

Purpose of Modification:

The purpose of this modification is to update Contract Section H, *Special Contract Requirements*, Contract Clause H.3, *Key Personnel*, and Contract Clause H.18, *Responsible Corporate Official*. This contract modification also updates Contract Section J, *List of Attachments*, Attachment F, *Key Personnel*.

Description of Modification:

1. Update Contract Section H, *Special Contract Requirements*, Contract Clause H.3, *Key Personnel*, as follows:

FROM:

H.3 KEY PERSONNEL

A listing of Key Personnel on this Contract is provided as Section J, Attachment F, *Key Personnel*. These Key Personnel are considered to be essential to the work being performed on this Contract. Prior to diverting to other positions or substituting any of the specified Key Personnel, or proposing them as a Key Person under another contract, the Contractor shall notify the Contracting Officer in writing at least thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the work being performed under this Contract. No diversion or substitution shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion or substitution and such ratification shall constitute the consent of the Contracting Officer required by this Clause. Unless approved in writing by the Contracting Officer, no Key Personnel position will remain unfilled by a permanent replacement for more than sixty (60) days. The Key Personnel list shall be amended during the course of the Contract to add or delete Key Personnel as appropriate and as approved by the Contracting Officer.

Anytime the Project Manager is replaced or removed for any reason under the Contractor's control within two (2) years of Contract award, fee earned will be reduced by the amount of \$1,000,000. In addition, each time any other Key Personnel for the functions of Environment, Safety, Quality, and Health (ESQ&H); Procurement/Contracting; Technology Management; Engineering; Construction Management; and Design Management for Systems, Facilities, and/or Engineering Disciplines are replaced or removed for any reason under the Contractor's control within two (2) years of Contract award, fee earned shall be reduced by the amount of \$500,000 for each removed or replaced individual. DOE will effectuate the appropriate reduction in fee by reducing the next provisional payment due to the Contractor for invoiced fee by the appropriate dollar amount as set forth in this Clause. If no or insufficient provisional fee is due the Contractor within thirty (30) days, the Contractor shall refund to DOE the amount of the reduction due under this Clause. The Contractor may request, in writing, that the Contracting Officer waive all part or part of these reductions in fee, if special

circumstances exist. The Contracting Officer shall have unilateral discretion to waive or not to waive all or part of a reduction.

TO:

H.3 KEY PERSONNEL (291)

A listing of Key Personnel on this Contract is provided as Section J, Attachment F, *Key Personnel*. These Key Personnel are considered to be essential to the work being performed on this Contract. Prior to **adding or deleting Positions, changing Position Titles, diverting any of the employees in these Positions to other positions, or substituting any of the employees in specified Key Personnel Positions**, the Contractor shall notify the Contracting Officer in writing at least thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the work being performed under this Contract. No diversion or substitution shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion or substitution and such ratification shall constitute the consent of the Contracting Officer required by this Clause. Unless approved in writing by the Contracting Officer, no Key Personnel Position will remain unfilled by a permanent replacement for more than sixty (60) days. The Key Personnel **Positions** list **may** be **modified** during the course of the Contract to add or delete Key Personnel **Positions** as appropriate and as approved by the Contracting Officer.

2. Update Contract Section H, *Special Contract Requirements*, Contract Clause H.18, *Responsible Corporate Official*, and change the responsible corporate official from David M. Walker to Craig M. Albert. The contact information is likewise changed to accommodate the said change in the responsible corporate official. Contract Section H, *Special Contract Requirements*, Contract Clause H.18, *Responsible Corporate Official*, is deleted and replaced in full as follows:

H.18 RESPONSIBLE CORPORATE OFFICIAL

The Contractor shall guarantee performance as evidenced by the *Guarantee of Performance Agreement* (Clause H.15). If a separate business entity is established for this Contract, the Contractor's parent company shall guarantee performance as evidenced by the *Guarantee of Performance Agreement* (Clause H.15). If the Contractor is a joint venture or other similar entity where more than one company is involved, the parent companies shall assume joint and several liability for the performance of the Contractor. In the event any of the signatories to the *Guarantee of Performance* enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer. Notwithstanding the provisions of this Clause, the Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Project Manager for the Contractor and who is accountable for the performance of the Contractor, regarding Contractor performance issues. Should the responsible corporate official change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change in the individual to Contract.

Name: **Craig M. Albert (291)**
Position: President
Company/Organization: Bechtel National, Inc.
Address: **12011 Sunset Hills Rd., Reston, VA 20190-5919**
Phone: **703-429-6330**
Facsimile: **703-429-6045**
E-mail: **cmalbert@bechtel.com**

3. Update Contract Section J, *List of Attachments*, Attachment F, *Key Personnel*, and replaced in full as follows:

<u>Key Position</u>	<u>Current Employee</u>
(M110) (M130) (M133) (M147) (M152) (M158) (A164) (M181) (206) (208) (242) (261) (276) (291)	
Project Director	Frank Russo
Deputy Project Director / Project Manager	Richard (Rick) Bradford
Deputy Project Director / Design & Operations	Edward (Ward) Sproat
Safety Assurance Manager	Richard Nugent
Manager of Quality and Performance Assurance	Linda M. Weir
Manager of Engineering / Design	Thomas M. Patterson

Assistant Project Director (Nuclear Safety, Commissioning, & Operations)	Mark Lindholm
Manager of Construction	Steve Overton
Plant Operations Manager	Dennis Hayes
Environmental & Nuclear Safety Manager	Donna Busche
Assistant Project Director (Business Services)	Sandra Sawyer

4. **Contractor's Statement of Release:** In consideration of the Modification agreed to herein as complete equitable adjustment for the changes made through 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 changes as noted in this modification.
5. All other terms and conditions remain unchanged.