

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1	OF PAGES 3
2. AMENDMENT/MODIFICATION NO. M494		3. EFFECTIVE DATE (M/D/Y) See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)				
6. ISSUED BY U.S. Department of Energy Pacific Northwest Site Office P. O. Box 350 Richland, WA 99352		7. ADMINISTERED BY (If other than Item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Battelle Memorial Institute Pacific Northwest Division Richland, Benton County, WA 99352 DUNS # 032987476		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC05-76RL01830		
		10B. DATED (SEE ITEM 13) December 30, 1964		
CODE	FACILITY CODE			
11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 DATE AND HOUR 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 amendment and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS SET FORTH 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.			
<input type="checkbox"/>				
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b).			
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: Mutual agreement of the parties.			
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> 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 contract modification is to extend the period of performance through September 30, 2012 and update terms and conditions. See attached for details.				
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) Michael Kluse Laboratory Director		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jewel J. Short Contracting Officer		
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>		15C. DATE SIGNED 10/20/08	16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 10/21/08

Purpose of Modification:

The purpose of this contract modification is to extend the period of performance through September 30, 2012, and update terms and conditions.

Description of Modification:

The following changes are hereby incorporated into the contract:

1. Section B, "Supplies or Services and Prices/Costs", Clause B-3 "Estimated Budget Authority, Total Available Performance Fees, and Total Available Mission Stretch Goal(s) Incentive Fee" is changed as follows:
 - a. The text of Clause B-3, subparagraph (a) is deleted in its entirety and replaced with the following:

"(a) In accordance with the Contract clause entitled "Determining Total Available Performance Fee and Fee Earned", the annual total available performance fees for this Contract shall be \$7,300,000 for FY03 and \$7,800,000 for FY04 through FY07 respectively. The total annual estimated Budget Authority for FY03 is \$511,200,000. For FY08, the total available performance fee shall be \$8,600,000. For FY09 through the end of FY12, the total available performance fee shall be \$9,000,000 per fiscal year. The total annual estimated Budget Authority for FY08 is \$770,000,000. The total estimated annual budget authority for FY09 is \$832,000,000. The total estimated annual budget authority for FY10 through FY12 is \$848,000,000 per fiscal year. [M494]"
2. Section F, "Deliveries or Performance" is changed as follows:
 - a. The text of Clause F-1 "Period of Performance" is deleted in its entirety and replaced with the following:

"This Contract shall be effective as specified in Block No. 3 – Effective Date, of the Standard Form 30, for this modification, except as otherwise provided, and shall continue up to and including September 30, 2012, unless sooner terminated according to its terms and conditions, or extended in accordance with the appropriate FAR and DEAR provisions. [M494]
(End of Clause)"
 - b. Clause "F-3 Option to Extend the Term of the Contract Beyond Fiscal Year 2008" is deleted in its entirety.
3. Section H, "Special Contract Requirements", Clause H-24 "Determining Total Available Performance Fee and Fee Earned " is changed as follows:
 - a. The text of subparagraph (a)(1) is deleted in its entirety and replaced with the following:

"During the period of Contract performance the total available performance fee for FY03 shall be \$7,300,000. For FY04 through FY07, the total available performance fee shall be \$7,800,000 per fiscal year. For FY08, the total available performance fee shall be \$8,600,000. For FY09 through FY12, the total available performance fee shall be \$9,000,000 per fiscal year." [M494]"
 - b. the text of subparagraph (a)(2) is deleted in its entirety and replaced with the following:

"The Parties have agreed that the available performance fee shall be subject to adjustment in the event of a significant change (greater than plus or minus 10%) to the Laboratory's budget for any fiscal year, or work scope. The Parties may re-negotiate, in good faith, the total available performance fee pool. The FY03 Estimated Allowable Cost (Budget Authority) will serve as the base year to which each fiscal year FY04 through FY07 Estimated Allowable Cost (Budget Authority) will be compared. The FY08 estimated allowable cost (Budget Authority) identified in Section B of the contract will serve as the base year to which FY08 Estimated Allowable Cost (Budget Authority) will be compared. The FY09 Estimated Allowable Cost (Budget Authority) identified in Section B of the contract will serve as the base year to which each fiscal year FY09 through FY12 Estimated Allowable Cost (Budget Authority) will be compared." **[M494]**

4. There are no other changes to the terms and conditions of the contract.