

2. AMENDMENT/MODIFICATION NO. M023	3. EFFECTIVE DATE (M/D/Y) See Block 16C	4. REQUISITION/PURCHASE REQ. NO. AN-NOPR	5. PROJECT NO. (If applicable)
--	---	--	--------------------------------

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
----------------------	---

**U.S. Department of Energy
Office of River Protection
P. O. Box 450, MS H6-60
Richland, WA 99352**

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Bechtel National, Inc. 3000 George Washington Way Richland, WA 99352	<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. 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.

<input type="checkbox"/>	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"/>	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: See Page 2
<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) R. F. Naventi, Project Director	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Roy J. Schepens, Manager
15B. CONTRACTOR/OFFEROR ORIGINAL SIGNED BY <hr/> <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 12/10/02
	16B. UNITED STATES OF AMERICA BY ORIGINAL SIGNED BY <hr/> <i>(Signature of Contracting Officer)</i>
	16C. DATE SIGNED 16 Dec 2002

Block 13C Continuation:

This supplemental agreement is entered into pursuant to authority of:

- A. Section I, Clause I.82, FAR 52.243-2 Changes – Cost-Reimbursement (AUG 1987) – Alternate III (APR 1984)
- B. Mutual agreement

Block 14 Continuation:

A. Purpose of the Modification:

- 1. Under Section C, *Statement of Work*, Table C.5-1.1, *Deliverables*: Modify Contract Due Date for Items 2.5, 2.6, 2.7, 4.1, & 7.3, and modify Action Required for Items 4.1 and 6.11.
- 2. Under Section C, *Statement of Work*, Standard 2, *Research, Technology, and Modeling*, submittal requirements for Deliverable 2.2 are changed from test plans, to draft test plans.
- 3. Under Section G, *Contract Administration Data*, Clause G.4, *Billing Instructions*, Invoice billing dates are changed from the 1st and 15th of each month, to the 5th and 22nd.
- 4. Under Section I, *Contract Clauses*, Clause entitled, *Trade Agreements* (APR 2000) is deleted.
- 5. Under Section J, *List of Attachments*, Attachment E, *List of Applicable Directives*,
 - a. Under Section (b) add: DOE Order O 221.1 Reporting Fraud, Waste, and Abuse To The Office of Inspector General dated 03/22/2001 and DOE Order O 221.2 Cooperation With The Office of Inspector General dated 03/22/2001.
 - b. Under Section (b) add: DOE N 231.1 “Environment, Safety, and Health Reporting Notice” dated 01/15/2002.
 - c. Under Section (a) delete RL/REG-2000-04, “Industrial Hygiene and Safety Regulatory Plan”, and under Section (b) add ORP M 440.1-2, “Industrial Health and Safety Oversight Plan for the Waste Treatment Plant Contractor.”
 - d. Under Section (b) add: DOE N 471.3 “Reporting Incidents of Security Concern” dated 04/13/2001.

6. Under Section J, *List of Attachments*, Attachment J, *Advance Understanding on Costs*,
 - a. Item 1, is modified to incorporate changes under Federal Acquisition Circular 2001-08.
 - b. Add three additional Items to reflect costs of hedging contracts, BNI Vanpool Program, and the Washington State Retrospective Rating Program connected with Workers Compensation.

B. Description of the Change:

1. Under Section C, *Statement of Work*, Table C.5-1.1, *Deliverables*:
 - a. Modify Contract Due Date for Item No. 2.5, *Operational Research Assessment*, to “10/15/2001, 12/19/2002, and update annually on 12/19 thereafter.”
 - b. Modify Contract Due Date for Item No. 2.6, *WTP Tank Utilization Assessment*, to “10/15/2001, 12/19/2002, and update annually on 12/19 thereafter.”
 - c. Modify Contract Due Date for Item No. 2.7, *Material Balance and Process Flowsheet*, to “10/15/2001, 12/19/2002 and update annually on 12/19 thereafter.”
 - d. Modify Action Required for Item No. 4.1, *Construction, Procurement, and Acceptance Testing Plan*, from “K” to “K on initial Deliverable and I for any subsequent updates.”
 - e. Modify Contract Due Date for Item No. 4.1, *Construction, Procurement, and Acceptance Testing Plan*, from “7/3/2001 and update annually thereafter”, to “as required.”
 - f. Modify Action Required for Item No. 6.11, *QA Provisions Document*, from “K” to “K on initial Deliverable and I for any subsequent updates.”
 - g. Modify Contract Due Date for Item No. 7.3, *Environmental Plan*, to “8/23/2001 and update annually thereafter.”
2. Under Section C, *Statement of Work*, Standard 2, *Research, Technology, and Modeling*, Deliverable 2.2 is modified as follows:

from:

- (i) The Contractor shall provide DOE copies of the Contractor-approved test plans (Table C.5-1.1, Deliverable 2.2) for all process verification and product qualification testing at least 15 calendar days in advance of conducting the test for information.

to:

- (i) The Contractor shall provide DOE copies of the Contractor-approved **draft** test plans (Table C.5-1.1, Deliverable 2.2) for all process verification and product qualification testing at least 15 calendar days in advance of conducting the test for information.

3. Revise Section G, *Contract Administration Data*, Clause G.4(b), *Billing Instructions*, first sentence as follows:

From:

“(b) Invoices for payment shall be submitted the first Federal business day on or after the 1st and 15th of each month.”

To:

“(b) Invoices for payment shall be submitted the first Federal business day on or after the 5th and 22nd of each month with the exception of the month of February when the second invoice will be delivered on the 21st.”

4. Under Section I, *Contract Clauses*, Clause I.56, *FAR 52.225-5 Trade Agreements (APR 2000)* is deleted and now shown as “I.54 RESERVED”. (*Contracting Officer’s Note: The deleted clause entitled Trade Agreements was erroneously numbered in the full text version of the Contract as “I.56”, but should have been “I.54.”*)
5. Under Section J, *List of Attachments*, Attachment E, *List of Applicable Directives*, the following changes are made:
 - a. Under Section (b) add: DOE Order O 221.1 Reporting Fraud, Waste, and Abuse To The Office of Inspector General dated 03/22/2001 and DOE Order O 221.2 Cooperation With The Office of Inspector General dated 03/22/2001. These two Orders shall be footnoted in the Contract as applicable effective with the execution date of Modification No. M023 and include the footnote statement: “The Contractor shall implement these Orders into all new subcontract awards beginning January 1, 2003, except for those acquisitions for commercial items and for any new acquisition awards under \$100,000. Flow down of the requirements of these Orders to Subcontractors using these criteria meets the intent of ensuring compliance with the Orders’ requirements.”

- b. Under Section (b) add: DOE N 231.1 “Environment, Safety, and Health Reporting Notice” dated 01/15/2002.
 - c. Under Section (a) delete RL/REG-2000-04, “Industrial Hygiene and Safety Regulatory Plan”, and under Section (b) add ORP M 440.1-2, “Industrial Health and Safety Oversight Plan for the Waste Treatment Plant Contractor.”
 - d. Under Section (b) add: DOE N 471.3 “Reporting Incidents of Security Concern” dated 04/13/2001.
6. Under Section J, *List of Attachments*, Attachment J, *Advance Understanding on Costs*,
- a. Modify Item 1, to incorporate changes under Federal Acquisition Circular 2001-08 as follows:
 - From:
 - 1. Allowable costs for WTP project-specific travel and relocation shall be in accordance with the Bechtel Systems & Infrastructure, Inc. (BSII) policy dated January, 2001 (Revision 0) submitted under BNI letter CCN 017879 dated January 29, 2001. However, payments made under 3.7 d) therein for tax assistance “gross up” shall be an unallowable cost.
 - To:
 - 1. Allowable costs for WTP project-specific travel and relocation shall be in accordance with the Bechtel Systems & Infrastructure, Inc. (BSII) policy dated January, 2001 (Revision 0) submitted under BNI letter CCN 017879 dated January 29, 2001. However, payments made under 3.7 d) therein for tax assistance “gross up” shall be an unallowable cost prior to July 29, 2002, and an allowable cost thereafter.
 - b. Add Items 7, 8, and 9 as follows:
 - 7. Costs incurred in connection with hedging contracts entered into in connection with foreign currency purchases, including but not limited to the purchase cost, rollover costs to adjust a hedging contract to a new date in the event the payment date is delayed, and closure costs in the event a procurement is canceled, are considered allowable costs under the Contract, subject to other required tests of allowability under the Contract, the Federal Acquisition Regulation, and the Department of Energy Acquisition Regulation.
 - 8. Costs to implement the BNI Vanpool Program to encourage project craft and nonmanual vanpooling are considered allowable costs under the Contract, subject to other required tests of allowability under the Contract, the Federal Acquisition Regulation, and the Department of Energy Acquisition Regulation.

9. Costs incurred in connection with the Washington State Retrospective Rating Program connected with Workers Compensation, including but not limited to surcharges, are considered allowable costs under the Contract, subject to other required tests of allowability under the Contract, the Federal Acquisition Regulation, and the Department of Energy Acquisition Regulation.

C. Contractor's Statement of Release

No equitable adjustment in target cost, target cost range, target fee, schedule, or baseline is required as a result of the changes incorporated by this modification. 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 proposal(s) for adjustment.

D. Contract Value and Contract Funding Summary. No change.