

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

2. AMENDMENT/MODIFICATION NO. 249	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 Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352	7. ADMINISTERED BY (If other than Item 6) CODE
--	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Bechtel National, Inc. 2435 Stevens Center Place Richland, WA 99354	<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-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.)

Reference Continuation Page(s)
Period of Performance: 12/11/2000 to 8/15/2019

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 Ronnie L. Dawson Contracting Officer
15B. CONTRACTOR/OFFEROR ORIGINAL SIGNED BY <hr/> <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 12/13/11
16B. UNITED STATES OF AMERICA BY ORIGINAL SIGNED BY <hr/> <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 12/19/11

Purpose of Modification:

The purpose of this modification is to provide a revised “Contractor’s Statement of Release” of claims for Request for Equitable Adjustment (REA), Multi-Employer Pension Plan (MEPP) for calendar year 2009, which was definitized under contract modification A165 and executed on March 25, 2010. This modification corrects an administrative error contained in contract modification A165 in which the “Contractor’s Statement of Release” referenced contract modification A163 instead of contract modification A165. The revision of this release in the subject contract modification does not change the existing terms and conditions of the contract and is performed under the authority provided under Clause I.82, *FAR 52.243-2 Changes – Cost Reimbursement (AUG 1987) – Alternate III (APR 1984)*, at no additional cost to the Government.

Description of Modification:

1. Delete the “Contractor’s Statement of Release” included in contract modification A165. The Contractor’s Statement of Release is revised as follows:

FROM:

Contractors Statement of Release: In consideration of the modification, A163, agreed to herein as complete and equitable adjustment for the Contractor’s Request for Equitable Adjustment for MEPP Plan year 2009, 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 potential schedule impacts resulting from this REA, or the cumulative impacts to schedule resulting from this and other REAs, wherein schedule was not resolved (negotiated); provided that the Contractor shall not be entitled to additional fee and any claim for cumulative schedule impacts shall be limited to the total estimated schedule impacts of those individual REAs.

TO:

Contractors Statement of Release: In consideration of the modification, A165, agreed to herein as complete and equitable adjustment for the Contractor’s Request for Equitable Adjustment for MEPP Plan year 2009, 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 potential schedule impacts resulting from this REA, or the cumulative impacts to schedule resulting from this and other REAs, wherein schedule was not resolved (negotiated); provided that the Contractor shall not be entitled to additional fee and any claim for cumulative schedule impacts shall be limited to the total estimated schedule impacts of those individual REAs.

2. All other terms and conditions remain unchanged.

(End of Modification)