

2. AMENDMENT/MODIFICATION NO. 234	3. EFFECTIVE DATE (M/D/Y) See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11EM003632	5. PROJECT NO. (If applicable)
---------------------------------------------	---------------------------------------------------	-------------------------------------------------------	--------------------------------

6. ISSUED BY U.S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352	7. ADMINISTERED BY (If other than Item 6)
------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Bechtel National, Inc. 2435 Stevens Center Place Richland, WA 99354	9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC27-01RV14136 <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) December 11, 2000
CODE 396A5	FACILITY CODE 153392068

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: Clause I.82, "FAR 52.243-2 Changes – Cost Reimbursement (AUG 1987) – Alternate III (APR 1984)"
<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.)

See following page(s)

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) Frank M. Russo Project Director	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ashley T. Morris Contracting Officer	
15B. CONTRACTOR/OFFEROR ORIGINAL SIGNED BY <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 9/1/11	16B. UNITED STATES OF AMERICA BY ORIGINAL SIGNED BY <i>(Signature of Contracting Officer)</i>
		16C. DATE SIGNED 9/6/2011

Purpose of Modification:

The purpose of this modification is to provide a revised non-qualified release of claims for Request for Equitable Adjustment (REA) 2010-001, *Pretreatment Engineering Platform (PEP) Design, Fabrication, and Installation*, and REA 2010-007, *Pretreatment Engineering Platform (PEP) Integrated Testing and Shakedown and Phase I Testing*. Although REA 2010-001 and REA 2010-007 were definitized under contract modification 214, the modification contained a reopener clause, which allowed for an adjustment of the negotiated price based on the completion of the Defense Contract Audit Agency (DCAA) Audit. This audit was completed on August 11, 2011, under DCAA Audit Report No. 4411-2011N21000003. As documented in the DCAA Report, the proposal for REA 2010-001 and REA 2010-007 were found to be acceptable and no major exceptions were taken. Therefore, this contract modification contains a revised non-qualified Contractor's Statement of Release for REA 2010-001 and REA 2010-007 and closes the reopener clause contained in contract modification 214. The inclusion of this release in the subject contract modification does not change the existing terms and conditions of the contract.

Description of Modification:

1. Delete the "Reopener Clause" from the Contractor's Statement of Release included in contract modification 214. The Contractor's Statement of Release is revised as follows:

FROM:

Contractor's Statement of Release:

In consideration of the Modification, 214, agreed to herein as complete equitable adjustment for the Contractor's Request for Equitable Adjustments (REAs) for REA 2010-001, *Pretreatment Engineering Platform (PEP) Design, Fabrication, and Installation, January 31, 2010, and Supplement, September 30, 2010* and 2010-007, *Pretreatment Engineering Platform (PEP) Integrated Testing & Shakedown and Phase I Testing*, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the changes as noted in the modification; except the Contractor does not waive any claim it may have for (i) potential schedule impacts resulting from this REA, or (ii) the potential cumulative impacts to schedule and/or the total estimated contract cost (TECC) resulting from this and other REAs, wherein cumulative schedule and/or TECC impacts were not resolved (negotiated); provided that the Contractor shall not be entitled to additional fee for such impacts.

Reopener Clause: This modification is subject to reopening pending completion of the Defense Contract Audit Agency (DCAA) audit of REAs 2010-001 and 2010-007. At the time of REA definitization, DCAA audit of the said REA has not been completed. Therefore, the parties agree that the negotiated price is subject to adjustment based on the results of the subsequent audit report and resolution of audit findings. Should there be no agreement on the amount of the price adjustment, then the Contracting Officer may issue a unilateral determination and modify the

Contract accordingly. The amount negotiated above for the REAs 2010-001 and 2010-007 is subject only to downward adjustment based on DCAA's audit of the Contractor's proposal.

TO:

Contractor's Statement of Release:

In consideration of the Modification, 214, agreed to herein as complete equitable adjustment for the Contractor's Request for Equitable Adjustments (REAs) for REA 2010-001, *Pretreatment Engineering Platform (PEP) Design, Fabrication, and Installation, January 31, 2010, and Supplement, September 30, 2010* and 2010-007, *Pretreatment Engineering Platform (PEP) Integrated Testing & Shakedown and Phase I Testing*, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the changes as noted in the modification; except the Contractor does not waive any claim it may have for (i) potential schedule impacts resulting from this REA, or (ii) the potential cumulative impacts to schedule and/or the total estimated contract cost (TECC) resulting from this and other REAs, wherein cumulative schedule and/or TECC impacts were not resolved (negotiated); provided that the Contractor shall not be entitled to additional fee for such impacts.

All other terms and conditions remain unchanged.

(End of Modification)