

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. 0185	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NNSA M&O Contracting Branch NA-APM-131 Albuquerque Complex P.O. Box 5400 Albuquerque NM 87185-5400	CODE 892332	7. ADMINISTERED BY (if other than Item 6) NNSA Production OFC NA-NPO P.O. Box 2050 Oak Ridge TN 37830	CODE 05047
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Consolidated Nuclear Security, LLC Attn: Michael Vermeulen 301 Bear Creek Road Oak Ridge TN 37830		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 078390708 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0001942	
		10B. DATED (SEE ITEM 13) 01/08/2013	

**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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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 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) Mutual Agreement of the Parties

**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.)  
The purpose of this modification is to add CLIN 0003 Capital Construction Projects. As a result of this modification the following items are changed updated or revised:  
a) Section B-Supplies or Services and Prices/Costs  
b) Section B-1, Contract Type and Value  
c) Clause B-2 Contract Fee Structure  
d) Clause B-3 Single Fee  
e) Add Clause B-9 Capital Construction Projects Fee Plan  
f) Section G-1 Government Contact & Correspondence Procedures  
g) Clause H-8 Construction Projects  
h) Section J, Appendix A SOW

Continued ...

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) Morgan N. Smith, President and Chief Executive Officer	15B. CONTRACTOR/OFFEROR [Redacted]	15C. DATE SIGNED 12/2/201	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Raymond E. Cruz, Jr.	16B. DATE SIGNED 12/3/2019
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Previous edition unusable

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-NA0001942/0185

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NAME OF OFFEROR OR CONTRACTOR  
Consolidated Nuclear Security , LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00015	Payment: OR for Oak Ridge/OSTI U.S. Department of Energy Oak Ridge Office Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831 FOB: Destination Period of Performance: 07/01/2014 to 09/30/2021 Add Item 00015 as follows: CLIN 0003 Capital Construction Projects Obligated Amount: \$0.00				0.00

1. **PURPOSE:** By the parties' agreement, this modification incorporates changes necessary to add CLIN 0003 for Capital Construction Projects and any other construction projects the parties mutually agree on, and to revise Clause H-8 for Consolidated Nuclear Security, LLC (CNS) Contract No. DE- NA0001942.

2. **CHANGES TO THE BASIC CONTRACT:** As a result of the parties' agreement, the contract is modified as follows:

**Part I, Section B – SUPPLIES OR SERVICES AND  
PRICES/COSTS**

(i) Section B, CLIN 0001C OPTION I TERM (1 OCT 2019 – 30 SEP 2021), CLIN 0001D OPTION II TERM (1 OCT 2021 – 30 SEP 2023), and CLIN 0001E OPTION III TERM (1 OCT 2023 – 30 JUN 2024) are modified as follows:

**CLIN 0001C OPTION I TERM (1 OCT 2019 – 30 SEP 2021)**

From:

Services being Acquired under this CLIN: If this option is exercised, the Contractor shall, in accordance with the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely complete all work in accordance with Section J, Appendix A, Statement of Work, except for the work covered by CLIN 0001 and CLIN 0002. The fee available is:

To:

Services being Acquired under this CLIN: Pursuant to the exercise of this option via Modification No. 0130 dated March 29, 2018, the Contractor shall, in accordance with the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely completing all work in accordance with Section J, Appendix A, Statement of Work, except for the work covered by CLIN 0001H, CLIN 0002 and CLIN 0003. This CLIN includes construction projects other than: (1) Capital Construction Projects as defined in Clause H-8 of this Contract, and (2) any other construction projects the parties mutually agree will be performed under CLIN 0003. The fee available under CLIN 0001C is:

**CLIN 0001D OPTION II TERM (1 OCT 2021 – 30 SEP 2023)**

From:

Services being Acquired under this CLIN: If this option is exercised, the Contractor shall, in accordance with the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely complete all work in accordance with Section J, Appendix A, Statement of Work, except for the work covered by CLIN 0001 and CLIN 0002. The fee available is:

To:

Services being Acquired under this CLIN: If this option is exercised the Contractor shall, in accordance with the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely completing all work in accordance with Section J, Appendix A, Statement of Work, except for

the work covered by CLIN 0001H, CLIN 0002 and CLIN 0003. This CLIN includes construction projects other than: (1) Capital Construction Projects as defined in Clause H-8 of this Contract, and (2) any other construction projects that the parties mutually agree will be performed under CLIN 0003. The fee available under CLIN 0001D is:

**CLIN 0001E OPTION III TERM (1 OCT 2023 – 30 JUN 2024)**

From:

Services being Acquired under this CLIN: If this option is exercised, the Contractor shall, in accordance with the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely complete all work in accordance with Section J, Appendix A, Statement of Work, except for the work covered by CLIN 0001 and CLIN 0002. The fee available is:

To:

Services being Acquired under this CLIN: If this option is exercised the Contractor shall, in accordance with the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely completing all work in accordance with Section J, Appendix A, Statement of Work, except for the work covered by CLIN 0001H, CLIN 0002 and CLIN 0003. This CLIN includes construction projects other than: (1) Capital Construction Projects as defined in Clause H-8 of this Contract, and (2) any other construction projects that the parties mutually agree will be performed under CLIN 0003. The fee available under CLIN 0001E is:

(ii) Insert *CLIN 0003 CAPITAL CONSTRUCTION PROJECTS* in Section B as follows:

**CLIN 0003 CAPITAL CONSTRUCTION PROJECTS**

The Contractor shall, in accordance with the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services (except as may be furnished by the Government) and otherwise do all things necessary for, or incidental to, the efficient, effective, and safe management and/or performance of Capital Construction Projects (as defined in Clause H-8 of this Contract) under DOE O 413.3 , and any other construction projects the parties mutually agree will be performed under this CLIN 0003. Each CLIN 0003 Capital Construction Project shall be identified hereunder as a Sub-CLIN and incorporated into CLIN 0003 via contract modification. The cost and fee associated with each Sub-CLIN established under CLIN 0003 shall be accounted for and reported separately and shall be completely severable from all other parts of this Contract.

(iii) Section B-1, *CONTRACT TYPE AND VALUE*, is modified as follows:

From:

This is a Performance Based Contract for the Management and Operation of DOE/NNSA facilities governed by FAR 17.6, DEAR 917.6, and DEAR 970. It is a Management and Operating (M&O) cost-reimbursement Contract with terms for a Fixed Fee, Award Fee, and Cost Savings Incentive Fee for CLIN 0001 and terms for a Fixed Fee and Incentive Fee for CLIN 0002.

To:

This is a Performance Based Contract for the Management and Operation of DOE/NNSA facilities governed by FAR 17.6, DEAR 917.6, and DEAR 970. It is a Management and Operating (M&O) cost-reimbursement Contract with terms for a Fixed Fee, Award Fee, and Cost Savings Incentive Fee for CLIN 0001, and terms for a Fixed Fee and Incentive Fee for CLIN 0002. The contract types and values under CLIN 0003 shall be established as each Sub-CLIN is awarded under CLIN 0003.

(iv) Insert paragraph (c), *Fee Structure for CLIN 0003*, under Clause B-2 *CONTRACT FEE STRUCTURES* as follows:

(c) *Fee Structures for CLIN 0003 Capital Construction Projects*

The fee structure(s), and associated terms and conditions established under CLIN 0003 will be determined when each Sub-CLIN is awarded.

(v) Insert paragraph (c) *For CLIN 0003*, under Clause B-3 *SINGLE FEE* as follows:

- (c) *For CLIN 0003*. If the Contractor is part of a consortium, joint venture, and/or other Contractor Team Arrangement as defined in FAR 9.601, the team shall share in the CLIN 0003 fee as negotiated in accordance with Section B, B-2; Contract Fee Structures. Separate additional subcontractor fees for individual team members will not be considered an allowable cost under the Contract. If a subcontractor or lower-tier subcontractor is a wholly owned, majority owned, or affiliate of any team member, the allowability of any fee or profit paid to such entity will subject to the approval of the Contracting Officer and the provisions of DEAR 970.4402-3.

(vi) Insert Clause B-9 into Section B as follows:

### **B-9 CAPITAL CONSTRUCTION PROJECTS FEE PLAN**

A Capital Construction Project Fee Plan will be developed, with Contractor input, for each Sub-CLIN awarded under CLIN 0003. Although the detail and content incorporated into each Fee Plan may vary based on the cost and fee structure agreed upon for a given Sub-CLIN, each Sub-CLIN Fee Plan shall document the process by which the Contractor's performance will be evaluated; the amount of available fee and (when applicable) the allocation of fee to mutually agreeable project cost and/or schedule milestones; the conditions precedent to the submission of fee payment requests by the Contractor; the Government's fee determination process; and any provisions or conditions that would result in an adjustment to otherwise earned fee. The parties will work collaboratively to establish mutually acceptable Fee Plans and, in the event the Parties cannot come to agreement on the Fee Plan for any Sub-CLIN, the Department of Energy, National Nuclear Security Administration reserves the unilateral right to make the final decision, including changes thereto, on all performance objectives, goals, and measures and the methodology used to evaluate Contractor performance.

### **Part I, Section G – CONTRACT ADMINISTRATION DATA**

(vii) Insert paragraph (a) (3) under G-1 GOVERNMENT CONTACTS & CORRESPONDENCE PROCEDURES, as follows:

(a)

(3) The Construction and Specialty Acquisition Branch Administrative Contracting Officer (ACO) is primarily responsible for all contractual and administrative matters related to CLIN 0003. The cognizant ACO for the administration of each Sub-CLIN will be identified therein. The Construction and Specialty Acquisition Branch ACO can be reached at:

Administrative Contracting Officer  
U.S. Department of Energy/NNSA  
Construction and Specialty Acquisition  
Branch Albuquerque Complex  
P.O. Box 5400  
Albuquerque, NM 87185-5400

(4) The Procuring Contracting Officer (PCO) is responsible for all Contractual actions required to be taken by the Government under the terms of this Contract. The PCO can be reached at:

Procuring Contracting Officer  
U.S Department of  
Energy/NNSA M&O  
Contracting Branch  
Albuquerque Complex  
PO Box 5400  
Albuquerque NM 87185-5400

## **Part I, Section H – SPECIAL CONTRACT REQUIREMENTS**

(viii) H-8 CONSTRUCTION PROJECTS, is replaced in its entirety as follows:

### **H-8 CONSTRUCTION PROJECTS**

- a) For each construction project performed under CLIN 0003, the Contractor agrees that the NNSA will incorporate, by mutual agreement, appropriate Sub-CLIN specific construction terms and conditions into the M&O Contract concurrent with the award of each Sub-CLIN for the completion of that project that are not otherwise contained in the M&O Contract. The Sub-CLIN will also include specific work requirements (e.g. project title, description of work, delivery schedule (to include major milestones and/or completion dates), in accordance with DOE O 413.3 and other applicable DOE Orders. When deemed appropriate, the NNSA may also identify requirements applicable to work performed under CLIN 0001 (e.g., portions of DOE O 413.3) that would not apply to a given Sub-CLIN.
- b) Capital Construction Projects are defined, for the purposes of this Contract, as construction projects which are anticipated to exceed a total of \$50M for all design and construction costs.
  - (1) The Contracting Officer may direct the Contractor to manage and/or perform Capital Construction Projects, or any portion thereof, under CLIN 0003 as they arise. The Contractor agrees to enter into good-faith negotiations with the Government to establish mutually agreeable terms and conditions that will apply to each Capital Construction Project. However, if the Parties cannot reach mutual agreement, the Contracting Officer may withdraw the direction to manage and/or perform a particular Capital Construction Project or, (2) direct the Contractor to proceed with the management and/or performance of the Capital Construction Project in accordance with specified terms and conditions via a unilateral contract modification. If the contractor is directed to proceed as stated above, the Contractor may be entitled to an equitable adjustment in accordance with the terms of the Contract. If the Parties are unable to agree on a request for equitable adjustment submitted by the Contractor, the matter shall be treated as a dispute under the Disputes Clause of this Contract and the Contractor shall diligently proceed with the management and/or performance of the Capital Construction Project pending the final outcome of the dispute.
- c) Construction projects that do not meet the definition of Capital Construction Projects provided in paragraph (b) of this clause, are within the scope of CLIN 0001 and shall be performed or managed by the Contractor as directed by the Government. The Government may engage with the Contractor to determine whether a construction project that is within the scope of CLIN 0001 may be suitable for performance under CLIN 0003. If the parties agree that a construction project not meeting the definition of a Capital Construction Project may be performed under CLIN 0003, the Parties shall establish the Sub-CLIN in accordance with the provisions of paragraphs a), and b), above and Section B-9 of this Contract.
- d) For construction projects performed under CLIN 0001, appropriate construction terms and conditions necessary for the completion of that project, and not otherwise contained in the M&O Contract, will be incorporated into the Contract or a work authorization, as appropriate. The work authorization will also include specific work requirements in accordance with applicable DOE Orders and the Contract's Section I clause entitled "DEAR 970.5211-1, Work Authorization."

**Part III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

(ix) Section J, Appendix A, CHAPTER II. Work Scope Structure is modified by updating section 1.1.3 Readiness in Technical Base and Facilities (RTBF):

From:

(iii) Project Management

(A) The Contractor shall perform design and construction activities for all projects under \$10M (Expense and General Plant Projects). New projects over \$10M, including Expense and Line Item, may be included if determined by the NNSA to be in the Government's best interest.

To:

(iii) Project Management

(A) The Contractor shall perform design and construction activities for all projects under \$20M (Expense and General Plant Projects). New projects over \$20M, including Expense and Line Item, may be included if determined by the NNSA to be in the Government's best interest.

As a result of this modification all other terms and conditions remain unchanged.

- - - End of contract modification - - -