

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 0008	3. EFFECTIVE DATE 07/03/2014	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NNSA/Business Services Division U.S. Department of Energy Business Services Division P.O. Box 5400 Albuquerque NM 87185-5400	CODE 05001	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) CONSOLIDATED NUCLEAR SECURITY LLC Attn: JOHN E. POTTS 5275 WESTVIEW DRIVE FREDERICK MD 217038306		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0001942	
		10B. DATED (SEE ITEM 13) 01/08/2013	
CODE 078390708	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 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 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) Supplemental Agreement, Clause H-10, and Clause I-11 FAR 52.250-1

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 1 _____ 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

Period of Performance: 01/08/2013 to 04/30/2023

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

15A. NAME AND TITLE OF SIGNER (Type or print) James R. Haynes, CEO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Leticia Y. Barela
15B. CONTRACTOR/OFFEROR [Redacted]	16B. UNITED STATES OF AMERICA [Redacted]
15C. DATE SIGNED 7 July 2014	16C. DATE SIGNED 7 July 2014

1. PURPOSE: The purpose of this modification is to:
 - a. PART I – The Schedule, Section H, Special Contract Requirements
 - i. H-10 DEFINITION OF UNUSUALLY HAZARDOUS OR NUCLEAR RISK AND OTHER TERMS AS USED IN FAR CLAUSE 52.250-1, INDEMNIFICATION UNDER PUBLIC LAW 85-804 (ALTERNATE I – APR 1984), is added in its entirety and;
 - b. PART II – Contract Clauses, Section I, Contract Clauses
 - i. I-11 FAR 52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) ALTERNATE I (APR 1984), paragraphs (j), (k), and (l) are deleted in their entirety.

As a result of this action, the contract is modified in the following particulars:

2. CHANGES TO THE BASIC CONTRACT. The changes to the contract are as follows:

- a. **PART I – The Schedule, Section H, Special Contract Requirements**

- (i) H-10 DEFINITION OF UNUSUALLY HAZARDOUS OR NUCLEAR RISK AND OTHER TERMS AS USED IN FAR CLAUSE 52.250-1, INDEMNIFICATION UNDER PUBLIC LAW 85-804 (ALTERNATE I – APR 1984), is added in its entirety as follows:

“H-10 DEFINITION OF UNUSUALLY HAZARDOUS OR NUCLEAR RISK AND OTHER TERMS AS USED IN FAR CLAUSE 52.250-1, INDEMNIFICATION UNDER PUBLIC LAW 85-804 (ALTERNATE I – APR 1984)

- a. The term “a risk defined in this contract as unusually hazardous or nuclear” as used in the current contract 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, 42 U.S.C. § 2210) arising from actions or inactions in the course of the following work performed by the Contractor under this contract:

- (1) Support of DOE’s Accident Response Group activities outside the United States;
 - (2) Training and advising a foreign government’s Accident Response Group outside the United States.
 - (3) Conducting Joint Technical Operations Team activities outside the United States;
 - (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 (i) through (iii):

- (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, and Kazakhstan, 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 Environmental, Industrial and Nuclear Supervision Service of Russia to Cooperate on National Protection, Control, and Accounting of Nuclear Materials (June 30, 1995), as extended and amended;
 - (II) Implementing Arrangement between the Department of Energy of the United States of America and the Ministry of Industry and New Technologies of the Republic of Kazakhstan for Cooperation in the Field of Nuclear Material Safeguards and Security (November 23, 2011)
 - (III) 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, amended and extended;
 - (IV) Agreement Between the United States of America and Ukraine Concerning Assistance to Ukraine in the Elimination of Strategic Nuclear Arms, and the Prevention of Proliferation of Weapons of Mass Destruction (October 25, 1993), as amended and extended;
 - (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 30 January 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 30 June 1995; and

- (VII) Protocol between the Government of the United States of America and the Government of the Russian Federation to the Framework Agreement on a Multilateral Nuclear Environmental Programme in the Russian Federation of May 21, 2003 (dated June 14, 2013), and any extension or modification thereof.
 - (VIII) Agreement between the Government of the United States of America and the Government of the Russian Federation Regarding Cooperation under the Framework Agreement on a Multilateral Nuclear Environmental Programme in the Russian Federation of May 21, 2003 and the June 14, 2013 Protocol Between the Government of the United States of America and the Government of the Russian Federation to the Framework Agreement on a Multilateral Environmental Programme in the Russian Federation of May 21, 2003 (June 14, 2013)
- (5) Activities on behalf of the Department of Energy involving the supply or return of enriched uranium in a nonproliferation effort on behalf of the United States, as described in (i) through (ii):
- (i) Supply of non-commercial grade uranium (typically enriched to greater than five (5) percent of the uranium-235 isotope) to authorized foreign entities for nonproliferation purposes, including but not limited to the supply of non-commercial grade uranium under the Reduced Enrichment for Research and Test Reactors program. Supply activities include project planning and management, material processing, packaging, loading, transportation planning, delivery and monitoring; and
 - (ii) Assistance in the Department of Energy's activities outside the United States under the Global Threat Reduction Initiative to remove and/or return noncommercial grade uranium (typically enriched to greater than five (5) percent of the uranium-235 isotope) to the United States or to another country for its disposition or protection. Assistance includes project planning and management, material loading, observation, container leak testing and tamper indicating device applications, technical support, and transportation and packaging support.
- (6) 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;
 - (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; and
 - (viii) Other nonproliferation work relating to weapons-useable nuclear material.
- (7) As requested or approved by the President of the United States, the Secretary of Energy, the Deputy Secretary, or the Under Secretary for Nuclear Security, non-proliferation, emergency response, antiterrorism activities, or critical national security activities that involve the use, detection, identification, assessment, control, containment, assembly, dismantlement, characterization, packaging, transportation, movement, storage, or disposal of nuclear, radiological, chemical, biological, or

explosive materials, facilities and/or devices; provided that the activity relates to materials that are weapons usable or otherwise have the potential for mass destruction and further provided that the request or approval specifically makes the indemnity provided by this clause applicable to that particular activity.

b. The unusually hazardous or nuclear risks described above are indemnified to the extent that they 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.

c. Additional Definition of Terms

- (1) As used in this H-10 clause, the term "nuclear materials" 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.
- (2) As used in Clause I-11, entitled FAR 52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) (ALTERNATIVE I)(APR 1984)
 - (i) the term "Contractor," except as used in paragraphs (a) and (e) of I-11 FAR 52.250-1 means:
 - I. Consolidated Nuclear Security, LLC (Consolidated Nuclear Security or CNS),
 - II. Consolidated Nuclear Security member companies: Bechtel National, Inc., Lockheed Martin Services, Inc., ATK Launch Systems Inc. and SOC LLC, the parents companies and the affiliates of each, and
 - III. 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 Consolidated Nuclear Security, 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, Consolidated Nuclear Security, under this Contract;

- (ii) the term “Contractor” as used in paragraphs (a) and (e) of Clause I-11 means Consolidated Nuclear Security, LLC;
- (iii) the term “Contractor’s business” means the management and operation of Y-12 National Security Complex (Y-12), Pantex Plant (Pantex), and Savannah River Tritium Operations (SRTO) (if option is exercised) for the Department of Energy/NNSA under this contract;
- (iv) 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” mean Y-12, Pantex and SRTO (if option is exercised) facilities located at Oak Ridge, Tennessee, Amarillo, Texas, and Aiken, South Carolina, respectively;
- (v) the term “agency head” as used in this clause means the Secretary of Energy; and
- (vi) the term “affiliate” as used in this clause means the member companies of Consolidated Nuclear Security (Bechtel National, Inc., Lockheed Martin Services, Inc., ATK Launch Systems, Inc., and SOC LLC), as well as companies, other than Consolidated Nuclear Security, that directly or indirectly, own or are owned or otherwise control or are controlled by the member companies of Consolidated Nuclear Security.

b. PART II – Contract Clauses, Section I, Contract Clauses

- (i) I-11 FAR 52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) ALTERNATE I (APR 1984) SEE NOTE **, paragraphs (j), (k), and (l) are deleted in their entirety.

3. All other terms and conditions remain unchanged.