

2. AMENDMENT/MODIFICATION NO. 0049 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 1 4  
 8. ISSUED BY CODE 05004 7. ADMINISTERED BY (If other than Item 8) CODE 05004

NNSA/Kansas City Site Office U.S. Department of Energy NNSA/Kansas City Site Office P.O. Box 410202 Kansas City MO 64141-0202  
 NNSA/Kansas City Site Office U.S. Department of Energy NNSA/Kansas City Site Office P.O. Box 410202 Kansas City MO 64141-0202

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HONEYWELL Attn: JOHN MURRAY P. O. BOX 419159 KANSAS CITY MO 641416159  
 9A. AMENDMENT OF SOLICITATION NO. (x) 9B. DATED (SEE ITEM 11)  
 X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0000622 10B. DATED (SEE ITEM 13) 09/30/2010  
 CODE 007119050 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) See Schedule

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

CHECK ONE X 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. Contract Section I-140, DEAR 970.5243-1 Changes (DEC 2000)  
 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.  
 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.)  
 The purpose of this modification is to incorporate changes agreed to since Modification 044. For specifics, see page 2.

Payment:  
 OR for NNSA  
 U.S. Department of Energy  
 Oak Ridge Financial Service Center  
 P.O. Box 5807  
 Oak Ridge TN 37831  
 Period of Performance: 10/01/2010 to 09/30/2013

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) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Christopher Gentile Resident Ralph B. Tennant II  
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 Christopher Gentile 7/3/2013 R.B. Tennant II 07/03/2013  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

1. Part II – Contract Clauses. The following Section I clause is revised and replaced in its entirety as follows:

**I-127 DEAR 970.5228-1 INSURANCE-LITIGATION AND CLAIMS (JUL 2013)**

- (a) The contractor must comply with 10 CFR part 719, Contractor Legal Management Requirements, if applicable.
- (b)
  - (1) Except as provided in paragraph (b)(2) of this clause, the contractor shall procure and maintain such bonds and insurance as required by law or approved in writing by the Contracting Officer.
  - (2) The contractor may, with the approval of the Contracting Officer, maintain a self-insurance program in accordance with FAR 28.308; provided that, with respect to workers' compensation, the contractor is qualified pursuant to statutory authority.
  - (3) All bonds and insurance required by this clause shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with sureties and insurers approved by the Contracting Officer.
- (c) The contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other bonds and insurance that are maintained by the contractor in connection with the performance of this contract and for which the contractor seeks reimbursement. If an insurance cost (whether a premium for commercial insurance or related to selfinsurance) includes a portion covering costs made unallowable elsewhere in the contract, and the share of the cost for coverage for the unallowable cost is determinable, the portion of the cost that is otherwise an allowable cost under this contract is reimbursable to the extent determined by the Contracting Officer.
- (d) Except as provided in paragraph (f) of this clause, or specifically disallowed elsewhere in this contract, the contractor shall be reimbursed—
  - (1) For that portion of the reasonable cost of bonds and insurance allocable to this contract required in accordance with contract terms or approved under this clause, and
  - (2) For liabilities (and reasonable expenses incidental to such liabilities, including litigation costs) to third persons not compensated by insurance without regard to the clause of this contract entitled "Obligation of Funds."
- (e) The Government's liability under paragraph (d) of this clause is subject to the availability of appropriated funds. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

- (f) (1) Notwithstanding any other provision of this contract, the contractor shall not be reimbursed for liabilities to third parties, including contractor employees, and directly associated costs which may include but are not limited to litigation costs, counsel fees, judgments and settlements—
  - (i) Which are otherwise unallowable by law or the provisions of this contract, including the cost reimbursement limitations contained in 48 CFR part 31, as supplemented by 48 CFR 970.31;
  - (ii) For which the contractor has failed to insure or to maintain insurance as required by law, this contract, or by the written direction of the Contracting Officer; or
  - (iii) Which were caused by contractor managerial personnel's—
    - (A) Willful misconduct;
    - (B) Lack of good faith; or
    - (C) Failure to exercise prudent business judgment, which means failure to act in the same manner as a prudent person in the conduct of competitive business; or, in the case of a non-profit educational institution, failure to act in the manner that a prudent person would under the circumstances prevailing at the time the decision to incur the cost is made.
- (2) The term “contractor’s managerial personnel” is defined in the Property clause in this contract.
- (g) (1) All litigation costs, including counsel fees, judgments and settlements shall be segregated and accounted for by the contractor separately. If the Contracting Officer provisionally disallows such costs, then the contractor may not use funds advanced by DOE under the contract to finance the litigation.
- (2) Punitive damages are not allowable unless the act or failure to act which gave rise to the liability resulted from compliance with specific terms and conditions of the contract or written instructions from the Contracting Officer.
- (3) The portion of the cost of insurance obtained by the contractor that is allocable to coverage of liabilities referred to in paragraph (f) of this clause is not allowable.

- (h) The contractor may at its own expense and not as an allowable cost procure for its own protection insurance to compensate the contractor for any unallowable or nonreimbursable costs incurred in connection with contract performance.
2. Part III – List of Documents, Exhibits, and Other Attachments. Section J Appendix A Statement of Work, Chapter II, Section 6.5 is modified and replaced with the following.
- 6.5 Emergency Response**  
The Contractor shall provide production and service support to the NNSA Office of Emergency Response, including fieldable tools, training devices, depot storage, equipment maintenance, device characterization, equipment procurement, life-cycle management, and field logistics, and HS&E Management System guidance and support.
3. Part III – List of Documents, Exhibits, and Other Attachments. Section J Appendix J, Key Personnel, is revised and replaced in its entirety with a new Appendix J (dated 06/18/13), attachment to this modification.
4. Part III – List of Documents, Exhibits, and Other Attachments. Section J Appendix N, List of Applicable Directives, is revised and replaced in its entirety with a new Appendix N (dated 06/18/13), attachment to this modification.
5. All other terms and conditions remain unchanged.

**SECTION J**

**APPENDIX J**

**KEY PERSONNEL**

**07/03/2013**

<b><u>TITLE</u></b>	<b><u>NAME</u></b>
President	Christopher C. Gentile
Vice President, Operations	Robin Stubenhofer
Director, Sr. Program Management	Rick Lavelock
Director, Integrated Supply Chain	Susan Schwamberger
Director, Engineering	Kurt Lorenzen
Director, Quality	David Schoenherr
Director, Information Technology	Rob Mandl
Director, Finance	Scott Aeilts
Director, Facilities, HS&E and Security	Don Fitzpatrick

**SECTION J****APPENDIX N****LIST OF APPLICABLE DIRECTIVES****06/18/2013**

<b>Directive</b>	<b>Directive Title</b>
10 CFR 824, Current Rule	Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations
10 CFR 830 - Current Rule	Nuclear Safety Management
10 CFR 851 - Current Rule	Worker Safety and Health Program
ANSI B30.11	Monorails and Underhung Hoists
ANSI N323A	Radiation Protection Instrumentation Test and Calibration Portable Survey Instrumentation, 1997
ANSI N43.2	Radiation Safety for X-Ray Diffraction and Fluorescence Analysis Equipment
ANSI N43.3	American National Standard for General Radiation Safety - Installations Using Non-Medical X-Ray and Sealed Gamma-Ray Sources, Energies up to 10 MeV
Disposition and Long-Term Stewardship Site Standard Dated 2/5/2010	Disposition and Long-Term Stewardship Site Standard Dated 2/5/2010
DOE Accounting Handbook	DOE Accounting Handbook (chapters) 1 Accounting Overview (revised 4/27/07) 4 Accounting Systems and Organization (revised 9/9/98) 5 Accounting for Obligations (revised 7/18/07) 6 Cash (revised 9/30/08) 7 Advances, Prepaid Expenses, and Other Assets (revised 4/17/07) 8 Receivables (revised 12/10/04) 9 Accounting for Inventory and Related Property (revised 4/16/07) 10 Property, Plant and Equipment (revised 4/30/09) 11 Liabilities (revised 3/6/07) 12 Inter-Entity Transactions (revised 9/7/06) 13 Reimbursable Work, Revenues and Other Collections (revised 3/15/2011) 15 Cost Accounting ((Original Issue) 16 Payroll Accounting (revised 9/2/08) 17 Transportation (revised 1/13/05) 21 Financial Close-out (revised 7/17/07)
DOE Annual Budget Call	DOE Annual Budget Call
DOE M 435.1-1, Chapter IV, para I & J	Radioactive Waste Management Manual
DOE M 481.1-1A, Chg 1	Reimbursable Work For Non-Federal Sponsors Process Manual
DOE M 483.1-1	DOE Cooperative Research & Development Agreements Manual
DOE O 130.1	Budget Formulation
DOE O 221.1	Reporting Fraud, Waste and Abuse to the Office of Inspector General

DOE O 350.2B	Use of Management and Operating or Other Facility Management Contractor Employees for Services to the DOE in the Washington DC Area
DOE O 412.1A	Work Authorization System
DOE O 414.1D, Attachment 3 Pages 1-2	Quality Assurance, Attachment 3, Pages 1-2, DOE-Wide Suspect/Counterfeit Item Prevention Process
DOE O 420.1C, Attachment 2, CRD, Chapter II, Fire Protection	Facility Safety, Attachment 2, Contractor Requirements Document, Chapter II, Fire Protection
DOE O 435.1 Chg 1	Radioactive Waste Management
DOE O 461.1B, Attachment 1	Packaging and Transfer for Offsite Shipment of Materials of National Security Interest Attachment 1
DOE O 475.1	Counterintelligence Program
DOE O 481.1C Admin Chg 1	Work for Others (Non Department of Energy Funded)
DOE O 483.1	DOE Cooperative Research & Development Agreements
DOE O 522.1	Pricing of Departmental Materials and Services
DOE O 534.1B	Accounting
DOE's Voluntary Protection Program, Parts I-IV Part I, Program Elements, October 1994 Part II, Procedures Manual, April 1995 Part III, Application Guidelines, October 1994 Part IV, Onsite Review Handbook, July 1995	DOE's Voluntary Protection Program, Parts I-IV Part I, Program Elements, October 1994 Part II, Procedures Manual, April 1995 Part III, application Guidelines, October 1994 Part IV, Onsite Review Handbook, July 1995
Energy and Environmental Sustainability Site Standard Rev 1 January, 2012	Energy and Environmental Sustainability Site Standard Rev 1 January, 2012
FM&T Worker Safety & Health Program, current KCSO Approved Document	FM&T Worker Safety & Health Program, current KCSO Approved Document
Counterintelligence Roles and Responsibilities (CI R&R) dated May 12, 2012	Counterintelligence Roles and Responsibilities (CI R&R) dated May 12, 2012
International Building Code / Latest Standard as of Project Authorization	International Building Code / Latest Standard as of Project Authorization
ISO 14001:2004	Environmental Management Systems Specifications
ISO 17025:2000	Standards and Calibration
ISO 9001:2008	Quality Management System Requirements
Kansas City Plant Site-Specific Maintenance Standard, March 23, 2012	Kansas City Plant Site-Specific Maintenance Standard, March 23, 2012
Kansas City Plant Standard for Radiological Release for Unrestricted Use 3/8/2011	Kansas City Plant Standard for Radiological Release for Unrestricted Use 3/8/2011

Kansas City Plant Facilities Engineering Site-Specific Project Management Standard March 23, 2012	Kansas City Plant Facilities Engineering Site-Specific Project Management Standard March 23, 2012
KCP Site Security Standard, Rev 11	Kansas City Plant Site Security Standard, Rev 11
NA SD M 452.3-1	Defense Programs Business Requirements and Process Manual
NFPA 1600 (Sections 5.1 thru 5.7, 6.1 thru 6.11, 7.1 thru 7.5, 8.1 & 8.2)	Standard for Disaster Emergency Management, 2010 Edition
NFPA 704	Standard System for the Identification of the Hazards of Materials for Emergency Response, 2007 Edition Chapter 5 Health Hazards
Production Accounting Handbook, October 2001	Production Accounting Handbook, Albuquerque Financial Service Center, October 2001
QA-5	Quality Assurance Program, Issue G dated November 2010
QC-1, Revision 10	Weapons Quality Policy
QP 100-1	Quality Plan No: 100-1 Date: April 10, 2008 Amendment No. 3
Weapons Quality Assurance Procedures Manual, March 30, 2009	Weapons Quality Assurance Procedures Manual, March 30, 2009

## Directive Deliverables

Deliverables	Reference	Reference Title
Deliverable: Annual Site Environmental Summary	DOE O 231.1B Chg 1, Attachment 1, Item 1 & Attachment 2	Environmental, Safety & Health Reporting
Deliverable Occupational Safety & Health Information	DOE O 231.1B Chg 1, Attachment 1, Item 2a & Attachment 3, Items 1 & 2	Environmental, Safety & Health Reporting
Deliverable Annual Fire Protection Summary Information	DOE O 231.1B Chg 1, Attachment 1, Item 2b & Attachment 3, Item 3	Environmental, Safety & Health Reporting
Deliverable Ionizing Radiation Exposure Information	DOE O 231.1B Chg 1, Attachment 1, Item 3 & Attachment 4	Environmental, Safety & Health Reporting
Deliverable: Occurrence Reporting	DOE O 232.2 Attachment 1 Para 1	Occurrence Reporting and Processing of Operations Information
Deliverable Radioactive Sealed Sources Information	DOE O 231.1B Chg 1, Attachment 1, Item 4 & Attachment 5	Environmental, Safety & Health Reporting
Deliverable: Operational Emergency Events and Conditions Reporting	DOE O 151.1C, Chapter V	Comprehensive Emergency Management System - Operational Emergency Events and Conditions
Deliverable: Initial Emergency Notifications	DOE O 151.1C, Chapter VIII, para 4.a (1) a-c	Comprehensive Emergency Management System - Communications Requirements
Deliverable: Emergency Status Updates	DOE O 151.1C, Chapter VIII, para 4.b	Comprehensive Emergency Management System - Communications Requirements

Deliverable: Emergency Readiness Assurance Plans	DOE O 151.1C, Chapter X, para 4.a	Comprehensive Emergency Management System - Emergency Readiness Assurance Plans
Deliverable: Delivery of Annual Privacy Act Training	DOE O 206.1	Department of Energy Privacy Program
Deliverable: Scientific Technical Information (STI) Reporting	DOE O 241.1B	Scientific and Technical Information Management -Scientific Technical Information (STI) Products and Announcements (AN)
Deliverable: Submission of Form F1300.2	DOE O 252.1A, Admin Chg 1, Attachment 1, para 4	Technical Services Program, VCS activities only
Deliverable: Ten Year Site Plan	DOE O 430.1B, Attachment 2, para 1	Real Property Asset Management
Deliverable: Facilities Information Management System Reporting	DOE O 430.1B, Attachment 2, para 3	Real Property Asset Management
Deliverable: Real Estate Reports	DOE O 430.1B, Attachment 2, para 4.a	Real Property Asset Management

(A) Implementation of applicable directives.

- (1) The Contractor shall submit an implementation plan to the Contracting Officer when required by the directive or other instruction of the Contracting Officer and within 60 days of the effective date of the Contract.
- (2) The Contracting Officer will approve or disapprove the plan and notify the Contractor of the decision. If the Contracting Officer disapproves the plan, he/she shall clearly identify all deficiencies and provide reasonable suggestions for making the plan acceptable. Within 30 days after notification of the disapproval of a plan, the Contractor shall submit to the Contracting Officer the revised plan for approval as described above.
- (3) During the process of implementation, the Contractor will notify the Contracting Officer if modifications to the plan are required for any reason. The Contracting Officer will consider all such requests and will not unreasonably withhold his/her approval to modify such plans when circumstances warrant modification.