AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.
M101	see block 16c	N/A	

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

CODE FACILITY CODE

(v) 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*) 01/01/96

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:
X	D. OTHER (*Specify type of modification and authority*) **NNSA Acquisition Policy Notice 2002-02**

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

This modification replaces contract clause H.24, "Designated Officials" with a new contract clause entitled, "Performance Direction." This modification also deletes contract clause I.130 DEAR 970.5204-XX8, entitled "Technical Direction." All other terms and conditions remain unchanged.

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**		**Angela L. Avery** **Contracting Officer**	
15B. CONTRACTOR/OFFEROR (*Signature of person authorized to sign*)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (*Signature of Contracting Officer*)	16C. DATE SIGNED

1. Contract Clause H.24, "Designated Officials," is hereby replaced with the new Performance Direction Contract Clause. The new Contract Clause H.24, "Performance Direction," is stated below in its entirety.

H.24 PERFORMANCE DIRECTION

(a) The contractor is responsible for the management, integration, and operation of the site in accordance with the Terms and Conditions of the contract, duly issued Work Authorizations (WAs), and written guidance provided by the Contracting Officer and the Contracting Officer's Representative (COR). NNSA is responsible for establishing the work to be accomplished, the applicable standards and requirements to be met, and overseeing the work of the contractor. The contractor will use its expertise and ingenuity in contract performance and in making choices among acceptable alternatives to most effectively and efficiently accomplish the work called for by this contract.

(b) Only the Contracting Officer may assign, modify, and priority rank WAs.

(c) (1) The Contracting Officer and the NNSA Administrator will designate, in writing, specific NNSA employees as CORs with the authority to issue Performance Direction to the contractor. CORs are authorized to act within the limits of their delegation letter. A copy of each letter will be provided to the contractor. COR functions include technical monitoring, inspection, and other functions of a technical nature not involving a change in the scope, cost, or Terms and Conditions of the contract.

(2) The contractor must comply with written Performance Directions that are signed by the COR and:

(i) Redirect the contract effort, shift work emphasis within a work area or a WA, require pursuit of certain lines of inquiry, further define or otherwise serve to accomplish the Statement of Work (SOW), or

(ii) Provide information that assists in the interpretation of drawings, specifications, or technical portions of the work description.

(3) Performance Direction does not:

(i) authorize the contractor to exceed the funds obligated on the contract;

(ii) authorize any increased cost or delay in delivery in a WA;

(iii) entitle the contractor to an increase in fee; or

(iv) change any of the terms or conditions of the contract.

(d) (1) The contractor shall accept only Performance Direction that is provided in writing by a COR and that is within the SOW and a WA.

(2) The COR is authorized to review and approve technical reports, drawings, specifications, and technical information delivered by the contractor.

(e) (1) The contractor shall promptly comply with each duly issued Performance Direction unless the contractor reasonably believes that the Performance Direction violates this clause. If the contractor believes that the Performance Direction violates this clause, the contractor shall suspend implementation of the Performance Direction and promptly notify the Contracting Officer of its reasons for believing that the Performance Direction violates this clause. The contractor shall confirm these reasons in writing to the Contracting Officer within five workdays from receipt of the Performance Direction.

(2) The Contracting Officer will determine if the Performance Direction is within the SOW and WA. This determination will be issued in writing and the contractor shall promptly comply with the Contracting Officer's direction. If it is not within the SOW or WA, the Contracting Officer may issue a change order pursuant to the Changes clause.

(f) The parties agree to maintain full and open communication at all times, and on all issues affecting contract performance, during the term of this contract.

(End of Clause)

2. Contract Clause I.130 DEAR 970.5204-XX8 entitled, "Technical Direction" is hereby deleted in its entirety.

(END OF MODIFICATION)