AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
M091	12/01/2001	WPAS-NOPR	

6. ISSUED BY CODE

U.S. Department of Energy
Nevada Operations Office
P.O. Box 98518
Las Vegas, NV 89193-8518

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

8. NAME AND ADDRESS OF CONTRACTOR (*No., street, county, State and ZIP Code*)

Bechtel Nevada
P.O. Box 98521
Las Vegas, NV 89193-8521

EXECUTED COPY

CODE FACILITY CODE

(√) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (*SEE ITEM 11*)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC08-96NV11718

10B. DATED (*SEE ITEM 13*)

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. 82 DEAR 970.5204-13, "Allowable Costs and Fixed-Fee (Management and Operating Contracts)"

☐ 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 Section J, Appendix A, entitled "Advance Understandings Human Resources For Profit Contractors," to incorporate the changes contained in Reimbursement Authorization No. A-17 concerning emergency response duty pay. This revision is effective as of December 1, 2001. All other terms and conditions remain the same.

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**			
15B. CONTRACTOR/OFFEROR (.) [redacted] (*Signature of person authorized to sign*)	15C. DATE SIGNED Dec 7, 2001	16B. UNITED STATES OF AMERICA BY (.) [redacted] (*Signature of Contracting Officer*)	16C. DATE SIGNED 12/7/01

1. Section J, Appendix A, entitled "Advance Understandings Human Resources For Profit Contractors," is modified to incorporate the attached Reimbursement Authorization No. A-17 concerning emergency response duty pay. This revision is effective as of December 1, 2001.

(END OF MODIFICATION)

DOE Form AD-36
(6-78)

U.S. DEPARTMENT OF ENERGY

REIMBURSEMENT AUTHORIZATION

NO. A-17

PAGE 1 OF 1 PAGES

PROJECT	LOCATION
DOE Nevada Operations Office	Las Vegas, Nevada

CONTRACTOR

Bechtel Nevada

CONTRACT NO.	DATE OF CONTRACT
DE-AC08-96NV11718	1-Jan-96

The following revision or addition to the approved employment policies and wage and salary schedules of the contractor is approved as an allowable cost, effective:

Under COMPENSATION, paragraph F. Pay in Addition to Base Pay, add a section concerning Emergency Response Duty Pay and one concerning Pay During Deployment.

Emergency Resonse Duty Pay is for members of specifically named teams. It provides $40 per day for those team members who are authorized and scheduled to be available within a set number of hours for emergency response work. The flat-rate incentive payment will continue to be paid during deployments. It is taxable income, and appropriate deductions will be taken.

Pay During Deployment covers members of the same specifically named teams while in transportation to and from deployment for exercises or real-world responses. Straight-time or time-and-a-half is paid depending on the employee's salary grade and the hours worked during the current work week.

See attached pages for specific language.

Approved for Contractor by:

(.) [redacted]

Date 11/30/01

Approved [redacted]:

(.)

NAME Melody C. Bell TITLE Contracting Officer DATE 12/7/01

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distance. The above is applicable providing the Contractor gave authorization for family members to accompany the employee on temporary duty assignment.

c. Those employees covered by a Collective Bargaining Agreement will receive a death benefit as stipulated in their Collective Bargaining Agreement.

19. Emergency Response Duty Pay

a. BN employees in grades A-G who are specifically authorized and scheduled to be available within a set number of hours for emergency response work outside their normal work hours are eligible to receive a flat-rate incentive payment of $40 for each 24-hour period of coverage.

b. Payment is limited to members of the following teams:
   - Nuclear Radiological Advisory Team (NRAT)
   - Aerial Measuring System Fixed-Wing (B-200)
   - Search Response Team
   - Consequence Management Response Team Phase I
   - Consequence Management Planning Team (CMPT)
   - Joint Technical Operations Team II (JTOT)
   - RSL-Nellis Duty Officer
   - BN Watchbill (supporting NNSA/NV Emergency Operations Center)
   - RSL-Nellis Home Team Manager
   - RSL-Hawaii (specific team name to be determined)

c. If a team is deployed for an exercise or real-world event, the flat-rate incentive payment will continue to be paid during the deployment.

d. The flat-rate incentive payment will be taxable income and appropriate deductions, including voluntary 401(k) contributions will be taken. It will not be included in overtime rate calculations.

20. Pay During Deployment

a. Employees in grades 1-7 and A-G receive pay for the time spent in transportation to and from deployment as a member of one of the teams listed in paragraph F.19.b for exercises or real-world responses. This provision does NOT apply to routine business travel.

b. Pay status begins from the time the employee arrives at RSL-Nellis or RSL-Andrews and ends when the employee is released from duty for the day at the destination. The reverse applies for the return trip.

c. Straight time or time-and-a-half is paid depending on the employee's salary grade and the hours worked during the current work week.

G. Certification Pay

Certification pay will require prior Contracting Officer or designee approval.

H. Site Allowance

Site allowances will be established with approval of the Contracting Officer or designee.

I. Location Pay for Temporary Assignments

Location pay for temporary assignments will be established including amount of pay and the circumstances under which it is provided with approval of the Contracting Officer or designee.

J. Severance Pay - Nonbargaining Employees

1. In the event of a Reduction in Employment (RIE), the Contractor may pay one week base pay to all full-time employees with less than one year of accredited service and one week's base pay per year of accredited service to employees with one or more years of service to a maximum of 15 weeks severance pay. (Employees must complete at least six months of accredited service in their final year of employment to receive one week's severance pay for that year.) Severance pay will not be given for any previous service where severance was paid by a Contractor or affiliate.

2. Employees who (1) accept transfer to another facility, subsidiary, or affiliate of the Contractor (or Lockheed Martin or Johnson Controls), (2) who are offered employment by a successor contractor, (3) who resign, or (4) who are discharged for cause, will not be eligible for severance pay.

3. Employees who have been accepted for a voluntary RIE or who are impacted by a RIE and who are eligible for and subsequently elect retirement will not be denied severance pay. In the event DOE approves a special one-time retirement incentive in connection with a work force reduction, the eligibility "window" for the retirement incentive will be closed before any voluntary or involuntary RIE designations are made. Employees electing a retirement incentive are not eligible for severance pay.

4. Severance pay is not counted as pay or service in calculating retirement benefits.

5. The term "severance pay" does not include incentives for employees who voluntarily separate or retire.