



Department of Energy
Richland Operations Office
P.O. Box 550
Richland, Washington 99352
OCT 22 1998

98-PRO-849

Mr. R. D. Hanson, President
Fluor Daniel Hanford, Inc.
Richland, Washington 99352

Dear Mr. Hanson:

CONTRACT NO. DE-AC06-96RL13200 - EXECUTED MODIFICATION M058

Enclosed for your files is a fully executed original Modification M058. This modification revises contract clauses B.4, Obligation of Funds, and B.5, Availability of Appropriated Funds. Should you have any questions regarding the above, please contact me at (509) 376-7265, or Alan Hopko of my staff on (509) 376-2031.

Sincerely,

A handwritten signature in cursive script that reads "Marcia N. Roske".

Marcia N. Roske
Contracting Officer

PRO:AEH

Enclosure

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. M058	3. EFF. DATE 10/01/98	4. REQUISITION/PURCHASE REQ. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Richland Operations Office 825 Jadwin Avenue MSIN A7-80 Richland WA 99352		7. ADMINISTERED BY (If other than Item 6) CODE U.S. Department of Energy 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) C Fluor Daniel Hanford, Inc. 2420 Stevens Center PO Box 1000 Richland WA 99352			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. X DE-AC06-96RL13200	
CODE			10B. DATED (SEE ITEM 13) 08/06/96	

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) N/A \$0.00

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).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D. OTHER (Specify type of modification and authority) Supplemental Agreement IAW FAR 52.243-2 Changes--Cost Reimbursement (AUG 87) Alt II (APR 84) and Mutual Agreement
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return 3 copies to 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 incorporate contract clause language that revises and clarifies Clause B.2, OBLIGATION OF FUNDS; and Clause B.5, AVAILABILITY OF APPROPRIATED FUNDS.

This modification also corrects a typographical error regarding funds obligated to this contract. In the basic contract in Section B.2, \$15,500,000 is listed as being obligated. This amount is corrected to read \$14,960,000. This \$14,960,000 equals the amount actually obligated at contract award, and is the correct base amount used in all obligation Modification beginning with Modification A001.

Approved
10/15/98

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) RON D. HANSON, PRESIDENT AND CHIEF EXECUTIVE OFFICER	15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED 10/15/98	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sally A. Sieracki Contracting Officer	16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 15 OCT 98
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Delete Subsection B.2 in its entirety and incorporate the following Subsection B.2 in its place.

B.2 OBLIGATION OF FUNDS

A. Obligation of Funds - The amount obligated by the Government with respect to this contract is \$1,992,966,688.22 as of August 31, 1998. 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 Modification of Contract Obligation Notice and Distribution of Obligation 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 DOE Contracting Officer.

B. Limitation on Payment by the Government - Payment of allowable costs by the Government under this contract cannot exceed the funds currently obligated at (a) each budget and reporting (BNR) control, and (b) specific limitations identified in the Modification of Contract Obligation Notice and/or Distribution of Obligation Report (for individual orders of work for other DOE offices and non-DOE funded work only), referred to as the financial control point, less the Contractor's fee.

Actual costs and/or encumbrances that exceed the current obligation limit at the financial control point shall be retained within the Contractor's financial system. Financial control points that have been exceeded will be worked to resolution by the Contractor and DOE. Costs drawn on the letter of credit which exceed the current obligation limit at the financial control point and cannot be resolved by fiscal year-end will be reimbursed from corporate funds. If resolution cannot be reached, including but not limited to, authorization received, additional funding received, Contractor accounting errors corrected, then such actual costs and/or encumbrances will be borne by the Contractor including interest in accordance with Clause I.61, Interest, of this contract. Interest will accumulate beginning when the Contractor records the cost.

C. Notices -- Contractor Excused from Further Performance - The Contractor shall notify DOE in writing whenever the unexpended balance of available funds (including collections available under paragraph (a) above), plus the Contractor's best estimate of collections to be received and available during the 30-day period hereinafter specified, is in the Contractor's best judgment sufficient to continue contract operations at the programmed rate for only 30 days and to cover the

Contractor's unpaid fee, and outstanding encumbrances and liabilities on account of costs allowable under the contract at the end of such period. Whenever the unexpended balance of available funds (including collections available under paragraph (a) above), less the amount of the Contractor's fee then earned but not paid, is in the Contractor's best judgment sufficient only to liquidate outstanding encumbrances and liabilities on account of costs allowable under this contract, the Contractor shall immediately notify DOE and shall make no further encumbrances or expenditures (except to liquidate existing encumbrances and liabilities), and, unless the parties otherwise agree, the Contractor shall be excused from further performance (except such performance as may become necessary in connection with termination by the Government).

- D. Financial Plans; Cost and Encumbrance Limitations - In addition to the limitations provided for elsewhere in the contract, DOE may, through contract modifications to this section, financial plans (such as the Modification of Contract Obligation Notice and Distribution of Obligation Report [for individual orders of work for other DOE offices and non-DOE funded work only]), and other directives issued to the Contractor, establish specific limitations on costs and encumbrances at the financial control point. Such plans and directives may be amended or supplemented from time to time by DOE. The Contractor hereby agrees (1) to comply with financial control point limitations set forth in such plans and directives, (2) to comply with other requirements of such plans and directives, and (3) to notify DOE promptly in writing when it has reason to believe that any limitation on costs and encumbrances will be exceeded or substantially underrun at the financial control point. Encumbrances are defined as the uncosted balances under contracts issued and other liabilities incurred by the Contractor, including but not limited to: (a) purchase orders issued; (b) contracts and subcontracts awarded including the full liability under lease purchases and capital leases; (c) termination cost for incrementally funded firm fixed price contracts, operating lease agreements, and multi-year service contracts that contain termination clauses; (d) other agreements for the acquisition of goods and services related to other M&O and Management and Integration (M&I) contractors liabilities; and (e) work orders or authorizations issued to M&O and M&I construction contractors. This definition may be revised and provided to the Contractor from time to time by DOE-RL.

Delete Subsection B.5 in its entirety and incorporate the following Subsection B.5 in its place:

B.5 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 authorized purposes. Any work performed that

exceeds funds currently obligated by BNR controls and specific limitations identified in Contract Modifications to Section B.2.A and Distribution of Obligation Report (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.



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Sincerely,

ORIGINAL SIGNED BY:

Marcia N. Roske
 Contracting Officer

PRO:AEH

Enclosure

bcc: PRO Off File
 PRO Rdg File
 CCC Rdg File

RECEIVED
 OCT 22 1998
 DOE-RL/RLCO

Office >	PRO	OCC	CFO	PRO		
Surname >	HOPKO	BRECHBILL	MURPHY	ROSKE		
Date >	10/19/98	10/19/98	10-21-98	10/22/98		

(Please return to Rosie Garza 6-7736 A7-80/FED FAX 6-5378)

Document No 6909