

2. AMENDMENT/MODIFICATION M034	3. EFFECTIVE DATE See Block 16.C	4. REQUISITION/PURCHASE REQ. NO. NOPR	5. PROJECT NO. (If applicable)
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6. ISSUED BY U. S. Department of Energy National Nuclear Security Administration P. O. Box 2001 Oak Ridge, TN 37831	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BWXT Y-12, L.L.C. P.O. Box 2009 MS 8014 Oak Ridge, TN 37831-8014	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
1 FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22800
	10B. DATED (SEE ITEM 13) August 31, 2000

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION

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 YOU 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) **N/A**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS,
IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

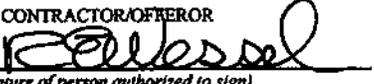
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Public Law 95-91 and Mutual Agreement

E. IMPORTANT: Contractor is not, X is required to sign this document and return 2 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

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

15A. NAME AND TITLE OF SIGNER (Type or print) Ron Wessel Director, Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) William W. Wistrom Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 3/20/02
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 3/29/02

The purpose of this modification is to revise clauses B.2 and G.2 and replace Attachment D "Key Personnel" as follows:

1. Clause B.2 is deleted and replaced with the following in order to reflect the revised allocation of fee for FY 2002 between award fee and PBIs:

**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).

(b) Fee:

- (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**.

The Estimated Fee Base for FY 2002 is \$527,634,396. The Maximum Available Fee for FY 2002 is **\$22,000,000**.

- (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 and Measurement Plan (PEMP), 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 versus performance-based incentives will be determined for each period during the negotiation of the requirements in the PEMP. 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 Available and Earned Fee amounts for the specified Contract Periods are set forth below:

<u>Available</u>	<u>Contract Periods</u>	<u>Amount</u>
	November 1, 2000, through September 30, 2001	
Award Fee		\$ 8,570,808
Performance-Based Incentives		<u>\$11,595,858</u>
Total		\$20,166,666
<u>Earned</u>		
Award Fee		\$ 7,530,985
Performance-Based Incentives		<u>\$ 8,604,587</u>
Total		\$16,135,572

Available

October 1, 2001, through September 30, 2002

Award Fee	\$ 5,500,000
Performance-Based Incentives	<u>\$16,500,000</u>
Total	\$22,000,000

Earned

Award Fee	\$ TBD
Performance-Based Incentives	<u>\$ TBD</u>
Total	\$ TBD

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

- (7) There will be no fee paid for the transition period.
2. Clause G.2 is deleted and replaced with the following in order to reflect the change in contract administration:

G.2 CONTRACT ADMINISTRATION

The contract will be administered by:

U.S. Department of Energy
National Nuclear Security Administration
Y-12 Area Office
ATTN: Contracting Officer
P.O. Box 2001
Oak Ridge, Tennessee 37831

Written communication shall make reference to the contract number and shall be mailed to the CO at the above address.

3. Replace the current Attachment D "Key Personnel" with the attached.

SECTION J - ATTACHMENT D

KEY PERSONNEL

General Manager	John T. Mitchell, Jr.
Deputy General Manager, Operations	James A Conner, Jr.
Deputy General Manager, Programs	Gregory H. Baker
Director, DSW Program	William G. Reis
Director, Campaigns Program	Kevin R. Finney
Director, RTBF Program	Mark S. Barth
Director, Planning and Integration	Larry E. Cumberland
Director, ES&H	Leslie H. Reed
Director, Manufacturing	Richard V. Carlson