

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. M084	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy National Nuclear Security Administration Service Center Property and M&O Contract Support Department P.O. Box 5400 Albuquerque, NM 87185-5400		7. ADMINISTERED BY (If other than Item 6) U.S. Department of Energy National Nuclear Security Administration Manager, Pantex Site Office P.O. Box 30030 Amarillo, TX 79120		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) BWXT Pantex, LLC Route 726, Mt. Athos Road Lynchburg, VA 24506		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC04-00AL66620		
		10B. DATED (SEE ITEM 13) July 28, 2000		
CODE	FACILITY CODE			

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 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)

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

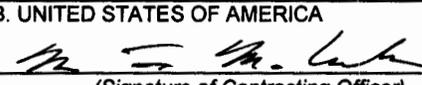
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH 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):	DEAR 970-5204-11 entitled, Changes, and DEAR 970-5204-42 entitled, "Key Personnel."

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

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

This modification adds Contract Clause H.53 entitled, "Technical Monitoring of NNSA Prime Contracts," to Section H of the Contract. All other terms and conditions remain the same.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Tom G. Reid Prime Contract Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marc T. McCusker Contracting Officer	
15B. CONTRACTOR/OFFEROR BY  (Signature of person authorized to sign)	15C. DATE SIGNED 3-3-05	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 3/3/05

1. This modification adds Contract Clause H.53 entitled, "Technical Monitoring of NNSA Prime Contracts," to Section H of the Contract. Contract Clause H.53 entitled, "Technical Monitoring of NNSA Prime Contracts," is stated below in its entirety.

H.53 TECHNICAL MONITORING OF NNSA PRIME CONTRACTS

- (a) In accordance with the contract Section I clause entitled "Changes", the Contracting Officer may identify any of the work contemplated by Section C, Statement of Work, of this Contract to be performed either by another contractor directly contracted by the NNSA or by Government employees. The Contractor agrees to fully cooperate with such other contractors and Government employees, carefully fit its own work to such other work as may be directed by the Contracting Officer, and provide reasonable support as required. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees. For work identified for performance by another contractor directly contracted by the NNSA—
 - (1) The Government and the Contractor will confer in advance on the strategy for changing responsibility for the work and will do so with the objective of minimum disruption to the site operations.
 - (2) The Government may designate the Contractor as the Technical Monitor for such contracts that are directly related to the scope of this Contract. The Contractor agrees to perform such monitoring duties as shall be further described in the designation for each such contract. No designation shall include, and the Contractor shall not perform any function determined to be inherently governmental.
 - (3) The Technical Monitor shall report to the Contracting Officer, or the Contracting Officer's Technical Representative, any performance of a designated contractor that may not be in compliance with the terms and conditions of its contract. In addition, the Technical Monitor may take such actions to assure that work is performed safely and in accordance with site requirements for Integrated Safety Management. This could involve actions up to and including stopping work in accordance with those site procedures.
 - (4) NNSA will insert a clause in such contracts substantially as follows—

H-___. TECHNICAL MONITOR

The Government may designate the Pantex Management and Operating Contractor as Technical Monitor for any right, duty or interest in this contract. In that event, the contractor shall fully cooperate with the Pantex Management and Operating Contractor for all matters under the terms of the designation.
- (b) Appropriate adjustments may be made to the Contractor's Subcontracting Plan to recognize the changes to the subcontracting base and goals.