

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 5

2. AMENDMENT/MODIFICATION NO. <b>M189</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)
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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)
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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.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ ORDER NO. <b>DE-AC27-01RV14136</b>
	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) <b>December 11, 2000</b>

CODE 396A5	FACILITY CODE 153392068
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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)

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) <b>Frank Russo Project Director</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Ronnie L. Dawson Contracting Officer</b>
15B. CONTRACTOR/OFFEROR <b>ORIGINAL SIGNED BY</b>  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED <b>10/14/10</b>
16B. UNITED STATES OF AMERICA B* <b>ORIGINAL SIGNED BY</b>  <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED <b>10/20/10</b>

**Purpose of Modification:**

The purpose of this modification is to update Section H, *Special Contract Requirements*, Contract Clause H.26, *Environmental Permits*, Section I, *Contract Clauses*, Contract Clause I.55, FAR 52.225-11 *Buy American Act-Construction Materials Under Trade Agreements*, and Section J, *List of Attachments*.

References:

- 1.) CCN 205159, Letter from N.F. Grover, BNI, to R.L. Dawson, ORP, "Patriot Fire Protection, Subcontract Number 24590-CM-HC1-PY21-0002, Compliance with the Buy American Act," dated May 27, 2010.
- 2.) CCN 205150, Letter from N.F. Grover, BNI, to R.L. Dawson, ORP, "Patriot Fire Protection, Subcontract Number, 24590-CM-HC1-PY21-00002, Compliance with the Buy American Act, Additional Information," dated June 30, 2010.

**Description of Modification:**

1. Update Section H, *Special Contract Requirements*, Contract Clause H.26, *Environmental Permits*, paragraph (g).

FROM:

- (g) Certifications: The Contractor shall provide a written certification statement attesting that information DOE is requested to sign was prepared in accordance with applicable requirements. The Contractor shall include the following certification statement in the submittal of such materials to DOE:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

The certification statement shall be signed by the individual who is authorized, in writing, by the Contractor to sign such certification statements submitted to Federal or State regulatory agencies under the applicable regulatory program.

TO:

- (g) Certifications: The Contractor shall provide a written certification statement attesting that information DOE is requested to sign was prepared in accordance with applicable requirements. If required by law, regulation, or DOE Order, the

Contractor shall include the following or similar certification statement in the submittal of such materials to DOE:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

The certification statement shall be signed by the individual who is authorized, in writing, by the Contractor to sign such certification statements submitted to Federal or State regulatory agencies under the applicable regulatory program.

2. Update Section I, *Contract Clauses*, Contract Clause I.55, FAR 52.225-11 *Buy American Act-Construction Materials Under Trade Agreements*, paragraph (b)(3).

FROM:

(b) *Construction materials.*

- (3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

Purchases under \$100,000 for construction material – replacement parts that must be acquired from the original foreign manufacturer or supplier, either directly or indirectly, because such parts are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality, or use of domestic parts would invalidate manufacturer/supplier warranties, or adversely affects the system safety or performance function. The Contractor must use good faith efforts to acquire construction material that complies with the Buy American Act, and document justification and determination of inapplicability for use of foreign materials in accordance with FAR 25.205(a); and paragraph (c)(1) of this clause. DEAR 925.202 states that if the cost of the materials is expected to exceed \$100,000, the Head of the Contracting Activity (HCA) shall approve the determination. The Contractor shall not split acquisitions to avoid exceeding the acquisition threshold stated herein. Acquisition of foreign construction material that exceeds the \$100,000 threshold, must be submitted to the Contracting Officer to obtain HCA approval. BNI must submit an annual report to the Contracting Officer for all foreign construction materials purchased under

this paragraph. The report shall state the materials, acquisition price, vendor, and country of origin. The Contracting Officer reserves the right to re-negotiate consideration in accordance with FAR 25.205(c) if determined in the Government's best interest (M184).

TO:

(b) *Construction materials.*

- (3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

See Contract Section J, *List of Attachments*, Attachment O, *List of Exclusions Under FAR 52.225-11 (b)(3) Buy American Act – Construction Materials Under Trade Agreements.* (M189)

3. Update Section J, *List of Attachments*, to include Attachment O, *List of Exclusions Under FAR 52.225-11 (b)(3) Buy American Act – Construction Materials Under Trade Agreements.*, which lists construction materials that are exempt from the requirements of paragraph (b)(2) of Contract Clause I.55, FAR 52.225-11 *Buy American Act – Construction Materials Under Trade Agreements.* Section J, *List of Attachments*, Attachment O, *List of Exclusions Under FAR 52.225-11 (b)(3) Buy American Act – Construction Materials Under Trade Agreements*, is included in the contract as follows:

Material Description	Modification No.
Purchases under \$100,000 for construction material – replacement parts that must be acquired from the original foreign manufacturer or supplier, either directly or indirectly, because such parts are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality, or use of domestic parts would invalidate manufacturer/supplier warranties, or adversely affects the system safety or performance function. The Contractor must use good faith efforts to acquire construction material that complies with the Buy American Act, and document justification and determination of inapplicability for use of foreign materials in accordance with FAR 25.205(a); and paragraph (c)(1) of this clause. DEAR 925.202 states that if the cost of the materials is expected to exceed \$100,000, the Head of the Contracting Activity (HCA) shall approve the determination. The Contractor shall not split acquisitions to avoid exceeding the acquisition threshold stated herein. Acquisition of foreign construction material that exceeds the \$100,000 threshold, must be submitted to the Contracting Officer to obtain HCA approval.	M184

BNI must submit an annual report to the Contracting Officer for all foreign construction materials purchased under this paragraph. The report shall state the materials, acquisition price, vendor, and country of origin. The Contracting Officer reserves the right to re-negotiate consideration in accordance with FAR 25.205(c) if determined in the Government's best interest.	
Purchase of screwed ductile iron fittings and screwed cast iron fittings for the WTP fire protection system under Subcontract No. 24590-CM-HC1-PY21-00002.	M189

**Contractor's Statement of Release:** In consideration of the Modification agreed to herein as complete equitable adjustment, 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 this modification.

**All other terms and conditions remain unchanged.**

**(End of Modification)**