

2. AMENDMENT/MODIFICATION NO. M498	3. EFFECTIVE DATE (M/D/Y) See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY U.S. Department of Energy Pacific Northwest Site Office P. O. Box 350 Richland, WA 99352	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Battelle Memorial Institute Pacific Northwest Division Richland, WA 99352 DUNS # 032987476	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC05-76RL01830
		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.

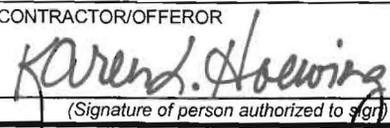
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (such as changes 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: 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 contract modification incorporates an advance agreement related to the ISM Awareness program into Section H, clause H-26. It also updates Section G, clause G-1 to incorporate personnel changes. See attached for details.

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) Jewel J. Short, II Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 1-22-09
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 1-22-09

Purpose of Modification:

The purpose of this contract modification is to incorporate an advance agreement related to the ISM Awareness program into Section H, clause H-26. It also updates Section G, clause G-1 to incorporate personnel changes.

Description of Modification:

The following changes are hereby incorporated into the contract:

1. Section H, "Special Contract Requirements", Clause H-26 "Advance Understandings on Allowable Costs" is changed as follows: Subparagraph (a)(9) below is hereby incorporated into the clause:

“(9) ISM Awareness Program

PNNL has an Integrated Safety Management (ISM) Awareness Program (ISMAP) which is separate and distinct from the Laboratory's variable pay programs. PNNL's variable pay programs, which include outstanding performance awards, specifically exclude any non-cash awards; whereas the ISMAP includes tangible awards valued at less than \$25 each. The ISMAP awards are for PNNL staff for having participated in educational and survey safety activities that are linked to ISM program performance improvement and achievement or for supporting staff recognition and awareness in the areas of safety and wellness. The Parties agree that the costs associated with the "ISM Awareness Program" are allowable costs under this Contract subject to an annual ceiling amount. The most recent cost ceiling was documented in DOE letter no. 09-PNSO-0095 which transmitted Modification no. M497. This letter authorized the annual ceiling for each year beginning October 1, 2008 through September 30, 2012. ISM Awareness Program tangible awards will not promote the Battelle name or logo. However, the PNNL branding logo is acceptable (i.e. Pacific Northwest National Laboratory branding logo, along with Operated by Battelle for the U.S. Department of Energy). Allowable cost is limited to tangible awards for PNNL staff, and any awards to non-PNNL employees will be an unallowable cost. **[M498]**

2. Section G, "Contract Administration Data", Clause G-1 "Head of Contracting Activity (HCA), Contracting Officer (CO), Administrative Contracting Officer (ACO), and Contracting Officer's Representative (COR)" is changed as described in the following paragraphs. In addition, these changes are reflected in the attached Section G which replaces the existing version in its entirety.
 - a. The title of the clause is hereby changed to "Head of Contracting Activity (HCA), Contracting Officer (CO), and Contracting Officer's Representative (COR)."
 - b. Subparagraph (b) is changed to extend authority to duly authorized contracting officers within the Oak Ridge Operations office.
 - c. The Table contained in subparagraph (c) is updated to reflect personnel changes.
 - d. The Section G Table of Contents is updated to reflect the change in the title of the clause.
 - e. There are no changes to clauses G-2, G-3 and G-4.
3. There are no other changes to the terms and conditions of the contract. The contractor hereby releases the Government from any and all liability under this contract for equitable adjustments attributable to this contract modification. (End of Contract Modification M498)

Part I – The Schedule

Section G

Contract Administration Data

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G-1 Head of Contracting Activity (HCA), Contracting Officer (CO), and Contracting Officer's Representative (COR)

- (a) The Chief Operating Officer, DOE Office of Science, has been designated as the HCA for this Contract.
- (b) The primary Contracting Officer responsible for administration of this Contract is shown below. This individual shall be primarily responsible for all contractual actions required to be taken by the Government under the terms of this Contract.

Jewel J. Short, II
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.

- (c) The following COR(s) for this Contract have been designated in writing in accordance with paragraph (b) of the clause entitled "Technical Direction":

Name & Position
Michael J. Weis, Manager, Pacific Northwest Site Office
Julie K. Erickson, Deputy Manager, Pacific Northwest Site Office
Debbie E. Trader, Director, Laboratory Stewardship Division, Pacific Northwest Site Office
Roger F. Christensen, Director, Operations Division, Pacific Northwest Site Office
Dationa O. Carter, Attorney-Advisor, Office of Chief Counsel, Oak Ridge Operations Office

(End of Clause)

G-2 952.242-70 Technical Direction (DEC 2000)

- (a) Performance of this work under this Contract shall be subject to the technical direction of the Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
 - (1) Providing direction to the Contractor that redirects Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain

lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.

- (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
 - (3) Reviewing and, where required by the Contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.
- (b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.
- (c) Technical direction must be within the scope of the work stated in the Contract. The COR does not have the authority to, and may not, issue any technical direction that:
- (1) Constitutes an assignment of additional work outside the Statement of Work;
 - (2) Constitutes a change as defined in the Contract clause entitled "Changes;"
 - (3) In any manner causes an increase or decrease in the total estimated Contract cost, the fee (if any), or the time required for Contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of the Contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the Contract.
- (d) All technical directions shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the Contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must:

- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the Contract effort and does not constitute a change under the Changes clause of the Contract;
 - (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
 - (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the Contract or to agree upon the Contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

(End of Clause)

G-3 Correspondence Procedure

Acting as a representative of the DOE Office of Science, the Pacific Northwest Site Office (PNSO) has the overall lead responsibility for oversight and administration of the programs and activities conducted by the Laboratory. To promote timely and effective administration, correspondence, submitted under the Contract, shall contain a subject line commencing with the Contract number and shall be subject to the following procedures:

(a) **Technical Correspondence**

Technical correspondence shall be addressed to the DOE Program Manager, COR, or other duly authorized Government representative, with an information copy of the correspondence to the PNSO. For the purpose of this paragraph, technical correspondence does not include technical correspondence where patent issues are involved; correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this Contract; and correspondence associated with approval requirements of the Contracting Officer.

(b) **Other Correspondence**

Other than technical correspondence shall be addressed to the Contracting Officer with information copies of the correspondence to the PNSO and as appropriate to the DOE Program Manager, COR, or other authorized Government representatives.

(End of Clause)

G-4 Modification Authority

Notwithstanding any of the other provisions of this Contract, a Contracting Officer shall be the only individual on behalf of the Government authorized to:

- (a) Accept nonconforming work;
- (b) Waive any requirement of this Contract; or
- (c) Take any action involving a change in the scope, price, terms, or conditions of this Contract.

(End of Clause)