

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE <b>1</b>	OF PAGES <b>4</b>
2. AMENDMENT/MODIFICATION NO. <b>262</b>		3. EFFECTIVE DATE (M D Y) <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>12EM001237</b>	5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>U.S. Department of Energy Office of River Protection P. O. Box 450, MS H6-60 Richland, WA 99352</b>			7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code)  <b>Bechtel National, Inc. 2435 Stevens Center Place Richland, WA 99354</b>			<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. <b>DE-AC27-01RV14136</b>	
			<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) <b>December 11, 2000</b>	
CODE <b>396A5</b>		FACILITY CODE <b>153392068</b>			

**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.29B "FAR 52.222-2 Payment for Overtime Premiums (JUL 1990)"
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

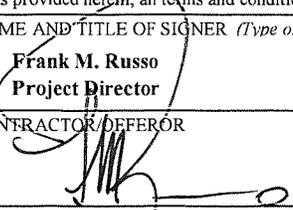
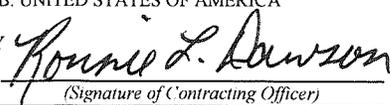
**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

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) <b>Frank M. Russo Project Director</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <del>Ashley T. Morris</del> <b>Ronnie L. Dawson</b> Contracting Officer	
15B. CONTRACTOR/DEFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED <b>3/28/12</b>	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
		16C. DATE SIGNED <b>4/17/12</b>	

**Purpose of Modification:**

The purpose of this modification is to update Contract Section I, *Contract Clauses*, Contract Clause I.29B FAR 52.222-2, *Payment for Overtime Premiums (JUL1990)*. This change is performed under the authority provided therein at no additional cost to the Government.

**Description of Modification:**

1. Update Contract Section I, *Contract Clauses*, Contract Clause I.29B FAR 52.222-2, *Payment for Overtime Premiums (JUL1990)*, paragraph (a) and change the overtime premium from \$5.8M for Fiscal Year (FY) 2011 to \$5.2M for FY 2012. Contract Section I, Contract Clause I.29B, paragraph (a) is revised as follows:

FROM:

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$5.8M for FY11 (**A197**) for the overtime premium is paid for work—

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

- (1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.
- (c) The actualized premium overtime dollars utilized against the NTE amount authorized for payment of overtime premiums, will be reported to the Contracting Officer on a quarterly basis. The Contractor shall disclose the total dollars spent to the Contracting Officer within 14 business days of the close of the quarter (M166).

TO:

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed \*\$5.2M for FY12 (262) or the overtime premium is paid for work—
  - (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
  - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
  - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
  - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—
  - (1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
  - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
  - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
  - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

- (c) The actualized premium overtime dollars utilized against the NTE amount authorized for payment of overtime premiums, will be reported to the Contracting Officer on a quarterly basis. The Contractor shall disclose the total dollars spent to the Contracting Officer within 14 business days of the close of the quarter **(M166)**.

\*Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause **(262)**.

2. **Contractor's Statement of Release:** In consideration of the Modification agreed to herein as complete equitable adjustment for the changes made through this modification, 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 this modification.
3. All other terms and conditions remain unchanged.