

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE 1 OF 4 PAGES

2. AMENDMENT/MODIFICATION NO. **M100** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY **U.S. Department of Energy
National Nuclear Security Administration Service Center
Property and M&O Contract Support Department
P.O. Box 5400
Albuquerque, NM 87185-5400** CODE
7. ADMINISTERED BY (If other than Item 6) **U.S. Department of Energy
National Nuclear Security Administration
Manager, Pantex Site Office
P.O. Box 30030
Amarillo, TX 79120** CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) **BWXT Pantex, LLC
Route 726, Mt. Athos Road
Lynchburg, VA 24506**
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AC04-00AL66620**
10B. DATED (SEE ITEM 13) **July 28, 2000**

CODE 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 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)

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): Contract Clause F.4 entitled, "Exercise of Option(s)," and Contract Clause F.3 entitled, "Option to Extend the Term of the Contract"

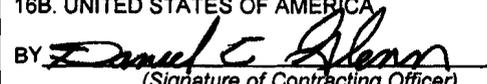
E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

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

This modification exercises the option contained in the contract for a period of four years and eight months making the new contract expiration date September 30, 2010. This modification also incorporates the Fiscal Year 2006 Total Available Fee into the contract. In addition, this modification revises Appendix B entitled, "Special Financial Institution Account Agreement for Use With the Payments Cleared Financing Agreement," by incorporating the two year contract extension between BWXT Pantex, L.L.C. and Amarillo National Bank.

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

15A. NAME AND TITLE OF SIGNER (Type or print) **Danny J. Swaim
Acting Manager** 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) **Daniel E. Glenn
Contracting Officer**

15B. CONTRACTOR/OFFEROR BY  (Signature of person authorized to sign) 15C. DATE SIGNED **1/24/06** 16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer) 16C. DATE SIGNED **1/25/06**

1. In accordance Contract Clauses F.3 entitled, "Option to Extend the Term of the Contract," and F.4 entitled, "Exercise of Option(s)," the Pantex Site Office is exercising the option contained in the contract for a period of four years and eight months making the new expiration date September 30, 2010. Contract Clause F.1 entitled, "Term of Contract," is revised in its entirety to reflect the new Contract expiration date of September 30, 2010. The revised Contract Clause F.1 entitled, "Term of Contract," is provided below in its entirety.

F.1 TERM OF CONTRACT

The term of this Contract shall be for the period of November 13, 2000 through September 30, 2010, unless sooner terminated in accordance with the provisions of this Contract. This period includes the transition period of November 2000 through February 2001.

2. Contract Clause B.2 entitled, "Contract Type and Value," is revised in its entirety to reflect the NNSA Fee Policy established by the NNSA Procurement Executive. Contract Clause B.2 is also revised to incorporate the Fiscal Year 2006 Total Available Fee. The revised Contract Clause B.2 entitled, "Contract Type and Value," is provide below in its entirety

B.2 CONTRACT TYPE AND VALUE

This Contract is a cost-reimbursement management and operating type contract employing performance incentives. The Estimated Cost, Performance Incentive Fee, and Fixed Fee for Work for Others are set forth below.

- (a) Estimated Cost (exclusive of the Contractor's Fee) is set forth below:

- (1) The transition period November 13, 2000 to January 31, 2001 will be on a cost reimbursement basis and the estimated cost is \$3,283,587. There will be no fee paid for the transition period.
- (2) The Estimated Cost of the specific Contract periods, exclusive of the Contractor's available fee, if any, is set forth below:

<u>Contract Period</u>	<u>Estimated Cost</u>
February 1, 2001 through September 30, 2001	\$218,200,000
October 1, 2001 through September 30, 2002	\$426,264,000
October 1, 2002 through September 30, 2003	\$446,677,000
October 1, 2003 through September 30, 2004	\$496,340,000
October 1, 2004 through September 30, 2005	\$469,009,410
October 1, 2005 through September 30, 2006	\$426,791,583

- (3) The Estimated Cost for each subsequent NNSA fiscal year (exclusive of the Contractor's Fees) will be established by NNSA prior to the commencement of the applicable fiscal year in accordance with NNSA policy and incorporated into paragraph (a)(2) above by modification.

- (b) (1) The Maximum Available Performance Incentive Fee for each fiscal year will be established by NNSA prior to the commencement of the applicable fiscal year in accordance with NNSA policy and incorporated into paragraph (b)(3) below by modification.
- (2) The estimated amount of fixed fee for Work for Others and Other Reimbursable Work for each subsequent fiscal year will be established by NNSA prior to the commencement of the applicable fiscal year in accordance with NNSA policy and incorporated into paragraph (b)(3) below by modification.
- (3) The total available fee is a combination of the Performance Incentive Fee and Fixed Fee related to the Work for Others and Other Reimbursable Work effort. This total available fee pool for the specified period is set forth below:

<u>Contract Periods</u>	<u>Available Fee</u>
February 1, 2001, through September 30, 2001	
Award Fee	\$ 8,678,420
Performance-Based Incentive	<u>6,021,580</u>
Total	\$14,700,000
October 1, 2001 through September 30, 2002	
Award Fee	\$10,547,745
Performance-Based Incentive	<u>12,752,255</u>
Total	\$23,300,000
October 1, 2002 through September 30, 2003	
Award Fee	\$ 7,652,040
Performance-Based Incentive Fee	10,959,960
Comprehensive Incentive Fee	<u>5,088,000</u>
Total	\$23,700,000
October 1, 2003 through September 30, 2004	
Award Fee	\$18,891,463
Performance-Based Incentive Fee	<u>\$ 7,508,537</u>
Total	\$26,400,000
October 1, 2004 through September 30, 2005	
Award Fee	\$20,880,300
Performance-Based Incentive	<u>\$ 7,260,265</u>
Total	\$28,140,565

October 1, 2005 through September 30, 2006

Award Fee	\$18,611,339
Performance-Based Incentive	\$11,264,078
Work for Others (estimate)	\$ 109,778
Other Reimbursable Work (estimate)	<u>\$ 538,832</u>
Total	\$30,524,027

- (c) Up to thirty-five percent (35 percent) of the total available fee pool shown in (b)(3) above, excluding “Work for Others” and “Other Reimbursable Work,” for a given contract period may be paid to the Contractor provisionally in equal monthly increments of one-twelfth (1/12) of the total available fee pool amount per month. 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 the Section I Clause entitled “Interest”.

- (d) In the event Congressional appropriation deviates by more than (plus or minus) 25 percent from the “Laboratory Table” in the President’s Budget annual requests, the Contracting Officer shall unilaterally modify the contract to adjust the Maximum Available Incentive Fee based on NNSA fee policy.

- (e) Pursuant to the Contract’s Section I clause entitled “Obligation of Funds,” the total amount obligated by the Government is \$_____ and associated accounting and appropriation data are:

PR Number App Symbol Allott B&R No. FT FP OBJ XID Amount

3. Appendix B entitled, “Special Financial Institution Account Agreement for Use With the Payments Cleared Financing Agreement,” is modified by incorporating the attached two-year contract extension agreement between BWXT Pantex, L.L.C. and Amarillo National Bank.