

The purpose of this modification is to issue a change order revising the statement of work and to make certain other changes to the contract terms associated with the revised statement of work. These revisions are being made under the authority of the contract clause contained in Section I, entitled Changes – Cost Reimbursement (Aug 1987) – Alternate II (Apr 1984), Alternate III (Apr 1984), and Alternate IV (Apr 1984) and by mutual agreement of the parties.

The work described in this modification shall be performed using funds obligated under this contract, appropriated under the American Recovery and Reinvestment Act of 2009, Pub. L. 1115 (Recovery Act) and as such is subject to special statutory conditions.

The contractor shall begin work immediately. The contractor is authorized to incur costs not to exceed \$42,500,000.00, consistent with the other contract terms and conditions and pending definitization of this change.

Finally, provide incremental funding (specifically to be used for the accomplishment of Recovery Act work scope) in the amount of \$42,500,000. The total obligation has increased from \$212,882,808.64 to \$255,382,808.64 a net increase of \$42,500,000.00. The FY 09 budget authority (BA) has increased from \$255,129,237 to \$297,629,237 a net increase of \$42,500,000. All changes are noted by a vertical line in the right hand margin.

The following changes are hereby made to the contract:

1. Delete Section B, Supplies or Services and Prices/Costs and replace with the attached revised Section B, Supplies or Services and Prices/Costs incorporating the following general changes:

A. Paragraph B.2(b) is modified to add the following:

(7) CLIN 7 – American Recovery and Reinvestment Act (ARRA) Workslope:

- a. Sub-CLIN 7.1: ARRA workslope under Sub-CLIN 1.2 – Safe, Compliant Operations;
- b. Sub-CLIN 7.2: ARRA workslope under Sub-CLIN 1.3 – Analytical Laboratory Support;
- c. Sub-CLIN 7.3: ARRA workslope under Sub-CLIN 3.1 – Treatment Planning, Waste Feed Delivery, and WTP Transition; and
- d. Sub-CLIN 7.4: ARRA workslope under Sub-CLIN 3.3 – Immobilized High-Level Waste (IHLW) Storage and Shipping Facility Construction

B. Paragraph B.3(a) is modified to add the following:

Obligation of Funds. Pursuant to the Section I Clause entitled, FAR 52.232-22 Limitation of Funds, total funds in the amount of \$255,382,808.64 have been allotted for obligation and are available for payment of services provided from the effective date of the Notice to Proceed through September 30, 2013.

Of the total identified above, \$42,500,000 in Recovery Act funds have been allotted for obligation and are available for payment of services provided from the effective date of this modification through September 30, 2011. (Subject to Section I clause 52.216-24 Limitation of Government Liability).

C. Add the following paragraph B.3(c):

No fee shall be paid to the contractor for the Recovery Act work, including provisional, prior to the negotiation of any equitable adjustment in the fee and the subsequent modification of the contract to reflect the mutual agreement between the contractor and the Contracting Officer.

D. Revise Table B-4.1 Contract Cost and Contract Fee by adding CLIN 7, American Recovery and Reinvestment Act (ARRA) Workslope, and associated Sub-CLIN(s). Assign contract costs to FY09 – FY11 for Sub-CLIN(s) 7.1 – 7.4. The Total Contract Price has not increased as a result of this modification.

E. In accordance with Section B, clause B.14, DOE Authorization of Work you are hereby given work authorization for the following Sub-CLIN(s)

- Sub-CLIN – 3.3 Immobilized High-Level Waste (IHLW) Storage and Shipping Facility Construction;
- Sub-CLIN - 7.1 ARRA workscope under Sub-CLIN 1.2 – Safe, Compliant Operations;
- Sub-CLIN - 7.2 ARRA workscope under Sub-CLIN 1.3 – Analytical Laboratory Support;
- Sub-CLIN - 7.3 ARRA workscope under Sub-CLIN 3.1 – Treatment Planning, Waste Feed Delivery, and WTP Transition; and
- Sub-CLIN - 7.4 ARRA workscope under Sub-CLIN 3.3 – Immobilized High-Level Waste (IHLW) Storage and Shipping Facility Construction

2. Delete Section C, Description/Specifications/Statement of Work and replace with revised Section C, Description/Specifications/Statement of Work incorporating the following general changes:

A. Paragraph C.1.3 Scope Summary is modified to add the following:

CLIN 7 – American Recovery and Reinvestment Act (ARRA) Workscope

- ARRA workscope under Sub-CLIN 1.2 - Safe, Compliant Operations. Maintain and operate the Tank Farms, 242-A Evaporator, and supporting Tank Farm infrastructure. Perform all required project support functions (project management, integrated safety management, security and emergency services, interactions, interface management).
- ARRA workscope under Sub-CLIN 1.3 - Analytical Laboratory Support. Operate and maintain the 222-S Laboratory Complex to support analysis activities performed under a separate DOE-ORP contract.
- ARRA workscope under Sub-CLIN 3.1 - Treatment Planning, Waste Feed Delivery, and WTP Transition. Provide integrated system planning for the DOE-ORP mission and perform project planning, system upgrades/replacements, and operations to accomplish waste feed delivery to treatment facilities. Plan for the turnover of completed WTP facilities.
- ARRA workscope under Sub-CLIN 3.3 - Immobilized High-Level Waste (IHLW) Storage and Shipping Facility Construction. Modify the Canister Storage Building and/or design, construct, commission, and operate a separate interim storage facility for IHLW canisters from WTP and a shipping facility to prepare IHLW and spent nuclear fuel (SNF) canisters for shipment to a permanent repository.

B. The table at Paragraph C.2 *Description of Project Performance Requirements* is modified to add CLIN 7, American Recovery and Reinvestment Act (ARRA) Workscope, and associated Sub-CLIN(s) to the table on page C-10.

- C. Paragraph C.2 Description of Project Performance Requirements is modified to add the following:

C.2.7 CLIN #7 – American Recovery and Reinvestment Act (ARRA) Workslope

The workslope identified in CLIN 7 is not new scope. The work identified in Sub-CLIN 7.1, 7.2, 7.3, and 7.4 is scope that is already part of Sub-CLIN(s) 1.2, 1.3, 3.1, and 3.3 identified above. CLIN 7 and associated Sub-CLIN(s) has been developed solely for the purpose of identifying the scope contemplated and provide for a method of tracking funds received as part of the American Recovery and Reinvestment Act (ARRA). See Section J, attachment J.15, *American Recovery and Reinvestment Act (ARRA) Milestones and Performance Measures*, for specific major ARRA program milestones, milestone dates, required evidence of achievement, and performance measures/metrics.

C.2.7.1 Sub-CLIN 7.1: ARRA workslope under Sub-CLIN 1.2 - Safe, Compliant Operations

General Scope:

The Contractor shall maintain and operate the Tank Farms, 242-A Evaporator, and supporting Tank Farm infrastructure.

For the assigned work scope, the Contractor shall establish and implement the necessary programs and processes for:

Project Management (Section C.3.1);
Integrated Safety Management System (ISMS) (Section C.3.2);
Security and Emergency Services (Section C.3.3);
Interactions (Section C.3.4); and
Interface Management (Section C.3.5).

Detailed Scope and Requirements:

SST System Management

The Contractor shall operate and maintain the SST system and ancillary facilities to safely store tank waste and facilitate tank waste retrieval and component closure. The Contractor shall perform non-destructive testing and evaluation of SSTs and miscellaneous underground storage tanks to assure continued tank integrity commensurate with the waste contained in each tank and the associated risk.

DST System Management

The Contractor shall integrate with the WTP contractor, and operate the DST system to maintain acceptable waste feed specifications for future waste feed delivery to the WTP while optimizing use of available DST space to facilitate SST waste retrieval and in-tank treatment to preserve tank integrity and improve waste feed characteristics.

Maintenance

The Contractor shall perform calibrations, maintenance and required equipment installations to assigned facilities in support of the RPP mission with a prioritization that provides the best value to DOE-ORP.

Upgrades

The Contractor shall plan and execute Tank Farm and related facilities upgrade sub-projects, as necessary, to support safe, reliable, and compliant storage, and tank waste retrieval, staging, delivery, and treatment efforts.

DST Integrity/Life Extension

The Contractor shall maintain DST waste within TSR chemistry specifications to minimize tank corrosion. Chemistry specifications shall be evaluated to optimize tank protection while minimizing waste generation and resultant vitrified waste form volume. The Contractor shall perform non-destructive testing and evaluation of tanks to meet Resource Conservation and Recovery Act of 1976 (RCRA) requirements, status tank corrosion, and assure continued tank integrity.

Sampling & Characterization

The Contractor shall maintain a ready-to-serve waste tank sampling and sample transportation capability. The Contractor shall perform tank waste sampling and characterization to support safe storage and evaporator operations, and to preserve tank integrity. Sampling and characterization activities for tank waste retrieval, tank closure, treatment planning and waste feed delivery are included in their respective sub-CLINs.

Evaporator Operation

The Contractor shall operate the 242-A Evaporator in support of DST space management, waste retrieval, and feed delivery activities. The Contractor shall perform evaporator maintenance and upgrades, as necessary, to support the RPP mission.

Secondary Wastes

The Contractor shall perform detailed planning and implementation of activities to support packaging and treatment for disposal of secondary liquid and solid wastes generated in the Tank Farms and assigned facilities.

C.2.7.2 Sub-CLIN 7.2: ARRA workscope under Sub-CLIN 1.3 – Analytical Laboratory Support

General Scope:

The Contractor shall operate and maintain the 222-S Laboratory Complex to support analysis activities performed by the ASPC.

Detailed Scope and Requirements:

Instrumentation & Equipment

The Contractor shall provide analytical instrumentation and support equipment to ensure capability, capacity, storage, and reliability are available to support Hanford Site cleanup schedules.

Maintenance

The Contractor shall provide maintenance, routine calibrations, repairs and engineering functions.

Upgrades

The Contractor shall plan and execute upgrades to the 222-S Laboratory Complex to support safe, reliable, and compliant operations.

C.2.7.3 Sub-CLIN 7.3: ARRA workscope under Sub-CLIN 3.1 – Treatment Planning, Waste Feed Delivery, and WTP Transition

General Scope:

The Contractor shall provide integrated system planning for the RPP mission, incorporating the results from other integrated planning tools for SST retrievals, closures, and for waste feed delivery.

The Contractor shall perform waste feed delivery, including project planning, Tank Farm upgrade and new equipment installations, and operations to accomplish pretreatment (if needed), blending, mixing, retrieval and transfer of tank waste to support optimized and reliable feed delivery to the waste treatment facilities.

The Contractor and the WTP Contractor shall jointly develop a transition plan for safe and efficient transition of the operational WTP facilities to the Contractor.

Detailed Scope and Requirements:

Integrated Waste Feed Delivery Planning

The Contractor shall prepare, submit for DOE-ORP approval, and implement an *Integrated Waste Feed Delivery Plan* (Deliverable C.2.3.1-2) to provide optimum and reliable pretreatment (if needed), blending/mixing, retrieval and delivery of feed to DOE-ORP treatment facilities. This Plan shall include the needs of commissioning, near-term, and long-term operations; necessary studies, testing, and infrastructure installation; and projected waste transfer/pretreatment operations.

The Contractor shall ensure that the *Integrated Waste Feed Delivery Plan* is integrated with the *RPP System Plan*.

Retrieval & Transfer System Upgrades

The Contractor shall design, procure, and install DST retrieval and transfer system upgrades in support of Tank Farms activities, including in-tank treatment, waste staging, waste feed delivery to treatment systems, and optimizing use of DST space.

Waste Pretreatment and Staging, DST Retrieval, and Feed Delivery Operations

The Contractor shall operate and maintain the DST retrieval and feed delivery systems including in-tank treatment/pretreatment and blending/mixing systems to maximize the waste treatment system efficiency.

The Contractor shall perform sampling and characterization of DST waste as required to support feed delivery planning.

Tank Waste Inventory Management

The Contractor shall maintain the electronic and physical systems necessary to manage the tank waste inventory, including the:

- Tank Waste Information Network System (TWINS) database;
- Best Basis Inventory (BBI) – updated quarterly to account for tank waste transfers and data from sampling;
- Archive sample storage in the 222-S Laboratory; and
- WTP feed sampling.

IHLW Storage and Disposition Planning

The Contractor shall perform system planning and baseline management activities for IHLW storage and disposition, and shall assist DOE-ORP in their interface with the DOE Office of Civilian Radioactive Waste Management. The IHLW system planning shall be integrated into the *RPP System Plan*.

C.2.7.4 Sub-CLIN 7.4: ARRA workscope under Sub-CLIN 3.3 – Immobilized High-Level Waste (IHLW) Storage and Shipping Facility Construction

Background:

IHLW produced by the WTP will be stored on-site until shipment to an off-site repository. A Canister Storage Building (CSB), with three below grade vaults, is in operation. One of the three vaults currently provides interim storage for spent nuclear fuel canisters. The other two vaults are empty and require modifications to be able to accept up to 880 IHLW canisters. Project design to modify the two empty vaults is complete, but modifications have not begun.

General Scope:

The Contractor shall design, construct, commission, and operate a storage facility for IHLW canisters to support WTP production of IHLW. Based on the availability of an off-site repository, the Contractor shall design, construct, commission and operate a Hanford Shipping Facility for IHLW and SNF.

Detailed Scope and Requirements:

Hanford Shipping Facility and IHLW Interim Storage

The Contractor shall:

- Define and evaluate alternatives for location of the Hanford Shipping Facility, and the amount and location of on-site interim storage. The Contractor shall prepare a *Hanford Spent Nuclear Fuel and Immobilized High Level Waste Interim Storage Alternatives Analysis* (Deliverable C.2.3.3-1) and submit to DOE-ORP for information.
- Design a Hanford Shipping Facility that is capable of:
 - Receiving IHLW and SNF transportation casks on railroad cars from the off-site repository;
 - Removing and opening the casks;
 - Placing IHLW and SNF canisters into the casks,
 - Closing the casks and remounting them on the railcars; and
 - Staging the loaded railcars for return to the off-site repository.

3. Delete Section E, Inspection and Acceptance and replace with a revised Section E, Inspection and Acceptance with the following changes:

Paragraph E.1(f) is modified to add the following, which is applicable only to the Recovery Act work:

(f) The following access requirements apply specifically to Recovery Act work and shall not unduly delay performance or production of the contracted or subcontracted effort. This access does not waive or modify and requirements already allowed under the Inspection and Acceptance terms of this contract.

(1) Certification -

In order for the Contracting Officer to accept any products or services funded by the Recovery Act, the Contractor shall certify that the items were delivered and/or work was performed for a purpose authorized under the Recovery Act.

4. Delete Section F, Deliveries or Performance and replace with revised Section F, Deliveries or Performance with the following changes:

Paragraph F.1(d) is modified to add the following:

The period of performance for the Recovery Act work specified in Section C shall be for the period of performance beginning April 7, 2009 through September 30, 2011.

5. Delete Section G, Contract Administration Data and replace with revised Section G, Contract Administration Data with the following changes:

Paragraph G.1 is modified to add the following:

The following reporting procedure will apply to submission of monthly cost reports for Recovery Act work specified in the accelerated work scope baseline.

- (a) The contractor will separately identify costs that pertain to the Recovery Act work. The contractor will provide a monthly report that identifies the total amount drawn on the letter of credit. This monthly report shall separate and identify Recovery Act costs associated with each appropriation at the Recovery Act program and project levels.
- (b) The contractor shall certify in each monthly report that the costs included in the report for Recovery Act work were incurred only to accomplish the Recovery Act work in accordance with the accelerated work scope.

6. Revise Section H, Special Contract Requirements by adding a revised Section H Table of Contents and clause H.45 and H.46 at pages H-49 through H-55

A. The following clauses are added:

H.45 Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009 (Feb 2009)

Preamble:

Work performed under this contract will be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act's purposes are to stimulate the economy and to create and retain jobs. The Act gives preference to activities that can be

started and completed expeditiously, including a goal of using at least 50 percent of the funds made available by it for activities that can be initiated not later than June 17, 2009.

Contractors should begin planning activities for their first tier subcontractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related Guidance. For projects funded by sources other than the Recovery Act, Contractors should plan to keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning the how and where for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor must comply with all requirements of the Act. If the contractor believes there is any inconsistency between Recovery Act requirements and current contract requirements, the issues will be referred to the Contracting Officer for reconciliation.

Be advised that special provisions may apply to projects funded by the Act relating to:

- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Protecting whistleblowers; and
- Requiring prompt referral of evidence of a false claim to the Inspector General.

Definitions:

For purposes of this clause, "Covered Funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the contract and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to Covered Funds – the contractor or subcontractor, as the case may be, if the contractor or subcontractor is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

A. Flow Down Provision

This clause must be included in every first-tier subcontract.

B. Segregation and Payment of Costs

Contractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where Recovery Act funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance.

Monthly cost reports must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Wage Rates

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See <http://www.dol.gov/esa/whd/contracts/dbra.htm>.

E. Publication

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Registration requirements

Contractor shall ensure that all first-tier subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR) no later than the date the first report is due under the Section I. clause entitled "52.204-11 American Recovery and Reinvestment Act – Reporting Requirements (MAR 2009)

G. Utilization of Small Business

Contractor shall to the maximum extent practicable give a preference to small business in the award of subcontracts for projects funded by Recovery Act dollars.

H.46 BASELINE AND REPORTING REQUIREMENTS FOR WORK PERFORMED UNDER THE RECOVERY ACT

This clause defines the unique requirements for the contractor's project management baseline and associated reporting requirements to address the modified contract performance requirements as implemented in Section C. Statement of Work to be performed and funded under the provisions of the American Recovery and Reinvestment Act of 2009 (Recovery Act).

Baseline Requirements

- a. For purposes of this clause the "pre-definitized period" is defined as that timeframe from the date of execution of modification number A015 directing the contractor to begin the Recovery Act work until the work is definitized in accordance with the clause in Section H entitled "Modification Definitization." All requirements for plans and deliverables during the pre-definitized period shall be based on the definitization time period estimated in the "Modification Definitization" clause.

- b. During the pre-definitized period, the contractor shall develop and deliver to the Contracting Officer the following:
1. Within 30 days after execution of modification no. A015, the contractor shall provide a work plan for performance of that portion of the work specified in Section C. Statement of Work expected to be performed during the 180-day period after execution of modification no. A015. This plan shall include the following:
 - i. Product-oriented Work Breakdown Structure (WBS) and WBS dictionary in alignment with the statement of work, as modified for the Recovery Act work, to include performance of Recovery Act work totally within distinctly defined, separately tracked and uniquely managed WBS elements;
 - ii. Monthly spend plan consistent with the statement of work, completely segregating the non-Recovery Act work from the Recovery Act funded portions of the statement of work;
 - iii. Crosswalk of statement of work WBS elements and associated planned milestones, metrics, and estimated costs (at the 80% confidence level), at the Activity Building Block (ABB) level, between the current base program/project Near-Term Baseline (NTB) and/or Out-year Planning Estimate Range (OPER) and the Recovery Act work;
 - iv. Milestone list including, but not limited to, major hiring actions that create newly “created” or “retained” jobs by the contractor or first tier subcontractors in accordance with the clause in Section H, entitled “Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009, key starts and completions, enforceable regulatory dates, approval of key regulatory decisions, project critical decisions, delivery of critical Government Furnished Services and Items; and
 - v. Planned quarterly summary of jobs “created” or “retained” by the contractor and first tier subcontractors as defined in the Section H clause entitled “Special provisions relating to work funded under the American Recovery and Reinvestment Act of 2009.”
 2. Within 120 days after execution of modification no. A015, the contractor shall propose a Performance Baseline for the complete work specified in Section C. Statement of Work. This baseline shall use control accounts that will be made up of work packages. The WBS elements at the lowest level should roll up within the WBS structure and clearly identify the entire work to be performed. The WBS shall clearly distinguish all non-Recovery Act work from all Recovery Act work. The proposed Performance Baseline shall include the following:
 - i. The contractor shall propose a performance baseline, at a high confidence level, for the work to be performed, including the pre-definitized period and the post-definitized period. This baseline shall be based upon the work and schedule included in modification no. A015 and the contractor’s cost proposal. A month-by-month baseline or budgeted cost of work scheduled (BCWS)/planned value (PV) must be developed for the complete Recovery Act work. This will be the original baseline for Recovery Act work and shall include all of the work by WBS, including both the pre- and post-definitized periods, and the contractor’s defined management reserve. The sum of these three items (estimated cost for the pre-definitized period, estimated cost for the post-definitized period, and the management reserve) shall equal the contractor’s proposed

estimated cost for the Recovery Act work. This performance baseline is subject to independent project review and certification before approval by the government.

- ii. A network logic schedule utilizing Primavera will be developed at the activity level for each control account which includes milestones. The schedule must be resource loaded and coded to allow summarization of lower level activities through the control account for the complete Recovery Act work.
- iii. The proposed Performance Baseline shall also include the planned quarterly summary of jobs “created” or “retained” by the contractor and first tier subcontractors as defined in the Section H clause entitled “Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009.” .

Deliverables supporting the Recovery Act performance baseline shall include all deliverables required under existing contract requirements, those Recovery Act deliverable and reporting requirements specified in the section H clause entitled “Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009” *and those Recovery Act-unique deliverables listed below.* For all common deliverables, the data shall be clearly segregated and distinguished between non-Recovery Act work and Recovery Act work, as well as summing to complete contract totals.

- a. Work breakdown structure and associated dictionary;
- b. List of planning basis and assumptions;
- c. Cost baseline description document that includes the basis of cost estimate;
- d. Schedule baseline that employs a critical path method and is resources loaded such that earned value can be measured;
- e. Organizational breakdown structure;
- f. Responsibility assignment matrix that identifies Control Account Managers;
- g. Revised Project controls system description document that distinguishes specific requirements for ARRA;
- h. Risk management plan with results of qualitative and quantitative analysis including S-curves, cost and schedule contingency determinations, risk mitigation/risk response plans, and risk register;
- i. All work packages;
- j. NEPA documentation (analysis of environmental impacts); and
- k. Regulatory decision documents.

These documents shall be submitted to the Contracting Officer to support DOE review and baseline approval. The Contracting Officer may identify other documents as needed to support project reviews and audits.

- 3. The contractor shall support resolution of IPR or External Independent Review (EIR) corrective actions for the performance baseline submitted. .
- c. During the pre-definitized period, the contractor shall determine the budgeted cost of work performed (BCWS)/earned value (PV) for budgeted cost for work performed (BCWP)/planned value (EV) on a monthly basis utilizing measurable units associated with each activity in the schedule (e.g., square foot reduction, number of TRU shipments, foot print reduction, etc.), as appropriate, that will allow the reporting of the contractor’s progress in accordance with the reporting requirements specified in the clause in Section H entitled “Special provisions relating to work funded under

American Recovery and Reinvestment Act.” The associated actual cost of work performed (ACWP)/actual cost (AC), cost and schedule variances and performance indices, and variance analyses shall be reported monthly. Performance against the Recovery Act performance baseline shall be tracked separately from other work under the contract funded by other appropriations.

- d. Upon negotiation of the definitive modification to the contract, the performance baseline documentation submitted in accordance with paragraph b.2 above shall be revised by the contractor to reconcile cost estimates and WBS elements, if necessary, consistent with the definitive modification.

Reporting Requirements

- e. Within 30 days of definitization of the Recovery Act work, the contractor shall begin reporting against the established performance baseline in accordance with the reporting requirements specified under existing contract requirements, those reporting requirements specified in the section H. clause entitled “Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009, and those Recovery Act-unique deliverables listed below. Performance against the Recovery Act work shall be tracked and reported separately from other work under the contract funded by other appropriations.
- f. These reports shall be provided to the Contracting Officer on a monthly basis.
 - 1. Contract Performance Report (Refer to OMB No. 0704-0188 or DD FORM 2734/1, MAR 05): Format 1 - Work Breakdown Structure, Format 3 - Baseline, and Format 5 - Explanations and Problem Analyses.
 - 2. A Milestone report from Primavera reflecting status of all milestones being reported with columns for the scope, original planned date, current planned date, and the actual date the milestone was completed.
 - 3. A funds management report by Budgeting & Reporting (B&R) codes that identifies the amount of funds obligated to the contract and the amount of funds obligated to the contractor, and committed and expended by the contractor.

B. The following clause is added. This clause applies only to the Recovery Act work specified in Section C as directed by the Contracting Officer under modification A015 in accordance with Changes – Cost Reimbursement (Aug 1987) – Alternate II (Apr 1984), Alternate III (Apr 1984), and Alternate IV (Apr 1984) until such time that the Contracting Officer and the contractor reach a mutual agreement and modify the contract definitizing the Recovery Act work.

H.47 Recovery act Modification Definitization

(a) The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive modification for the Recovery Act work directed under modification A015. The Contractor agrees to submit a technical, cost, and fee proposal in accordance with the instructions contained in section 9 of modification A015.

(b) The schedule for definitizing this modification is as follows:

<u>Action</u>	<u>Days after Receipt of Mod</u>
Contractor submits technical, cost, and fee Proposal	60
Commence negotiations	90

Mutual agreement on definitization of Recovery Act work	120
Contractor submits certificate of current cost or pricing data	150
Execute definitization contract modification	180

(c) If agreement on a definitive modification is not reached by the target date in paragraph (b) of this section, or within any extension of if granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with [Subpart 15.4](#) and [Part 31](#) of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the clause in section I, entitled "Limitation of Government Liability," added by modification A015.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by—

- (i) All clauses required by the FAR on the date of execution of this modification for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this contract shall continue in effect, except those that by their nature apply only to the modification de-finitization.

7. Delete Section I, Contract Clauses and replace with the attached revised Section I, Contract Clauses with the following revision:

The following clauses are added or updated:

- A. Insert by reference clause I.8A 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Mar 2009)
- B. Insert by full text clause I.12A, 52.204-11 American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009)
- C. Update clause I.5, 52.215-2 Audit and Records -- Negotiation (Jun 1999) with updated clause I.5, 52.215-2 Audit and Records -- Negotiation (Jun 1999), Alt I (Mar 2009)
- D. Insert by full text clause I.70A 52.225-23 Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials under Trade Agreements
- E. Insert by full text clause I.70B 52.225-24 Notice of Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials (Mar 2009)
- F. Insert by reference clause I.103A 52.243-6 Change Order Accounting (Apr 1984)
- G. The following clause applies only to the Recovery Act work specified in Section C:

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$42,500,000 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$42,500,000 dollars.

8. Section J, List of Attachments is modified as follows:

- A. Add Section J, Attachment J.15, *American Recovery and Reinvestment Act (ARRA) Milestones and Performance Measures*
- B. There are certain Section J attachments that may need to be updated as a result of the addition of the Recovery Act work to the contract. These will be addressed during the definitization period in accordance with the applicable provisions of the contract, e.g., (Performance Evaluation Management Plan (PEMP), Small Business Subcontracting Plan, etc. For example, the fee incentives for the Recovery Act work must be separately identified, with associated available fee, in a modification to the PEMP, a separate PEMP created solely for the Recovery Act work, or other method depending on the type of fee under the contract.)

9. Proposal Preparation Instructions

The contractor's technical, cost, and fee proposal shall be prepared in accordance with Attachment 1 to this modification.