AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES: 1 [redacted] 9

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

6. ISSUED BY CODE 05008

NNSA/Oakridge Site Office
U.S. Department of Energy
NNSA/Y-12 Site Office
P.O. Box 2050
[redacted] 301 Bear Creek Road
Oak Ridge TN 37831

7. ADMINISTERED BY *(If other than Item 6)* CODE 05008

NNSA/Oakridge Site Office
U.S. Department of Energy
NNSA/Y-12 Site Office
P.O. Box 2050
[redacted] 301 Bear Creek Road
Oak Ridge TN 37831

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

BABCOCK & WILCOX TECHNICAL SERVICES Y-12, LLC
Attn: WILLIE J. WILSON
PO BOX 2009
602 SCARBORO RD., N1.149/MS 8004
OAK RIDGE TN 378318004

CODE 141952312 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC05-00OR22800

10B. DATED *(SEE ITEM 13)*
08/31/2000

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)*
See Schedule

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* P.L. 95-91

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to extend the contract until September 30, 2011, add two additional options and increase available fee.
Period of Performance: 08/31/2000 to 09/30/2011

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)*	
Darrel P. Kohlhorst, President and General Manager		Daniel J Saiz Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	27 Sept 2010	*(Signature of Contracting Officer)*	30 09/16/2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Clause B.2 - TRANSITION COST, ESTIMATED COST, MAXIMUM AVAILABLE FEE, AND AVAILABLE FEE, in the current contract is removed and replaced with the revised clause 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 August 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:

Actual Contract Period	**Available Fee**	**Earned Fee**
November 1, 2000 through September 30, 2001		
Award Fee	$ 8,570,808	$ 7,530,985
Performance Based Incentives	$ 11,595,858	$ 8,604,587
Total Actual Available Fee	$ 20,166,666	$ 16,135,572

Actual Contract Period	**Available Fee**	**Earned Fee**
October 1, 2001 through September 30, 2002		
Award Fee	$ 6,692,250	$ 5,554,568
Performance Based Incentives	$ 15,307,750	$ 13,758,121
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	$ 10,885,556	$ 10,339,015
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	$ 9,889,061	$ 9,074,251
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 (OCT 2008).

(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.

(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%).

(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:
<u>Maximum Potential Available Fee</u>: 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.

Contract Period	**Maximum Available**
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

<u>Actual Available and Earned Fee:</u> 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.

Actual Contract Period	**Available Fee**	**Earned Fee**
October 1, 2004 through September 30, 2005		
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
October 1, 2005 through September 30, 2006		
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	$31,534,585

October 1, 2006 through September 30, 2007

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

Actual Contract Period	Available Fee	Earned Fee
October 1, 2007 through September 30, 2008		
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
October 1, 2008 through September 30, 2009		
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
October 1, 2009 through September 30, 2010		
Base Fee (AF and PBIs)	$32,402,932	$TBD
Stretch Fee (AF and PBIs)	$12,462,666	$TBD
Subtotal	$44,865,598	$TBD
Multi-Site Fee	$ 4,985,066	$TBD
Total Actual Available Fee	$49,850,664	$TBD

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

October 1, 2010 through September 30, 2011

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

Option Periods:

October 1, 2011 through December 31, 2011

Base Fee (AF and PBIs)	$TBD	$TBD
Stretch Fee (AF and PBIs)	$TBD	$TBD
Subtotal	$TBD	$TBD
Multi-Site Fee	$TBD	$TBD
Total Actual Available Fee	$TBD	$TBD

January 1, 2012 through March 31, 2012

Base Fee (AF and PBIs)	$TBD	$TBD
Stretch Fee (AF and PBIs)	$TBD	$TBD
Subtotal	$TBD	$TBD
Multi-Site Fee	$TBD	$TBD
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 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 H.36 – RESERVED, in the current contract is removed and replaced with the revised clause below.

H.36 PENSION MANAGEMENT PLAN

(a) The Contractor shall submit a plan for management and administration (Pension Management Plan) for each defined benefit pension plan (Plan) for which the Department has a continuing obligation to reimburse pension contributions that is consistent with the terms of this Contract and which includes projected assets, projected liabilities, and estimated contributions and the prior year's actuarial valuation report annually on January 30.

(b) The Pension Management Plan shall include:

(1) The Contractor's best projection of the contributions which it will be legally obligated to make to the Plan(s), beginning with the required contributions for the current fiscal year, based on the latest actuarial valuation, and continuing for the following four fiscal years. This estimate will be based upon compliance with all applicable legal requirements relating to the determination of contributions and upon the assumptions set out in the Plan document(s). All contribution calculations should reflect payments made during DOE fiscal years, beginning Oct 1, through September 30, and the next succeeding four fiscal years. Please include a summary of the key actuarial assumptions used to

determine the required contribution. All projections must be based upon the most recently available asset information for the Plan. For example, for a Plan with a July 1 valuation date, project the July 1, value of assets for the current year to be used in the calculation from the actual January 1, value of assets from the same year.

(2) If the actuarial valuation submitted pursuant to the annual Pension Management Plan update indicates that the sponsor of the Plan must impose benefit restrictions, the Contractor shall provide the following information:

(i) The type of benefit restriction that will take place,
(ii) The number of Contractor employees that potentially could be impacted and the nature of the restriction (e.g., financial impact) by imposition of the required benefit restriction,
(iii) The amount of money that would need to be contributed to the Plan and the timing of such contribution to avoid legally required benefit restrictions, and
(iv) A recommendation regarding whether the additional money should be contributed to the Plan and the rationale for the recommendation.

(3) A detailed discussion of how the Contractor intends to manage the Plan(s) to maximize contribution predictability (i.e. forecasting accuracy) and to contain current and future costs, to include the rationale for selection of all Plan assumptions (i.e., actuarial experience studies) that determine the required contributions and which impact the level and predictability of required contributions. As part of the Contractor's plan to maximize contribution predictability, the Contractor may propose funding strategies other than ERISA minimums for NNSA's consideration and approval. The Contractor shall submit the following for NNSA to consider in deciding on the alternate funding strategy:

(i) Identify whether the current year additional amount can be absorbed within the current operating budget.
(ii) Discuss the integration of Plan's funding strategy and investment strategy taking into consideration the plan's demographic profile, liability duration, and impact of current year funding decisions on future year contribution requirements.
(iii) Discuss the strategy for achieving fully funded status and protecting against erosion of the Plan's funded status.
(iv) Discuss the strategy for specifically protecting any pension funding contributions reimbursed in excess of the minimum required contribution against the risk of significant loss.
(v) Discuss whether the plan has a prefunding or funding standard carryover balance that could be used to improve the plan's AFTAP without requiring additional contributions. Provide a rationale regarding the recommended use of the available balance(s).

(4) An assessment to evaluate the effectiveness of the Contractor's Plan(s) investment management/results. The assessment must include at a minimum: a review and analysis of Plan investment objectives and asset allocations; results of the most recent asset liability study and investment policy review; the strategies employed to achieve the Plan's investment objectives; and the methods used to monitor execution of those strategies and the achievement of the investment objectives. The Contractor shall also identify its plans, if any, for revising any aspect of its Pension Management Plan based on the results of the review.

Within thirty (30) days after the date of the submission, appropriate Contractor representatives will meet with the Contracting Officer and other DOE/NNSA representatives to discuss the Contractor's proposed Pension Management Plan. The Contractor must be prepared to discuss any differences between the prior fiscal year's projected pension contributions for future fiscal years and the most recent projected pension contributions for future fiscal years and the rationale for any such discrepancies. In addition, discrepancies between the actual contributions made for the most recent fiscal year preceding the meeting and the projected contributions for that fiscal year and the rationale for any such discrepancies, and funding strategies for the Plan will be discussed.

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:

(1) Transition Term – the effective date of the Contract which was August 31, 2000, through October 31, 2000;

(2) Term – August 31, 2000 through September 30, 2011; and, if exercised;

(i) Option Term 1 – October 1, 2011 through December 31, 2011; and, if exercised;

(ii) Option Term 2 – January 1, 2012 through March 31, 2012.

(b) The period of performance of this Contract will expire on September 30, 2011, 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 eleven (11) years and six (6) months. Provisions of the Contract applicable to the Term apply to any and all options which may be exercised.