

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 10
2. AMENDMENT/MODIFICATION NO. 178	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 10SC008480	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OAK RIDGE ASSOCIATED UNIVERSITIES, INC. P.O. BOX 117 OAK RIDGE TN 37830-6218		(X) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-06OR23100	
		10B. DATED (SEE ITEM 13) 12/21/2005	
CODE 041152224	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)

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, Clause I.72 52.243-2 Alt. 1; P.L. 95-91; P.L. 111-5
	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.)

See Page 2.

Period of Performance: 01/01/2006 to 12/31/2010

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) Ivan A. Boatner Vice President & General Counsel	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary L. Crow
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 8/25/2010
15D. UNITED STATES OF AMERICA	16C. DATE SIGNED (Signature of Contracting Officer)

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2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
178 See Block 16C 10SC008480

6. ISSUED BY CODE 00518 7. ADMINISTERED BY (If other than Item 6) CODE 00518
Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
OAK RIDGE ASSOCIATED UNIVERSITIES, INC. (x)
P.O. BOX 117 9B. DATED (SEE ITEM 11)
OAK RIDGE TN 37830-6218
10A. MODIFICATION OF CONTRACT/ORDER NO.
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10B. DATED (SEE ITEM 13)
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15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary L. Crow
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 08/26/2010

Block 14 “DESCRIPTION OF AMENDMENT/MODIFICATION,” continued.

The purpose of this modification is

- a. To definitize the Change Orders issued at Modifications 70 and 147 for the project “Characterization, Verification, and Technical Support to ORO Environmental Management in support of the Defense ARRA Work at Y-12 National Security Complex.”
- b. To revise certain existing clauses and incorporate new clauses as follows:
 - i. Revise clause B.2 Estimated Cost, Base Fee, and Award Fee to capture fixed fee as a part of total fee.
 - ii. Incorporate the clause Payment of Fixed Fee as G.7.
 - iii. Incorporate a revised clause 970.5232-2 Payments and Advances to address payment of fixed fee.
 - iv. Incorporate the clause 52.216-8 Fixed Fee.

Therefore, revise certain existing clauses and incorporate new clauses as follows:

- a. Paragraph (a) of clause B.2 Estimated Cost, Base Fee, and Award Fee (NOV 2004) is deleted in its entirety and replaced with the following (changes are underlined):

B.2 Estimated Cost, Base Fee, and Award Fee (NOV 2004)

(a) The contract period of performance shall include a non-fee bearing transition period of three months from January 1, 2006 through January 31, 2006, and a fee bearing performance period from January 1, 2006 through December 31, 2010. The transition period shall be concurrent with the performance period.

(1) LINE ITEM 001-The estimated cost of transition activities is \$33,086

No fee will be payable for the transition activities.

(2) LINE ITEM 002-Base Period of Performance

- (i) ESTIMATED COST: The estimated cost for the base period, January 1, 2006 - December 31, 2010 is: \$732,322,491 (an increase of \$1,614,746)
- (ii) FEE:
 - a. A base fee is payable over each of the evaluation periods in accordance with the clause in Section G entitled "Payment of Base Fee and Award Fee." An award fee will be payable after evaluations at the conclusion of each specified evaluation period in accordance with the clause in Section G entitled "Payment of Base Fee and Award Fee." A separate fixed fee applicable to certain items of work is payable in

accordance with the clause in Section G entitled “Payment of Fixed Fee.” In the event that the contractor has failed to comply with contract terms and conditions relating to the safeguarding of Restricted Data or other classified information or relating to the protection of worker safety and health, the Contractor’s fee may be reduced. Any such reduction shall be in accordance with the clause in Section I, DEAR 952.223-76 entitled “Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health.”

- b. A separate fixed fee applicable to certain items of work is payable in accordance with the clause in Section G entitled “Payment of Fixed Fee.”

The maximum fee available for each period of the contract is as follows:

EVALUATION PERIOD

(A) January 1, 2006 – September 30, 2006

Base Fee:	\$ 0
Award Fee:	\$2,325,000
TOTAL FEE	\$2,325,000

(B) October 1, 2006 – September 31, 2007

Base Fee:	\$ 0
Award Fee:	\$3,143,268
TOTAL FEE	\$3,143,268

(C) October 1, 2007 – September 31, 2008

Base Fee:	\$ 0
Award Fee:	\$3,210,606
TOTAL FEE	\$3,210,606

(D) October 1, 2008 – September 31, 2009

Base Fee:	\$ 0
Award Fee:	\$3,283,187
TOTAL FEE	\$3,283,187

(E) October 1, 2009 – December 31, 2010

Base Fee:	\$ 0
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Award Fee: \$4,202,917
TOTAL FEE \$4,202,917

FIXED FEE

<u>Previous</u>		<u>\$0</u>
<u>This action</u>	<u>+</u>	<u>\$53,000</u>
<u>TOTAL FIXED FEE</u>		<u>\$53,000</u>

Total contract period estimated cost, base fee, fixed fee, and award fee is: \$748,540,469 (an increase of \$1,667,746).

In the event of contract termination in whole or in part, the amount of award fee available and fixed fee payable shall represent a pro-rata distribution associated with evaluation period activities or events as determined by the Contracting Officer.

*If the option period described in clause B.3 is exercised, the evaluation period in Item (E) will be adjusted to October 1, 2009- September 30, 2010 and the amount of award fee will be \$3,358,532, and the adjusted total contract period estimated cost, base fee, fixed fee, and award fee will be \$747,696,084 (an increase of \$1,667,746).

NOTE: If a transition period is not required, performance period dates and award fee period dates will be adjusted.

b. Clause G.7 Payment of Fixed Fee, is incorporated into the Contract as follows:

G.7 Payment of Fixed Fee

No fixed fee deemed applicable under Recovery Act work shall be paid to the Contractor prior to the definitization of contract modification(s) reflecting negotiated results of said Recovery Act Work. After execution of the definitization contract modification(s), fixed fee provided under Recovery Act Work shall be paid in accordance with the “970.5232-2 Payments and Advances” clause in Section I of the Contract. The fixed fee applicable to ARRA projects is detailed below. Pursuant to the clauses entitled “52.216-8 Fixed Fee” and “970.5232-2 Payments and Advances,” the contractor may be paid amounts proportionate to the estimated percentage complete of the various projects.

Work Authorization Number	Work Authorization Title	Fixed Fee
FD04029/OR/36, as revised	Characterization, Verification, and Technical Support to ORO Environmental Management in support of the Defense ARRA Work at Y-12 National Security Complex (Project Code 2002100)	\$53,000

- c. Clause I.117 970.5232-2 Payments and Advances (DEC 2000) Alternate II AND Alternate III (DEC 2000) is deleted in its entirety and replaced with the following:

I.117 970.5232-2 Payments and Advances (DEC 2000) Alternate I, Alternate II, and Alternate III (DEC 2000)

- (a) Payment of Total available fee:

Base Fee and Performance Fee. The base fee amount, if any, is payable in equal monthly installments. Total available fee amount earned is payable following the Government's Determination of Total Available Fee Amount Earned in accordance with the clause of this contract entitled "Total Available Fee: Base Fee Amount and Performance Fee Amount." Base fee amount and total available fee amount earned payments shall be made by direct payment or withdrawn from funds advanced or available under this contract, as determined by the Contracting Officer. The Contracting Officer may offset against any such fee payment the amounts owed to the Government by the Contractor, including any amounts owed for disallowed costs under this contract. No base fee amount or total available fee amount earned payment may be withdrawn against the payments cleared financing arrangement without the prior written approval of the Contracting Officer.

Installments of fixed-fee. The fixed-fee payable under this contract shall become due and payable in periodic installments in accordance with a schedule determined by the Contracting Officer. Fixed-fee payments shall be made by direct payment or withdrawn from funds advanced or available under this contract, as determined by the Contracting Officer. The Contracting Officer may offset against any such fee payment the amounts owed to the Government by the Contractor, including any amounts owed for disallowed costs under this contract. No fixed-fee payment may be withdrawn against the payments cleared financing arrangement without prior written approval of the Contracting Officer. To the extent that separate fixed-fee is provided for a separate item of work, the entire fixed-fee or balance thereof is payable upon completion of that item.

- (b) Payments on Account of Allowable Costs. The Contracting Officer and the Contractor shall agree as to the extent to which payment for allowable costs or payments for other items specifically approved in writing by the Contracting Officer (for example, negotiated fixed amounts) shall be made from advances of Government funds. When pension contributions are paid by the Contractor to the retirement fund less frequently than quarterly, accrued costs therefore shall be excluded from costs for payment purposes until such costs are paid. If pension contribution are paid on a quarterly or more frequent basis, accrual therefore may be included in costs for payment purposes, provided that they are paid to the fund within 30 days after the close of the period covered. If payments are not made to the fund within such 30-day period, pension contribution costs shall be excluded from cost for payment purposes until payment has been made.

- (c) Special financial institution account-use. All advances of Government funds shall be withdrawn pursuant to a payments cleared financing arrangement prescribed by DOE in favor of the financial institution or, at the option of the Government, shall be made by direct payment or other payment

mechanism to the Contractor, and shall be deposited only in the special financial institution account referred to in the Special Financial Institution Account Agreement, which is incorporated into this contract as Appendix-. No part of the funds in the special financial institution account shall be commingled with any funds of the Contractor or used for a purpose other than that of making payments for costs allowable and, if applicable, fees earned under this contract, negotiated fixed amounts, or payments for other items specifically approved in writing by the Contracting Officer. If the Contracting Officer determines that the balance of such special financial institution account exceeds the Contractor's current needs, the Contractor shall promptly make such disposition of the excess as the Contracting Officer may direct.

(d) Title to funds advanced. Title to the unexpended balance of any funds advanced and of any special financial institution account established pursuant to this clause shall remain in the Government and be superior to any claim or lien of the financial institution of deposit or others. It is understood that an advance to the Contractor hereunder is not a loan to the Contractor, and will not require the payment of interest by the Contractor, and that the Contractor acquires no right, title or interest in or to such advance other than the right to make expenditures therefrom, as provided in this clause.

(e) Financial settlement. The Government shall promptly pay to the Contractor the unpaid balance of allowable costs (or other items specifically approved in writing by the Contracting Officer) and fee upon termination of the work, expiration of the term of the contract, or completion of the work and its acceptance by the Government after—

(1) Compliance by the Contractor with DOE's patent clearance requirements; and

(2) The furnishing by the Contractor of—

(i) An assignment of the Contractor's rights to any refunds, rebates, allowances, accounts receivable, collections accruing to the Contractor in connection with the work under this contract, or other credits applicable to allowable costs under the contract;

(ii) A closing financial statement;

(iii) The accounting for Government-owned property required by the clause entitled "Property"; and

(iv) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract subject only to the following exceptions—

(A) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the Contractor;

(B) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the Contracting Officer promptly, but not more than one (1) year after the Contractor's right of action first accrues. In addition, the Contractor shall provide prompt notice to the Contracting Officer of all potential claims under this clause, whether in litigation or not (see also Contract Clause, 48 CFR 970.5228-1, "Insurance—Litigation and Claims");

(C) Claims for reimbursement of costs (other than expenses of the Contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this contract relating to patents; and

(D) Claims recognizable under the clause entitled, Nuclear Hazards Indemnity Agreement.

(3) In arriving at the amount due the Contractor under this clause, there shall be deducted—

(i) Any claim which the Government may have against the Contractor in connection with this contract; and

(ii) Deductions due under the terms of this contract and not otherwise recovered by or credited to the Government. The unliquidated balance of the special financial institution account may be applied to the amount due and any balance shall be returned to the Government forthwith.

(f) Claims. Claims for credit against funds advanced for payment shall be accompanied by such supporting documents and justification as the Contracting Officer shall prescribe.

(g) Discounts. The Contractor shall take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the Contracting Officer finds that action is not in the best interest of the Government.

(h) Collections. All collections accruing to the Contractor in connection with the work under this contract, except for the Contractor's fee and royalties or other income accruing to the Contractor from technology transfer activities in accordance with this contract, shall be Government property and shall be processed and accounted for in accordance with applicable requirements imposed by the Contracting Officer pursuant to the Laws, regulations, and DOE directives clause of this contract and, to the extent consistent with those requirements, shall be deposited in the special financial institution account or otherwise made

available for payment of allowable costs under this contract, unless otherwise directed by the Contracting Officer.

(i) Direct payment of charges. The Government reserves the right, upon ten days written notice from the Contracting Officer to the Contractor, to pay directly to the persons concerned, all amounts due which otherwise would be allowable under this contract. Any payment so made shall discharge the Government of all liability to the Contractor therefore.

(j) Determining allowable costs. The Contracting Officer shall determine allowable costs in accordance with the Federal Acquisition Regulation subpart 31.2 and the Department of Energy Acquisition Regulation subpart 48 CFR 970.31 in effect on the date of this contract and other provisions of this contract.

(k) Review and approval of costs incurred. The Contractor shall prepare and submit annually as of September 30, a "Statement of Costs Incurred and Claimed" (Cost Statement) for the total of net expenditures accrued (i.e., net costs incurred) for the period covered by the Cost Statement. The Contractor shall certify the Cost Statement subject to the penalty provisions for unallowable costs as stated in sections 306(b) and (i) of the Federal Property and Administrative Services Act of 1949 (41 U.S.C. 256), as amended. DOE, after audit and appropriate adjustment, will approve such Cost Statement. This approval by DOE will constitute an acknowledgment by DOE that the net costs incurred are allowable under the contract and that they have been recorded in the accounts maintained by the Contractor in accordance with DOE accounting policies, but will not relieve the Contractor of responsibility for DOE's assets in its care, for appropriate subsequent adjustments, or for errors later becoming known to DOE.

d. Clause I.125 52.216-8 Fixed Fee (Mar 1997), is incorporated into the Contract as follows:

I.125 52.216-8 Fixed Fee (Mar 1997)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

e. All other terms and conditions remain unchanged.

Contractor's Statement of Release: In consideration of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's proposal for Independent Verification of the ARRA Characterization Efforts at the Y-12 National Security Complex, 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 "proposal(s) for adjustment".