AMENDMENT OF SOLICITATION DIFICATION OF CONTRACT	1. CON CT ID CODE	PAGE 1 OF PAGES 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
M090	See Block 16C	WPAS-NOPR	

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
U.S. Department of Energy **Nevada Operations Office** **P.O. Box 98518** **Las Vegas, NV 89193-8518**	

8. NAME AND ADDRESS OF CONTRACTOR (*No., street, county, State and ZIP Code*)	(√)	9A. AMENDMENT OF SOLICITATION NO.
Bechtel Nevada P.O. Box 98521 Las Vegas, NV 89193-8521 **EXECUTED COPY**		9B. DATED (*SEE ITEM 11*)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AC08-96NV11718**
		10B. DATED (*SEE ITEM 13*)
CODE FACILITY CODE		

11. THIS ITEM ONLY 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 © By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE 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 this 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 DESCRIBED 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 THE ADMINISTRATIVE CHANGES (*such as changes in paying office, appropriation date, etc*) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: I. 116 DEAR 970.5204-78, "Laws, Regulations, and DOE Directives"
	D. OTHER (*Specify type of modification and authority*)

E. IMPORTANT: Contractor ___ is not X is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.*)

This modification revises Contract Clause G.1, "NNSA Contract Administration," to identify the name and address of the Contracting Officer. This modification also revises Contract Clause H.9, "Transportation," to identify the address for the DOE Traffic Management Specialist. In addition, this modification incorporates Contract Clause G.3, "Contracting Officer's Representatives," to identify by name and title the Contracting Officer's Representatives delegated under this contract. This modification also incorporates the FY 2002 Subcontracting Plan into Section J, Appendix E, "Subcontracting Plan." Further, this modification defines the evaluation periods identified in Contract Clause I.122, "Conditional Payment of Fee, Profit, or Incentives."

15A. NAME AND TITLE OF SIGNER (*Type or print*)	16. NAME AND TITLE OF CONTRACTING OFFICER (*Type or print*)
Frederick A. Tarantino **President & General Manager**	MELODY C. BELL CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR (.) [redacted] (*Signature of person authorized to sign*)	15C. DATE SIGNED 11/14/01
16B. UNITED STATES OF AMERICA BY (.) [redacted] (*Signature of Contracting Officer*)	16C. DATE SIGNED 11/14/01

1. Contract Clause G.1, "DOE Contract Administration," is modified to identify the name and address of the Contracting Officer. In addition, Contract Clause G.1, "DOE Contract Administration," is renamed "NNSA Contract Administration." Contract Clause G.1, "NNSA Contract Administration," is stated below in its entirety:

G.1 NNSA CONTRACT ADMINISTRATION

(a) To promote timely and effective administration, correspondence sent to the Contracting Officer shall be addressed as follows:

Melody C. Bell
Contracting Officer
Contracts Management Division
National Nuclear Security Administration
Nevada Operations Office
P.O. Box 98518
Las Vegas, NV 89193-8518

(b) All correspondence sent to the Contracting Officer shall contain a subject line commencing with the contract number as illustrated below:

SUBJECT: Contract No. DE-AC08-96NV11718

2. The Contract is modified to add Contract Clause G.3, "Contracting Officer's Representatives." This clause identifies those individuals (by name and title) who have been delegated as Contracting Officer's Representatives under this Contract. Contract Clause G.3, "Contracting Officer's Representatives," is stated below in its entirety:

G.3 CONTRACTING OFFICER'S REPRESENTATIVES

The work to be performed under this contract is subject to the monitoring of Contracting Officer's Representatives, who shall be specifically designated by the Contracting Officer in writing. A copy of the designation letters shall be furnished to the contractor. The Contracting Officer's Representatives responsibilities shall be to coordinate with the contractor in the administration of the business and technical aspects of this contract and to provide technical direction pursuant to Contract Clause I.130, "Technical Direction."

The Contracting Officer's Representatives are as follows:

David L. Hamer, Jr.
Assistant Manager for Public and Institutional Affairs

Kathy D. Izell
Assistant Manager for Technical Services

David L. Marks, Jr.
Assistant Manager for Business and Financial Services

Deborah D. Monette
Assistant Manager for National Security

Carl P. Gertz
Assistant Manager for Environmental Management

Michael A. Marelli
Deputy Assistant Manager for National Security

Stephen A. Mellington
Deputy Assistant Manager for Environmental Management

Darwin J. Morgan
Deputy Assistant Manager for Public and Institutional Affairs

Jerry R. Truax, Jr.
Deputy Assistant Manager for Business and Financial Services

Terry L. Wallace
Deputy Assistant Manager for Technical Services

3. Contract Clause H.9, "Transportation," is modified by deleting the name of the DOE Traffic Manager and revising the address. Contract Clause H.9, "Transportation," is stated below in its entirety:

H.9 TRANSPORTATION

(a) The Contractor shall use carriers that offer acceptable service at reduced rates if available.

(b) Transportation in Commerce

The Contractor shall comply with the applicable Hazardous Materials Regulations (HMR) when transporting hazardous materials in commerce, even when the transportation is in a Government vehicle. Work Smart Standards apply when the transportation is not in commerce.

(c) The address of the DOE Traffic Management Specialist is as follows:

DOE Traffic Management Specialist
Waste Management Division
National Nuclear Security Administration
Nevada Operations Office
P.O. Box 98518
Las Vegas, NV 89193-8518

4. Contract Clause H.32, "Provisional Payment of Incentives," is modified to incorporate a paragraph that defines the evaluation periods identified in Contract Clause I.122, "Conditional Payment of Fee, Profit, or Incentives." In addition, Contract Clause H.32, "Provisional Payment of Incentives," is renamed "Provisional Payment of Fee." Contract Clause H.32, "Provisional Payment of Fee," is stated below in its entirety:

H.32 PROVISIONAL PAYMENT OF FEE

(a) Definition: For purposes of this clause, the word "fee" shall mean award fee, incentive fee, profit, and/or cost savings share.

(b) For the purposes of Contract Clause I.122, "Conditional Payment of Fee, Profit, or Incentives," the evaluation periods contemplated shall be six month periods commencing on October 1, 2001. The amount of fee subject to reduction under the Conditional Payment of Fee Clause shall be the total fee earned plus provisional fee payments made during the six month period.

(c) If interim payments of fee, are paid before the final determination of fee, those payments shall be provisional pending that final determination. Such provisional payments may be made at the discretion of the contracting officer.

(d) The final determination of fee will be made by the Fee Determination Official in accordance with the fee clauses of this contract. In the event that overpayment results from the payment of fee on a provisional basis, the contractor shall reimburse such overpayment to the Government upon demand, payable with interest in accordance with the "Interest" Clause of this contract.

5. Section J, Appendix E, "Subcontracting Plan," is modified by deleting the current "Subcontracting Plan" for FY 2001 and by incorporating the attached "Subcontracting Plan" for FY 2002 into the Contract.

(END OF MODIFICATION)