AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE 1 OF PAGES 25

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE *(M/D/Y)*	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
M166	**See Block 16C**	**N/A**	

6. ISSUED BY CODE

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

CODE 396A5 FACILITY CODE 153392068

☐ 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**

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.
☐	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).
☒	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)
☐	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)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
Frank Russo **Project Director**		**Ronnie L. Dawson** **Contracting Officer**	
15B. CONTRACTOR/OFFEROR ORIGINAL SIGNED BY *(Signature of person authorized to sign)*	15C. DATE SIGNED 6/8/10	16B. UNITED STATES OF AMERICA BY ORIGINAL SIGNED BY *(Signature of Contracting Officer)*	16C. DATE SIGNED 6/10/10

Purpose of Modification:

The purpose of this modification is to do the following:

1. Update Section C, *Statement of Work*, Section C.5, Table C.5-1.1, *Deliverables*, to reflect deferred deliverable contract due dates for Item No. 2.5, 2.6, and 2.7.

   Reference:
   (a) 09-WTP-245 (CCN 208950), Letter from T.M. Williams, ORP, to N.F. Grover, BNI, "Approval to Defer 2009 [and 2010] Contract Process Model Deliverables," dated November 9, 2009.

2. Update Section C, *Statement of Work*, Section C.5, Table C.5-1.1, *Deliverables*, to reflect change in deliverable from Standard 7, *Environment, Safety, Quality, and Health*, to Standard 9, *Radiological, Nuclear, and Process Safety.* The applicable item number will change from 7.1 to 9.1.

3. Update Section C, *Statement of Work*, Section C.6, Standard 7, *Environment, Safety, Quality, and Health*, to remove Paragraph (e)(2) and revise Table S7-1, *Environment, Safety, Quality, and Health Deliverables*, to reflect change in deliverable requirements.

   Reference:
   (a) 08-NSD-058 (CCN 188215), Letter from T.M. Williams, ORP, and S.J. Olinger, ORP, to W.S. Elkins, BNI, "Modification of Contract Statement of Work (SOW) Standard and Addition of New Standard 10," dated October 13, 2008.

4. Update Section C, *Statement of Work,* Section C.6, to include new Standard 9, *Radiological, Nuclear, and Process Safety,* which incorporates Table S9-1, *Radiological, Nuclear, and Process Safety Deliverables.*

   Reference:
   (a) 08-NSD-058 (CCN 188215), Letter from T.M. Williams, ORP, and S.J. Olinger, ORP, to W.S. Elkins, BNI, "Modification of Contract Statement of Work (SOW) Standard and Addition of New Standard 10," dated October 13, 2008.

5. Update Section G, *Contract Administration Data*, Clause G.2, *Contract Administration* to reflect change in assignment of Contracting Officer.

6. Update Section G, *Contract Administration Data*, Clause G.4, *Billing Instructions*, paragraph (a)(4) to reflect change in assignment of Contracting Officer.

7. Update Section G, *Contract Administration Data*, Clause G.8, *Delivery Destination for Correspondence and Contract Deliverables*, paragraph (a)(1) to reflect change in assignment of Contracting Officer.

8. Update Section I, *Contract Clauses*, I.55 Clause, FAR 52.225-11 *Buy American Act – Construction Materials Under Trade Agreements (March 2009),* to incorporate changes made from the March 2009 version to the August 2009 version.

9. Revise Section I, *Contract Clauses*, to incorporate various administrative and other changes applicable to Contract Clause I.85, FAR 52.244-2 *Subcontracts (Aug 1998) – Alternate (Aug 1998)*. The following is a summation of the changes therein and supersedes all previous communications:

    a. Update Contract Clause I.85 to change the consent threshold to remove "Rev 0".
    b. Update Contract Clause I.85 to reflect amended consent thresholds of Subcontracts which meet or exceed $25M and $50M dollar threshold. Please note that the Contracting Officer consent request for all new or aggregate awards is required thirty (30) days prior to award for Subcontracts at or above $25M and sixty (60) days prior to award for Subcontracts at or above $50M.
    c. Update Contract Clause I.85 to reflect requirement for all Time and Material and Sole Source type contracts over $100,000.00. Included in this requirement is the need for BNI to send all supporting documentation with the Advanced Notification for Award.

    References:
    (a) E-mail from T.M. Williams, ORP, to A. Thompson, BNI, "Consent Thresholds / Miller Act Bonding – DOE Response", dated Nov 5, 2009 (CCN 210558).

    (b) Email from T.M. Williams, ORP, to M. Watts, BNI, Request - Need to Know Impacts, dated March 10, 2010 (CCN 215582).

10. Update Section I, *Contract Clauses*, Contract Clause I.29B, FAR 52.222-2 *Payment for Overtime Premiums*, paragraph (a), from $5.4M for Fiscal Year 2009 to $6,270,000 for Fiscal Year 2010 and incorporate the requirement for the submission of actualized premium overtime dollars utilized each quarter. Actualized overtime labor information will be submitted to the Contracting Officer within 14 business days of the close of each quarter and will include the total dollars spent against the NTE amount authorized for payment of overtime premiums.

    References:
    (a) 10-AMD-061 (CCN 214924), Letter from T. M. Williams, ORP, to N. F. Grover, BNI, "Fiscal Year (FY) 2010 Premium Overtime," dated March 02, 2010.

    (b) 10-AMD-081 (CCN 215680), Letter from T. M. Williams, ORP, to N. F. Grover, BNI, "Request for Quarterly Overtime Actual Information," dated March 16, 2010.

    (c) CCN 210601, Letter from N. F. Grover, BNI, to T. M. Williams, ORP, "Reporting Quarterly Premium Overtime Actual Information," dated March 29, 2010.

11. Update Section J, *List of Attachments*, Attachment E, *List of Applicable Directives (List B- DEAR 970.5204.78)*, paragraph (b) from DOE O 350.1, Change 1 dated May 8, 1998, *Contractor Human Resource Management Program*, to CRD O 350.1, Change 2 dated November 22, 2009, *Contractor Human Resource Management Program .*

12. Update Section J, *List of Attachments*, Attachment E, *List of Applicable Directives (List B- DEAR 970.5204.78)*, paragraph (a) and delete directives RL/REG-97-13, *Office of River Protection Position on Contractor-Initiated changes to the Authorization Basis*, DOE/RL-96-0003, *DOE Regulatory Process for Radiological, Nuclear, and Process Safety*, DOE/RL-96-0004, *Process for Establishing a Set of Radiological, Nuclear, and Process Safety Standards and Requirements*,

DOE/RL-96-0005, *Concept of the DOE Regulatory Process for Radiological, Nuclear, and Process Safety*, DOE/RL-96-0006, *Top-Level Radiological, Nuclear, and Process Safety Standards and Principles.*

Description of Modification

1. Update Section C, *Statement of Work*, Section C.5, Table C.5-1.1, *Deliverables*, to reflect deferred deliverable contract due dates for Item No. 2.5, 2.6, and 2.7. The changes are reflected as follows:

2.5	Operations Research Assessment	Standard 2 [Std. 2 (b)(1) & Std 3 (c)(6)(ii)(A)]	C	D	COR (M131)	12/19/2008, 6/19/2010, 6/19/2011 with bi-annual updates thereafter
2.6	WTP Tank Utilization Assessment	Standard 2 [Std. 2 (b)(2)]	C	D	COR (M131)	12/19/2008, 6/19/2010, 6/19/2011 with bi-annual updates thereafter
2.7	Material Balance and Process Flowsheet	Standard 2 [Std. 2 (b)(4)]	C	D	COR (M131)	12/19/2008, 6/19/2010, 6/19/2011 with bi-annual updates thereafter

2. Update Section C, *Statement of Work*, Section C.5, Table C.5-1.1, *Deliverables*, to reflect change in deliverable from Standard 7, *Environment, Safety, Quality, and Health*, to Standard 9, *Radiological, Nuclear, and Process Safety.* The applicable item number will change from 7.1, which is now shown as "Deleted", to 9.1. The changes are reflected as follows:

7.1	Deleted (M166)					
9.1	Radiological, Nuclear and Process Safety (M166)	Standard 9 [Std 9]	R	D	COR (M131)	per Table S9-1

3. Update Section C, *Statement of Work*, Section C.6, Standard 7, *Environment, Safety, Quality, and Health*, to add subparagraph (e)(1)(iv) and (e)(1)(v), remove subparagraph (e)(2), and revise Table S7-1, *Radiological, Nuclear, and Process Safety Deliverables*, to reflect change in deliverable requirements. The changes are reflected as follows:

Standard 7: Environment, Safety, Quality, and Health

The purpose of this Standard is to: (1) define Contractor responsibilities for conventional non-radiological worker safety and health; radiological, nuclear, and process safety; environmental protection; quality assurance; and (2) identify specific deliverables the Contractor shall submit to DOE.

Where this Contract or references contained in this Contract, makes reference to the "DOE Regulatory Unit," in place of "DOE Regulatory Unit," read "DOE" (as the regulator of radiological, nuclear, and process safety).

(a) The primary objectives of ESQ&H are to:

(1) Demonstrate compliance with established requirements;

(2) Apply best commercial practices to provide conventional non-radiological worker safety and health protection; radiological, nuclear, and process safety, and environmental protection; and

(3) Implement a cost-effective program that integrates environmental protection, safety, quality, and health in all Contractor activities.

Environmental protection, safety, quality, and health program activities and deliverables shall be integrated with all technical and regulatory aspects of the WTP Project.

(b) The Contractor shall integrate safety and environmental awareness into all activities, including those of subcontractors at all levels. Work shall be accomplished in a manner that achieves high levels of quality; protects the environment, as well as the safety and health of workers and the public; and complies with all requirements. The Contractor shall identify hazards; manage risks; identify and implement good management practices; and make continued improvements in environment, safety, quality, and health performance.

(c) The Contractor is responsible for providing safe and healthful working conditions for employees and all other persons under the Contractor's control who work in the general vicinity of the Contractor site, including subcontractors. The Contractor shall develop and implement integrated programs for conventional non-radiological worker safety and health; radiological, nuclear, and process safety; and environmental protection. The Contractor shall implement its program, and submit the deliverables described in paragraphs (d) and (e) of this Standard.

(d) The Contractor shall develop and implement an integrated standards-based safety management program to ensure that radiological, nuclear, and process safety requirements are defined, implemented, and maintained. The Contractor shall conduct work in accordance with the Contractor developed and DOE approved Safety Requirements Document (SRD). The SRD is the set of ESQ&H tailored requirements as referenced in Section I Clause, *Laws, Regulations, and DOE Directives*.

(e) The specific deliverables and program requirements are divided into four categories: (1) non-radiological worker safety and health protection; (2) radiological, nuclear, and process safety; (3) quality assurance; and (4) environmental protection. The deliverables shall reflect the current degree of design and project maturity. The following information is provided to support development of deliverables required in each area of the ESQ&H program:

(1) <u>Non-radiological Worker Safety and Health (Table C.5-1.1, Deliverable 7.0)</u>:

(i) The Contractor shall develop and implement an integrated standards-based safety management program. The Contractor's safety management program shall reflect proven principles of safety management and work planning that promotes accident prevention, employee involvement, and sound hazard analysis and control.

(ii) The Contractor's non-radiological worker safety and health program shall conform to the DOE oversight program described in RL/REG-2000-04,

Industrial Health and Safety Oversight Plan, until the Plan is superseded by 10 CFR 851, "Worker Safety and Health Program," at the effective implementation date of May 15, 2007. **(M114)**

(iii) DOE is responsible for the conduct of worker safety and health inspections and granting variances. **(M114)**

(iv) Proposed changes that impact cost and/or schedule will be analyzed under RL/REG-98-14, *Regulatory Unit Position on New Safety Information and Back-fits,* and if implemented, will be dispositioned in accordance with Section I Clause entitled, *Changes.* **(M166)**

(v) All regulatory information submitted will be handled in accordance with RL/REG-97-05, *Regulatory Unit Management Directives,* Directive 2.1, *Information Management*, and shall be made immediately available to the public by DOE, as appropriate. **(M166)**

(2) Deleted **(M166)**

Table S7-1. Environment, Safety, Quality, and Health Deliverables

Regulatory Action	Deliverable	References	During Construction	Start of Hot Commissioning
Standards Approval	Safety Requirements Document,	ORP letter 01-OSR-0311, dated September 17, 2001	Revision	Revision
	Quality Assurance Program	10CFR830.120, NQA-1 2000	Revision	Revision
Authorization for Hot Commissioning	Emergency Response Plan	DOE/RL-94-02	Draft	Final
	Maintenance Implementation Plan	WAC246-247	Draft	Final
	Occurrence Reporting Plan	DOE Manual 231.1-1A, Environmental Safety, and Health Reporting Manual	Draft	Final
	Environmental Protection Program	29CFR1910, 40CFR68	Draft	Final
	Radiation Protection Program	10 CFR 835	Revision	Final

(Entire Table revised M166)

(3) Quality Assurance (Table C.5-1.1, Deliverable 7.2):

The Contractor shall develop a QA Program, documented in a QA program manual(s), and supported by documentation that describes overall implementation of QA requirements. Supporting documentation shall include procedures, instructions, plans, and manuals used to implement the Contractors QA program within the Contractors scope of work. Specific requirements for process development, waste form qualification and testing are described in Standards 2 and 6. The Contractor's QA program manual(s) shall be submitted to DOE for review and approval (Table C.5-1.1, Deliverable 7.2). The Contractor shall utilize a technically defensible graded approach to develop the QA program based upon the requirements of: **(M066)**

(i) QA for radiological, nuclear, and process safety shall be conducted in accordance with 10 CFR 830.120, Subpart A and DOE O 414.1C. **(M066)**

(ii) QA for process development, waste form qualification and testing shall be conducted as described in Standards 2 and 6. QA program requirements for all HLW and ILAW work shall be covered by the approved QA program. The QA program manual(s) shall address the following requirements: **(M066)**:

(A) The Contractor shall implement the Office of Civilian Radioactive Waste Management's, *Quality Assurance Requirements and Description Document* (QARD), DOE/RW-0333P, Revision 20, for elements of the Contractor's scope that may affect the Immobilized High-Activity Waste (IHLW) product quality, including but not limited to, waste form development, qualification, characterization, production process control, and certification of the IHLW products.

(B) The Contractor shall implement the *National Consensus Standard* ASME NQA-1-2000, Part I and Part II, Subpart 2.7 for elements of the Contractor's scope that may affect product quality of the Immobilized Low-Activity Waste (ILAW) product, entrained solids, and sludge washing, including, but not limited to, waste form development, qualification, characterization, production process control, certification of ILAW product, entrained solids, and sludge washing. Furthermore, all research and technology activities (other than IHLW – see (A)) shall be conducted in accordance with NQA-1. **(M066)**

(iii) QA for permitting activities shall be conducted in accordance with all applicable laws and regulations, including RCRA, TSCA (if later directed by DOE), and WAC 173-303 QA requirements.

(iv) QA for facilities, projects, and secondary wastes not subject to the above requirements shall be done in accordance with DOE Order 414.1C. The Contractor shall maintain its QA program in accordance with DOE Order 414.1C. The Contractor has the option to not incorporate the elements of ANSI/ASQ Q 9001-2000, *Quality Management System,* requirements (for non-nuclear activities), which is referenced in the Contractor Requirements Document of DOE Order 414.1C. **(M066) (A143) (M152)**

(v) The Contractor may be required to use additional consensus standards in order to describe and implement a fully functional, systematic QA program for nuclear facility construction or for nuclear safety-related work. The RPP adopted the NQA-1-2000 as the primary QA reference document and the Contractor shall utilize this Standard to help achieve the quality objectives of this Contract, as necessary. **(M066)**

(vi) DOE or its designee(s) shall have access to and the right to conduct assessments, audits, and/or surveillance of the Contractor (and its subcontractors/suppliers, at any level) activities to ensure compliance with the appropriate requirements and the Contractor's QA program, at DOE discretion.

(4) Environmental Protection (Table C.5-1.1, Deliverable 7.3):

(i) The Contractor shall develop and implement an integrated environmental protection program. The Contractor shall design, construct, manage, and commission the WTP to assure compliance with environmental requirements, permits, licenses, and other regulatory approvals and agreements.

(ii) The Contractor shall develop and implement an integrated program to provide environmental protection and compliance. The Contractor shall integrate all permitting and compliance actions with the future WTP operator.

(iii) The Contractor shall identify all necessary permits, licenses, and other regulatory approvals and authorizations for the design, construction, commissioning, and operation of the WTP, unless otherwise identified in this Contract. The Contractor shall develop the necessary permit applications, license applications, requests for other regulatory authorizations, and supporting materials and documentation in accordance with Clause H.26, *Environmental Permits*. The Contractor shall provide all technical and regulatory information, documentation, and support to ensure that permits, licenses, and other regulatory authorizations and approvals are obtained in a timely manner to support the design, construction, commissioning, and operation of the WTP and other Hanford Site facilities that support the WTP.

(iv) The Contractor shall implement a program to track and address environmental compliance issues, and to implement and comply with all requirements (including, but not limited to, permitting, environmental reports, enforcement actions, consent decrees, *Hanford Federal Facility Agreement and Consent Order* milestones/reports/management commitments, NEPA, pollution prevention, and waste minimization).

(v) The Contractor shall work with the appropriate Hanford Site contractor in providing legally and regulatory required air and liquid effluent and near-facility environmental monitoring. The Contractor shall collect, compile, and/or integrate air and liquid effluent monitoring data from operations and activities under their control. The Contractor shall compare the monitoring data with regulatory and/or permit standards applicable to their activities and/or operations and provide the data and analyses to the appropriate Hanford Site contractor for use in preparing the mandatory State and Federal environmental reports for the Hanford Site in a timely manner. In addition, the Contractor shall provide appropriate environmental data for the WTP to support Hanford Site assessments and preparation of the Hanford Site Environmental Report.

(vi) The Contractor shall prepare and submit to the Contracting Officer for review and action the following environmental protection deliverables. The deliverables shall be consistent with the design and schedule for construction and commissioning the WTP. Identification of the following deliverables does not modify or affect the Contractor's responsibilities for environmental permitting, compliance, and protection identified in the Contract or as required under applicable law or regulation. The Contractor shall have the responsibility to identify and develop any necessary modifications to existing permit applications, license applications, requests for regulatory authorizations/approvals, and supporting materials to support the design, construction, commissioning, and operation of the WTP.

(A) Environmental Plan (Table C.5-1.1, Deliverable 7.3): The Contractor shall develop a detailed plan that identifies the Contractor's structured approach for environmental protection, compliance, and permitting, including: (1) planned environmental permitting and compliance activities for design, construction, and commissioning the WTP; (2) detailed permitting and compliance schedule integrated and linked to the technical baseline; and (3) environmental monitoring and reporting requirements. The Contractor shall review permit applications, license applications, and other requests for regulatory authorizations/ approvals, and supporting materials that are in draft form and/or were submitted to regulatory agencies and identify any modifications necessary to support the design, construction, commissioning, and operation of the WTP in the Environmental Plan.

The Environmental Plan (Table C.5-1.1, Deliverable 7.3) shall be submitted for DOE review and approval, and include identification of where and when DOE or other site contractor action is anticipated or required. The Plan shall be submitted within three (3) months after contract award. The Plan shall be updated as significant changes to the permitting schedules warrant.

(B) Dangerous Waste Permit Application (Table C.5-1.1, Deliverable 7.5): Prepared as a chapter to the *Dangerous Waste Portion of the Resource Conservation and Recovery Act Permit for the Treatment, Storage and Disposal of Dangerous Waste at the Hanford Facility* (Permit No. WA 7890008967).

Dangerous Waste Codes are identified in the *Double-Shell Tank System Unit Permit Application* (DOE/RL-88-21, October 1, 1996). The Contractor facilities shall be permitted to assure that the facility may manage and treat all waste codes applicable to the Hanford Double-Shell Tank system.

The Contractor shall develop and implement a plan for DOE review and approval for revising the Dangerous Waste Permit Application and obtaining the final status permit modification. The plan shall be developed in cooperation with DOE and the regulatory agencies. The Contractor shall revise the Dangerous Waste Permit Application (Table C.5-1.1, Deliverable 7.5), support the dangerous waste permitting process, and work with the regulatory agencies and DOE to obtain final status under the

Dangerous Waste Regulations to support WTP construction and commissioning activities. Construction of the treatment facility may commence prior to a final status permit being issued provided the regulatory agencies agree.

(C) Risk Assessment Work Plan (Table C.5-1.1, Deliverable 7.6): The Contractor shall implement the Risk Assessment Work Plan as agreed to with DOE and the regulatory agencies, and conduct environmental performance tests during commissioning to validate the risk assessment and demonstrate WTP performance. The Risk Assessment Work Plan shall be the documented outcome of the Contractor's negotiated agreement with regulators to demonstrate that WTP will meet required environmental performance standards for a thermal treatment facility. The Risk Assessment Work Plan (Table C.5-1.1, Deliverable 7.6) may be a supplement to the Dangerous Waste Permit Application.

(D) Notice(s) of Construction (Table C.5-1.1, Deliverable 7.7): The Contractor shall prepare Notice(s) of Construction (NOC) for both radioactive and non-radioactive air emissions related to Contractor activities in accordance with applicable regulations. NOCs (Table C.5-1.1, Deliverable 7.7) shall be submitted for DOE approval no less than 150 days prior to scheduled submission to the regulators. The Contractor shall also provide draft permit modification language for the air-operating permit to the appropriate site contractor based on regulator approvals of NOC and consistent with the project schedule, Environmental Plan, and provisions of this Contract.

(E) Prevention of Significant Deterioration Permit Application (Table C.5-1.1, Deliverable 7.8): The Contractor shall prepare a Prevention of Significant Deterioration (PSD) Permit Application for air emissions related to Contractor activities in accordance with applicable regulations. The Permit Application (Table C.5-1.1, Deliverable 7.8) shall be submitted for DOE review, comment, and approval no less than 150 days prior to scheduled submission to the regulators. The Contractor shall also be responsible for providing draft permit modification language to the appropriate site contractor for the air-operating permit consistent with the project schedule and provisions of this Contract.

(F) Petitions for Exemption or Exclusion for Immobilized High-Level Waste (Table C.5-1.1, Deliverable 7.9): The Contractor shall develop a set of documents for DOE use in petitioning Ecology and EPA to exempt or exclude the IHLW from regulation under HWMA and RCRA and their implementing regulations, respectively. The petitions and supporting technical and regulatory materials shall be developed in accordance with applicable law, regulation, and permit. The Contractor shall include DOE-provided information in the petitions, and shall be responsible for establishing a schedule with DOE for when such information is needed. The Contractor shall collect and analyze characterization data and demonstration-scale treated waste product data to support the petition and compliance

demonstration. The Contractor shall support DOE in the petitioning process and interactions with the regulators. The petition (Table C.5-1.1, Deliverable 7.9) shall be submitted to DOE for review and approval.

(G) Petition for a New Treatment Standard for Hanford Tank Waste (Table C.5-1.1, Deliverable 7.10): The Contractor shall develop a petition for submittal to the regulatory agencies that proposes vitrification as the specified treatment technology for Hanford tank waste. The Contractor shall collect and analyze characterization data and demonstration-scale treated waste product data to support the petition and compliance demonstration. The Contractor shall support DOE in the petitioning process and interactions with the regulators. The Contractor shall obtain, report, and certify required information to DOE to demonstrate that the ILAW product is acceptable for land disposal. The petition (Table C.5-1.1, Deliverable 7.10) shall be submitted to DOE for review and approval.

4. Update Section C, *Statement of Work,* Section C.6, to include new Standard 9, *Radiological, Nuclear, and Process Safety,* which incorporates Table S9-1, *Radiological, Nuclear, and Process Safety Deliverables.* The change is reflected as follows:

Standard 9: Radiological, Nuclear, and Process Safety (Table C.5-1.1, Deliverable 9.1) **(M166)**

1. The Contractor shall develop and implement an integrated standards-based safety management program to ensure that radiological, nuclear, and process safety requirements are defined, implemented, and maintained. Radiological, nuclear, and process safety requirements shall be adapted to the specific hazards associated with the Contractor's WTP activities.

2. The Contractor's integrated standards-based safety management program shall be developed to comply with the specific nuclear safety regulations defined in the effective rules of the 10 CFR 800 series of nuclear safety.

3. The Contractor shall prepare and submit to DOE for review and approval the radiological, nuclear, and process safety deliverables (Table C.5-1.1, Deliverables 9.1) defined in Table S9-1, *Radiological, Nuclear, and Process Safety Deliverables.* Each deliverable is structured around the following three activities:

   a. Standards Approval;

   b. Authorization for Construction and Cold Commissioning;

   c. Authorization for Hot Commissioning

4. The Contractor shall keep the facility-specific Preliminary Documented Safety Analysis (PDSA), except as noted in Table S9.1, current to within 60 days of contractor approved design changes or DOE-issued Safety Evaluation Reports (SER).

5. DOE may attend WTP Integrated Safety Management (ISM) meetings as observers. DOE may observe WTP design reviews (and question the presenters) as ex-officio members. These observations provide DOE with continuing information concerning the safety aspects of the evolving design and do not constitute ORP approval of the matters discussed.

6. The Contractor shall submit the Documented Safety Analysis (DSA) for each facility no less than 12 months prior to the need for ORP approval to support Hot Commissioning readiness activities for those facilities.

7. The Contractor shall provide monthly a listing of safety evaluations performed that did not require ORP approval of the change.

8. The Contractor shall ensure a mechanism exists to allow efficient and timely DOE review of engineering documents reviewed by the Contractor for AB impacts.

9. The Contractor shall ensure AB management activities are performed in accordance with ORP procedure ENS-ENG-IP-01, *Waste Treatment and Immobilization Plant (WTP) Authorization Basis Management.*

Table S9-1. Radiological, Nuclear, and Process Safety Deliverables

Regulatory Action	Deliverable	References	During Construction	Start of Hot Commissioning
Standards Approval	Safety Requirements Document	ORP Letter 01-OSR-0311, dated September 17, 2001	Revision	Revision
Authorization for Construction and Cold Commissioning	Hazards Analysis Report Revision	DOE-STD-3009-94, 29CFR1910.119	N/A	Revision Note 3
	Maintain PDSA current to within 60 days of design (Note 1)	10 CFR 830, Subpart B, DOE-STD-3009, Change Notice 3	Revision	Revision
	Submit listing of Safety Evaluations that did not result in ABAR	DOE O 226.1A	Monthly	N/A
	Submit Justification for Continued Design, Procurement, and Installation. (Note 2)	10 CFR 830, DOE-STD-3009, and DOE Guide 421.1-2, Section 4.1.1.4	Revision	N/A
	Submit Criticality Safety Evaluation Report (CSER)	DOE O 420.1B	Biannually	Biannually
Authorization for Hot Commissioning	Documented Safety Analysis (DSA)	10 CFR 830, Subpart B	N/A	Final
	Technical Safety Requirements	10 CFR 830.205	N/A	Final
	Unreviewed Safety Question	10 CFR 830.204	N/A	Final

(Entire Table revised M166)

Notes: 1. Those portions of the PDSA that must be kept current are:

- Chapter 2, Facility Specific Descriptions as noted: Facility descriptions currently in Chapter 2 of the facility specific volumes of the PDSA that provide information on the safety significant systems SSC shall be maintained current with Chapter 4, ITS SSC. The remainder of Chapter 2 does not have to be maintained current. However, ORP expects BNI to establish a process that minimizes the delta between Chapter 2 and the design such that transition to the Documented Safety Analysis is not a significant task.
- Chapter 3, Hazard and Accident Analysis, except Operational Risk Assessment (ORA) and seismic probabilistic risk analysis.
- Chapter 4, Important to Safety (ITS) Systems Structures, and Components.
- Chapter 5, Derivation of Technical Safety Requirements.

2. JCDPI are only required if the Contractor determines that continuing procurement and installation is in the best interest of the DOE while the Authorization Basis Amendment is being reviewed and approved by DOE.
3. The Hazards Analysis Report will be submitted to support DSA review and approval. This will be the final deliverable for Hazards Analysis Report, as it does become a living document during operations.

5. Update Section G, *Contract Administration Data*, Clause G.2, *Contract Administration* to reflect change in assignment of Contracting Officer from Tom Williams to Ronnie L. Dawson and update contact information therein. The organization is also corrected from the Office of Project Administration to the Acquisition Management Division. The changes are reflected as follows: The ORP Contracting Officer (CO) is:

   U. S. Department of Energy
   Office of River Protection, MS H6-60

Ronnie L. Dawson (M166)
Contracting Officer
Acquisition Management Division
P.O. Box 450
Richland, WA 99352

Tele: (509) 376-0098 (M166)
Fax: (509) 376-0570 (M166)
E-mail: Ronnie_L_Dawson@orp.doe.gov (M166)

6. Update Section G, *Contract Administration Data*, Clause G.4, *Billing Instructions*, Item No. (a)(4) to reflect change in assignment of Contracting Officer from Tom Williams to Ronnie L. Dawson. The change is reflected as follows:

   Ronnie_L_Dawson@orp.doe.gov
   (M166)
   U.S. Department of Energy
   ORP
   Ronnie L. Dawson (M166)
   Contracting Officer

7. Update Section G, *Contract Administration Data*, Clause G.8, *Delivery Destination for Correspondence and Contract Deliverables*, Item No. (a)(1) to reflect change in assignment of Contracting Officer from Tom Williams to Ronnie L. Dawson. The change is reflected as follows:

   Mr. Ronnie L. Dawson (M166)

   Contracting Officer

   U. S. Department of Energy

   ORP

   MS H6-60

   P.O. Box 450 (for U.S. Mail delivery) Richland, WA 99352 or 2440 Stevens Center Place (for hand delivery) Richland, WA 99354

8. Update Section I, *Contract Clauses*, I.55 Clause, FAR 52.225-11 *Buy American Act – Construction Materials Under Trade Agreements (March 2009),* to incorporate changes made from March 2009 to August 2009 which adds Taiwan, Oman, and Peru to the list of designated countries, and changes Costa Rica from a Caribbean Basin country to a Free Trade Agreement country. The changes are reflected as follows:

I.55 FAR 52.225-11 BUY AMERICAN ACT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (AUGUST 2009)

(a) *Definitions*. As used in this clause--

"Caribbean Basin country construction material" means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

"Commercially available off-the-shelf (COTS) item"—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark.

Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

"Designated country construction material" means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

"Domestic construction material" means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic: or

(ii) The construction material is a COTS item.

"Free Trade Agreement country construction material means" a construction material that--

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

"Foreign construction material" means a construction material other than a domestic construction material.

"Least developed country construction material" means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"WTO GPA country construction material" means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item. (See FAR 12.50-5(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(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:_____none_____ [*Contracting Officer to list applicable excepted materials or indicate ``none''*] **(M152)**

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow

use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]

[*Include other applicable supporting information.*]

[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

9. Revise Section I, *Contract Clauses*, to incorporate various administrative and other changes applicable to Contract Clause I.85, FAR 52.244-2 *Subcontracts (Aug 1998) – Alternate (Aug1998),* subparagraph (e)(2). The changes are reflected in the conformed Contract Clause I.85 as follows:

I.85 FAR 52.244-2 SUBCONTRACTS (AUG 1998) – ALTERNATE I (AUG 1998)

(a) *Definitions.* As used in this clause-
"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d)(or (e) or this clause.

(d) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(1) Operability and Commissioning Subcontract

(2) A consent threshold is applicable to new awards ("Rev. 0") (effective January 22, 2008) and subsequent modifications increasing the value (effective March 2010) equal to or greater than $25,000,000, in accordance with the following time periods/values. (M107) (M118) **(M166)**

(i) From Contract award through June 25, 2007: NONE

(ii) From June 26, 2007 **(Mod M107)** through January 21, 2008: New awards greater than $10,000,000.

(iii) From January 22, 2008: New awards greater than $25,000,000. **(Mod M118)** In addition, from March 2010,

subsequent modifications increasing the value to greater than $25,000,000. The Contractor shall submit the consent request to the Contracting Officer for all new and aggregate awards thirty (30) days prior to award. **(M166)**

(iv) From July 15, 2009: For new awards greater than $10,000,000 up to $25,000,000, the ORP Contracting Officer has the option to select potential awards for further review and consent. In addition, from March 10, 2010 the Contracting Officer has the option to select potential awards for further review for all Time and Material and Sole Source type contracts over $100,000.00. Included in this requirement is the need for the Contractor to send all supporting documentation with the advanced notification for award. **(M166)**

(v) From November 5, 2009: For new awards greater than $50,000,000 and subsequent Modifications increasing the value to greater than $50,000,000. The Contractor shall submit the consent request to the Contracting Officer for all new and aggregate awards sixty (60) days prior to award. **(M166)**

NOTE: ORP C.O. review response will be within one week of receipt of the consent package; the >$25,000,000 Headquarters mandatory consent threshold still remains in effect. **(A151)**

(f)

(1) The Contractor shall notify the Contracting Officer in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this Contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this Contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this Contract; or

(3) To relieve the Contractor of any responsibility for performing this Contract.

(h) No subcontract or modification thereof placed under this Contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this Contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: *None*.

10. Update Section I, *Contract Clauses*, Contract Clause I.29B, FAR 52.222-2 *Payment for Overtime Premiums*, paragraph (a), from $5.4M for Fiscal Year 2009 to $6,270,000 for Fiscal Year 2010 and incorporate the requirement for the submission of actualized premium overtime dollars utilized each quarter. Actualized overtime labor information will be submitted to the Contracting Officer within 14 business days of the close of each quarter and will include the total dollars spent against the NTE amount authorized for payment of overtime premiums. The changes are reflected in paragraphs (a) and (c) as follows:

I.29B FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed $6,270,000 for FY10 **(M166)** or the overtime premium is paid for work—

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

(1) Identify the work unit; *e.g.,* department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(c) The actualized premium overtime dollars utilized against the NTE amount authorized for payment of overtime premiums, will be reported to the Contracting Officer on a quarterly basis. The Contractor shall disclose the total dollars spent to the Contracting Officer within 14 business days of the close of the quarter **(M166)**.

11. Update Section J, *List of Attachments*, Attachment E, *List of Applicable Directives (List B- DEAR 970.5204.78)*, paragraph (b), from DOE O 350.1, Change 1 dated May 8, 1998, *Contractor Human Resource Management Program*, to CRD O 350.1, Change 2 dated November 22, 2009, *Contractor Human Resource Management Program.* The change is reflected as follows:

CRD O 350.1, Chg 2	11/22/09	Contractor Human Resource Management Program **(M166)**

12. Update Section J, *List of Attachments*, Attachment E, *List of Applicable Directives (List B- DEAR 970.5204.78)*, paragraph (a) and delete directives RL/REG-97-13, *Office of River Protection Position on Contractor-Initiated changes to the Authorization Basis*, DOE/RL-96-0003, *DOE Regulatory Process for Radiological, Nuclear, and Process Safety*, DOE/RL-96-0004, *Process for Establishing a Set of Radiological, Nuclear, and Process Safety Standards and Requirements*, DOE/RL-96-0005, *Concept of the DOE Regulatory Process for Radiological, Nuclear, and Process Safety*, DOE/RL-96-0006, *Top-Level Radiological, Nuclear, and Process Safety Standards and Principle.* The change is reflected as follows:

DOCUMENT NUMBER	DATE	TITLE
		DELETED **(M130)**
		Deleted **(M166)**
		Deleted **(M166)**
		Deleted **(M166)**
		Deleted **(M166)**
RL/REG-97-04	08/02	Policy for Openness and Openness Plan for the Office of Safety Regulation
RL/REG-97-05	07/19/01	Regulatory Unit Management Directives
		Deleted **(M166)**
RL/REG-98-05	07/01/99	Inspection Program Description for the Regulatory Oversight for the RPP-WTP Contractor
RL/REG-98-06	06/30/99	Corrective Action/Enforcement Action Program Description
RL/REG-98-14	06/29/98	Regulatory Unit Position on New Safety Information and Back-fits
RL/REG-99-17	04/25/01	Review Guidance for the Limited Construction Authorization Request
		Deleted **(M114)**
DOE O 420.1B	12/22/05	Facility Safety (Partial Implementation per CCNs 168377 (ORP 07-WTP-306) and 170076) **(M133)**

DOE O 470.2B	10/31/02	Contractor Requirements Document (CRD), "Independent and Performance Assurance Program"

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 except for those changes reflected in Contract Clause I.85, FAR 52.244-2 *Subcontracts (AUG 1998) -- Alternate I (AUG 1998)*.

All other terms and conditions remain unchanged.

(End of Modification)