

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1	OF	PAGES 6
2. AMENDMENT/MODIFICATION NO. M147		3. EFFECTIVE DATE (M/D/Y) See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 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) Bechtel National, Inc. 2435 Stevens Center Place Richland, WA 99354			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC27-01RV14136		
			10B. DATED (SEE ITEM 13) December 11, 2000		
CODE	FACILITY CODE				

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 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) W. S. Elkins BNI Project Director		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Thomas M. Williams Contracting Officer	
15B. CONTRACTOR/OFFEROR ORIGINAL SIGNED BY _____ (Signature of person authorized to sign)	15C. DATE SIGNED 4/23/09	16B. UNITED STATES OF AMERICA BY ORIGINAL SIGNED BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 4/24/09

Purpose of Modification:

The purpose of this modification is to do the following:

1. Update Section J, Attachment F – Key Personnel
 - a. Related correspondence is as follows:
 - i. Letter from N.F. Grover, BNI, to T.M. Williams, ORP, “Contract No. DE-AC27-01RV14136 – Contract Clause H.3, Key Personnel, Notification of Several Changes”, dated March 02, 2009. (CCN: 192049)
 - ii. Letter from N.F. Grover, BNI, to T.M. Williams, ORP, “Contract No. DE-AC27-01RV14136 – Contract Clause H.3, Key Personnel, Notification for Project Manager, dated March 25, 2009 (CCN: 192057)
2. Incorporate Section J, Attachment N – Alternative Dispute Resolution add entry to the Table of Contents.
 - a. Related correspondence is as follows:
 - i. Letter from N.F. Grover, BNI, to T.M. Williams, ORP, “Contract No. DE-AC27-01RV14136 – Contract Clause H.34 Transmittal of Alternative Dispute Resolution (ADR) process, dated 11 March 2009. (CCN: 184063)
3. Update H.34 to incorporate reference to Attachment N – Alternative Dispute Resolution
4. Update Sections C.5 Table C.5-1.1 and C.6 Standard 1 to correct paragraph references and provide consistency in delivery dates.
5. Update Section J, Attachment M – Davis-Bacon Wage Determination.
6. Update Section B, Paragraph B.4(a) and Attachment B-2-A – Incentive Fee A – Final Fee Determination for Work Prior to Modification No. A143.
7. Update Section I, *Contract Clause*, I.23, FAR 52.219-9, *Small Business Subcontracting Plan – Alternate II*

Description of Modification:

1. Update Section J, Attachment F – Key Personnel
Changes are as follows:

FROM:

<u>Name</u>	<u>Position</u>
William (Bill) Elkins	Project Director
Larry Simmons	Project Manager
George H. Clare	Assistant Project Director (Quality & Safety Assurance, Technology & Plant Operations)
Dennis Klein	E&NS Manager
Greg Ashley	Manager of Engineering

TO:

<u>Name</u>	<u>Position</u>
Ted Feigenbaum	Project Director (Approved for duration NTE 90 days from effective date of M147)
Richard (Rick) Bradford	Project Manager (Approved for duration NTE 90 days from effective date of M147)
William (Bill) Gay III	Assistant Project Director (Engineering, Quality & Safety Assurance & Plant Operations)
Donna Busche	E&NS Manager
Barbara Rusinko	Manager of Engineering
Greg Ashley	Project Technical Director

2. Incorporate Section J, Attachment N – Alternative Dispute Resolution; add entry to the Table of Contents.

The following is added in full as new attachment, Attachment N, to the contract:

Purpose: Contract Clause H.34, "Alternative Dispute Resolution" (ADR) provisions were established to facilitate the early resolution of disputes. This procedure defines the agreed continued ADR process for selection and utilization of a "Standing Neutral" (SN) in the instance an agreement cannot be reached through informal negotiations.

Scope: In recognition of mutual interests, the U.S. Department of Energy, (DOE) and Bechtel National, Inc. (BNI), "the Parties", shall use their best efforts to informally resolve any dispute, claim, question or disagreement ("the issue"), by consulting and negotiating with each other in good faith and attempting to reach a just and equitable solution satisfactory to both Parties. If an agreement cannot be reached through informal negotiations, then such disagreement shall be referred to the SN, pursuant to the following selection and proceeding process.

Process: When informal negotiations reach an impasse, either Party may initiate the continued ADR process, utilizing a SN, by issuing a written ADR proceeding notification to the other Party. The Party issuing notice shall propose two (2) SN candidates for consideration by the other Party. The proposed candidates shall have proven expertise in the area of disagreement. If a SN cannot be agreed upon within ten (10) business days, the DOE Office of Dispute Resolution shall assist the Parties in this selection. At any point during the ADR proceedings, either Party may acquiesce to the other Party's position and the dispute shall be considered resolved.

It shall be incumbent on both Parties to fully discuss and demonstrate how the issue has or will adversely affect that Party's ability to perform its contractual requirements in a timely and cost efficient manner. Accordingly, within ten (10) business days of the ADR proceeding notification, both Parties shall submit, in writing, a "Resolution Memorandum" (RM) to the other Party and SN defining the issue and describing its recommendation for resolution. The RM shall address all relevant facts, which would include, as appropriate, discussion regarding an alleged impact event, work scope affected, and the contractual and equitable basis for proposed settlement. If any cost and schedule adjustments are recommended, the basis for such adjustments shall be quantified.

Following RM review, the SN shall establish a meeting time and place for convening the ADR meeting. The SN, not later than fifteen (15) business days following ADR proceeding notification, shall issue an agenda for the meeting. The agenda shall allow each Party the opportunity to fully explain its position regarding the issue and allow for an exchange of dialogue. The SN shall ensure a meeting attendance sheet is completed and formal meeting minutes are issued to both Parties within three (3) business days of the meeting date.

The Parties shall Jointly meet with the SN to discuss the issue. Each Party shall be allowed up to three (3) representatives for meeting attendance, inclusive of a spokesman, to address the technical, financial, and contractual merits of the issue. Each Party shall be free to select its own representatives as it sees fit. The representative selections shall be identified in writing, by name and title, to the SN and other Party within ten (10) business days following ADR proceeding notification. The Parties and SN shall initially meet, at a mutually agreeable time and place, no later than thirty (30) calendar days from the date of ADR proceeding notification. The need for subsequent meetings shall jointly be agreed.

The SN shall evaluate all facts and provide a written settlement recommendation to both Parties no later than ten (10) business days following the last meeting. The subject recommendation shall discuss, as appropriate, the alleged impact event, perceived work scope affected, and cite its

contractual and equitable basis for settlement or rejection. In the instance certain cost and schedule adjustments are recommended, the basis for such adjustments shall be quantified.

Although the SN settlement recommendation shall be considered non-binding, in the interest of early dispute resolution, both Parties shall seriously consider such advisement. The DOE Contracting Officer (CO) shall issue the final DOE written dispute determination to BNI within five (5) business days after receipt of the SN's settlement recommendation. BNI shall advise the CO, in writing, of the acceptability of the DOE dispute determination within five (5) business days after its receipt. The SN shall be copied on all such correspondence.

At this point the ADR process, utilizing a SN, shall be considered closed. If the dispute has not been resolved through the SN process, either Party may request resolution under the Disputes Clause of the Contract.

- 3. Update H.34 to incorporate reference to Attachment N – Alternative Dispute Resolution
 The following wording is added to the end of paragraph (b) (2):

“Section J, Attachment N - Alternative Dispute Resolution provides mutual agreement for Standing Neutral procedures.”

- 4. Update Sections C.5 Table C.5-1.1 and C.6 Standard 1 to correct paragraph references and provide consistency in delivery dates.

The following requirements are changed in the table C.5-1.1, Deliverables:

FROM:

1.8	Occurrence Reporting	Standard 1 [Std. 1 (d)(6)]	A	D	COR (M131)	as required
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TO:

1.8	Occurrence Reporting	Standard 1 [Std. 1 (d)(5)]	A	D	COR (M131)	as required
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FROM:

1.9	ES&H Reporting	Standard 1 [Std. 1 (d)(7)]	A	D	COR (M131)	as required
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TO:

1.9	ES&H Reporting	Standard 1 [Std. 1 (d)(6)]	A	D	COR (M131)	as required
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FROM:

1.10	Contract Performance Report	Standard 1 [Std. 1 (d)(2)]	I	D	COR (M131)	Last Tuesday of each month
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TO:

1.10	Contract Performance Report	Standard 1 [Std. 1 (d)(2)]	I	D	COR (M131)	Last Wednesday of each month (M147)
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FROM:

1.12	Electronic Data	Standard 1 (d)(4)	I	D	COR (M131)	Last Tuesday of each month
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TO:

1.12	Electronic Data	Standard 1 (d)(4)	I	D	COR (M131)	Last Wednesday of each month (M147)
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The following requirements are changed in the Standard 1:

Standard 1, (d) (1)

FROM:

- (1) Monthly Status Report: The Contractor shall prepare a monthly status report representing the prior month's performance and transmit it to DOE by the first Tuesday of the second month following data cutoff (Table C.5-1.1, Deliverable 1.7). The Monthly Status Report shall be a written report that includes, but is not limited to, the following:

TO:

- (1) Monthly Status Report: The Contractor shall prepare a monthly status report representing the prior month's performance and transmit it to DOE by the first Wednesday (M147) of the second month following data cutoff (Table C.5-1.1, Deliverable 1.7). The Monthly Status Report shall be a written report that includes, but is not limited to, the following:

5. Update Section J, Attachment M – Davis-Bacon Wage Determination.

The following is changed to reflect the current Wage determination:

FROM:

General Decision Number WA070009 dated February 9, 2007 is hereby incorporated by reference.

TO:

General Decision Number WA20080009 dated February 6, 2009 (M147) is hereby incorporated by reference.

6. Update Section B, Paragraph B.4(a) and Attachment B-2-A – Incentive Fee A – Final Fee Determination for Work Prior to Modification No. A143.

The following is changed in B.4(a):

FROM:

... and \$48,123,325 of previously paid provisional fee (which is considered earned).

TO:

... and \$48,122,325 (M147) of previously paid provisional fee (which is considered earned).

The following is changed in Attachment B-2-A:

FROM:

... and \$48,123,325 of previously paid provisional fee. The \$48,123,325 is earned based on the completion of the following significant construction milestones.

TO:

... and \$48,122,325 (M147) of previously paid provisional fee. The \$48,122,325 (M147) is earned based on the completion of the following significant construction milestones.

7. Update Section I, *Contract Clause*, 1.23, FAR 52.219-9 (OCT 1999), *Small Business Subcontracting Plan – Alternate II (Jan 1999)*, including the Table of Contents.

The following replaces in full 1.23, FAR 52.219-9 (OCT 1999), *Small Business Subcontracting Plan – Alternate II (Jan 1999)*

From:

FAR 52.219-9, *Small Business Subcontracting Plan (OCT1999) – Alternate II (Jan 1999)*

TO:

FAR 52.219-9, *Small Business Subcontracting Plan (APR 2008) – Alternate II (OCT 2001)*

8. In consideration of the modification agreed to herein as complete equitable adjustment for the changes incorporated via contract modification M147, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to these changes.
9. All other terms and conditions remain unchanged.

ATTACHMENTS:

1. Section B
2. Section C
3. Section H
4. Section I
5. Section J

(End of Modification)