

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE PAGE OF PAGES  
1 78 *by 1/15/09*

2. AMENDMENT/MODIFICATION NO. M330  
3. EFFECTIVE DATE 1/16/09 12:01 a.m.  
4. REQUISITION/PURCHASE REQ. NO.  
5. PROJECT NO. (If applicable) *15 Jan 09*

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

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)  
Fluor Hanford, Inc.  
2420 Stevens Center  
PO Box 1000  
Richland, WA 99354

9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
10A. MODIFICATION OF CONTRACT/ORDER NO.  
DE-AC06-96RL13200  
10B. DATED (SEE ITEM 13)  
08/06/96

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 one (1) copy 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 DATA 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 data 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.**

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 FAR 52.217-8, Option to Extend Services**  
D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
This modification extends the contract period of performance from January 16, 2009 through July 15, 2009. The contract extension definitization schedule of is as follows:  
Submission of the work plan and associated cost data as directed per attached RL Letter 09-PRO-0155, dated January 15, 2009.  
Submission of updated subcontracting plan by February 17, 2009.  
Definitization of contract extension by March 15, 2009.  
Section B, Clause B.6--Option Exercise, Conversion of Term and Section F, Clause F.1--Period of Performance to reflect the revised period of performance through July 15, 2009. Replacement pages are hereby provided.

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) Bruce J. Hanni, President and Chief Executive Officer  
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sally A. Sieracki, Contracting Officer

15B. CONTRACTOR/OFFEROR *Bruce J. Hanni*  
15C. DATE SIGNED 1/15/2009  
16B. UNITED STATES OF AMERICA BY *Sally A. Sieracki*  
16C. DATE SIGNED 15 Jan 09



**PART I - THE SCHEDULE**

**SECTION B  
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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 OPTION EXERCISE; CONVERSION OF TERM**

The term of the contract is extended not to exceed six months with a contract completion date of July 15, 2009. However, if, notice is given to the Mission Support Contractor to proceed with performance of the Mission Support Contract (MSC) prior to July 15, 2009, the Contractor agrees that all or portion of the remaining term of this contract may be converted to contract transition to the MSC in lieu of exercising FAR 52.237-3, Continuity of Services. The conversion shall be made at the unilateral discretion of the Contracting Officer. The parties agree that the contract shall expire upon completion of contract transition as determine by the Contracting Officer, and shall constitute completion of the contract.

**B.7 RESERVED**

**B.8 RESERVED**

**PART I - THE SCHEDULE**

**SECTION F  
DELIVERIES OR PERFORMANCE**

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## SECTION F

### DELIVERIES OR PERFORMANCE

#### F.1 PERIOD OF PERFORMANCE

The extended period of performance for the work specified in Section C of this Contract shall commence on January 16, 2009, and continue through July 15, 2009, unless sooner reduced (I.138, FAR 52.249-60, Termination (Cost-Reimbursement)(May2004)), or transitioned to a successor as provided for in this Contract.

#### F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal places of performance of work under this Contract shall be the Hanford Site, near Richland, Washington and other facilities as directed by the Contracting Officer.

#### F.3 DELIVERIES

All products, reports, or services under this Contract shall be delivered to the Contracting Officer at the address in Section G, or any other duly authorized Government representative, as designated in writing by the Contracting Officer.

#### F.4 REPORTING REQUIREMENTS

Reports to be submitted and their frequency are listed in Section C, *Statement of Work*.



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

09-PRO-0155

**JAN 15 2009**

Mr. B. J. Hanni, President  
and Chief Executive Officer  
Fluor Hanford, Inc.  
Richland, Washington 99352

Dear Mr. Hanni:

CONTRACT NO. DE-AC06-96RL13200 – CONTRACT EXTENSION SCOPE DIRECTION

In accordance with contract Clause I. 169, FAR 52.217-8, Option to Extend Services, DOE intends to extend the contract not to exceed six months from January 16, 2009, to July 15, 2009. Fluor Hanford, Inc (FHI) is hereby directed to continue performing the workscope as defined in FHI's proposed Modification M327 submitted October 31, 2008, and to prepare a work plan for the remainder of FY 2009 by January 31, 2009 for DOE's review. FHI is also directed to submit the Baseline Change Request no later than two weeks subsequent to receipt of the DOE's comments on the work plan. To enable an expedited and mutually beneficial plan, DOE proposes a joint working session to be held the week of January 19, 2009. The work plan shall provide the following information:

- specific initiatives/innovations that can be implemented and completed during the contract performance period focused on safety, mission performance, and efficiency;
- approach to manage contract interfaces and service level agreements across all Hanford site-level contracts;
- approach to perform emerging scope requirements for B Reactor; Hanford site-wide safety program and health processes; and other mission support to Hanford site contracts;
- prioritized list of any existing scope changes or reductions required to execute the plan, new authorities, and associated impacts;
- candidate performance incentives which are outcome-focused with specific measures and metrics, and which may include high payback initiatives of which only initial phases can be performed during this period of performance; and
- as a separate part of the work plan, FHI shall identify potential areas for new investment that would result in cleanup acceleration, cost and risk reduction, and better support of the future Hanford site investment in infrastructure and site services should additional funding become available.

Mr. B. J. Hammi  
09-PRO-0155

-2-

JAN 15 2009

FHI shall retain the ability to develop out year, execution-quality performance measurement baseline planning for scope under this contract. Attachment 1 to this letter provides target funding guidance of \$204M for FY 2009 activities to be planned by FHI. In the absence of FY 2009 appropriation, and due to the current continuing resolution (CR), this target funding guidance cannot be considered final expected funding guidance. Once an FY 2009 appropriation bill is passed, revised guidance will be issued. This target funding guidance is not planned to support Work for Others, including Usage Based Services or Request for Services. These activities are assumed to be separately funded by the service requestor. Additionally, for planning purposes, FHI should assume an FY 2009 total of \$10M to be received from the Office of River Protection to be applied to General Site Services.

If you wish to discuss this matter further or require additional information, please contact me, or your staff may contact James L. Daily, Office of Assistant Manager for Mission Support, at (509) 376-7721.

Sincerely,

  
Sally A. Sieracki  
Contracting Officer

PRO:GHB

Attachment

cc w/attachment:  
M. S. Strickland, FHI

Attachment 1: FY 2009 Target Funding

The FY 2009 target funding guidance includes prior year carryover funding as well as anticipated FY 2009 budget authority. This target funding guidance should be planned for the following anticipated costs:

- Direct work scope expected to be completed in FY 2009 for Project Baseline Summary RL-0020 and RL-0040, including real estate services, reliability projects and HAMMER;
- Payment of Calendar Year 2008 Hanford pension plan contributions (approximately \$33.7M);
- Incorporation of the Site Resources Pilot Program;
- Delivery of planned site services;
- Proposed contract fee incentives and management reserve.

|                             | Title                        | (\$ in Thousands) |
|-----------------------------|------------------------------|-------------------|
| RL-0020                     | Safeguards and Security      | \$83,054          |
| RL-0040                     | Reliability Projects, HAMMER | \$13,382          |
| Site Services               |                              | \$107,888         |
| <b>Total Target Funding</b> |                              | <b>\$204,324</b>  |

Notes:

- (1) FY 2009 Total Target Funding does not include \$10M to be received from the Office of River Protection
- (2) Site Services funding will be provided in multiple PBSs
- (3) Total Target Funding reflects the transfer of \$5,914K for inventory spares balance and \$26,967K for accrual transfers for Personal Time Bank, Insurance Reserve, and Contracts. These balances were transferred to the Plateau Remediation Contracts at the same time accrued costs were reversed.