



**Purpose of Modification:**

The purpose of this modification is to do the following:

1. Update Section A, Solicitation / Contract Form, Standard Form 33 block 15A, to include the appropriate DUNS and Cage Code number. Contract award documentation did not include the Bechtel National, Inc. DUNS and Cage Code.
2. Update Section H, Special Contract Requirements, H.9 Implementation of the Hanford Site Stabilization Agreement Clause references minimum, target, and maximum fees; A143 removed these costs, however; an administrative oversight did not remove this language.
3. Update Section I, Contract Clause, I.69 52.232-34 Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) to 52.232-33 Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003).
4. Re-number Section I, Contract Clause, I.120 and I. 121 to I.50A and I.9A respectively to maintain sequential FAR clause numbering.
5. Update Section J, Attachment E, List of Applicable Directives (List B-DEAR 970.5204-78) to remove the following:
  - a. PL-W375-MG00004, Safeguards and Security Program
  - b. DOE/RL-96-0002, Top-Level Safeguards and Security Requirements for TWRS Privatization
  - c. DOE N 471.3, Reporting Incidents of Security Concern
6. Update Section J, Attachment J, Advance Understanding on Costs, paragraph 1, update CCN reference number to CCN 176620 dated July 21, 2008 from CCN 162481 dated April 07, 2008. (Note: This change originally appeared in Modification M134 and the CCN and date change were correctly stated in the SF30, however these were inadvertently omitted on the conformed contract copy.)
7. Update Section J, Attachment J, Advance Understanding on Costs, paragraph 13 table. Table updates include notation of DOE O 205.1A Cyber Security NTE as outlined in Modification M090 (\$500,000) and 09-AMD-205/CCN 202423 (increase to \$600,000) and PEP dry layup NTE as outlined in Modification M155 (\$600,000). In addition, specified table is split into 13-A and 13-B to clearly outline those items definitized in A143 versus those still to be definitized.
8. Update Section J, Attachment J, Advance Understanding on Costs, to include new paragraph 20 to include language as outlined in 09-AMD-164 dated May 28, 2009 (CCN 200169).

**Description of Modification:**

1. Update Section A, Solicitation / Contract Form, Standard Form 33 block 15A, to include the appropriate DUNS and Cage Code number. Contract award documentation did not include the Bechtel National, Inc. DUNS and Cage Code.

FROM:

Bechtel National, Inc.  
45 Fremont Street  
San Francisco, CA 94105

Code: [none included in award]

TO:  
Bechtel National, Inc.  
2435 Stevens Center Place  
Richland, WA 99354

Facility (DUNS No.) 153392068  
Code: 396A5  
**(M155)**

2. H.9 Paragraph (f) reference to minimum, target, and maximum is changed as follows:

FROM:

“The Contractor shall not be entitled to any change in the minimum, target, or maximum fee due to any changes in wages or fringe benefits under the Hanford Site Stabilization Agreement during the term of the Contract.”

TO:

“The Contractor shall not be entitled to any change in fee **(M155)** due to any changes in wages or fringe benefits under the Hanford Site Stabilization Agreement during the term of the Contract.”

3. Contract Clause I.69 52.232-34 Payment by Electronic Funds Transfer – Other than Central Contractor Registration (May 1999) is replaced in it’s entirety with 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003) as follows:

**Payment by Electronic Funds Transfer--Central Contractor Registration (Oct. 2003) (M155)**

(a) *Method of payment.*

(1) All payments by the Government under this contract, shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of

formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

4. Re-number clause I.120, FAR 52.223-10 Waste Reduction Program (Aug 2000) to I.50A and I.121 FAR 52.204-7 Contractor Registration (Oct 2003) to I.9A.

5. Update Section J, Attachment E directives to delete reference to the following directives:

PL-W375-MG00004	02/22/00	Safeguards and Security Program
DOE/RL-96-0002	02/96	Top-Level Safeguards and Security Requirements for TWRS Privatization
DOE N 471.3	04/13/01	Reporting Incidents of Security Concern

6. Update Section J, Attachment J, Advance Understanding on Costs, paragraph 1 in the conformed copy:

FROM:

1. Allowable costs for WTP project-specific travel and relocation shall be in accordance with the Bechtel Systems & Infrastructure, Inc. (BSII) policy dated July 3, 2008 (Revision 14), effective April 01, 2008, submitted under BNI letter CCN 162481 dated April 07, 2008. However, payments made under 2.7d [previously 3.7 d) under revision 3] and 3.17c) therein for tax assistance "gross up" shall be made unallowable costs prior to July 29, 2002, and an allowable costs thereafter. (M134)

TO:

1. Allowable costs for WTP project-specific travel and relocation shall be in accordance with the Bechtel Systems & Infrastructure, Inc. (BSII) policy dated July 3, 2008 (Revision 14), effective July 3, 2008 **(M155)**, submitted under BNI letter CCN 176620 dated July 21, 2008 **(M155)**. However, payments made under 2.7d [previously 3.7 d) under revision 3] and 3.17c) therein for tax assistance "gross up" shall be made unallowable costs prior to July 29, 2002, and an allowable costs thereafter. (M134)

7. Update Section J, Attachment J, Advance Understanding on Costs, paragraph 13 table:

FROM:

13. The following requirements are incorporated into and made a part of this contract. Not-To-Exceed amounts for these items have been authorized. Certain elements of these modifications were definitized by Modification No. A143. **(M101) (M130) (M136) (A143)**

DOCUMENT ID.	TITLE
TN 24590-03-01341	Seismic Attenuation Study to Support ORP (M101)
TN 24590-03-01071	Maximum Achievable Control Technology/ Destructive and Removal Efficiency Testing (M101)
TN 24590-03-01318	Supplemental LAW Treatment Study (M101)
TN 24590-03-01317	QA Testing of HEPA Filters at DOE Filter Test Facility (FTF) (M101)
TN 24590-03-01482	Earned Value Management System (EVMS) Criteria Crosswalk (M101)
TN 24590-03-01315	PTF Black Cell Access Trend (M101)
TN 24590-03-01213	Concentrate Receipt Vessels (CRV) Deletion (M102)
TN 24590-05-01906	PNNL Seismic Borehole Drilling Support (M102)
BCP-24590-06-02279	Expansion of DWP Requirements (Permit Modifications) (M122) (M130)
TN 24590-06-01930	Technical Feasibility Study of WTP Startup Sequencing (M098) (M130)
TN 24590-06-02430	Perform Impact Assessment of Borehole Data (M098) (M130)
BCP-24590-06-03419	Implementation of ASME NQA-1 2000 and QARD Revision 18 for performance by BNI subcontractor Duratek, Inc. (M135)
ORP 08-NSD-011 (05/20/08) (CCN 179512)	ORP Direction to Implement New Preliminary Safety Analysis Report (PSAR) Updates (M136)
ORP 08-AMD-213 (10/06/08) (CCN 187713)	DOE ORP Direction to Cancel the Temporary Low Activity Waste (LAW) Melter Assembly Building Procurement (M141)
ORP 08-NSD-057 (10/09/08) (CCN 188218)	Direction to Implement New Safety Classification Process for the Waste Treatment and Immobilization Plant (WTP) (M141)
ORP 08-NSD-059 (10/15/08) (CCN 188217)	Direction to Implement New Justification for Continued Design, Procurement, and Installation (JCDPI) (M152)

TO:

13. The following requirements are incorporated into and made a part of this contract. Not-To-Exceed amounts for these items have been authorized. The items listed in Table 13-A were definitized by Modification No. A143.. (M101) (M130) (M136) (A143) (M155)

<b>13-A. Not-To-Exceeds Definitized by Modification No. A143 (M155)</b>	
<b>DOCUMENT ID.</b>	<b>TITLE</b>
TN 24590-03-01341	Seismic Attenuation Study to Support ORP (M101)
TN 24590-03-01071	Maximum Achievable Control Technology/ Destructive and Removal Efficiency Testing (M101)
TN 24590-03-01318	Supplemental LAW Treatment Study (M101)
TN 24590-03-01317	QA Testing of HEPA Filters at DOE Filter Test Facility (FTF) (M101)
TN 24590-03-01482	Earned Value Management System (EVMS) Criteria Crosswalk (M101)
TN 24590-03-01315	PTF Black Cell Access Trend (M101)
TN 24590-03-01213	Concentrate Receipt Vessels (CRV) Deletion (M102)
TN 24590-05-01906	PNNL Seismic Borehole Drilling Support (M102)
TN 24590-06-01930	Technical Feasibility Study of WTP Startup Sequencing (M098) (M130)
TN 24590-06-02430	Perform Impact Assessment of Borehole Data (M098) (M130)
BCP-24590-06-03419	Implementation of ASME NQA-1 2000 and QARD Revision 18 for performance by BNI subcontractor Duratek, Inc. (M135)
ORP 08-AMD-213 (10/06/08) (CCN 187713) TN 24590-06-03628	DOE ORP Direction to Cancel the Temporary Low Activity Waste (LAW) Melter Assembly Building Procurement (M141)

<b>13-B. Not-To-Exceeds Not Included in Modification No. A143 Definitization (M155)</b>		
<b>DOCUMENT ID.</b>	<b>TITLE</b>	<b>DEFINITIZATION MODIFICATION NO.</b>
BCP-24590-06-02279	Expansion of DWP Requirements (Permit Modifications) (M122) (M130)	
ORP 08-NSD-011 (05/20/08) (CCN 179512) TN 24590-06-03487	ORP Direction to Implement New Preliminary Safety Analysis Report (PSAR) Updates (M136)	
ORP 08-NSD-057 (10/09/08) (CCN 188218) TN 24590-06-03752	Direction to Implement New Safety Classification Process for the Waste Treatment and Immobilization Plant (WTP) (M141)	
ORP 08-NSD-059 (10/15/08) (CCN 188217)	Direction to Implement New Justification for Continued Design, Procurement, and Installation (JCDPI) (M152)	

TN 24590-06-03753		
Modification M090 & 09-AMD-205 (07/18/08) (CCN 202423) TN 24590-06-02145 & -02381	Direction to Implement DOE O 205.1A, Cyber Security Management Program (M155)	
Modification M154 TN 24590-06-04133	Direction to Implement Pretreatment Engineering Platform (PEP) dry layup (M155)	

8. Update Section J, Attachment J, Advance Understanding on Costs, to incorporate the addition of paragraph 20 to read as follows:

20. All emergency-related repairs or emergency related maintenance on BNI leased facilities less than or equal to \$25,000, no CO approval is required. Alterations made to any BNI leased facility greater than or equal to \$100,000, CO approval is required (09-AMD-164 dated May 28, 2009; CCN 200168). **(M155)**

9. **Contractor's Statement of Release:** In consideration for Modification No. M155, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to the changes listed herein and to the items identified in Table 13-A, but specifically excluding items in Table 13-B.
10. **All other terms and conditions remain unchanged.**

(End of Modification)