

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGES OF PAGES 1 4
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2. AMENDMENT/MODIFICATION A002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)
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6. ISSUED BY U. S. Department of Energy Oak Ridge Operations Office, AD-421 P. O. Box 2001 Oak Ridge, TN 37831-8757	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-Battelle, LLC 40 New York Avenue Oak Ridge, TN 37830	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22725
		10B. DATED (SEE ITEM 13) October 18, 1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION

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 ACKNOWLEDGMENT 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)
Obligate \$2,518,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

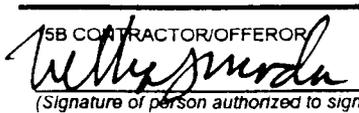
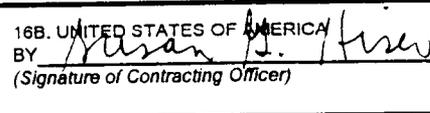
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET 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: Clause I-106; Mutual Agreement and P. L. 95-91
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) William J. Madia Chief Executive Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan G. Hiser Contracting Officer
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15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/13/00	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 11/13/00
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The purpose of this modification is to revise Clause F-1, Term of Contract; Clause F-3, Transition Activities; and Clause I-106, Obligation of Funds, as follows:

1. Clause F-1, Term of Contract, is deleted and the following is substituted:

F-1 Term of Contract (Jan 2000)

The effective date of the contract is January 18, 2000. The term of the transition period is from January 18, 2000 through March 31, 2000. The contractor may begin official travel on January 15, 2000. Costs associated with any travel beginning on January 15, 2000, are allowable. The term of the base contract is from April 1, 2000 through March 31, 2005. The Government may extend the term of the contract by unilaterally exercising the options pursuant to the clause in Section I entitled, "Option to Extend the Term of the Contract," for a period of five (5) years.

2. Clause F-3, Transition Activities, is deleted and the following is substituted:

F-3 Transition Activities (Jan 2000)

- (a) During the period of the transition, specified in the clause in Section F entitled, "Term of Contract," the Contractor shall perform those activities necessary to be prepared to assume responsibility for the contract work on April 1, 2000. The transition activities shall be conducted in accordance with the Contractor's proposal dated August 2, 1999, to manage and operate the Oak Ridge National Laboratory.

The Contractor shall coordinate its activities with DOE and the incumbent contractor so as to accomplish these activities in a manner that will provide an effective transition of personnel and work activities while minimizing the cost of this effort. The Contractor shall also establish effective communications with other DOE on-site prime contractors as necessary.

Lockheed Martin Energy Research Corporation will identify any area where resource constraints will not support transition activities to occur before February 1, 2000. The Contractor agrees to respect these constraints.

- (b) The Contractor shall utilize any government furnished facilities and equipment that are available in order to minimize costs. The Contractor may, subject to agreement with the incumbent contractor, utilize incumbent contractor personnel on a loaned basis or arrange for early transition of employees to the Contractor as

appropriate. In addition, the Contractor may utilize the services of subcontractors of the incumbent contractor with agreement from the incumbent contractor.

- (c) Costs of transition are as follows:

Transition Management	\$352,500
Science and Technology	166,000
Human Resources	81,000
Subcontracts/Permits	109,300
ESH&Q	296,100
Laboratory Operations	688,000
Relocation Expenses	672,000
Management Reserve	<u>253,100</u>
 Total Transition Costs	 \$2,618,000

The Contractor shall report costs to DOE on a weekly basis in the same format that has been mutually agreed to. The total transition costs are not to exceed \$2,618,000. Any variance in the subcategories described above in excess of 10% is subject to the prior approval of the DOE Contracting Officer.

- (d) The Contractor shall provide one copy of all reports prepared as part of this transition, including but not limited to, readiness reports, readiness plans, status reports, assessments, etc. to the DOE Contracting Officer's Representative for Transition.
- (e) In addition to communications as described in paragraph (a) above, the Contractor shall provide to DOE on a timely basis the schedules for transition activities including facility walkdowns and assessments and program reviews.

While open and direct communication is essential between all parties, official contract direction will be from the Contracting Officer and the Contracting Officer's Representative for Transition.

- (f) The Readiness Determination process will consist of the following three major elements:
- (1) The Contractor will declare their readiness to assume operations.

- (2) The Contractor will then conduct a review of the actions and activities that have taken place during the transition to demonstrate to DOE the adequacy and effectiveness of their preparations for assuming operations. This review is to be held prior to the end of the transition period to allow any remaining concerns to be addressed.
- (3) The Contractor will prepare a "Transfer Agreement" which is to be signed by UT-Battelle, LLC, the Department of Energy, and Lockheed Martin Energy Research Corporation prior to April 1, 2000.

3. Clause I-106, 970.5204-15, Obligation of Funds (Apr 1994) (Modified), is revised as follows:

The first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$2,618,000.00." This represents an increase of \$2,518,000.00 from \$100,000.00 to \$2,618,000.00.