

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CC AC

PAGES OF PAGES
1 1 7

2. AMENDMENT/MODIFICATION
M006

3. EFFECTIVE DATE
See Block 16.C

4. REQUISITION/PURCHASE REQ. NO.
NOPR

5. PROJECT NO. (If applicable)

6. ISSUED BY
CODE |
U. S. Department of Energy
National Nuclear Security Administration
P. O. Box 2001
Oak Ridge, TN 37831

7. ADMINISTERED BY (If other than Item 6) CODE |

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

BWXT Y-12
1055 Commerce Park Drive
Suite 300
Oak Ridge, TN 37830

CODE
| FACILITY CODE

(X)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22800
	10B. DATED (SEE ITEM 13) August 31, 2000

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 YOU 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)

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

	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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Public Law 95-91 and Mutual Agreement

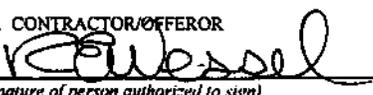
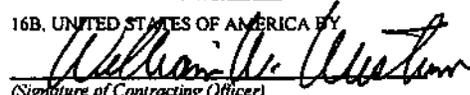
E. IMPORTANT: Contractor ___ is not, X is required to sign this document and return 2 copies to the issuing office.

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

See Page 2

ENCLOSED THE ORIGINAL

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) Ron Wessel Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) William W. Wistrom Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10/31/2000	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10/31/2000

The purpose of this modification is to add a new clause to Section H of the contract in order to define the term "Contractor" as used in FAR Clause 52.250-1 and to add clause I.124 FAR 52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) (Alternate 1)

Clause 52.250-1 contained in this contract shall remain in effect until 11:59 PM (EST) September 30, 2005, unless the contract is extended pursuant to Section F.3 of the Contract in which case this clause shall remain in effect through the end of the period of such extension or until such earlier date as (a) this clause is superseded by written agreement of the Contractor and the Department of Energy or (b) until this contract is terminated or expires in accordance with its terms.

Clause 52.250-1 provides indemnification for the unusually hazardous or nuclear risks defined herein which are not covered by the Price Anderson Act (section 107c of the Atomic Energy Act of 1954, as amended, 42 U.S.C. § 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. § 2210[e]) to an amount which is not sufficient to provide complete indemnification for the legal liability to which the Contractor is exposed.

1. Add the following new clause H.53.

H.53 DEFINITION OF CONTRACTOR IN FAR CLAUSE 52.250-1 (OCT 2000)

- (1) the term "Contractor" except as used in paragraphs (a) and (e) of clause 52.250-1 means
 - (A) BWXT Y-12, L.L.C., and
 - (B) BWXT Y-12, L.L.C.'s member companies: BWX Technologies, Inc. and Bechtel National Inc., including the ultimate parent companies and the affiliates of each, and
 - (C) employees, officers, and directors of 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 BWXT Y-12, L.L.C. 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, BWXT Y-12, L.L.C., under this contract;
- (2) the term "Contractor" as used in paragraphs (a), and (e), of FAR clause 52.250-1 means BWXT Y-12, L.L.C.;
- (3) the term "Contractor's business" as used in this clause means the management and operation

of the Y-12 plant at Oak Ridge, Tennessee, for the Department of Energy under this contract;

- (4) 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 Y-12 plant located at Oak Ridge, Tennessee;
- (5) 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;
- (6) the term "agency head" as used in this clause means the Secretary of Energy; and
- (7) the term "affiliate" as used in this clause means the member companies of BWXT Y-12, L.L.C. (BWXT Technologies, Inc., Bechtel National, Inc. and the parent companies of each including the ultimate parent company of each) as well as companies, other than BWXT Y-12, L.L.C., that directly or indirectly, are owned or otherwise controlled by the member companies of BWXT Y-12, L.L.C.

2. Add the following Clause I.124 to the contract:

I.124 FAR 52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) (Alternate 1)

- (a) "Contractor's principal officials", as used in this clause, means directors, officers, managers, superintendents, or other representatives supervising or directing
 - (1) All or substantially all of the Contractor's business;
 - (2) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or
 - (3) A separate and complete major industrial operation in connection with the performance of this contract.
- (b) Under Public Law 85-804 (50 U.S.C. § 1431-1435) and Executive Order 10789, as amended, and regardless of any other provisions of this contract, the Government shall, subject to the limitations contained in the other paragraphs of this clause, indemnify the Contractor against

- (1) Claims (including reasonable expenses of litigation or settlement) by third persons (including employees of the Contractor) for death; personal injury; or loss of, damage to, or loss of use of property;
 - (2) Loss of, damage to, or loss of use of Contractor property, excluding loss of profit; and
 - (3) Loss of, damage to, or loss of use of Government property, excluding loss of profit.
- (c) This indemnification applies only to the extent that the claim, loss, or damage (1) arises out of or results from a risk defined in this contract as unusually hazardous or nuclear and (2) is not compensated for by insurance or otherwise. Any such claim, loss, or damage, to the extent that it is within the deductible amounts of the Contractor's insurance, is not covered under this clause. If insurance coverage or other financial protection in effect on the date the approving official authorizes use of this clause is reduced, the Government's liability under this clause shall not increase as a result.
- (d) When the claim, loss, or damage is caused by willful misconduct or lack of good faith on the part of any of the Contractor's principal officials, the Contractor shall not be indemnified for
- (1) Government claims against the Contractor (other than those arising through subrogation); or
 - (2) Loss or damage affecting the Contractor's property.
- (e) With the Contracting Officer's prior written approval, the Contractor may, in any subcontract under this contract, indemnify the subcontractor against any risk defined in this contract as unusually hazardous or nuclear. This indemnification shall provide, between the Contractor and the subcontractor, the same right and duties, and the same provisions for notice, furnishing of evidence or proof, and Government settlement or defense of claims as this cause provides. The Contracting Officer may also approve indemnification of subcontractors at any lower tier, under the same terms and conditions. The Government shall indemnify the Contractor against liability to subcontractors incurred under subcontract provisions approved by the Contracting Officer.
- (f) The rights and obligations of the parties under this clause shall survive this contract's termination, expiration, or completion. The Government shall make no payment under this clause unless the agency head determines that the amount is just and reasonable. The Government may pay the Contractor or subcontractors, or may directly pay parties to whom the Contractor or subcontractors may be liable.
- (g) The Contractor shall
- (1) Promptly notify the Contracting Officer of any claim or action against, or any loss by, the

Contractor or any subcontractors that may reasonably be expected to involve indemnification under this clause;

- (2) Immediately furnish to the Government copies of all pertinent papers the Contractor receives;
 - (3) Furnish evidence or proof of any claim, loss, or damage covered by this clause in the manner and form the Government requires; and
 - (4) Comply with the Government's directions and execute any authorizations required in connection with settlement or defense of claims or actions.
- (h) The Government may direct, control, or assist in settling or defending any claim or action that may involve indemnification under this clause.
- (i) The cost of insurance (including self-insurance programs) covering a risk defined in this contract as unusually hazardous or nuclear shall not be reimbursed except to the extent that the Contracting Officer has required or approved this insurance.

The Government's obligations under this clause are

- (1) Excepted from the release required under this contract's clause relating to allowable cost; and
 - (2) Not affected by this contract's Obligations of Funds clause.
- (j) 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) 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 (i) through (iv):
 - (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, provided that the work has been directed by the Deputy Secretary; Senior Advisor to the Secretary for Nonproliferation & Director of Arms Control & Nonproliferation; or Director, Nonproliferation and National Security.
- (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-

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 2 October 1999.

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 13 December 1993;

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 18 December 1993;

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 23 June 1995;

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 30 January 1996;

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, Accounting of Nuclear Materials dated 30 June 1995;

- (iv) Agreement between the United States of America and the Government of the Russian Federation on the Exchange of Technical Information in the Field of Nuclear Warhead Safety and Security dated 16 December 1994. This Agreement referred to as WSSX is the Agreement under which DOE/NN-42's Russian Lab-to-Lab Warhead Dismantlement Transparency Program is proceeding;

and other work as directed by the Department of Energy, if the President of the United States, the Secretary of Energy, the Deputy Secretary of Energy, or the Under Secretary of Energy specifically approves making the indemnity provided by this clause applicable to such work.

- (2) 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) Other nonproliferation work relating to weapons-useable nuclear material.