

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CC	ACT ID CODE AC	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. M059	3. EFFECTIVE DATE See Block 16.c	4. REQUISITION/PURCHASE REQ. NO. NOPR		5. PROJECT NO. (If applicable)	
6. ISSUED BY 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, L.L.C. P.O. Box 2009 MS 8014 Oak Ridge, TN 37831-8014		()	9A. AMENDMENT OF SOLICITATION NO.		
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)		
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22800		
			10B. DATED (SEE ITEM 13) August 31, 2000		
CODE	FACILITY CODE				

11. THIS ITEM 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)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	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

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) Ron Wessel Director, Office of Prime Contract		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) William W. Wistrom Contracting Officer	
15B. CONTRACT/OFFEROR BY <u> Ron Wessel </u> (Signature of person authorized to sign)	15C. DATE SIGNED <u> 2/13/03 </u>	16B. UNITED STATES OF AMERICA BY <u> William Wistrom </u> (Signature of Contracting Officer)	16C. DATE SIGNED <u> 2/13/03 </u>

The purpose of this modification is to delete Clause H.20 and replace it with the following as directed by NNSA Headquarters.

Clause H.20 is deleted and replaced with the following:

H.20 PERFORMANCE DIRECTION

- (a) The contractor is responsible for the management, integration, and operation of the site in accordance with the Terms and Conditions of the contract, duly issued Work Authorizations (WAs), and written guidance provided by the Contracting Officer and the Contracting Officer's Representative (COR). NNSA is responsible for establishing the work to be accomplished, the applicable standards and requirements to be met, and overseeing the work of the contractor. The contractor will use its expertise and ingenuity in contract performance and in making choices among acceptable alternatives to most effectively and efficiently accomplish the work called for by this contract.
- (b) Only the Contracting Officer may assign, modify, and priority rank WAs.
- (c) (1) The Contracting Officer and the NNSA Administrator will designate, in writing, specific NNSA employees as CORs with the authority to issue Performance Direction to the contractor. CORs are authorized to act within the limits of their delegation letter. A copy of each letter will be provided to the contractor. COR functions include technical monitoring, inspection, and other functions of a technical nature not involving a change in the scope, cost, or Terms and Conditions of the contract.
- (2) The contractor must comply with written Performance Directions that are signed by the COR and :
- (i) Redirect the contract effort, shift work emphasis within a work area or a WA, require pursuit of certain lines of inquiry, further define or otherwise serve to accomplish the Statement of Work (SOW), or
 - (ii) Provide information that assists in the interpretation of drawings, specifications, or technical portions of the work description.
- (3) Performance Direction shall not:
- (i) authorize the contractor to exceed the funds obligated on the contract,
 - (ii) authorize any increased cost or delay in delivery in a WA;
 - (iii) entitle the contractor to an increase in fee;
 - (iv) change any of the terms or conditions of the contract; or
 - (v) interfere with the Contractor's rights under the terms and conditions of the Contract

- (d) (1) The contractor shall only accept Performance Direction that is provided in writing by a COR and that is within the SOW and a WA.
- (2) The COR is authorized to review and approve technical reports, drawings, specifications, and technical information delivered by the contractor.
- (e) (1) The contractor shall promptly comply with each duly issued Performance Direction unless the contractor reasonably believes that the Performance Direction violates this clause. If the contractor believes the Performance Direction violates this clause, the contractor shall suspend implementation of the Performance Direction and promptly notify the Contracting Officer of its reasons for believing that the Performance Direction violates this clause. The contractor shall confirm these reasons in writing to the Contracting Officer within five workdays from receipt of the Performance Direction.
- (2) The Contracting Officer shall determine if the Performance Direction is within the SOW and WA. This determination will be issued in writing and the Contractor shall promptly comply with the Contracting Officer's direction. If it is not within the SOW and WA, the Contracting Officer may issue a change order pursuant to the Changes clause.
- (f) The parties agree to maintain full and open communication at all times, and on all issues affecting contract performance, during the term of this contract.

(End of Clause)