

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 4 PAGES
2. AMENDMENT/MODIFICATION NO. M528	3. EFFECTIVE DATE (M/D/Y) See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Pacific Northwest Site Office Post Office Box 350 Richland, WA 99352	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Battelle Memorial Institute Pacific Northwest Division Richland, Benton County, WA 99352 DUNS # 032987476		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
CODE		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
FACILITY CODE		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC05-76RL01830
		<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) December 30, 1964

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 ACKNOWLEDGEMENT 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.

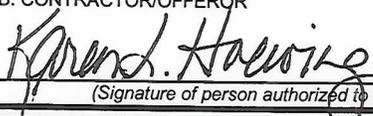
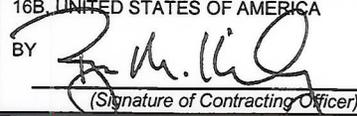
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: The mutual agreement of the parties
<input type="checkbox"/>	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.)

This bilateral contract modification revises Part I Section G, Contract Administration Data, Clause G-1 to incorporate personnel changes; Part I Section H, Special Provisions, Clause H-11, to delete references to the required contractor Self Evaluation Report; and Part II, Section I, Contract Clauses, Clause I-68, to make revisions to Key Personnel, Clause I-83, to delete Alternate III and add Alternate IV, and Clause I-104 to delete the End of Year Provisional Fee Payment provision. (See Continuation Page)

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) Karen L. Hoewing, General Counsel		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ryan M. Kilbury Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 8-26-09	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 8-26-09

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.**Purpose of Modification:**

The purpose of this contract modification is to update personnel changes in Clause G-1, eliminate the references to the contractor Self Evaluation Report in Clause H-11, eliminate the requirement for the Contractor to submit a self-assessment and include a provision permitting the Contractor to submit a self-assessment in Clause I-83, revise clause I-68, Key Personnel to include Cameron Andersen as the Director of Environment Health, Safety and Security and eliminate the End of Year Provisional Fee Payment in Clause I-104.

Description of Modification:

The following changes are hereby incorporated into the contract:

1. Part I, Section G, Contract Administration Data, Clause G-1, "Head of Contracting Activity (HCA), Contracting Officer (CO), and Contracting Officer's Representative (COR)" is changed as follows: The text of subparagraphs (b) and (c) are deleted in their entirety and replaced with the following:

- (b) Correspondence for the Pacific Northwest Site Office Contracting Officer is as follows:

Ryan M. Kilbury
Contracting Officer
Pacific Northwest Site Office (PNSO)
U.S. Department of Energy
P.O. Box 350, K9-42
Richland, WA 99352

In the event that the above named individual is absent for an extended period or an urgent action is required, any other duly appointed Contracting Officer assigned to PNSO or assigned to the Procurement and Contracts Division of the DOE Oak Ridge Operations Office, shall be authorized to take the required contractual action(s) within the limits of his/her authority. **[M528]**

- (c) The COR(s) for this contract have been designated in writing, in accordance with paragraph (b) of the Clause G-2, Technical Direction and are listed below:

Name & Position	Authorities
Michael J. Weis, Manager, Pacific Northwest Site Office	Unlimited authority to act for the Contracting Officer for functions that do not involve a change in the scope, price, terms or conditions of the Contract.
Julie K. Erickson, Deputy Manager, Pacific Northwest Site Office	Unlimited authority to act for the Contracting Officer for functions that do not involve a change in the scope, price, terms or conditions of the Contract.
Debbie E. Trader, Director, Laboratory Stewardship Division, Pacific Northwest Site Office	Unlimited authority to act for the Contracting Officer for functions within the scope of the PNSO Laboratory Stewardship Division that do not involve a change in the scope, price, terms, or conditions of the Contract.

Roger F. Christensen, Director, Operations Division	Unlimited authority to act for the Contracting Officer for functions within the scope of the PNSO Operations Division that do not involve a change in the scope, price, terms, or conditions of the Contract.
Dationa O. Carter, Attorney-Advisor, Office of Chief Counsel, Oak Ridge Operations Office	Unlimited authority to act for the Contracting Officer for Litigation Management and Legal Policy functions that do not involve a change in the scope, price, terms or conditions of the Contract.
Wendy E. Bryant, Assistant Chief Counsel for Contracts and General Law, Office of Chief Counsel, Oak Ridge Operations Office	Unlimited authority to act for the Contracting Officer for Litigation Management and Legal Policy functions that do not involve a change in the scope, price, terms or conditions of the Contract.

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2. Part I, Section H, Special Contract Requirements, Clause H-11, "Standards of Contractor Performance Evaluation", is changed as follows: The text of subparagraph (a)(4) is deleted in its entirety and replaced with the following:
- (a)(4) The Contractor shall provide periodic updates, as requested by the DOE, on the performance against the Appendix E. The Contractor shall provide a formal status briefing at mid-year and year-end. Specific due dates and formats for the above-mentioned briefings shall be agreed to by the Laboratory Director and the Manager, Pacific Northwest Site Office (PNSO). [M528]
3. Part II, Section I, "Contract Clauses", Clause I-68, "952.215-70 Key Personnel" is changed as follows: The text of subparagraph (b) is deleted in its entirety and replaced with the following:
- b. The list of personnel may, with the consent of the contracting Parties, be amended from time to time during the course of the Contract to add or delete personnel.
- (1) Michael Kluse, Laboratory Director;
 - (2) Steven F. Ashby, Deputy Director for S&T;
 - (3) J. Michael Davis, Associate Laboratory Director, Energy and Environment;
 - (4) Douglas Ray, Associate Laboratory Director, Fundamental and Computational Sciences;
 - (5) Barry Merrill, Associate Laboratory Director, National Security;
 - (6) Michael H. Schlender, Associate Laboratory Director, Operational Systems, and Chief Operations Officer;
 - (7) Paula Linnen, Associate Laboratory Director, Organizational Development Systems;
 - (8) Martin D. Conger, Associate Laboratory Director, Business Systems, and Chief Financial Officer;
 - (9) Cameron M. Andersen, Director, Environment, Health, Safety & Security Division; and
 - (10) Larry E. Maples, Director, Facilities and Operations Division [M528]

4. Part II, Section I, Contract Clauses, Clause I-83, "970.5215-1 Total Available Fee: Base Fee Amount and Performance Fee Amount (Dec 2000) Alternate II (Dec 2000) Alternate III (Dec 2000)" is changed as follows: The title of the clause is hereby changed to "970.5215-1 Total Available Fee: Base Fee Amount and Performance Fee Amount (Dec 2000) Alternate II (Dec 2000) Alternate IV (Dec 2000)" and the text of subparagraph (f) is deleted in its entirety and replaced with the following:
 - (f) Contractor self-assessment. Following each evaluation period, the Contractor may submit a self-assessment, provided such assessment is submitted within 30 calendar days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The DOE Operations/Field Office Manager, or designee, will review the Contractor's self-assessment, if submitted, as part of its independent evaluation of the Contractor's management during the period. A self-assessment, in and of itself may not be the only basis for the award fee determination. **[M528]**
(End of Clause)
5. Part II, Section I, "Contract Clauses", Clause I-104, "970.5232-2 Payments and Advances (Dec 2000) Alternate II (Dec 2000) Alternate III (Dec 2000) (DEVIATION)" is changed as follows: The text of subparagraph (a)(2) is deleted in its entirety and marked as "RESERVED" **[M528]**

(End of Contract Modification M528)