of Nuclear Material?</b>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

**DESCRIPTION OF SERVICE AND PROCEDURE**

**SUBJECT: PHMC Contract Closeout**

DOE Technical POC: S. R. Einan

DOE Budget POC: K. K. Mamiya

PHMC Technical POC: M. S. Strickland

**PHMC Closeout Office Operations - In anticipation of contract close-out, this RFS is to reduce the EM non-Baseline contract balances to zero. This RFS is now closed. 6/20/2017**

Authorization for performance of the workscope contained in the attached Statement of Work at the estimated cost of \$7,600,000 is hereby approved, subject to funding provided by RL by way of formal contract modifications.

Performance for the work scope contained in the Statement of Work has been completed. Remaining funds in the amount of (\$300,000) are hereby approved for deobligating by RL by way of formal contract modifications.

Authority	Current Year	Cumulative
Previous Total	\$ (300,000.00)	\$ 7,631,185.76
Current Action	(137,775.96)	(137,775.96)
Revised Total	\$ (437,775.96)	\$ 7,493,409.80

All work to be performed in accordance with Contract DE-AC06-96RL13200, or a non-interference basis with PHMC work.

APPROVED:   
 Contracting Officer

6/20/2017  
 Date

**RECORD NOTE:**

**DISTRIBUTION: w/encl**

- 1. Original, BUD, H5-20
- 2. PRO RDG File
- 3. M. J. Edwards, MSA, H7-01
- 4. S. R. Einan, DOE, H5-20

- 5. K. K. Mamiya, DOE, H5-20
- 6. L. R. Hafer, FFS, H0-58
- 7. J. C. Patton, FFS, H0-58
- 8. Correspondence Control - PHMC

Fiscal Year	Fiscal Month	Finplan Number	Rpt Entity	Purchase Order	Fund Code	Approp Year	Program	Legacy Program	Object Class	Local Use	Project	WFO	Beginning Uncosted				Total Available	
													Obs	BA Previous	BA Change	BA Revised		
2017	9	1	421101	RL13200	1250	2005	1110657	EY3542401	32002	420703	1525	0	\$ -	\$ -	\$ (1.00)	\$ (1.00)	\$ (1.00)	
2017	9	1	421701	RL13200	1250	2011	1110849	EY5142401	25400	0	1525	0	\$ 21,634.25	\$ -	\$ (21,634.25)	\$ (21,634.25)	\$ -	
2017	9	1	421701	RL13200	1250	2011	1110826	EY5042121	25400	0	1521	0	\$ 2,197.02	\$ -	\$ (2,197.02)	\$ (2,197.02)	\$ -	
2017	9	1	421701	RL13200	1250	2016	1111556	EY5202400	25499	421401	1525	0	\$ 566,833.62	\$ -	\$ (300,000.00)	\$ (300,000.00)	\$ 266,833.62	
2017	9	1	421701	RL13200	1250	2009	1110842	EY5142130	25400	0	1522	0	\$ 457,499.64	\$ -	\$ (457,499.64)	\$ (457,499.64)	\$ -	
2017	9	1	421201	RL13200	1250	2005	1721235	YN0100000	25200	0	0	0	\$ -	\$ -	\$ (5,628.79)	\$ (5,628.79)	\$ (5,628.79)	
2017	9	1	421201	RL13200	1250	2005	0	0	25200	0	0	0	\$ -	\$ -	\$ 5,628.79	\$ 5,628.79	\$ 5,628.79	
2017	9	1	421701	RL13200	1250	2009	1110826	EY5042121	25400	0	1521	0	\$ 29,270.98	\$ -	\$ (29,270.98)	\$ (29,270.98)	\$ -	
2017	9	1	421701	RL13200	1250	2011	1110820	EY5042111	25400	0	1520	0	\$ 12,193.82	\$ -	\$ (12,193.82)	\$ (12,193.82)	\$ -	
2017	9	1	421101	RL13200	1250	2006	1110842	EY5142130	25400	0	1522	0	\$ 62,936.02	\$ -	\$ (62,936.02)	\$ (62,936.02)	\$ -	
2017	9	1	421101	RL13200	1250	2005	1110657	EY3542401	25200	420703	1525	0	\$ (1.00)	\$ -	\$ 1.00	\$ 1.00	\$ -	
2017	9	1	421701	RL13200	1250	2016	1111156	FS5042090	25499	0	1523	0	\$ 50,000.00	\$ -	\$ (50,000.00)	\$ (50,000.00)	\$ -	
2017	9	1	421701	RL13200	1250	2009	1111156	FS5042090	25400	0	1523	0	\$ 23,601.00	\$ -	\$ (23,601.00)	\$ (23,601.00)	\$ -	
2017	9	1	421701	RL13200	1250	2009	1110843	EY5142301	25400	0	1524	0	\$ 33,434.75	\$ -	\$ (33,434.75)	\$ (33,434.75)	\$ -	
2017	9	1	421701	RL13200	1250	2014	1111556	EY5202400	25400	0	1525	0	\$ 95,177.62	\$ -	\$ (95,177.62)	\$ (95,177.62)	\$ -	
2017	9	1	421701	RL13200	1250	2009	1110820	EY5042111	25400	0	1520	0	\$ 20,804.94	\$ -	\$ (20,804.94)	\$ (20,804.94)	\$ -	
2017	9	1	421701	RL13200	1250	2011	1110842	EY5142130	25400	0	1522	0	\$ 64,000.00	\$ -	\$ (64,000.00)	\$ (64,000.00)	\$ -	
2017	9	1	421701	RL13200	1250	2016	1111552	EY520113A	25499	0	1522	0	\$ 100,000.00	\$ -	\$ (100,000.00)	\$ (100,000.00)	\$ -	
													PR	\$ (972,750.04)				
													RFS	\$ (300,000.00)				
Total Financial Plan 17-01												\$	1,539,582.66	\$	-	\$ (1,272,750.04)	\$ (1,272,750.04)	\$ 266,832.62
2017	9	2	421701	RL13200	1250	2016	1111556	EY5202000	25499	421401	1525	0	\$ 566,833.62	\$ (300,000.00)	\$ (137,775.96)	\$ (437,775.96)	\$ 129,057.66	
Total Financial Plan 17-02													RFS	\$ (137,775.96)				
Total Modification 415												\$	2,106,416.28	\$	(300,000.00)	\$ (1,410,526.00)	\$ (1,710,526.00)	\$ 395,890.28