

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 7

2. AMENDMENT/MODIFICATION NO. 215
3. EFFECTIVE DATE 09/30/2010
4. REQUISITION/PURCHASE REQ. NO. 10SC008480
5. PROJECT NO. (If applicable)

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)
OAK RIDGE ASSOCIATED UNIVERSITIES, INC.
P.O. BOX 117
OAK RIDGE TN 37830-6218
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
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)
NA

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Barbara J. Jackson
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 09/30/2010

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 215	3. EFFECTIVE DATE	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.	
CODE 041152224 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-06OR23100	
		10B. DATED (SEE ITEM 13) 12/21/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

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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)

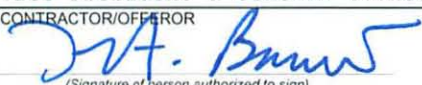
E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

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) Barbara J. Jackson
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9/30/10
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

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

The purpose of this modification is to definitize the change order issued at Modifications 194 and 196 related to the project in support of the American Recovery and Reinvestment Act (ARRA) Project “Characterization in Support of ARRA Work at the ETPP in Various Facilities including Balance of Poplar Creek, K-731/732 Switchyard, and K-1037 (Project Code 2002210),” and to revise certain existing clauses as follows:

- a. Revise clause B.2 Estimated Cost, Base Fee, and Award Fee to capture fixed fee as a part of total fee, and
- b. Revise the clause G.7 Payment of Fixed Fee to capture the amount of fixed fee payable for these projects.

Therefore, the contract is changed in the following particulars and no others:

- 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: \$ 767,203,393 (an increase of \$10,254,512)

(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
Award Fee:	\$4,202,917
TOTAL FEE	\$4,202,917

FIXED FEE

<u>Previous</u>		<u>\$1,023,000</u>
<u>This action</u>	<u>+</u>	<u>\$420,000</u>
<u>TOTAL FIXED FEE</u>		<u>\$1,443,000</u>

Total contract period estimated cost, base fee, fixed fee, and award fee is: \$784,811,371(an increase of \$10,674,512)

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 \$ 783,966,986 (an increase of \$10,674,512).

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 deleted in its entirety and replaced with the following:

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
FE01019/OR/36, as revised	Characterization, Verification, and Technical Support to ORO Environmental Management in support of Non-Defense ARRA Work at Oak Ridge National Laboratory (Project Code FE0115000)	\$164,000
FD04019/OR/36, as revised	Characterization, Verification, and Technical Support to ORO Environmental Management in support of the Defense ARRA Work at Oak Ridge National Laboratory (Project Code FD0412000)	\$86,000
FF/01020/OR/36	Characterization in Support of ARRA Work at the ETTP K-33 Building (Project Code 2002210)	\$290,000
FD/04010/36	Completing National Priority List Site Boundary Definition Investigations Across the 15-Parcel Balance of the Oak Ridge Reservation	\$110,000
FD/04020/OR/36 as revised	Characterization of Isotope Row Facilities at ORNL in Support of American Recovery and Reinvestment Act (ARRA) (Project Code 2002101)	\$320,000

<u>FF/01030/OR/36 as revised</u>	<u>Characterization in Support of ARRA Work at the ETPP in Various Facilities including Balance of Poplar Creek, K- 731/732 Switchyard, and K-1037 (Project Code 2002210)</u>	<u>\$420,000</u>
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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 ARRA related efforts at the ETTP Characterization Project, 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" (except for equitable adjustments associated with potential cost impacts connected with many unknown variables existing at the time the scope and project budget were developed which include, but are not limited, to potential work stoppages, delays beyond Contractor's control, unforeseen scope changes, and any impacts resulting from unforeseen additional security requirements.).