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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. COI | ACT ID CODE AC | PAGE OF PAGES 1 2 | |
| 2. AMENDMENT/MODIFICATION NO. M085 | 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 | | () <input type="checkbox"/> | 9A. AMENDMENT OF SOLICITATION NO. | | |
| | | | 9B. DATED (SEE ITEM 11) | | |
| | | X | 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)
N/A

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

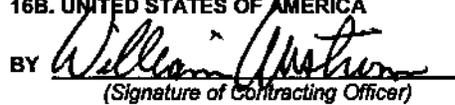
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|--------------------------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A. |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | 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: |
| 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

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.

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|---|------------------------------------|---|------------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) Scott Baker Division Manager, Contracts and Special Initiatives | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) William W. Wistrom Contracting Officer | |
| 15B. CONTRACT/OFFEROR | 15C. DATE SIGNED 4-22-04 | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED 4/23/04 |
| BY  (Signature of person authorized to sign) | | BY  (Signature of Contracting Officer) | |

The purpose of this modification is to revise a portion of section C.2 WORK REQUIREMENTS of the contract.

Paragraph 5.2.1 Environmental Program is deleted and replaced with the following:

5.2.1 Environmental Program

The Contractor shall provide programs to ensure compliance with applicable laws, regulations, and DOE Orders, including but not limited to, the Clean Water Act, Clean Air Act, Resource Conservation and Recovery Act, and National Environmental Policy Act. The Contractor shall be responsible for day-to-day interactions with regulatory agencies regarding permit and environmental compliance related issues, including negotiating and paying fines and penalties it incurs. Per Section I, fines and penalties are not considered allowable costs. The Contractor shall be responsible for obtaining and maintaining necessary permits and submitting reports required by permits. Environmental monitoring and surveillance programs shall be established and maintained to support compliance activities.

The Contractor shall manage and perform waste management activities to support plant operations, including waste minimization/pollution prevention, recycling, waste characterization, treatment, storage, and disposal. Wastes to be managed by the Contractor include, but are not limited to, sanitary waste, hazardous waste, PCB waste, radioactive waste, and mixed waste.

The contractor shall assist DOE in technical document reviews, programmatic logistical support, and coordination of the Agreement in Principle with the State of Tennessee and other grant or cooperative agreement activities as defined by DOE.