



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

04-PRO-0208

JAN 20 2004

Mr. T. E. Logan, President
Bechtel Hanford, Inc.
3350 George Washington Way
Richland, Washington 99352

Dear Mr. Logan:

CONTRACT NO. DE-AC06-93RL12367 - CONTRACT MODIFICATION M208

Enclosed for your files is one fully executed copy of the subject contract modification.

If you have any questions, please contact me on (509) 376-8853.

Sincerely,

A handwritten signature in black ink that reads "Richard O. Puthoff".

Richard O. Puthoff
Contracting Officer

PRO:GHB

Enclosure

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

2. AMENDMENT/MODIFICATION NO. <p style="text-align: center;">M208</p>	3. EFFECTIVE DATE <p style="text-align: center;">01-05-2004</p>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
--	--	----------------------------------	--------------------------------

6. ISSUED BY <p style="text-align: center;">CODE</p> 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) <p style="text-align: center;">CODE</p>
--	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) Bechtel Hanford, Inc. 3350 George Washington Way Richland, WA 99352	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC06-93RL12367
CODE	FACILITY CODE	10B. DATED (SEE ITEM 13) 01/15/93

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)
N/A

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

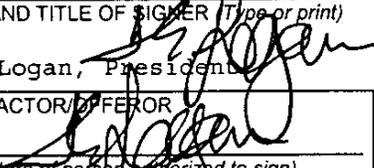
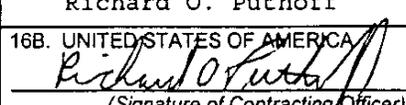
- | | |
|-----|---|
| (X) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, 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:
Special Contract Requirement H-20, KEY PERSONNEL |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor is not, 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 update clause H-20, KEY PERSONNEL.

The attached page H-19 replaces the existing page H-19.

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) T.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 1/14/04
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 1/14/04

day that the invoice is delivered unless directed otherwise by DOE.

H-20 KEY PERSONNEL

The personnel specified below are considered essential to the work being performed under this contract. Prior to diverting to other positions or substituting any of the specified individuals, the Contractor shall notify the Contracting Officer at least thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion or substitution shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion or substitution and such ratification shall constitute the consent of the Contracting Officer required by this clause. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

<u>NAME</u>	<u>TITLE</u>
T. E. Logan*	President
Vacant*	Vice President, Operations
Vacant	Manager, Quality, Safety and Health
M. B. Fox	Manager, Planning and Controls

The base annual salary for all Key Personnel are reimbursable only to the extent each such salary has been approved on DOE Form 3220.5, Application for Contractor Compensation Approval, by DOE. The contractor will provide supporting information with DOE Form 3220.5 on all compensation actions well in advance of the proposed effective date.

For the asterisked (*) employees BHI will invoice DOE the salary cost only after approval is received. For all other key employees BHI is allowed to invoice DOE for any salary costs, which are in accordance with the submitted salary plan or Form DOE 3220.5. In case of disapproval of such billed salary costs (either direct or indirect) BHI within 45 days will issue a retroactive credit to the proper account.

H-21 DEPARTMENT OF LABOR WAGE DETERMINATION

In the performance of this contract, the Contractor and/or subcontractors shall comply with the requirements of U.S. Department of Labor Wage Determination Number (96-0330), Revision 1, dated (11/10/1997), if the contract or subcontracts are covered by the Service Contract Act. Prior to the beginning of each contract year, a revised wage determination shall be requested from the Department of Labor and incorporated into this contract by letter from the Contracting Officer. The Contractor and/or subcontractors shall comply with the revised wage determination for Service Contract Act covered employees.