

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 205	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NNSA/Pantex Site Office U.S. Department of Energy NNSA/Pantex Site Office P.O. Box 30030 Amarillo TX 79120-0030	CODE 05007	7. ADMINISTERED BY (If other than Item 6) NNSA/Pantex Site Office U.S. Department of Energy NNSA/Pantex Site Office P.O. Box 30030 Amarillo TX 79120-0030	CODE 05007
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BABCOCK & WILCOX TECHNICAL SERVICES PANTEX, L L C Attn: GARY ALLEN P.O. BOX 30020 AMARILLO TX 791200000		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 015693703 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC54-00AL66620	10B. DATED (SEE ITEM 13) 07/28/2000

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) DEAR 970-5243.1 entitled "Changes" (DEC 2000)

E. IMPORTANT: Contractor is not. 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.)

Modification Reason: Delete Part 1-Schedule, Section H, Special Contract Requirements H-52, entitled Definition of Contractor in Clause I.2 (FAR CLAUSE 52.250-1) (Clause H.52 as modified by M117), Modification No M117, dated 12 Oct 06 and Incorporate Part 1-Schedule, Section H, Special Contract Requirements H-52, entitled Definition of Contractor and Unusually Hazardous or Nuclear Risk as Used in FAR Clause 52.250-1, Indemnification under Public Law 85- 804 (Alternate 1 - APR 1984), dated 27 Aug 2010
Period of Performance: 02/01/2001 to 09/30/2010

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) J. Brian Bidwell Prime Contract Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sebastian M. Klein
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 8/31/2010
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 08/31/2010
(Signature of person authorized to sign)	(Signature of Contracting Officer)

- A. Delete Part 1-Schedule, Section H, Special Contract Requirements H-52, entitled Definition of Contractor in Clause I.2 (FAR CLAUSE 52.250-1) (Clause H.52 as modified by M117), Modification No M117, dated 12 Oct 06 in its entirety.
- B. By Incorporating Part 1-Schedule, Section H, Special Contract Requirements H-52, entitled Definition of Contractor and Unusually Hazardous or Nuclear Risk as Used in FAR Clause 52.250-1, Indemnification under Public Law 85-804 (Alternate 1 – APR 1984), Revision date 27 Aug 2010 as follows:

H.52 DEFINITION OF CONTRACTOR AND UNUSUALLY HAZARDOUS OR NUCLEAR RISK AS USED IN FAR CLAUSE 52.250-1, INDEMNIFICATION UNDER PUBLIC LAW 85-804 (ALTERNATE I – APR 1984)

SECTION I – Definition of Contractor

- (a) The term “Contractor” except as used in paragraphs (a) and (e) of clause I. 2 (FAR clause 52.250-1) means
 - (1) B&W Pantex, and
 - (2) B&W Pantex, member companies: B&W Technical Services, Bechtel National, Inc., and Honeywell International, Inc., including the ultimate parent companies and the affiliates of each, and
 - (3) Employees, officers, and directors or any of the foregoing named or threatened to be named as defendants in lawsuits or litigation threatened or initiated by third parties which seek to impose or establish, or which could result in, a risk which is defined in this contract as unusually hazardous or nuclear, on account of actions or inactions of B&W Pantex, or on account of the actions or inactions undertaken by the corporations or individuals identified in subparagraphs (a), (b), or (c) of FAR clause 52.250-1 for, and on behalf of, or with respect to, B&W Pantex, under this contract;
- (b) The term “Contractor” as used in paragraphs (a), and (e), of FAR clause 52.250-1 means B&W Pantex;
- (c) The term “Contractor’s business” as used in this clause means the management and operation of the Government’s Pantex Plant at Amarillo, Texas, for the Department of Energy under this contract;
- (d) The terms “Contractor’s operations at any one plant or separate location in which this contract is being performed” and “a separate and complete major industrial operation in connection with the performance of this contract” as used in this clause means the Government’s Pantex Plant located at Amarillo, Texas;

- (e) The term “nuclear materials” as used in this clause means source, special nuclear, or byproduct materials as those terms are defined in Section 11 of the Atomic Energy Act of 1954, as amended, 42 U.S.C. § 2014;
- (f) The term “agency head” as used in this clause means the Secretary of Energy;
- (g) The term “affiliate” as used in this clause means the member companies of B&W Pantex, (B&W Technical Services, as well as its ultimate parent company, the Babcock & Wilcox Company), Honeywell International, Inc., and Bechtel National, Inc., as well as companies, other than B&W Pantex, that directly or indirectly, are owned or otherwise controlled by the member companies of B&W Pantex;

SECTION II – Definition of Unusually Hazardous or Nuclear Risk

- (a) This clause provides indemnification for the unusually hazardous or nuclear risks described below which are not covered by the Price Anderson Act (section 170d of the Atomic Energy Act of 1954, as amended, 42 U.S.C. Section 2210(d)) or where the indemnification provided by the Price Anderson Act is limited by the restriction on public liability imposed by section 170e of the Atomic Energy Act of 1954, as amended, (42 U.S.C. Section 2210 (e)) to an amount which is not sufficient to provide complete indemnification for the legal liability to which the contractor is exposed.
- (b) The term "a risk defined in this contract as unusually hazardous or nuclear" as used in this clause means the risk of legal liability to third parties (including legal costs as defined in paragraph (jj) of Section 11 of the Atomic Energy Act of 1954, as amended, 42 U.S.C. § 2014, notwithstanding the fact that the claim or suit may not arise under Section 170 of said Act) arising from actions or inactions in the course of the following work performed by the Contractor under this contract:
 - (1) DOE's Accident Response Group ("ARG") activities outside the United States;
 - (2) Training and Advising Russia's Accident Response Group ("ARG") in Russia.
 - (3) Crisis Response Team outside the United States; or
 - (4) Activities on behalf of the Department of Energy involving weapons usable material in a nonproliferation effort on behalf of the United States, outside the United States, as described in (A) through (C):
 - (i) The Department of Energy's transparency monitoring activities in Russia under the U.S.-Russian Agreement Concerning the Disposition of Highly Enriched Uranium Extracted from Nuclear Weapons dated January 18, 1993; and any extension or modification thereof;

- (ii) Inspection, packaging, transportation, and storage of weapons usable nuclear material located in the former Soviet Union, including Russia;
- (iii) Participation in the Department of Energy's nuclear materials protection and accountability programs in Russia, Ukraine, Kazakhstan, and Belarus, including developing such systems and consulting and training individuals, or international inspectors on such systems under the –
 - (I) Agreement between the Department of Energy of the United States of America and the Federal Nuclear and Radiation Safety Authority of the Russian Federation to Cooperate on National Protection, Control, and Accounting of Nuclear Materials dated October 2, 1999;
 - (II) Agreement between the Department of Defense of the United States of America and the Ministry of Defense of the Republic of Kazakhstan concerning Control, Accounting, and Physical Protection of Nuclear Material to Promote the Prevention of Nuclear Weapons Proliferation dated December 13, 1993;
 - (III) Agreement between the Department of Defense of the United States of America and the Ukrainian State Committee on Nuclear and Radiation Safety concerning Development of State Systems of Control, Accounting, and Physical Protection of Nuclear Materials to Promote the Prevention of Nuclear Weapons Proliferation from Ukraine dated December 18, 1993;
 - (IV) Agreement between the Department of Defense of the United States of America and the Ministry of Defense of the Republic of Belarus concerning Control, Accounting, and Physical Protection of Nuclear Material to Promote the Prevention of Nuclear Weapons Proliferation dated June 23, 1995;
 - (V) Joint Statement by the Secretary of Department of Energy of the United States of America and the Minister of the Russian Federation for Atomic Energy on Control, Accounting, and Physical Protection of Nuclear Materials dated January 30, 1996;
 - (VI) Joint Statement by the Secretary of Department of Energy of the United States of America and the Minister of the Russian Federation for Atomic Energy on Protection, Control, and Accounting of Nuclear Materials dated June 30, 1995;
- (5) Other United States sponsored activities outside the United States, as requested or approved by the President of the United States, the Secretary of Energy, the

Deputy Secretary of Energy, or the Under Secretary for Nuclear Security and provided that the request or approval specifically makes the indemnity provided by this clause applicable thereto, involving:

- (i) Transparency monitoring activities;
- (ii) Inspection, packaging, transportation, and storage of weapons-usable nuclear material;
- (iii) Nuclear materials protection, control and accountability programs known as the Material Protection Control and Accounting Systems.
- (iv) Maintenance and repair of nuclear weapons conducted outside the United States, including the safe secure dismantlement of weapons outside of the United States;
- (v) Responses to imminent terrorist or nuclear proliferation threats regardless of location outside the United States;
- (vi) Dismantlement or conversion to non-military purposes of nuclear weapons, nuclear weapon components or nuclear materials which could be readily utilized either for the production or the fabrication of nuclear weapons without substantial further effort; and,
- (vii) Development of the technology as part of Government programs for nuclear weapons deployment, nuclear weapons storage and stockpile stewardship, nuclear weapons transportation, nuclear weapons demilitarization/sanitization, nuclear weapons dismantlement or nuclear weapons disposition to the extent such work involves nuclear weapons located outside the United States, and provided in all cases that the requesting or approving official determines that such work is of a kind uniquely performed at the Government-owned nuclear weapons facilities or uniquely managed or over seen by the contractor-managers of such facilities.

(End of Clause)

C. All other terms and conditions remain unchanged, including performance time/contract expiration date.