AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE 1 OF 10

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE *(M/D/Y)*	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
M019	See Block 16C	AN-NOPR	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CO
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)*		9A. AMENDMENT OF SOLICITATION NO.
Bechtel National, Inc. **3000 George Washington Way** **Richland, WA 99352**	☐	9B. DATED *(SEE ITEM 11)*
	☒	10A. MODIFICATION OF CONTRACT/ ORDER NO. **DE-AC27-01RV14136** 10B. DATED *(SEE ITEM 13)* **December 11, 2000**
CODE / FACILITY CODE		

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ____copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGE-MENT 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.

☐ 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:
See Page 2

☐ 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)*	
Anton R. Veirup, Prime Contract Manager		Michael K. Barrett, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	5-23-02	BY Michael K. Barrett *(Signature of Contracting Officer)*	5-23-02

Block 13C Continuation:

This supplemental agreement is entered into pursuant to authority of:

A. Section H, Clause H.3, "Key Personnel"

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

C. Mutual agreement

Block 14 Continuation:

A. Purpose of the Modification:

1. Modify Section C, *Statement of Work*, C.3, *Interactions with the Waste Treatment and Immobilization Contractor*, paragraph (b)(iii), to clarify DOE responsibilities.

2. Section C, *Statement of Work*, Table C.5-1.1, *Deliverables*: Modify Contract Due Date for Items 6.6, and 6.11, Modify Action Required for Item 6.10, Modify Legend Definitions paragraph J and add new paragraph F, Split Item No. 3.3, *Basis of Design/Design Criteria Database*, into Items 3.3a and 3.3b, and Modify Item No. C.9.1, *Interface Control Documents*, to clarify Contract due Dates for individual ICDs.

3. Modify Section C, *Statement of Work*, Standard 3, *Design*, delete subparagraphs (b)(2) and (b)(3) and replace with revised (b)(2), (b)(3), and (b)(4).

4. Under Section C, *Statement of Work*, C.9, *Interface Control Documents*, modify ICD 25: Emergency Response, and ICD 27: Telecommunications, to show as "Inactive".

5. Modify Section C, *Statement of Work*, Specification 1, *Immobilized High-Level Waste*, paragraph 1.4, *Inspection and Acceptance*, a change is made to correct an erroneous chapter reference to DOE Manual 435.1-1.

6. Under Section H, *Special Contract Requirements*, replace Clause H.38 *Additional Rights in Inventions and Technical Data* in its entirety.

7. Section I, *Contract Clauses*, and Section J, *List of Attachments*, are modified to recognize facilities capital cost of money as an allowable cost – effective from the date of Contract award.

8. Modify Section J, *List of Attachments*, Attachment F, *Key Personnel*, to approve replacement of the Area Project Manager, Low-Activity Waste; the Area Project Manager, Pretreatment; addition of a Prime Contract Manager; and deletion of Procurement.

9. Modify Section J, *List of Attachments*, Attachment J, *Advance Understanding on Costs*, to change paragraph 2, to incorporate Project Assignment Incentive (PAI), Revision 5; add paragraph 5 regarding facilities capital cost of money; and add paragraph 6, regarding the Employee Recognition Program.

B. Description of the Change:

1. Under Section C, *Statement of Work*, C.3, *Interactions with the Waste Treatment and Immobilization Contractor*, paragraph (b)(iii) delete the text "(physical system interface definition)" and replace with the following: "(bolded items in Responsibilities Section)".

2. Under Section C, *Statement of Work*, Table C.5-1.1, *Deliverables*:

   a. Modify Contract Due Date for Item No. 6.6, *ILAW Qualification Documentation*, to "6/1/2002 and update annually thereafter"

   b. Modify Contract Due Date for Item No. 6.11, *QA Provisions Document*, to "7/15/2001 and update annually thereafter"

   c. Modify Action Required for Item No. 1.10, *Quarterly Critical Analysis*, to "F"

   d. *Legend Definitions*, add paragraph F with text as follows:

      "F Provisional Fee Determination – The deliverable shall be provided to DOE. DOE will review the deliverable as part of the process of determining that acceptable invoices for Provisional Fee payments are provided by the Contractor, as well as for assessing the need for adjustments to the Provisional Fee payments."

   e. *Legend Definitions*, delete paragraph J in its entirety, and replace with the following:

      "J Jointly Developed, Review and Comment – The ICDs shall be jointly developed with DOE, the Tank Farm Contractor, and Hanford Site contractors. The deliverable shall be provided to DOE for review and comment. DOE will have the option for reviewing the

information and providing comment. The Contractor shall respond to all written comments. DOE Contracting Officer can issue the ICDs with outstanding comments. These outstanding comments would be resolved during the regular ICD update process. DOE comments that cannot be resolved in the appropriate partnering team shall be elevated to the senior management for resolution."

f. Modify Item No. 3.3, *Basis of Design/Design Criteria Database*,

From:

3.3	Basis of Design/Design Criteria Database	Standard 3	K	D	CO	8/20/2001 and update as required

To:

3.3 (a)	Basis of Design	Standard 3	K	D	CO	8/20/2001 and update as required
3.3 (b)	Design Criteria Database	Standard 3	M	D	CO	30 days after issue of Basis of Design, and update as required

g. Modify Item No. C.9.1, *Interface Control Documents*,

From:

C.9.1	Interface Control Documents	Section C.9	J	D	CO	every 6 months

To:

C.9.1	Interface Control Documents	Section C.9	J	D	CO	7/15/2001, 3/15/2002, and every 6 months as described below
	- Product Delivery Group - ICDs 14 and 15					11/15/02 and semi-annually thereafter

	- Infrastructure Group - ICDs 1, 2, 9, 11, 12, and 28					11/15/2002 and semi-annually thereafter
	- Waste Management Group - ICDs 3, 5, and 6					8/15/2002 and semi-annually thereafter
	- Waste Feed Group - ICDs 19, 20, and 23					8/15/2002 and semi-annually thereafter

3. Under Section C, *Statement of Work*, Standard 3, *Design*, delete subparagraphs (b)(2) and (b)(3) in their entirety and replace with the following text:

"(2) Basis of Design: The Contractor shall prepare for DOE review and concurrence (Table C.5-1.1, Deliverable 3.3(a)) and as significant changes occur, a Basis of Design Document that identifies directly or by reference design requirements and design codes and standards that will serve as a basis for the continued design of the WTP. The Basis of Design shall be based on the WTP Conceptual Design, (including the Basis of Design directly developed in that phase), and supporting documentation. The Basis of Design shall be generally organized by discipline and, at a minimum identify:

(i) Environmental permitting requirements from State laws and regulations, the DWPA, NOCs, PSD, etc.;

(ii) Summary of the WTP site characteristics, including climatic, geotechnical, and natural phenomena data (with numerical values specifically preferred where practical; otherwise, referenced to identified source);

(iii) Design requirements for the WTP;

(iv) Allowable process and atmospheric temperatures, pressures, flow rates, for design conditions (with numerical values specifically preferred where practical; otherwise, reference to identified source);

(v) Applicable codes and standards, regulations and guidelines.

(3) The Contractor shall prepare for DOE review (Table C.5-1.1, Deliverable 3.3(b)) a Design Criteria Database (DCD). The DCD shall be used to identify potential design inputs from the design criteria contained in the source documents. The DCD shall be based on the WTP Conceptual Design and supporting documentation and updated as source documents are revised. The DCD shall contain design criteria extracted verbatim from the following source documents (and others as appropriate):

(i) Initial Safety Analysis Report (PSAR/FSAR when submitted/approved);

(ii) Integrated Safety Management Plan;

(iii) Radiation Protection Plan for Design and Construction;

(iv) Safety Requirements Document-Volume II;

(v) Quality Assurance Manual;

(vi) RPP-WTP Contract;

(vii) Basis of Design;

(viii) Functional Specification;

(ix) Operations Requirements Document;

(x) Limited Construction Authorization Request(s);

(xi) Partial Construction Authorization Request(s) (when submitted/approved);

(xii) Construction Authorization Request(s) (when submitted/approved);

(xiii) Dangerous Waste Permit Application (when submitted/approved);

(xiv) Notices of Construction (when submitted/approved);

(xv) Prevention of Significant Deterioration to the Environment (when submitted/approved); and

(xvi) Interface Control Documents.

(4) Operations Requirements Document: The Contractor shall prepare an operations requirements document for DOE review and concurrence (Table C.5-1.1, Deliverable 3.4) based on the WTP Conceptual Design and supporting documentation. The operations requirements document shall define requirements for WTP life-cycle operations, including commissioning. These requirements will influence WTP design features to ensure cost efficient operations and provide for accurate life-cycle cost estimates, planning, and informed decision-making. The Operations Requirements Document shall address Operations and Support (O&S) Concepts and shall include, at a minimum:

(i) The operations and maintenance philosophy and requirements for the WTP, including requirements for reliability, availability, maintainability, and inspectability;

(ii) Description of the operations and maintenance philosophy for each of the WTP (Balance of Facilities, Pretreatment, HLW Vitrification and LAW Vitrification);

(iii) Estimate of operations and maintenance staffing including labor mix, crew size, and operating shift requirements;

(iv) Requirements for change rooms, first aid stations, decontamination facilities, lunch rooms, training facilities, control rooms, and operating galleries;

(v) Requirements for facilities and computer based (simulator) training facilities;

(vi) Equipment accessibility for maintenance and operations including both contact and remotely maintained systems, clearances and tolerances allowed in mechanical systems, and housekeeping features;

(vii) Instrument and control requirements for control room and local instruments;

(viii) General sampling and analyses requirements;

(ix) Ergonomics and human factors requirements for operations and maintenance;

(x) Maintenance and spares philosophy and requirements (including items to be present at transition to the future operations contractor);

(xi) Environmental compliance requirements; and

(xii) Health, safety, and site emergency services requirements.

Upon concurrence of the Operations Requirement Document, DOE will control the Operations Requirement Document and will consider any proposed changes."

4. Under Section C, *Statement of Work*, C.9, *Interface Control Documents*:

   a. Delete "ICD 25: Emergency Response" and show as "Inactive"

   b. Delete "ICD 27: Telecommunications" and show as "Inactive"

5. Under Section C, *Statement of Work*, Specification 1, *Immobilized High-Level Waste*, paragraph 1.4, *Inspection and Acceptance*, the following change is made to the last sentence:

   "In addition to Specification 13 requirements for IHLW, the Contractor shall conform to the Contractor Certification Program as described in DOE Manual 435.1-1, Chapter II, Section M.(1)."

6. Under Section H, *Special Contract Requirements*, replace Clause H.38 *Additional Rights in Inventions and Technical Data* in its entirety with the following:

   "H.38 ADDITIONAL RIGHTS IN INVENTIONS AND TECHNICAL DATA

   In addition to rights specified elsewhere, the Contractor agrees that it will, upon request by the Government, grant to the Government, and others acting on behalf of the Government, an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice or acquired by the Contractor and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through the completion of this Contract. The right of the Government shall apply to inventions, discoveries, and intellectual property, including technical data that are incorporated or embodied in the construction or design of the Waste Treatment and Immobilization Plant (WTP) or which are utilized in the operation of the WTP or which cover articles, materials, or products manufactured at the WTP. The acceptance or exercise by the Government

of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity, or scope of, or title to, any rights or patents or other intellectual property herein licensed.

The Contractor shall take all necessary steps to assign permits, authorizations, leases, and any licenses in any third party intellectual property for design, construction, operation, and closure of the WTP to U.S. Department of Energy (DOE) or such other third party as DOE may designate."

7. Regarding the allowability of Facilities Capital Cost of Money:

   a. Under Section I, *Contract Clauses*, I.16, FAR 52.215-17, *Waiver of Facilities Capital Cost of Money* (OCT 1997) is deleted effective December 11, 2000.

   b. Section J, *List of Attachments*, Attachment J, *Advance Understanding on Costs*, is modified per 9 b. below.

8. Under Section J, *List of Attachments*, Attachment F, *Key Personnel*:

   a. Area Project Manager, Low-Activity Waste -- replace "Robert E. Lawrence", with "Dilip N. Patel".

   b. Area Project Manager, Pretreatment -- replace "Richard M. Keenan", with "Robert E. Lawrence".

   c.

Delete:	"Thomas C. Doolittle	Procurement"
Replace with:	"Anton R. Veirup	Prime Contract Manager"

9. Under Section J, *List of Attachments*, Attachment J, *Advance Understanding on Costs*:

   a. The first sentence of paragraph 2 is deleted in its entirety and replaced as follows:

      2. "Allowable costs for WTP project-specific BSII Corporate employee permanent assignment compensation benefit shall be in accordance with the BSII Project Assignment Incentive (PAI), Revision 5."

   b. Add Paragraph 5 as follows:

"5. Effective from the date of Contract award, facilities capital cost of money shall be an allowable cost under the Contract, provided the criteria for allowability in FAR 31.205-10 are met."

c. Add paragraph 6 as follows:

"6. Costs to implement the BNI Employee Recognition Program to support individual and team accomplishments and encourage the achievement of Project goals 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.