

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 028	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352	CODE 00603	7. ADMINISTERED BY (If other than Item 6) Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352	CODE 00603
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ADVANCED TECHNOLOGIES AND LABORATORIES (ATL) Attn: JOU HWANG 20010 CENTURY BLVD., SUITE 500 GERMANTOWN MD 208741119		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 827013467	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-10RV15051	10B. DATED (SEE ITEM 13) 11/20/2009
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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 54.243-2, Changes- Cost Reimbursement
	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 continuation pages.

FOB: Destination

Period of Performance: 01/03/2010 to 01/03/2015

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) Ray-way Hwang, CEO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan C. Johnson	
15B. CO ORIGINAL SIGNED BY	15C. DATE SIGNED 3/1/2011	16B. UNITED S ORIGINAL SIGNED BY	16C. DATE SIGNED 3/2/11

Purpose of Modification:

The purpose of this modification is to do the following:

1. Update Section H, Clause H.17, to incorporate the following clause as Clause H.17 (a)(5):

- (5) The HSPP, HSSP and HEWT are collectively referred to herein as the "Plans" for purposes of the Section H Clauses entitled, Employee Compensation: Pay and Benefits, Post-Contract Responsibilities for Pension and Other Benefit Plans, and Incumbent Employees, Benefit Plans, and Approval for Subcontractors to Participate in the Plans.

2. Update Section H, Clause H.17 to incorporate a revision to Clause H.17 (b). The change is as follows:

From:

- (b) Incumbent Employees for the purposes of this Contract are employees who:

- (1) Based on prior employment and under the terms of the HSPP, HSSP and HEWT (the "Plans" for purposes of the Section H Clauses entitled, *Employee Compensation: Pay and Benefits, Post-Contract Responsibilities for Pension and Other Benefit Plans, and Incumbent Employees, Benefit Plans, and Approval for* <https://stripes.doe.gov/stripesp/support/support2.asp?seq=932347&file=M-16%20Continuation%20Page%20Mod%20028.doc> *Subcontractors to Participate in the Plans*):

- (i) As of the date of award of this Contract, were eligible to participate, or to return to and participate, in the HSPP and accrue Benefit Service as defined in the HSPP, and/or,

- (ii) Are eligible to participate with respect to the HSSP or HEWT; and

- (2) Are employed by the Contractor or by a subcontractor identified in the agreement as provided in the Section H Clause entitled, *Incumbent Employees, Benefit Plans, and Approval for Subcontractors to Participate in the Plans*, and eligible to participate in the Plan(s) under the terms of the Plan(s).

To:

- (b) Incumbent Employees for the purposes of this Contract

Based on prior employment and the terms of the HSPP, Incumbent Employees are those employees eligible to participate, or to return to and participate, in the HSPP and accrue Benefit Service as defined in the HSPP.

3. Update Section H, Clause H.17 to incorporate a revision to Clause H.17 (c). The change is as follows:

From:

- (c) Non-Incumbent Employees
If an employee does not meet the definition of an Incumbent Employee with respect to the HSPP, HSSP, or HEWT, as described in paragraph (b), the employee will be considered a Non-Incumbent Employee as to that Plan(s) for the purposes of this Contract.

To:

- (c) Non-Incumbent Employees
If an employee does not meet the definition of an Incumbent Employee with respect to the HSPP, as described in paragraph (b), the employee will be considered a Non-Incumbent Employee for the purposes of this Contract.

4. Update Section H, Clause H.17 to incorporate a revision to Clause H.17 (k). The change is as follows:

From:

- (k) Benefits for Incumbent Employees under the HSPP and HSSP
- (1) The Contractor shall allow individuals who are Incumbent Employees to continue to accrue credit under the HSPP and to participate in the HSSP for service under this Contract. The Contractor shall timely supply the Plan Administrator(s) with the information required by the Administrator(s) necessary to effectively administer the Plan(s). Contributions to the HSPP and HSSP as determined by the Plan Administrator(s) shall be allowable costs under this Contract, subject to compliance with other provisions of this Contract and terms of the Plans, as amended. At Contract completion, the Contractor shall fully fund its withdrawal liability under the HSPP; provided, however, that when or if this Contract expires or terminates, the Contractor shall continue as a plan sponsor of the HSPP pursuant to the Section H Clause entitled, *Post-Contract Responsibilities for Pension and Other Benefit Plans*.
- (2) The Contractor shall coordinate with the HSPP Administrator to ensure DOE receives an annual reporting and accounting of the Contractor's pension obligations, pursuant to Financial Accounting Standard (FAS) 87, for those employees participating in the HSPP and supply the Administrator with all the information necessary to maintain the Federal tax qualifications of all Contractor and Hanford Site pension plans.

To:

(k) Benefits for Incumbent Employees under the HSPP and HSSP

(1) HSPP

- (i) The Contractor shall allow individuals who are Incumbent Employees to accrue credit under the HSPP for service under this Contract. The Contractor shall timely supply the Plan Administrator(s) with the information required by the Administrator(s) necessary to effectively administer the Plan(s). Contributions to the HSPP as determined by the Plan Administrator shall be allowable costs under this Contract, subject to compliance with other provisions of this Contract and terms of the Plans, as amended. At Contract completion, the Contractor shall fully fund its withdrawal liability under the HSPP; provided, however, that when or if this Contract expires or terminates, the Contractor shall continue as a plan sponsor of the HSPP pursuant to the Section H Clause entitled, *Post-Contract Responsibilities for Pension and Other Benefit Plans*.
- (ii) The Contractor shall coordinate with the HSPP Administrator to ensure DOE receives an annual reporting and accounting of the Contractor's pension obligations, pursuant to Financial Accounting Standard (FAS) 87, for those employees participating in the HSPP and supply the Administrator with all the information necessary to maintain the Federal tax qualifications of all Contractor and Hanford Site pension plans.

(2) HSSP

- (i) Contributions to the HSSP shall be allowable costs under this Contract, subject to compliance with other provisions of this Contract and terms of the Plans, as amended.

5. Update Section H, Clause H.22 to incorporate a revision to Clause H.22 (a). The change is as follows:

From:

**H.22 INCUMBENT EMPLOYEES, BENEFIT PLANS, AND APPROVAL FOR
SUBCONTRACTORS TO PARTICIPATE IN THE PLANS**

- (a) DOE and the Contractor shall agree to those subcontractors that will be subject to the requirements to provide pension and other benefits for Incumbent Employees as defined in paragraph (b)(2) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*. The Contractor shall submit its proposed agreement to DOE no later than thirty

days prior to the close of the Transition Period, as defined in the Section F Clause entitled, *Period of Performance*.

To:

**H.22 INCUMBENT EMPLOYEES, BENEFIT PLANS, AND APPROVAL FOR
SUBCONTRACTORS TO PARTICIPATE IN THE PLANS**

- (a) DOE and the Contractor shall agree to those subcontractors that will be subject to the requirements to provide pension and other benefits for Incumbent Employees as defined in paragraph (b) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*. The Contractor shall submit its proposed agreement to DOE no later than thirty days prior to the close of the Transition Period, as defined in the Section F Clause entitled, *Period of Performance*.

6. All other Terms and Conditions remain unchanged.