

2. AMENDMENT/MODIFICATION NO. 0088  
 3. EFFECTIVE DATE See Block 16C  
 4. REQUISITION/PURCHASE REQ. NO. 13EM002012  
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 00603  
 Office of River Protection  
 U.S. Department of Energy  
 Office of River Protection  
 P.O. Box 450  
 Richland WA 99352  
 7. ADMINISTERED BY (If other than Item 6) CODE 00603  
 Office of River Protection  
 U.S. Department of Energy  
 Office of River Protection  
 P.O. Box 450  
 Richland WA 99352

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 ADVANCED TECHNOLOGIES AND LABORATORIES (ATL)  
 Attn: JOU HWANG  
 555 QUINCE ORCHARD ROAD, SUITE 500  
 GAITHERSBURG MD 208781437  
 CODE 827013467 FACILITY CODE  
 9A. AMENDMENT OF SOLICITATION NO. (x)  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. x  
 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) Net Increase: \$3,000,000.00

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:  
 D. OTHER (Specify type of modification and authority)  
 X FAR 52.232-22, Limitation of Funds (APR 1984)

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 update Contract Section B, Supplies or Services and Prices/Costs; adding incremental funds to the contract.

See continuation pages for further details.  
 Payment:  
 OR for ORP  
 U.S. Department of Energy  
 Oak Ridge Financial Service Center  
 P.O. Box 4307  
 Oak Ridge TN 37831  
 FOB: Destination  
 Continued ...

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)  
 15B. CONTRACTOR/OFFEROR  
 (Signature of person authorized to sign)  
 15C. DATE SIGNED  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 SUSAN JOHNSON, CO  
 16B. UNITED STATES OF AMERICA  
 (Signature of Contracting Officer)  
 16C. DATE SIGNED  
 7/3/13

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC27-10RV15051/0088

PAGE OF  
2 4

NAME OF OFFEROR OR CONTRACTOR  
ADVANCED TECHNOLOGIES AND LABORATORIES (ATL) INTERNATIONAL,

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 01/03/2010 to 01/03/2015				

**14. Description of Amendment/Modification Continued:**

1. The purpose of this modification is to update Section B, *Supplies or Services and Prices/Costs*. The following changes are hereby incorporated into the contract under the authority of Contract Clause I.59, Limitation of Funds (Apr 1984):
  - Incremental funds in the amount of \$3,000,000 are being added to Contract Line Item Number (CLIN) 4; funds are increased from \$5,010,000 to \$8,010,000.
  - Total funds obligated to the contract are increased from \$45,581,346.31 to \$48,581,346.31 as a result of this modification.
  
2. The Total Funds Obligated table in Contract Clause B.1, *Type of Contract – Items Being Acquired*, is deleted in its entirety and replaced with the following table, which reflects changes described herein.

**FROM:**

TOTAL FUNDS OBLIGATED			
CLIN Number	Description	Estimated Cost	*Funds Obligated
1	Contract Transition	\$99,214.53	\$99,214.53
2	Analytical Services & Testing	\$23,862,646.20	\$22,290,725.49
3	Analytical Services & Testing	\$12,846,805.51	\$12,979,651.69
4	Analytical Services & Testing	\$13,324,325.55	\$5,010,000.00
5	Analytical Services & Testing	\$12,351,009.12	\$0.00
6	PRC ARRA Analytical Services & Testing	\$5,151,769.65	\$5,211,754.60
TOTAL		\$67,635,770.56	\$45,581,346.31

**TO:**

TOTAL FUNDS OBLIGATED			
CLIN Number	Description	Estimated Cost	*Funds Obligated
1	Contract Transition	\$99,214.53	\$99,214.53
2	Analytical Services & Testing	\$23,862,646.20	\$22,290,725.49
3	Analytical Services & Testing	\$12,846,805.51	\$12,979,651.69
4	Analytical Services & Testing	\$13,324,325.55	\$8,010,000.00
5	Analytical Services & Testing	\$12,351,009.12	\$0.00
6	PRC ARRA Analytical Services & Testing	\$5,151,769.65	\$5,211,754.60
TOTAL		\$67,635,770.56	\$48,581,346.31

\*Funds obligated are reflected differently in STRIPES for CLINs 2 and 4 due to error on modification 082 however the total amount of obligated funds for the contract are the same.

3. Update the table in Contract Section B, *Supplies or Services and Prices/Costs*, B.1(d), Funds Obligated to CLIN 04, *Analytical Services & Testing* to add costs in the amount of \$3,000,000.00. The change is as follows:

**FROM:**

Modification No.	Accounting and Appropriation Data	Obligation Amount*
82	01250 2013 34 421301 25422 1110909 0001481 0000000 0000000	\$2,000,000.00
083	01250 2013 34 421301 25422 1110909 0001481 0000000 0000000	\$1,000,000.00
085	01250 2013 34 421301 25422 1110909 0001481 0000000 0000000	\$2,000,000.00
087	01250 2013 34 421601 25102 1111556 0001525 0000000 0421398	\$10,000.00
Total		\$5,010,000.00

**TO:**

Modification No.	Accounting and Appropriation Data	Obligation Amount*
82	01250 2013 34 421301 25422 1110909 0001481 0000000 0000000	\$2,000,000.00
083	01250 2013 34 421301 25422 1110909 0001481 0000000 0000000	\$1,000,000.00
085	01250 2013 34 421301 25422 1110909 0001481 0000000 0000000	\$2,000,000.00
087	01250 2013 34 421601 25102 1111556 0001525 0000000 0421398	\$10,000.00
088	01250 2013 34 421301 25422 1110909 0001481 0000000 0000000	\$3,000,000.00
Total		\$8,010,000.00

4. Attached to this modification are the following replacement pages for Section B, *Supplies or Services and Price/Costs*:

- Section B, pages Bi, B-1, and B-7.

5. All other terms and conditions remain unchanged.

**Attachment 1**

**DE-AC27-10RV15051, MODIFICATION 088**

**Replacement Pages**

**(Total: Four [4] including this Cover Page)**

- Section B, *Supplies or Services and Price/Costs*, Page B-i
- Section B.1, *Type of Contract – Items Being Acquired*, Pages B-1 and B-7

**PART I – THE SCHEDULE**

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

**TABLE OF CONTENTS**

**B.1 TYPE OF CONTRACT – ITEMS BEING ACQUIRED ..... 1**

**B.2 DEAR 952.223-77 - CONDITIONAL PAYMENT OF FEE, PROFIT, OR  
INCENTIVE (JAN 2004) ..... 9**

**B.3 AWARD FEE ADJUSTMENTS..... 12**

**B.4 FINAL FEE DETERMINATION..... 12**

**B.5 OPTIONS ..... 13**

**SECTION B****SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 TYPE OF CONTRACT – ITEMS BEING ACQUIRED**

This is a cost-plus-award-fee type contract for analytical services and testing at the 222-S Laboratory on the Hanford Site. The contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement. The total performance period includes a ninety (90) day transition period, two-year base period, and three (3) 1-year option periods as shown below in the following individual Contract Line Items (CLINs):

TOTAL ESTIMATED CONTRACT COST			
CLIN Number	Description	Estimated Cost	Estimated Fee
1	Contract Transition	\$99,214.53	N/A
2	Analytical Services & Testing	\$23,862,646.20	\$1,730,762.28
3	Analytical Services & Testing	\$12,846,805.51	\$929,161.06
4	Analytical Services & Testing	\$13,324,325.55	\$961,635.30
5	Analytical Services & Testing	\$12,351,009.12	\$895,449.78
6	PRC ARRA Analytical Services & Testing	\$5,151,769.65	\$334,374.00
TOTAL		\$67,635,770.56	\$45,851,382.42
TECC (ESTIMATED COST & ESTIMATED FEE)		\$72,487,152.98	

TOTAL FUNDS OBLIGATED			
CLIN Number	Description	Estimated Cost	Funds Obligated
1	Contract Transition	\$99,214.53	\$99,214.53
2	Analytical Services & Testing	\$23,862,646.20	\$22,290,725.49
3	Analytical Services & Testing	\$12,846,805.51	\$12,969,651.69
4	Analytical Services & Testing	\$13,324,325.55	\$8,010,000.00
5	Analytical Services & Testing	\$12,351,009.12	\$0.00
6	PRC ARRA Analytical Services & Testing	\$5,151,769.65	\$5,211,754.60
TOTAL		\$67,635,770.56	\$48,581,346.31

The total available award fee for this CLIN is \$961,635.30. There is no base fee for this CLIN. The award fee for this CLIN shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available award fee for this CLIN may be permitted.

Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from this CLIN shall not be eligible to be earned in any other CLINs.

Funds Obligated to CLIN 04:

Modification No.	Accounting and Appropriation Data	Obligation Amount*
82	01250 2013 34 421301 25422 1110909 0001481 0000000 0000000	\$2,000,000.00
083	01250 2013 34 421301 25422 1110909 0001481 0000000 0000000	\$1,000,000.00
085	01250 2013 34 421301 25422 1110909 0001481 0000000 0000000	\$2,000,000.00
087	01250 2013 34 421601 25102 1111556 0001525 0000000 0421398	\$10,000.00
088	01250 2013 34 421301 25422 1110909 0001481 0000000 0000000	\$3,000,000.00
Total		\$8,010,000.00

\* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 04 value is estimated to be no more than \$ 13,324,325.55 (including Award Fee). The cumulative amount identified in this column is the total amount presently available for payment under this CLIN. It is estimated this amount will cover performance through January 2, 2014.

(e) OPTION PERIOD III:

CLIN Number	Description	Estimated Cost
5	Analytical Services & Testing	\$12,351,009.12

CLIN 05 Description:

The performance of CLIN 05 includes the total estimated costs for the performance period stated in Section F.1 and the total award fee that can be earned (less any adjustment made in accordance with Section B Clause *DEAR 952.223-77 Conditional Payment of Fee* and Section H Clause *Key Personnel*).