



Department of Energy
Richland Operations Office
P.O. Box 550
Richland, Washington 99352

04-PRO-0339

APR 07 2004

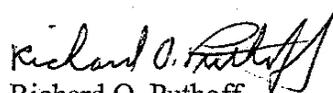
Mr. T. E. Logan, President
Bechtel Hanford, Inc.
3070 George Washington Way
Richland, Washington 99352

Dear Mr. Logan:

CONTRACT NO. DE-AC06-93RL12367 - CONTRACT MODIFICATION A216

Enclosed for your files is one fully executed copy of the subject contract modification. The modification extends the contract performance period through September 30, 2004. If you have any questions, please contact me on (509) 376-8853.

Sincerely,


Richard O. Puthoff
Contracting Officer

PRO:GHB

Enclosure

cc w/encl:
S. L. Feaster, BHI

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE 1 OF 7 PAGES

2. AMENDMENT/MODIFICATION NO. **A216**
3. EFFECTIVE DATE **See Block 16C**
4. REQUISITION/PURCHASE REQ. NO. **04RL12367.011**
5. PROJECT NO. (if applicable)

6. ISSUED BY CODE
**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

**Bechtel Hanford, Inc.
3070 George Washington Way
Richland, WA 99352**

(X) 9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC06-93RL12367
X
10B. DATED (SEE ITEM 13) **01/15/93**

CODE 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 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.

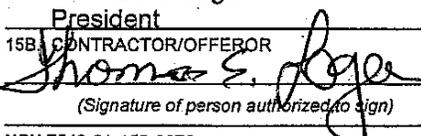
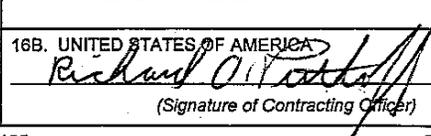
- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Mutual agreement of the contracting parties.
- D. OTHER (Specify type of modification and authority)

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 (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to add an additional period of optional performance from May 1, 2004 through September 30, 2004.

Replacement pages B-2 through B-5, F-1, and I-18 are attached.

15A. NAME AND TITLE OF SIGNER (Type or print) Thomas E. Logan President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Richard O. Puthoff	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 3/31/04	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 3/31/04

- d. Estimated cost for the first four months of optional performance pursuant to Clause I-52, Option to Extend Services (July 1, 2003 – November 1, 2003): \$ 35,678,346
- Fee Ceiling for the first four months of optional performance pursuant to Clause I-52, Option to Extend Services (July 1, 2003 – November 1, 2003): \$ 3,321,654
- Total estimated cost and fee for the first four months of optional performance pursuant to Clause I-52, Option to Extend Services (July 1, 2003 – November 1, 2003): \$ 39,000,000
- e. Estimated cost for the six-month option period (November 2, 2003 - May 1, 2004): \$ 59,572,500
- Fee ceiling for the six-month option period (November 2, 2003 - May 1, 2004): \$ 5,427,500
- Total estimated cost and fee for the six-month option period (November 2, 2003 - May 1, 2004): \$ 65,000,000
- f. Estimated cost for the five-month option period (May 1, 2004 - September 30, 2004): \$ 48,574,500
- Fee ceiling for the five-month option period (May 1, 2004 - September 30, 2004): \$ 4,425,500
- Total estimated cost and fee for the five-month option period (May 1, 2004 - September 30, 2004): \$ 53,000,000
- g. Cumulative (phase-in period, base period, four-year option period, four-month Option to Extend Services period, six-month option period, five-month option period) total estimated cost and fee: \$ 1,522,211,613
- h. Table B-1 contains the estimated funding, costs, and fee for base and option periods of the contract. These estimates are subject to change in accordance with clause B-5 paragraphs d and e.

Table B-1. Estimated Funding, Costs, and Fee.

Period of Performance	Projected Funding	Costs	Fee Pool
Phase-In Period			
Feb. 22, 1994 - June 30, 1994	\$7,650,536	\$7,650,536	\$0
Base Period			
July 1, 1994 - Sept. 30, 1994	\$57,965,466	\$54,068,526	\$3,896,940
Oct. 1, 1994 - Sept. 30, 1995	\$163,703,523	\$151,703,523	\$12,000,000
Oct. 1, 1995 - Sept. 30, 1996	\$144,094,318	\$126,094,318	\$18,000,000
Oct. 1, 1996 - Sept. 30, 1997	\$134,940,770	\$120,940,770	\$14,000,000
Oct. 1, 1997 - Sept. 30, 1998	\$132,302,000	\$121,752,000	\$10,550,000
Oct. 1, 1998 - June 30, 1999	\$101,250,000	\$93,447,162	\$ 7,802,838
Total Base Period	\$734,256,077	\$668,006,299	\$66,249,778
Option Periods			
July 1, 1999 - Sept. 30, 1999	\$ 33,750,000	\$31,149,054	\$ 2,600,946
Oct. 1, 1999 - Sept. 30, 2000	\$151,000,000	\$139,814,815	\$11,185,185
Oct. 1, 2000 - Sept. 30, 2001	\$177,000,000	\$163,888,889	\$13,111,111
Oct. 1, 2001 - June 30, 2002	\$134,250,000	\$124,305,556	\$9,944,444
July 1, 2002 - June 30, 2003	\$127,305,000	\$117,494,250	\$9,810,750
*July 1, 2003 - Nov. 1, 2003	\$ 39,000,000	35,678,346	\$3,321,654
Nov. 2, 2003 - May 1, 2004	\$ 65,000,000	\$ 59,572,500	\$5,427,500
May 1, 2004 - Sept. 30, 2004	\$ 53,000,000	\$ 48,574,500	\$4,425,500
Total Option Periods	\$780,305,000	\$720,477,910	\$59,827,090
Total Contract	\$1,522,211,613	\$1,396,134,745	\$126,076,868

* This interval was awarded and performed pursuant to I-52, Option to Extend Services.

B-3 OBLIGATION OF FUNDS

- a. Pursuant to the clause FAR 52.232-22 (see Section I) entitled "Limitation of Funds," total funds in the amount of \$1,323,353,644.15 (through modification A213) are obligated herewith and made available for payment of allowable costs and fee to be incurred from the effective date of this contract through the period stated in Section F.
- b. Cost and commitment limitations. In addition to the limitations provided for elsewhere in this contract, the DOE Contracting Officer may, through directives issued to the Contractor, establish controls on the costs to be incurred and commitments to be made in the performance of the contract work. Such instruction may be amended or supplemented from time to time by the

commitments to be made in the performance of the contract work. Such instruction may be amended or supplemented from time to time by the Contracting Officer. The Contractor hereby agrees to comply with the specific limitations (ceilings) on costs and commitments set forth in the directives, to use its best efforts to comply with other requirements of such directives, and to promptly notify DOE in writing, whenever it has reason to believe the authorized financial levels of costs and commitments will be exceeded or substantially underrun.

B-4 OPTION TO EXTEND THE TERM OF THE CONTRACT

This contract shall be renewable, at the unilateral option of the Government, in accordance with FAR 52.217-9 as set forth in Section I. All terms and conditions stated herein shall remain in effect during the renewed contract period. Further, the Contractor agrees that the performance under said extension shall be accomplished within the estimated cost as set forth in B-2c above.

B-5 FEE

It is DOE's intention to manage this contract under a cost-plus performance based fee arrangement. No fee will be paid during the phase-in period of February 22, 1994 through June 30, 1994.

- a. The fee ceiling for the basic contract is \$ 66,249,778. The fee ceiling for the option periods is \$ 59,827,090. The fee ceiling constitutes the total fee pool available for payment of performance based fee amounts. (Calculation of these amounts are based on estimated funding from Table B-1).
- b. Total available fee allocated for each fiscal year of contract performance will be set forth annually in Table B-2.

Table B-2. Fee Pool Allocations by Fiscal Year

Fiscal Year	Total Available Fee	Basic Fee	Performance Based Fee
FY94	\$3,896,940	\$1,169,082	\$2,727,858
FY95	\$12,000,000	\$3,600,000	\$8,400,000
FY96	\$18,000,000	\$5,400,000	\$12,600,000
FY97	\$14,000,000	\$4,200,000	\$9,800,000
FY98	\$10,550,000	\$3,165,000	\$7,385,000
FY99	\$10,602,921	\$0	\$10,602,921
FY00	\$10,878,581	\$0	\$10,878,581
FY01	\$11,114,845	\$0	\$11,114,845
FY02	\$10,742,849	\$0	\$10,742,849
FY03	\$8,538,967	\$0	\$8,538,967
FY04	\$11,027,705	\$0	\$11,027,705

Total available fee will be allocated to the evaluation periods defined in the Performance Plan as set forth below:

Table B-3. Basic and Performance Fee Pool Allocations by Evaluation Period

Evaluation Period	Total Available Fee	Basic Fee	Performance Based Fee
94 (07/01/94-09/30/94)	\$3,896,940	\$1,169,082	\$2,727,858
95-1 (10/01/94-03/31/95)	\$5,000,000	\$1,800,000	\$3,200,000
95-2 (04/01/95-09/30/95)	\$7,000,000	\$1,800,000	\$5,200,000
96-1 (10/01/95-03/31/96)	\$8,244,000	\$2,700,000	\$5,544,000
96-2 (04/01/96-09/30/96)	\$9,756,000	\$2,700,000	\$7,056,000
97-1 (10/01/96-03/31/97)	\$7,500,000	\$2,250,000	\$5,250,000
97-2 (04/01/97-09/30/97)	\$6,500,000	\$1,950,000	\$4,550,000
98-1 (10/01/97-03/31/98)	\$5,275,000	\$1,582,500	\$3,692,500
98-2 (04/01/98-09/30/98)	\$5,275,000	\$1,582,500	\$3,692,500
1999 (10/01/98-09/30/99)	\$10,602,921	\$0	\$10,602,921
2000 (10/01/99-09/30/00)	\$10,878,581	\$0	\$10,878,581
2001 (10/01/00-09/30/01)	\$11,114,845	\$0	\$11,114,845
2002 (10/01/01-09/30/02)	\$10,742,849	\$0	\$10,742,849
2003 (10/01/02-09/30/03)	\$8,538,967	\$0	\$8,538,967
2004 (10/01/03-09/30/04)	\$11,027,705	\$0	\$11,027,705

- c. The methodology for apportioning the annual fee available into basic and award fee amounts through Fiscal Year 1998 is as follows:

Basic Fee 30 percent of the annual fee available.

Performance Based Fee 70 percent of the annual fee available will be apportioned to completion of performance objectives and criteria set forth in the Performance Plan.

Effective October 1, 1998, the contract will be 100 percent performance based. There will be no basic fee consideration.

- d. From October 1, 1998 and thereafter, determination of fee pool amounts by DOE will include consideration of total Environmental Restoration (ER) work (as documented in detailed work plans and other documents), other Hanford work performed or managed by the Contractor for DOE, and work performed for other site contractors to the benefit of DOE, less anticipated fee to be paid to the Contractor's Pre-Selected Subcontractor(s).

From October 1, 1998 and thereafter, the available fee pool within a given fiscal year will be determined as follows:

In September of each year, DOE will evaluate projected funding necessary for executing the scope of work (during the following fiscal year) included

PART I - SECTION F

DELIVERIES OR PERFORMANCE

F-1 PERIOD OF PERFORMANCE

The period of performance for the basic contract, including the exercised option periods and four months of performance pursuant to I-52, Option to Extend Services, is ten years, three months. Work shall commence on July 1, 1994 and will continue through September 30, 2004. The transition period will begin February 22, 1994. All terms and conditions as previously modified will remain in effect throughout the option periods.

F-2 PRINCIPAL PLACE OF PERFORMANCE AND DELIVERY

The principal place of performance of this contract shall be at the Hanford Site, Richland, Washington. All deliverable items shall be delivered to the Contracting Officer or designee unless otherwise specified.

F-3 UNIFORM REPORTING SYSTEM

Contractor shall prepare and submit the plans and reports indicated on the Reporting Requirements Checklist (Attachment 1), or amendments to this checklist, which the Contracting Officer determines are necessary, to the addresses to be provided by the Contracting Officer. The level of detail the Contractor must provide in any required plans and reports shall be commensurate with the scope and complexity of the task and the reporting categories specified in the checklist. The Contractor shall be responsible for levying appropriate reporting requirements on any subcontractors in such a manner to ensure that data submitted by the subcontractor to the Contractor is compatible with the data elements that the Contractor is responsible for submitting to DOE. Plans and reports submitted in compliance with this clause are in addition to any other reporting requirements of this contract.

- A. Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
- B. Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the Contracting Officer promptly, but not more than one (1) year after the Contractor's right of action first accrues; and provided that the costs associated with such claims are not unallowable. In addition, the Contractor should provide prompt notice to the Contracting Officer of all potential claims under this clause, whether in litigation or not.
- C. Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

I-12 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

- a. The Government may extend the term of this contract by written notice to the Contractor within the period of performance stated within this contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option provision.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten years and three months.