

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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2. AMENDMENT/MODIFICATION NO. 0111
3. EFFECTIVE DATE 12/12/2014
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 011111
NRLFO - Pgh
U.S. Department of Energy
Naval Reactors Laboratory Field Office - Pgh
P. O. Box 109
West Mifflin PA 15122-0109
7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
BECHTEL MARINE PROPULSION CORPORATION
Attn: JOHN E. POTTS
50 BEALE ST
SAN FRANCISCO CA 941051813
9A. AMENDMENT OF SOLICITATION NO. (x)
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. x
DE-NR0000031
10B. DATED (SEE ITEM 13)
09/25/2008
CODE 826336344 FACILITY CODE

11. THIS ITEM ONLY 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 HOUR AND DATE 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 this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED 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.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Mutual Agreement between the Government and Contractor
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 26-2569722

DUNS Number: 826336344

See page 3 of 3 for the purpose of this Modification (0111).

Line Item 00002:

Manage and Operate the Bettis and Knolls Atomic Power Laboratories - Base 5 year Period

Line Item value is: \$4,210,289,935.46.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
E.J. Bott, Manager Accounting
for S.B. Haughay, Vice President
15B. CONTRACTOR/OFFICER
(Signature of person authorized to sign)
15C. DATE SIGNED
12/12/14
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Joseph P. Maletta
16B. UNITED STATES OF AMERICA
(Signature of Contracting Officer)
16C. DATE SIGNED
12/12/2014

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-NR0000031/0111

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NAME OF OFFEROR OR CONTRACTOR
BECHTEL MARINE PROPULSION CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Line Item 00003:</p> <p>Manage and Operate the Bettis and Knolls Atomic Power Laboratories -- Option 5 year Period Line Item obligation is: \$1,160,035,349.</p> <p>-----</p> <p>Payment: OR-NRLFO U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 5478 Oak Ridge TN 37831 Period of Performance: 10/01/2008 to 09/30/2018</p>				

1. In accordance with Department of Energy Policy Flash 2014-03, the following Federal Acquisition Regulation Clause is hereby incorporated in Part II, Section I-2 of the contract as follows:

52.204-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908
 - (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
 - (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
2. By acknowledgement of this Modification (Number 0111) to DOE Contract Number DE-NR0000031, Contractor agrees that the scope of work required is understood by the Contractor; that there are no informal commitments by the Government or the Contractor that in any way affect the work under this Modification; that there are no open or unresolved issues related to this Modification except as explicitly stated herein; and that the Contractor therefore understands and agrees that the Modification states the complete agreement of the parties.

END MODIFICATION 0111