

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
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2. AMENDMENT/MODIFICATION NO. 373  
3. EFFECTIVE DATE 03/31/2011  
4. REQUISITION/PURCHASE REQ. NO. 11EM002072  
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

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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) Net Increase: \$300,000.00  
See Attached Financial Plan Detail Report

**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 Contract Clause B-2, Obligation of Funds

E. IMPORTANT: Contractor  is not.  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 6 (FY 2011)

A. This modification increases the total amount obligated by \$300,000.00 from \$9,383,006,825.23 to \$9,383,306,825.23.  
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 eighty-three million, three hundred six thousand, eight hundred twenty-five dollars and twenty-three cents (9,383,006,825.23)." Replacement contract page B-1, with updated Clause B-2 language, is provided in this modification.  
FOB: Destination  
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) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Gigi H. Branch

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
*(Signature of person authorized to sign)* *(Signature of Contracting Officer)* 03/31/2011

## **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 eighty-three million, three hundred six thousand, eight hundred twenty-five dollars and twenty-three cents (\$9,383,306,825.23). 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.

# Financial Plan Report - Detail

RL13200 - Fluor Hanford Inc.

Report Generated on: March 31, 2011 at 11:35:54 AM

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	
421701	01250	TP 1110820	EY5042111	25400	0000000	0001520	0000000		207,957.44	0.00	24,000.00	24,000.00	231,957.44
<i>AY 2011 - wallace litigation funding</i>													
421701	01250	TP 1110822	EY5042113	25400	0000000	0001522	0000000		0.00	0.00	64,000.00	64,000.00	64,000.00
<i>AY 2011 - wallace litigation funding</i>													
<b>Total for Program Parent/Control Point: EY5042111</b>									207,957.44	0.00	88,000.00	88,000.00	295,957.44
421701	01250	TP 1110826	EY5042121	25400	0000000	0001521	0000000		273,548.51	0.00	32,000.00	32,000.00	305,548.51
<i>AY 2011 - wallace litigation funding FY11</i>													
<b>Total for Program Parent/Control Point: EY5042121</b>									273,548.51	0.00	32,000.00	32,000.00	305,548.51
421701	01250	TP 1110843	EY5142301	25400	0000000	0001524	0000000		317,237.23	-140,676.00	34,000.00	-106,676.00	210,561.23
<i>AY 2011 - wallace litigation funding</i>													
<b>Total for Program Parent/Control Point: EY5142301</b>									317,237.23	-140,676.00	34,000.00	-106,676.00	210,561.23
421701	01250	TP 1110849	EY5142401	25400	0000000	0001525	0000000		0.00	14,400.00	22,000.00	36,400.00	36,400.00
<i>AY 2011 - wallace litigation funding FY11</i>													
421701	01250	TP 1110849	EY5142401	25400	0421401	0001525	0000000		742,035.15	250,000.00	100,000.00	350,000.00	1,092,035.15
<i>AY 2011 - incremental FY11 funding</i>													
<b>Total for Program Parent/Control Point: EY5142401</b>									742,035.15	264,400.00	122,000.00	386,400.00	1,128,435.15
421701	01250	TP 1111148	FS5042010	25400	0000000	0001523	0000000		0.00	124,800.00	24,000.00	148,800.00	148,800.00
<i>AY 2009 - wallace litigation funding</i>													
<b>Total for Program Parent/Control Point: FS5042010</b>									0.00	124,800.00	24,000.00	148,800.00	148,800.00
<b>Total for Fund Type: TP</b>									1,540,778.33	248,524.00	300,000.00	548,524.00	2,089,302.33
<b>Total for Recipient Code: RL</b>									1,540,778.33	248,524.00	300,000.00	548,524.00	2,089,302.33
<b>Total for Reporting Entity: 421701</b>									1,540,778.33	248,524.00	300,000.00	548,524.00	2,089,302.33
<b>Total for RL13200 - Fluor Hanford Inc.</b>									1,540,778.33	248,524.00	300,000.00	548,524.00	2,089,302.33

# Financial Plan Report - Detail

RL13200 - Fluor Hanford Inc.

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<u>Agency</u>	<u>Obligation Change Amount</u>
Total Appropriated Funds (Program 40):	0.00
Total DOE and Non-Appropriated Funds:	300,000.00
Grand Total:	300,000.00
Total Non-Appropriated Funds:	0.00

## *TAS Sub-Report*

**DOE and Non-Appropriated Funding:** 89X0251

**Reimbursable Funding:**

No Reimbursable Funding Exists