

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 0096	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 555 QUINCE ORCHARD ROAD, SUITE 500 GAITHERSBURG MD 208781437		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 827013467 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-10RV15051	
		10B. DATED (SEE ITEM 13) 11/20/2009	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>			

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)

**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	Clause I.119, FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000)

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 Section B.1, Type of Contract - Items Being Acquired, to exercise Option Period III under CLIN 5. The award value is increased by \$13,246,458.90 from \$59,240,694.08 to 72,487,152.98.

See Continuation Pages for further details.

FOB: Destination

Period of Performance: 01/03/2010 to 01/02/2015

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan C. Johnson
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 11/05/2013

**Purpose of Modification:**

The purpose of this modification is to exercise Option Period II, *Analytical Services & Testing*, under Contract Line Item Number (CLIN) 5 of the contract. As a result of this contractual action, Contract Section B, *Supplies or Services and Prices/Costs*, is updated to show an extension of the period of performance of the contract. There are no funds obligated to CLIN 5 as a result of this modification. Further, these changes are incorporated at no additional cost to the government.

**Description of Modification:**

1. Under the authority of Clause I.119, *FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000)*, the Contract section B, *Supplies or Services and Prices/Costs*, paragraph (c), is revised as follows:
  - The estimated value of CLIN 5 is \$13,246,458.90; this includes \$895,449.78 in available award fee.
  - The awarded contract period of performance is changed from January 3, 2010 – January 2, 2014 to January 3, 2010 – January 2, 2015 as stated in Section F.1.”

The table in Section B, paragraph (e), is deleted in its entirety and replaced as follows:

(e) **OPTION PERIOD III:**

CLIN Number	Description	Estimated Cost
5	Analytical Services & Testing	\$13,246,458.90

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*).

The total available award fee for this CLIN is \$895,449.78. 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 05:

Modification No.	Accounting and Appropriation Data	Obligation Amount*

\* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 05 value is estimated to be no more than \$ 13,246,458.90 (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, 2015.

2. All other terms and conditions remain unchanged.

**Attachment**

**DE-AC27-10RV15051**

**MODIFICATION 096**

**Replacement Pages**

**(Total: 3, including this Cover Page)**

- Section B.1, Type of Contract - Items Being Acquired, Pages B-7 and B-8

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
093	01250 2013 34 421601 25102 1111556 0001525 0000000 0421398	\$30,000.00
095	01250 2013 34 421301 25422 1110909 0001481 0000000 0000000	\$1,000,000.00
Total		\$ 9,040,000.00

\* 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*).

The total available award fee for this CLIN is \$895,449.78. 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 05:

Modification No.	Accounting and Appropriation Data	Obligation Amount*

\* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 05 value is estimated to be no more than \$ 13,246,458.90 (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, 2015.

(f) **ARRA ANALYTICAL SERVICES AND TESTING**

CLIN Number	Description	Estimated Cost
6	PRC ARRA Analytical Services & Testing	\$5,151,769.65

CLIN 06 Description:

The performance of CLIN 06 includes the total estimated costs for the performance period from January 3, 2010 through December 30, 2011. The total 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*), for this CLIN, is \$334,374.00.

ARRA Project	Cost	Fee	Total
K East Reactor	\$173,047.90	\$10,031.22	\$183,079.12