AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE 1 OF 10 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.
M093	See Block 16C	WPAS-NOPR	

6. ISSUED BY CODE

National Nuclear Security Administration
Nevada Operations Office
P.O. Box 98518
Las Vegas, NV 89193-8518

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (*No, street, county, State and ZiP Code*)

Bechtel Nevada
P.O. Box 98521
Las Vegas, NV 89193-8521

CODE FACILITY CODE

(√) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (*SEE ITEM 11*)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AC08-96NV11718**

10B. DATED (*SEE ITEM 13*) 01/01/96

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 © 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:
Contract Clause I.80 970.5204-11 CHANGES (APR 1984)

D. OTHER (*Specify type of modification and authority*)

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

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

This modification incorporates clause H. 48, entitled, "DEAR 970.5204-XX Integration of Safeguards And Security Into Work Planning And Execution," into Part I, Section H. This modification also deletes Contract Clause H.44, entitled, "Travel Restrictions," per Department of Energy Acquisition Letter No. AL 2002-02, dated January 8, 2002, which states that a statuary ceiling has not been imposed on the U.S. Department of Energy's reimbursement of contractor travel. In addition, Contract Clauses C.2, H.3 and H.37 are modified to correct the reference of the technical direction clause from H.24 to I.130. Further, Section J, Appendix A, entitled, "Advance Understandings Human Resources For Profit Contractors," is modified to incorporate Reimbursement Authorization Numbers A-18 and A-19 concerning paid time off (PTO) maximum accrual and job classifications and salary ranges, respectively.
All other terms and conditions remain unchanged.

15A. NAME AND TITLE OF SIGNER (*Type or print*)		16. NAME AND TITLE OF CONTRACTING OFFICER (*Type or print*)	
		Melody C. Bell Contracting officer	
15B. CONTRACTOR/OFFEROR (*Signature of person authorized to sign*)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (*Signature of Contracting Officer*)	16C. DATE SIGNED

1. Clause H. 48, entitled, "DEAR 970.5204-XX Integration of Safeguards And Security Into Work Planning And Execution," is incorporated into Part I, Section H. Contract Clause H.48 is stated below in its entirety.

H.48 DEAR 970.5204-XX INTEGRATION OF SAFEGUARDS AND SECURITY INTO WORK PLANNING AND EXECUTION

(a) For the purposes of this clause safeguards and security encompasses all topical areas of safeguards and security (e.g., personnel, physical, information, nuclear safeguards, cyber security) and related cross-cutting areas (e.g., export control, classification, foreign visits and assignments, and foreign travel); and employees include subcontractor employees.

(b) In performing work under this contract, the contractor shall perform work securely, in a manner that ensures adequate protection for information, materials and equipment. The contractor shall exercise a degree of care commensurate with the work and the associated risk. The contractor shall ensure that management of safeguards and security functions and activities becomes an integral but visible part of the contractor's work planning and execution processes. The contractor shall, in the performance of work, ensure that:

(1) Each individual is directly responsible for following security requirements and contributing to secure missions and workplaces.

(2) Line management is directly responsible for the protection of the DOE assets. Appropriate risk analysis is performed prior to work being authorized. Residual risk must be accepted by line management and controls must be in place and verified prior to authorization of operations.

(3) Clear and unambiguous lines of authority and responsibility for ensuring safeguards and security must be established and maintained at all organizational levels within the Department and its contractors.

(4) Individuals must possess the experience, knowledge, skills, and abilities necessary to fulfill their responsibilities.

(5) Resources must be effectively allocated to address safeguards and security, programmatic, and operational considerations, realizing that achieving programmatic goals is a significant component of achieving safeguards and security. Protecting the DOE assets must be a priority whenever activities are planned and performed.

(6) Before work is performed, the associated risk must be evaluated, and an agreed-upon set of safeguards and security standards and requirements shall be established that, if properly implemented, will provide appropriate assurance that DOE assets, the worker, the public, and the environment are protected from adverse consequences.

(7) Administrative and engineering controls to prevent and mitigate risk must be tailored to the work being performed.

(c) The contractor shall manage and perform work in accordance with a documented Integrated Safeguards and Security Management System that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the contractor will:

(1) Define the Scope of Work. Missions are translated into work, potential requirements identified, expectations set, tasks identified and prioritized, related security assets identified, and resources allocated.

(2) Analyze the Risk. Risks associated with the work are analyzed to determine applicable requirements.

(3) Develop and Implement Security Measures. Measures and controls are tailored and implemented to mitigate risk. Residual risk is accepted by line management.

(4) Perform Work within Measures and Controls. Authorized security measures are in place and work is performed accordingly.

(5) Provide Feedback and Continuous Improvement. Feedback information on the adequacy of measures and controls is gathered. Opportunities for improving the definition and planning of work are identified and implemented. Best practices and lessons learned are shared.

(d) The contractor will establish, document, and implement safeguards and security performance objectives, performance measures, and commitments in response to DOE program and budget execution guidance while maintaining the integrity of the System. The System shall also describe how the contractor will measure system effectiveness.

(e) Resource needs shall be identified and funding allocated to most effectively meet the safeguards and security objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the contractor's business and program processes for programming, planning, budgeting and execution.

(f) The contractor shall comply with, and assist the Department of Energy in complying with, safeguards and security requirements of all applicable laws and regulations, and applicable directives identified in the clause of this contract on Laws, Regulations, and DOE Directives. The contractor shall cooperate with Federal and law enforcement agencies having jurisdiction over safeguards and security matters under this contract.

(g) The contractor shall promptly evaluate and resolve any noncompliance with applicable safeguards and security requirements and the System. If the contractor fails to provide resolution or if, at any time, the contractor's acts or failure to act causes loss or unauthorized disclosure of classified information or the loss or diversion of material or equipment required to be protected, the contracting officer may issue an order stopping work in whole or in part. Any stop work order issued by a contracting officer under this clause shall be without prejudice to any other legal or contractual rights of the Government. In the event that the contracting officer issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the contracting officer. The contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

(h) The contractor shall include a clause substantially the same as this clause in subcontracts involving safeguards and security activities. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause. Depending on the complexity and risks associated with the work, the contractor may require that the subcontractor submit an Integrated Safeguards and Security Management System for the contractor's review and approval.

2. Per Department of Energy Acquisition Letter No. AL 2002-02, dated January 8, 2002, a statuary ceiling has not been imposed on the U.S. Department of Energy's reimbursement of contractor travel. As such, Contract Clause H.44, entitled, "Travel Restrictions," is deleted. In addition, H.44 will be left as a place holder and labeled TBD.

3. Contract Clause C.2, entitled, "General Management Objectives," is modified by changing the reference to the Technical Direction clause from H.24 to I.130. Contract

Clause C.2 is stated below in its entirety.

C.2 GENERAL MANAGEMENT OBJECTIVES

DOE/NV support of the nation's nuclear weapons testing and various other technical missions produced a multifaceted infrastructure of highly trained personnel, facilities, and equipment which is refocused and sized to cost-effectively support nuclear stockpile stewardship and the other critical missions assigned to DOE/NV.

The Contractor in cooperation with DOE/NV shall work simultaneously in close working relationship with a wide variety of organizations, i.e. National Laboratories and other DOE integrated contractors, other Federal agencies, state and local agencies, private sector businesses, educational institutions, and the general public. The close working relationships between DOE integrated contractors is facilitated by formal arrangements whereby one DOE integrated contractor may provide technical direction (reference Clause I.130, "Technical Direction") to another DOE integrated contractor.

For the Stockpile Stewardship Mission, the Contractor is expected to recognize the importance of the historical, close working relationship with the National Laboratories that permits the successful accomplishment of Mission objectives. Since the details of these Mission objectives are almost always established and comprehensively understood on a scientific basis by the National Laboratories, and most often support broader Laboratory objectives, projects supported by the Contractor within the Stockpile Stewardship Mission, are most frequently accomplished by integrated contractor teams consisting of Laboratory and Contractor participants with complementary skills. Within the context of these teams, and to the extent consistent with this contract and with direction provided by the Contracting Officer or designee, DOE/NV draws on the best capabilities from each participating organization, assuring Mission success in the most cost effective manner possible. The Contractor is expected to organize, staff, and manage their assigned scope of work to optimize this approach and to meet all DOE/NV expectations.

Contractor support will be required to meet DOE/NVs programmatic responsibilities which are focused around, but not necessarily limited to, the following business lines: Defense Experimentation and Stockpile Stewardship; Nonproliferation and Emergency Response; Alternate Energy; Environmental Management; Special Nuclear Material Management; Work for Others; Support to the Yucca Mountain Project (YMP), and Support to DOE Headquarters.

Appropriate attention to environmental, safety, and health concerns is a DOE core value and a critical success factor in the DOE operations. Consequently, performance of work under this contract shall be planned and conducted in a

manner that is protective of the environment and the health and safety of employees and the public. The Contractor shall comply with applicable environmental, safety and health requirements including applicable Federal, state and local laws and regulations, DOE directives, applicable permitting and reporting requirements and appropriate industry consensus standards. The Department's Work Smart Standards Process, or acceptable alternative, will be used to review the scope of work and identify the Standards to govern the work in a safe, yet cost-effective manner. As the scope of work or requirements documents change, the Work Smart Standards Process, as delineated in DOE M 450.3, will be used to modify the standards that govern the work.

The Contractor shall maintain an ES&H site management plan which reflects the integration of environment, safety, and health considerations as an integral part of its mission execution. The plan shall detail how the Contractor and subcontractors will establish clear environmental, safety and health priorities and manage activities in proactive ways that effectively provide protection of the environment and to the public and worker safety and health.

The Contractor shall use incentives, productivity goals and performance measures to hold managers and workers accountable for performance and ensure that work is properly prioritized and accomplished in a safe, secure, environmentally sound and cost-effective manner.

The Contractor will be expected to challenge the status quo and alter existing paradigms in order to formulate and implement a wide variety of safe, innovative, entrepreneurial, and cost-effective management initiatives in support of the Department's contract reform goals. All work shall be conducted by the Contractor in a manner which is safe, promotes and improves productivity, enhances diversity, minimizes waste, and meets quality, technical, schedule, and budget requirements.

Much of the work will be performed in circumstances characterized by the need for rapid responses to constantly evolving mission requirements. Consequently, the Contractor will be expected to work with its partners and customers to understand future requirements and to plan for, lead, and manage change rather than merely respond to it. A part of this effort will be a requirement for managing a responsive, forward looking strategic planning capability with the ability to identify, plan for, and respond to increases or decreases in assigned missions or activity levels.

Assigned activities will be conducted or managed by the Contractor in the most cost-effective manner commensurate with established Departmental and environment, safety, and health requirements. Consequently, based upon the results of its own rigorously conducted analyses of the comparable costs of

performing work with its own staff versus utilizing the specialized skills of other organizations, it is anticipated that support subcontracting may be determined to be the preferred approach for accomplishing key portions of the contract work. The Contractor shall assure that to the maximum feasible extent, the subcontracts utilize such concepts as fixed price, cost plus incentive fee, cost-risk sharing arrangements, or other performance based incentives and measures.

The Contractor is to emphasize objective, measurable performance requirements and quality standards in selecting subcontractors, and measuring their performance. The subcontracting strategy shall provide for effective competition, assuring applications of best value concepts, and the maximum encouragement and utilization of small and small disadvantaged businesses in enthusiastic support of the Department's diversity goals.

The Contractor will be required to demonstrate an organizational commitment to the effective implementation of total quality management such that it results in continuous improvement in cost reduction and quality enhancement in the performance of assigned responsibilities.

Within the framework of these general management objectives, the Contractor shall manage, operate, provide services and maintain the facilities in accordance with work programs approved in writing by the Contracting Officer or designee and other written directions or instructions that may be provided by the Contracting Officer or designee.

Contractor has sole responsibility for specific assignment of personnel throughout their organization to accomplish the assigned scope of work and to achieve performance objectives, subject only to the notification requirements of Clause H.2 of this contract for "key personnel". It is recognized that changes in personnel and/or assignments for personnel may be prompted for a wide variety of reasons, including but not limited to the following:

(a) There is a continuing need to match technical and/or management skills of the staff against the dynamics of scope, schedule, and budget. This provides for optimizing performance.

(b) There is need from time-to-time to infuse new ideas and innovative thinking into challenging aspects of the work through new assignments.

(c) Highly motivated and capable personnel need to develop through new and varying challenges. Frequently such challenges are not available in current assignments.

(d) Maintaining the status quo in the workforce can, under some circumstances, lead to carelessness or sub-optimized production and

performance.

(e) Reassignments have proven to be an effective means for transfer of "lessons learned" from one operation to another.

Notwithstanding these factors and when making staffing changes, Contractor must consider the need for a stable workforce in the important missions that are sponsored by DOE/NV. This need is associated with unique technical and management aspects of these missions and the need to maintain an adequate staffing level within commensurate critical skill sets.

Contractor support of the Stockpile Stewardship program is of uniquely critical significance from the standpoint of national security. Therefore, consistent with the expectation for close communication and coordination among the Contractor, DOE/NV, and the National Laboratories as described in Clause I.130, "Technical Direction", the Contractor will make a good faith effort to communicate anticipated, significant changes in staffing or organizational structure as early as reasonably feasible.

4. Contract Clause H.3, entitled, "Withdrawal of Work," is modified by changing the reference to the Technical Direction clause from H.24 to I.130. Contract Clause H.3 is stated below in its entirety.

H.3 WITHDRAWAL OF WORK

(a) The Contracting Officer reserves the right to have any of the work contemplated by Section C, Statement of Work, of this Contract performed by either another Contractor or to have the work performed by Government employees.

(b) Work may be withdrawn: (1) in order for the Government to conduct pilot programs; (2) if the Contractors estimated cost of the work is considered unreasonable; (3) for less than satisfactory performance by the Contractor; or, (4) for any other reason deemed by the Contracting Officer to be in the best interests of the Government.

(c) If any work is withdrawn by the Contracting Officer, the Contractor agrees to fully cooperate with the new performing entity and to provide whatever support is required pursuant to Clause I.130, "Technical Direction".

5. Contract Clause H.37, entitled, "Technical Direction of Contractor's Teaming Subcontractors," is modified by changing the reference to the Technical Direction clause from H.24 to I.130. Contract Clause H.37 is stated below in its entirety.

H.37 TECHNICAL DIRECTION OF CONTRACTOR'S TEAMING SUBCONTRACTOR'S

(a) Contractor and its teaming partners, Lockheed Martin and Johnson Controls, have entered into a contractual relationship as Prime and Subcontractors to operate and manage the facilities and programs of the Department of Energy as specified in Section C of this contract on an integrated team basis. It is understood and agreed to by DOE and Contractor that technical direction to Contractor may be provided to appropriate personnel of Lockheed Martin and Johnson Controls by DOE pursuant to Clause I.130, "Technical Direction," and that such technical direction shall have the same effect, and be subject to the same limitations, as if provided directly to Contractor. Notwithstanding the foregoing, no privity of contract exists or is created between DOE and either Lockheed Martin or Johnson Controls by virtue of such rights of technical direction.

(b) Any personnel loaned or seconded to Contractor or its teaming subcontractors Lockheed Martin and/or Johnson Controls who are serving in applicable positions shall also be employees subject to technical direction by DOE in accordance with Clause I.130, "Technical Direction."

(c) Contractor shall include a provision in its subcontracts with Lockheed Martin and Johnson Controls to require each of them to take technical direction from DOE as appropriate in accordance with this provision and Clause I.130, "Technical Direction" of the prime contract.

6. Section J, Appendix A, entitled, "Advance Understandings Human Resources For Profit Contractors," is modified to incorporate the attached Reimbursement Authorization No. A-18 concerning paid time off (PTO) maximum accrual.

7. Section J, Appendix A, entitled, "Advance Understandings Human Resources For Profit Contractors," is modified to incorporate the attached Reimbursement Authorization No. A-19 concerning revised job classifications and salary ranges.

8. Modification M081 is modified by correcting the reference to Contract Clause I.133, entitled, "Community Commitment," in block 14, entitled, "Description of Amendment/Modification," on Standard Form 30.

(End of Modification)