

2. AMENDMENT/MODIFICATION NO. 0042	3. EFFECTIVE DATE See Block 16.c.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY NNSA Construction & Specialty Acquisition Branch, Construction Section, NA-APM 123.1 Albuquerque Complex P.O. Box 5400 Albuquerque, NM 87185	CODE	7. ADMINISTERED BY (If other than Item 6) NNSA Nevada Field OFC NA-00-NV P.O. Box 98518 Las Vegas, NV 89193	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) MISSION SUPPORT AND TEST SERVICES (MSTS), LLC	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0003624
FACILITY CODE	10B. DATED (SEE ITEM 13) 5/12/2017

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 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 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.**

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes FAR 43.103(a) bilateral modification
	D. OTHER (Specify type of modification and authority):

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.)

This modification incorporates the following:

Contract Line Item Number (CLIN) 0003 CAPITAL ASSET PROJECTS and revises the associated contract terms and conditions.

See Continuation Pages.

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) Mark W. Martinez, President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michelle D. Jordan, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 11 Jan 2019	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY  (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

Part I, Section B – SUPPLIES OR SERVICES AND PRICES/COSTS, is changed as follows:

- A. Section B-1 SERVICES BEING ACQUIRED, CLIN 0001 MANAGEMENT AND OPERATION OF THE NEVADA NATIONAL SECURITY SITE, first paragraph is revised to add a new last sentence as follows:**

CLIN 0001: MANAGEMENT AND OPERATION OF THE NEVADA NATIONAL SECURITY SITE

In accordance with the terms and conditions of this Contract, the Contractor shall 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 operation of the Nevada National Security Site (NNSS) and at satellite facilities located in North Las Vegas, Nevada; Nellis Air Force Base, Nevada; Andrews Air Force Base Suitland, Maryland; Santa Barbara, California; support offices for Lawrence Livermore National Laboratory in Livermore, California; Los Alamos National Laboratory in Los Alamos, New Mexico, and other locations as required. *This CLIN includes design and/or construction projects other than a Capital Asset Project(s) for which the parties have agreed to perform under a different fee structure pursuant to CLIN 0003.*

- B. Section B-1 SERVICES BEING ACQUIRED, is revised to add a new CLIN 0003 CAPITAL ASSET PROJECTS as follows:**

CLIN 0003: CAPITAL ASSET PROJECTS

- (a) When the parties agree that a Capital Asset Project, as defined in the Contract's DOE Order 413.3B "CLIN" (DOE O 413.3B) and having an estimated Total Project Cost greater than \$50 Million, will be performed pursuant to this CLIN, the Contractor shall, in accordance with the Statement of Work and all other applicable 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, effectively, efficiently, and safely, designing, executing and completing authorized design and/or construction of capital projects.
- (b) If the parties do not agree that a Capital Asset Project will be performed pursuant to this CLIN 0003, such projects will be performed under CLIN 0001 terms and conditions.
- (c) All authorized CLIN 0003 projects will be individually identified as SUB-CLINs. Such projects shall be bilaterally negotiated and added as SUB-CLINs via bilateral contract modifications which will consist of, without limitation, a detailed description of work, total project cost, delivery schedule (to include major milestones and/or completion date), utilizing an incentive fee(s) or firm-fixed price type conditions; and, appropriate clauses prescribed in the Federal Acquisition Regulation and/or the

Department of Energy Acquisition Regulation in effect at the time the both Parties agree on each SUB-CLIN.

- (1) Each SUB-CLIN under CLIN 0003 will be negotiated separately and will not be duplicative of the CLIN 0001 Fee (Base Fee and Award Fee) and Fixed Fee contained elsewhere within this Contract.
- (2) Appropriate architect/engineering and construction terms and conditions necessary for the completion of a Capital Asset Project, and not otherwise contained elsewhere under the Contract, will be incorporated and specified in the applicable bilateral contract modification for each SUB-CLIN. Such conditions added via the bilateral contract modification for each SUB-CLIN shall be applicable only to the specified SUB-CLIN(s).
- (3) Capital Asset Projects may be considered for inclusion as a SUB-CLIN under CLIN 0003 at any Critical Decision point (as defined in DOE O 413.3B) as the Parties may agree. If the Parties agree to consider the inclusion of a Capital Asset Project as a SUB-CLIN under CLIN 0003, the Parties agree to attempt to negotiate mutually acceptable pricing and other terms and conditions in good faith. If the Parties do not reach agreement after reasonable good faith negotiations for a particular Capital Asset Project, the Capital Asset Project shall remain under CLIN 0001 and shall continue to be subject to the existing terms and conditions of the Contract. The Parties may agree to reopen negotiations for a particular Capital Asset Project at any time prior to its completion.
- (4) For Contractor performance evaluation purposes, the Contractor's performance directly associated with CLIN 0003 will NOT be considered in evaluating Contractor performance under CLIN 0001.
- (5) The bilateral contract modification for each SUB-CLIN shall address specific work requirements, if any, contained in requirements set-forth in applicable DOE Orders and Work Authorization(s) issued pursuant to the Contract's Section I Clause entitled "DEAR 970.5211-1, *Work Authorization*."

C. Section B-2 CONTRACT TYPE AND VALUE is modified to insert a new paragraph (f) as follows:

For CLIN 0003 CAPITAL ASSET PROJECTS, the contract type for each authorized CLIN 0003 SUB-CLIN will be separately identified based on the contract type negotiated, such as Cost-Plus-Incentive-Fee (CPIF), Firm-Fixed Price (FFP), Fixed-Price-Incentive-Fee (FPIF) and Fixed-Price with Economic Price Adjustment (FP-EPA). The values of each CLIN 0003 SUB-CLIN project shall be separately identified. Each CLIN 0003 SUB-CLIN shall be sequentially numbered (e.g., SUB-CLIN 0001) and added to this Section via bilateral contract modification which shall specify the negotiated terms and conditions to include Project title, contract type, value, description of work, delivery schedule (to include major milestones and/or completion date), Programmatic Technical Requirements, and, associated terms and conditions necessary for the completion of the project and not otherwise contained in the Contract.

D. Section B-3 CONTRACT FEE STRUCTURES is modified to insert a new paragraph (e) as follows:

- (1) For CLIN 0003 CAPITAL ASSET PROJECTS, authorized CLIN 0003 SUB-CLINS which are Firm-Fixed Price type projects (which include a profit component), the associated payment conditions shall be separately identifiable.

E. Section G-1 GOVERNMENT CONTACTS AND PROCEDURES, paragraph (e) Contractual Correspondence/Matters is revised as follows:

(e) Contractual Correspondence/Matters

- (1) Correspondence involving contractual matters shall be addressed to the Administrative Contracting Officer (ACO), who is also primarily responsible for all contractual actions required to be taken by the Government under the terms of this Contract.

- (2) *For CLINs 0001 and 0002:* The ACO may be contacted at:

Darby Dieterich
U.S. Department of Energy/NNSA
Nevada Field Office
P.O. Box 98518, M/S 505
Las Vegas, NV 89193-8518
(702) 295-1560
Darby.dieterich@nnsa.doe.gov

- (3) (I) *For CLIN 0003:* The ACO may be contacted at:

Construction Section Manager
U.S. Department of Energy/NNSA
Construction and Specialty Acquisition Branch,
NA-APM-123.1 NNSA Albuquerque Complex
P.O. Box 5400
Albuquerque, NM 87185-5400

- (3) (II) *For CLIN 0003, SUB-CLIN(S): For each SUB-CLIN, the ACO's name, address and contact information will be added at the time of incorporating the SUB-CLIN(S) into the Contract.*

Part III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

F. Section J, Appendix A Statement of Work, Chapter II Work Scope Structure, Subsection 8.3 Construction Programs and Capital Equipment, is deleted in its entirety and replaced with the following:

8.3 Construction

- (a) The Contractor shall ensure the construction of facilities is safe, secure, reliable and cost effective. In doing so, the Contractor shall:
- (1) Perform design and construction activities for all projects as assigned;
 - (2) Adhere to project management requirements in accordance with DOE Order 413.3B, *Program and Project Management for the Acquisition of Capital Assets*, or its successor; only if applicable.
 - (3) Cooperate, collaborate, and interface with other NNSA Contractors to maximize efficiencies;
 - (4) Perform initial project development (for all projects regardless of dollar value), project management, design, and construction management activities in accordance with required DOE Orders; and
 - (5) Maintain project baselines, comply with required reporting, develop Documented Safety Analyses, if applicable; define quality requirements, ensure National Environmental Policy Act compliance, provide quarterly reports to the NNSA for assigned projects, support external reviews, and meet other requirements as defined in the Contract and as directed by the Contracting Officer.
- (b) The Contractor shall effectively use an Earned-Value/resource loaded Project Management System across the Site to deliver projects on schedule, within budget, and to meet mission performance. The Contractor shall provide design and risk analysis, value engineering, configuration management, conceptual designs, preliminary designs, material testing, and surveying in support of engineering designs (Title I); final designs and construction drawings (Title II); and as-built drawings pursuant to construction inspections, surveying, and material testing (Title III) services for activities supporting NNSA and its programmatic customers. The Contractor shall provide the skills necessary to accomplish this work to the safety and quality levels required for all facilities up to and including nuclear facilities, as applicable, while meeting agreed upon customer time constraints and milestones.

---End of Contract Modification---