

2. AMENDMENT/MODIFICATION NO. <b>239</b>	3. EFFECTIVE DATE 10/04/2011	4. REQUISITION/PURCHASE REQ. NO. <b>NOPR</b>	5. PROJECT NO. (If applicable)
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6. ISSUED BY NNSA/Oak Ridge Site Office U.S. Department of Energy National Nuclear Security Administration/Y-12 Site Office P.O. Box 2050 Jack Case Center Oak Ridge, TN 37831	CODE <b>05008</b>	7. ADMINISTERED BY (If other than Item 6) NNSA/Oak Ridge Site Office U.S. Department of Energy National Nuclear Security Administration/Y-12 Site Office P.O. Box 2050 Jack Case Center Oak Ridge, TN 37831	CODE <b>05008</b>
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) <b>Babcock &amp; Wilcox Technical Services Y-12, LLC ATTN: Willie J. Wilson P.O. Box 2009 MS 8004 Oak Ridge, TN 37831-8004</b>	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
CODE <b>141952312</b> FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC05-00OR22800</b>
	10B. DATED (SEE ITEM 13) <b>August 31, 2000</b>

**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 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 ACKNOWLEDGMENT 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS;  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

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).

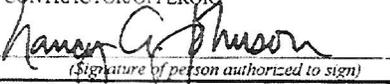
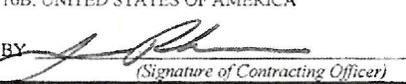
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority): **P.L. 95-91 Bilateral Agreement FAR 6.302-1**

E. IMPORTANT: Contractor  is required to sign this document and return 1 copy to the issuing office.

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

Tax ID Number: 54-1987297  
DUNS Number: 141952312  
The purpose of this modification is to extend the contract until 9/30/2012 and add 2 additional option periods. Clauses B.2, F.1 Term of Contract, and I.15 FAR 52.217-9 Option to Extend The Term of the Contract and Section K, Representations and Certifications are modified. The 2012 annual performance period is inclusive of the 3-month option exercised in Mod 238.  
See Page 2.  
Period of Performance: 08/31/2000 to 09/30/2012

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Nancy A. Johnson, Vice President Business Services and Performance Assurance</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>James Pohorence</b>
15B. CONTRACTOR/OFFEROR BY  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
15C. DATE SIGNED <b>11-30-11</b>	16C. DATE SIGNED <b>11-30-11</b>

**The purpose of this modification is to extend the contract for one year by merging the current 3 month option period into this extension which will end 9/30/2012 and add 2 additional option periods. Clauses B.2, F.1 Term of Contract, and 52.217-9 Option to Extend The Term of the Contract are modified.**

**Clause B.2 - TRANSITION COST, ESTIMATED COST, MAXIMUM AVAILABLE FEE, AND AVAILABLE FEE, Clause F.1 TERM OF CONTRACT, clause 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT in the current contract are removed and replaced with the revised clauses below.**

**B.2 TRANSITION COST, ESTIMATED COST, MAXIMUM AVAILABLE FEE, AND AVAILABLE FEE**

**(a) Estimated Cost:**

- (1) The term of the transition period is from September 1, 2000 through October 31, 2000. The transition period will be on a cost reimbursement basis and the estimated cost will be negotiated after contract award.
- (2) The Estimated Cost of the Fiscal Year (FY) 2001 period of performance is \$567,376,000 (including fee).
- (3) The Estimated Cost of the Fiscal Year (FY) 2002 period of performance is \$634,411,000 (including fee).
- (4) The Estimated Cost of the Fiscal Year (FY) 2003 period of performance is \$674,299,000 (including fee).
- (5) The Estimated Cost of the Fiscal Year (FY) 2004 period of performance is \$719,428,000 (including fee).

**(b) Fee (Through FY 2004) :**

- (1) The Estimated Fee Base as defined in Department of Energy Acquisition Regulations (DEAR) 970.15 for FY 2001 is \$484,177,068. The proposed Maximum Available Fee for FY 2001 is \$22,000,000.
  - (i) The Estimated Fee Base for FY 2002 is \$527,634,396. The Maximum Available Fee for FY 2002 is \$22,000,000.
  - (ii) The Estimated Fee Base for FY 2003 is \$602,760,811. The Maximum Available Fee for FY 2003 is \$22,940,552.
  - (iii) The Estimated Fee Base for FY 2004 is \$633,649,655. The Maximum Available Fee for FY 2004 is \$26,200,000.
- (2) The Maximum Available Fee as proposed and set forth in (b)(1) above for FY 2001 shall also serve as the Maximum Available Fee for FY 2002 - FY 2005 and Option Years FY 2006 - FY 2010 unless the Estimated Fee Base for a given fiscal year deviates by more than plus or minus 15% from the Estimated

Fee Base set forth above for FY 2001. The proposed Maximum Available Fee shall be applicable to the prime contractor and its members in a joint venture or Limited Liability Company, teaming partners, and subcontractors identified and considered as part of the selection and award of this contract, if any.

- (3) In the event the Estimated Fee Base deviates for any fiscal year more than plus or minus 15% from the Estimated Fee Base set forth in (b)(1) above, the Contractor agrees to negotiate with the U.S. Department of Energy (DOE) an equitable adjustment to the Maximum Available Fee amount to reflect the impact of such deviation. The new Maximum Available Fee for that fiscal year will be the amount calculated by DOE in accordance with DEAR 970.15 (consistent with the FY 2001 fee computation methodology), multiplied by the ratio of the proposed FY 2001 Maximum Available Fee in (b)(1) above and \$23,198,932. In the event the parties are unable to reach agreement on the Maximum Available Fee amount, the Government reserves the right to unilaterally establish the Maximum Available Fee amount.
- (4) The Available Fee for FY 2001 - FY 2005 and Option Years FY 2006 - FY 2010 will be negotiated annually (or any other period as may be mutually agreed to between the parties) between the Contractor and the Government. The Available Fee will be equal to or less than the Maximum Available Fee defined in (b)(1) above. The Available Fee shall be established considering the level of complexity, difficulty, cost effectiveness, and risk associated with specific objectives/incentives defined in the Performance Evaluation Plan (PEP), including work involving multiple-site taskings/objectives. Higher or lower levels of complexity, difficulty, cost effectiveness, and risk will correspondingly allow a higher or lower available fee. The portion of this Available Fee defined as award fee or comprehensive incentive versus performance-based incentives will be determined for each period during the negotiation of the requirements in the PEP. In the event the parties are unable to reach agreement on the Available Fee amount, the Government reserves the right to unilaterally establish the Available Fee amount. The Contract will be modified to reflect the Available Fee for each period.
- (5) RESERVED
- (6) The fee amounts Available and Earned for the specified Contract Periods are set forth below:

<u>Actual Contract Period</u>	<u>Available Fee</u>	<u>Earned Fee</u>
<b>November 1, 2000 through September 30, 2001</b>		
Award Fee	\$ 8,570,808	\$ 7,530,985
Performance Based Incentives	<u>\$ 11,595,858</u>	<u>\$ 8,604,587</u>
Total Actual Available Fee	\$ 20,166,666	\$ 16,135,572
<u>Actual Contract Period</u>	<u>Available Fee</u>	<u>Earned Fee</u>
<b>October 1, 2001 through September 30, 2002</b>		
Award Fee	\$ 6,692,250	\$ 5,554,568

Performance Based Incentives	<u>\$ 15,307,750</u>	<u>\$ 13,758,121</u>
Total Actual Available Fee	\$ 22,000,000	\$ 19,312,689

**October 1, 2002 through September 30, 2003**

Award Fee	\$ 12,054,996	\$ 10,849,496
Performance Based Incentives	<u>\$ 10,885,556</u>	<u>\$ 10,339,015</u>
Total Actual Available Fee	\$ 22,940,552	\$ 21,188,511

**October 1, 2003 through September 30, 2004**

Award Fee	\$ 16,310,939	\$ 15,810,939
Performance Based Incentives	<u>\$ 9,889,061</u>	<u>\$ 9,074,251</u>
Total Actual Available Fee	\$ 26,200,000	\$ 24,885,190

Fee for the above period will be earned by the contractor based on performance related to both the comprehensive fee performance objectives and the performance based incentives, which are contained in the Performance Evaluation Plan.

(7) There will be no fee paid for the transition period.

(c) Fee (Beginning FY2005):

Beginning in Fiscal Year 2005 the maximum potential fee and the actual available fee for each fiscal year will be established by NNSA prior to the commencement of the applicable fiscal year in accordance with NNSA Policy Letter: BOP-003.0501 dated January 10, 2005, and incorporated into paragraph (c)(5) below by modification.

(1) Up to thirty-five percent (35%) of the actual available fee pool shown in (c)(5) below for a given contract period may be paid to the Contractor provisionally in equal monthly increments of one-twelfth (1/12) of the amount per month. This provisional fee payment is the only fee payment that will be made prior to the final fee determination. The final determination of fee will be made by the Fee Determining Official (FDO), in accordance with the fee clauses of this contract. In the event that overpayment results from the payment of fee on a provisional basis, the Contractor shall reimburse such overpayment to the Government upon demand, payable with interest in accordance with FAR 52.232-17, Interest.

(2) Estimated Budget –

- (i) The estimated budget for FY2005 is \$692,148,000.
- (ii) The estimated budget for FY2006 is \$682,699,000.
- (iii) The estimated budget for FY2007 is \$700,000,000.
- (iv) The estimated budget for FY2008 is \$790,472,000.
- (v) The estimated budget for FY2009 is \$760,178,000.
- (vi) The estimated budget for FY2010 is \$762,003,000.
- (vii) The estimated budget for FY2011 is \$803,000,000.
- (viii) The estimated budget for FY2012 is \$960,816,000.

- (3) Work for Others Fee:
- (i) The Work for Others fee percentage for FY2005 is 3.91% (85% of 4.6%).
  - (ii) The Work for Others fee percentage for FY2006 is 4.50% (85% of 5.3%).
  - (iii) The Work for Others fee percentage for FY2007 is 5.95% (85% of 7.0%).
  - (iv) The Work for Others fee percentage for FY2008 is 5.95% (85% of 7.0%).
  - (v) The Work for Others fee percentage for FY2009 is 5.95% (85% of 7.0%).
  - (vi) The Work for Others fee percentage for FY2010 is 5.95% (85% of 7.0%).
  - (vii) The Work for Others fee percentage for FY2011 is 5.95% (85% of 7.0%).
  - (viii) The Work for Others fee percentage for FY2012 is 5.95% (85% of 7.0%).
- (4) Cash Work - The amount of fee for work accomplished for other Management and Operating contractors will be negotiated between the two contractors.
- (5) Available and earned fee amounts for the specified contract periods are:

Maximum Potential Available Fee: Amounts shown relate to the estimated budget in (c)(2) above. The fee obtained from work accomplished under paragraphs (c)(3) and (4) above are additive to the amounts shown below.

<u>Contract Period</u>	<u>Maximum Available</u>
October 1, 2004 through September 30, 2005	\$45,280,710
October 1, 2005 through September 30, 2006	\$44,662,551
October 1, 2006 through September 30, 2007	\$45,794,393
October 1, 2007 through September 30, 2008	\$51,713,121
October 1, 2008 through September 30, 2009	\$49,731,271
October 1, 2009 through September 30, 2010	\$49,850,664
October 1, 2010 through September 30, 2011	\$52,532,710
October 1, 2011 through September 30, 2012	\$57,641,794

Actual Available and Earned Fee: Actual available fee will be earned by the contractor based on performance related to award fee (AF) objectives, high challenge fee, multi-site fee, and performance based incentives (PBIs) contained in the Performance Evaluation Plan.

<u>Actual Contract Period</u>	<u>Available Fee</u>	<u>Earned Fee</u>
<b>October 1, 2004 through September 30, 2005</b>		
Award Fee	\$18,499,187	\$16,538,795
Performance Based Incentives	\$11,939,445	\$10,947,995

Total Actual Available Fee	\$30,438,632	\$27,486,790
<b>October 1, 2005 through September 30, 2006</b>		
Award Fee	\$18,261,085	\$13,713,228**
Performance Based Incentives	\$16,100,783	\$17,821,357
Subtotal	\$34,361,868	\$31,534,585**
High Challenge Fee	\$10,300,683	\$ 5,037,250**
Total Actual Available Fee	\$44,662,551	\$34,534,585
<b>October 1, 2006 through September 30, 2007</b>		
Base Fee (AF and PBIs)	\$32,056,075	\$27,703,338
Stretch Fee (AF and PBIs)	\$ 9,158,879	\$ 6,577,340
Subtotal	\$41,214,954	\$34,280,678
Multi-Site Fee	\$ 4,579,439	\$ 3,492,321
Total Actual Available Fee	\$45,794,393	\$37,772,999
<b><u>Actual Contract Period</u></b>	<b><u>Available Fee</u></b>	<b><u>Earned Fee</u></b>
<b>October 1, 2007 through September 30, 2008</b>		
Base Fee (AF and PBIs)	\$33,613,529	\$30,700,765
Stretch Fee (AF and PBIs)	\$12,928,280	\$10,374,765
Subtotal	\$46,541,809	\$41,075,530
Multi-Site Fee	\$ 5,171,312	\$ 5,171,312
Total Actual Available Fee	\$51,713,121	\$46,246,842
<b>October 1, 2008 through September 30, 2009</b>		
Base Fee (AF and PBIs)	\$32,949,655	\$31,253,880
Stretch Fee (AF and PBIs)	\$11,808,489	\$ 9,326,639
Subtotal	\$44,758,144	\$40,580,519
Multi-Site Fee	\$ 4,973,127	\$ 4,968,127
Total Actual Available Fee	\$49,731,271	\$45,548,646
<b>October 1, 2009 through September 30, 2010</b>		
Base Fee (AF and PBIs)	\$32,402,932	\$29,822,958
Stretch Fee (AF and PBIs)	\$12,462,666	\$12,216,566
Subtotal	\$44,865,598	\$42,039,524
Multi-Site Fee	\$ 4,985,066	\$ 4,985,066
Total Actual Available Fee	\$49,850,664	\$47,024,590
Management Adjustment	-----	(\$1,824,000)
Total Fee Earned		\$45,200,590

Available and earned fee amounts for the extended performance beginning October 1, 2010 through September 30, 2011; October 1, 2011 through September 30, 2012; and Option Periods October 1, 2012 through December 31, 2012 and January 1, 2013 through March 31, 2013:

**October 1, 2010 through September 30, 2011**

Base Fee (AF and PBIs)	\$34,146,262	\$TBD
Stretch Fee (AF and PBIs)	<u>\$13,133,177</u>	<u>\$TBD</u>
Subtotal	\$47,279,439	\$TBD
Multi-Site Fee	<u>\$ 5,253,271</u>	<u>\$TBD</u>
Total Actual Available Fee	\$52,532,710	\$TBD

**October 1, 2011 through September 30, 2012**

Base Fee (AF and PBIs)	\$TBD	\$TBD
Stretch Fee (AF and PBIs)	<u>\$TBD</u>	<u>\$TBD</u>
Subtotal	\$TBD	\$TBD
Multi-Site Fee	<u>\$ TBD</u>	<u>\$TBD</u>
Total Actual Available Fee	\$57,641,794*	\$TBD

\* Fee will not be paid on funding provided for pensions.

Option Periods:

**October 1, 2012 through December 31, 2012**

Base Fee (AF and PBIs)	\$TBD	\$TBD
Stretch Fee (AF and PBIs)	<u>\$TBD</u>	<u>\$TBD</u>
Subtotal	\$TBD	\$TBD
Multi-Site Fee	<u>\$TBD</u>	<u>\$TBD</u>
Total Actual Available Fee	\$TBD	\$TBD

**January 1, 2013 through March 31, 2013**

Base Fee (AF and PBIs)	\$TBD	\$TBD
Stretch Fee (AF and PBIs)	<u>\$TBD</u>	<u>\$TBD</u>
Subtotal	\$TBD	\$TBD
Multi-Site Fee	<u>\$TBD</u>	<u>\$TBD</u>
Total Actual Available Fee	\$TBD	\$TBD

The proposed Maximum Available Potential Fee for the option periods will be negotiated prior to award of each option period stated in this paragraph.

In the event the Actual Budget deviates during FY2011 and FY 2012 by more than plus or minus 15% from the Estimated Budget and Fee Base defined in (c)(2) which is determined by BOP—003.0501, the Contractor agrees to negotiate with the National Nuclear Security Administration an equitable

adjustment to the Maximum Available Fee amount to reflect the impact of such deviation.

**Clause F.1 – TERM OF CONTRACT, in the current contract is removed and replaced with the revised clause below.**

**F.1 TERM OF CONTRACT**

(a) The Contract's period of performance includes:

Transition Term – the effective date of the Contract which was August 31, 2000, through September 30, 2000;

Term – August 31, 2000 through September 30, 2012; and, if exercised;

Option Term 1 – October 1, 2012 through December 31, 2012; and, if exercised;

Option Term 2 – January 1, 2013 through March 31, 2013.

(b) The period of performance of this Contract will expire on September 30, 2012, unless sooner reduced, terminated or extended in accordance with the provisions of this Contract. The Contract period of performance may be extended in increments, or portions thereof as described above, for up to an additional period of six months. The Contract's maximum period of performance, including Options, if exercised, beyond the Transition Period Term of the Contract shall not exceed twelve (12) years and six (6) months. Provisions of the Contract applicable to the Term apply to any and all options which may be exercised.

**I.15 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 12 years and 6 months.