

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE <b>1</b> OF PAGES <b>5</b>
2. AMENDMENT/MODIFICATION NO. <b>M162</b>	3. EFFECTIVE DATE (M/D/Y) <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>N/A</b>	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>U.S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352</b>		7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) <b>Bechtel National, Inc. 2435 Stevens Center Place Richland, WA 99354</b>		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
CODE <b>396A5</b> FACILITY CODE <b>153392068</b>		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ ORDER NO. <b>DE-AC27-01RV14136</b>
			10B. DATED (SEE ITEM 13) <b>December 11, 2000</b>

**11. THIS ITEM 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 DATE AND HOUR 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 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 SET FORTH 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.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: Clause I.82, FAR 52.243-2, Changes—Cost-Reimbursement (Aug 1987) – Alternate III (Apr 1984)
<input type="checkbox"/>	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.)**

See following page(s)

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Ted Feigenbaum Project Director</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Thomas M. Williams Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR  ORIGINAL SIGNED BY <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED <b>11/2/10</b>	16B. UNITED STATES OF AMERICA  BY, ORIGINAL SIGNED BY <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED <b>1/24/10</b>

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**Purpose of Modification:**

The purpose of this modification is to do the following:

1. Update Section H, *Special Contract Requirements*, H.25 *Shutdown Authorization* and replace in full with revised text titled *Stop-Work and Shutdown Authorization*.
2. Update Section G, *Contract Administration Data*, G.4 *Billing Instructions* to delete hard-copy invoice submittals with electronic invoice submittals.

**Description of Modification**

1. **Update Section H, *Special Contract Requirements*; replace in full H.25 *Shutdown Authorization* with revised text titled *Stop-Work and Shutdown Authorization* as follows:**

**H.25 STOP-WORK AND SHUTDOWN AUTHORIZATION (M162)**

(a) Definitions:

**Imminent Danger:** Any condition or practice such that a hazard exists that could reasonably be expected to cause death, serious physical harm, or other serious hazard to employees, unless immediate actions are taken to mitigate the effects of the hazard and/or remove employees from the hazard.

**Adversely Affects Safe Operation of Facility or Serious Facility Damage:** A condition, situation, or activity that if not terminated or mitigated could reasonably be expected to result in: nuclear criticality; facility fire/explosion; major facility or equipment damage or loss; or, a facility evacuation response.

**Stop Work Criteria:**

1. Conditions exist that pose an imminent danger to the health and safety of workers or the public; or
2. Conditions exist, that if allowed to continue, could adversely affect the safe operation of, or could cause serious damage to, the facility; or
3. Conditions exist, that if allowed to continue, could result in the release from the facility to the environment of radiological or chemical effluents that exceed applicable regulatory requirements or approvals.

(b) DOE Stop Work Order.

In accordance with Section I, *Contract Clauses*, I.105, DEAR 952.223-71 *Integration of Environment, Safety, and Health into Work Planning and Execution*, the DOE Contracting Officer has the ability to issue a DOE Stop Work Order in whole or in part if:

1. the contractor fails to provide resolution of any noncompliance with applicable requirements and Safety Management System or if,
2. at any time the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public.

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In addition, a DOE Stop Work Order can be initiated if the Stop Work Criteria as defined in Section H.25 (a) is met dependent on the severity and extent of the condition.

(c) DOE Stop Work Action.

DOE personnel provide safety oversight of contractor operations and have the authority to initiate a DOE Stop Work Action if the Stop Work Criteria as defined in Section H.25 (a) is met. DOE personnel have the authority to shutdown an entire facility, activity, or job. Following a DOE Stop Work Action the contractor shall:

1. immediately stop the identified activity or activities (up to and including entire plant shutdown);
2. place the area, activity, facility, etc. into a safe condition;
3. determine actions necessary to address the unsafe condition;
4. provide proposed corrective actions to the DOE initiator of the DOE Stop Work Action;
5. prior to restarting work, inform the DOE initiator that the corrective actions allowing for restart have been completed;
6. restart work only after the unsafe condition is mitigated and the DOE has given verbal direction to allow restart; and
7. if requested, provide DOE a Corrective Action Plan subsequent to the resumption of work in accordance with contractual requirements.

(d) Contractor Stop Work Action

1. The contractor shall establish a stop work process/procedure that:
  - a. Meets the requirement of 10 CFR 851.20, *Management responsibilities and worker rights and responsibilities*
  - b. At a minimum uses the Stop Work Criteria defined in Section H.25 (a) for when a Contractor Stop Work Action is required; and
  - c. Meets the tenets of the "Stop Work Policy."
2. Upon initiating a Contractor Stop Work Action the contractor shall:
  - a. Immediately stop the identified activity or activities (up to and including entire plant shutdown);
  - b. Place the area, activity, facility, etc. into a safe condition;
  - c. Notify the DOE Facility Representative if the Contractor's Stop Work Action meets the Stop Work Criteria defined in Section H.25 (a), or notification of facility management is required for the issue;
  - d. Determine actions necessary to address the unsafe condition;
  - e. Restart work only after the unsafe condition is mitigated.

(e) Stop Work Policy.

The following represents the site's Stop Work Policy:

*Stop Work Responsibility:* Every Hanford site employee, regardless of employer, has the responsibility and authority to stop work IMMEDIATELY, without fear of reprisal, when the employee is convinced:

1. Conditions exist that pose a danger to the health and safety of workers or the public; or
2. Conditions exist, that if allowed to continue, could adversely affect the safe operation of, or could cause serious damage to, a facility; or
3. Conditions exist, that if allowed to continue, could result in the release from the facility to the environment of radiological or chemical effluents that exceed applicable regulatory requirements or approvals.

*Reporting Unsafe Conditions:* Employees are expected to report any activity or condition which he/she believes is unsafe. Notification should be made to the affected worker(s) and then to the supervisor or designee at the location where the activity or condition exists. Following notification, resolution of the issue resides with the responsible supervisor.

*Right to a Safe Workplace:* Any employee who reasonably believes that an activity or condition is unsafe is expected to stop or refuse work without fear of reprisal by management or coworkers and is entitled to have the safety concern addressed prior to participating in the work.

*Stop Work Resolution:* If you have a "stop work" issue that has not been resolved through established channels, immediately contact your employer's Safety Representative or your Union Safety Representative. Alternatively, you may contact the employer's Employee Concerns Program or the DOE Employee Concerns Program.

2. **Update Section G, Contract Administration Data, G.4 Billing Instructions to delete hard-copy invoice submittals with electronic invoice submittals. G.4 is replaced in full as follows:**

**G.4 BILLING INSTRUCTIONS (M162)**

(a) Data supplied will consist of and be submitted in accordance with the following:

- (1) One complete copy of the billing (PDF format) and a download of the details of the invoice transactions (Excel format) saved in Bechtel National, Inc's (BNI) document repository, eRoom. Access to the specific folder in eRoom will be limited to the Contracting Officer and Assistant Manager for the Waste Treatment Plant. In addition, access will be granted to those individuals within the department identified by the Contracting Officer and agreed to by BNI Controller

(2) In addition to the information required by the Section I Clause entitled, *Prompt Payment* (FAR 52.232-25), the following information must be included on each invoice:

Budget and Reporting (B&R) Breakout.

- (3) Electronic input of billing values into the VIPERS system and attached copy of Standard

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Form 1034 and individual summary invoices (face sheets)

- (4) Electronic notification of each invoice submitted to the COR and CO to the following addresses:

Thomas\_Williams@orp.doe.gov  
U.S. Department of Energy  
ORP  
Thomas M. Williams (M103)  
Contracting Officer

Guy\_A\_Girard@orp.doe.gov  
U.S. Department of Energy  
ORP  
Guy A. Girard (M039) (M157), COR  
Acting Assistant Manager for the  
Waste Treatment Plant

Ashley\_T\_Morris@orp.doe.gov  
U.S. Department of Energy  
ORP  
Ashley T. Morris  
Contract Specialist

- (b) Invoices for payment shall be submitted the first Federal business day on or after the 5<sup>th</sup> and 22<sup>nd</sup> of each month with the exception of the month of February when the second invoice will be delivered on the 21<sup>st</sup>. All invoices shall be supported by a billing schedule summarized by funding source/project breakdown summary (PBS) group. Under Section I Clause entitled, *Prompt Payment* (FAR 52.232-25, paragraph (b)), the inserted text shall be "seventh".
- (c) Payment of submitted invoices shall be made electronically and in accordance with the *Prompt Payment Act*. Specific payment instructions shall be included in the invoice.
3. **Contractor's Statement of Release:** In consideration of the Modification agreed to herein as complete equitable adjustments, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the changes as noted in the modification.
4. **All other terms and conditions remain unchanged.**

**(End of Modification)**