

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 28
2. AMENDMENT/MODIFICATION NO. 007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901	7. ADMINISTERED BY (If other than Item 6) Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SAVANNAH RIVER REMEDIATION LLC Attn: GEORGE DUDICH 720 PARK BLVD. PO BOX 73 AIKEN SC 298013852		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 808376193	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-09SR22505	10B. DATED (SEE ITEM 11) 12/08/2008

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) Net Increase: \$200,000,000.00
TAS::89 0253::TAS Recovery

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation 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: Section B.4 Limitation of Funds & Clause I.95-FAR 52.243-2 Changes
	D. OTHER (Specify type of modification and authority)

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

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

SEE PAGE 2 FOR DESCRIPTION OF AMENDMENT/MODIFICATION.

Fund: 06049 Appr Year: 2009 Allottee: 36 Report
Entity: 410225 Object Class: 25200 Program:
1111410 Project: 2002290 WFO: 0000000 Local Use:
0000000 TAS Agency: 89 TAS Account: 0253
FOB: Destination
Period of Performance: 09/23/2009 to 09/30/2011

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) James W. French, President i Project Mgr.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charlene Smith	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9/23/09	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 9/23/09

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION" continued

- A. 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 contract clause I.95, FAR 52.243-2 CHANGES – COST REIMBURSEMENT (AUG 1987) – Alternate II (APR 1984) & Alternate III (APR 1984) & Alternate IV (APR 1984) contained in Section I, and by mutual agreement of the parties.
- B. 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. 111-5 (Recovery Act) and as such is subject to special statutory conditions.
- C. Savannah River Remediation, LLC (SRR) is to begin work immediately. SRR is authorized to incur costs not-to-exceed \$48,000,000 consistent with the other contract terms and conditions and pending definitization of this change.
- D. The specific work funded by this modification is as follows:

1. SECTION B, SUPPLIES OR SERVICES AND PRICES/COSTS, is modified as follows:

- A. Paragraph B.1 is modified to add the following:

The contractor shall, in accordance with the terms of this contract, provide the personnel, materials, supplies, and services and do all things necessary for, or incident to, providing its best efforts to perform the Recovery Act work described in this modification. This work is generally described as follows:

The current Liquid Waste Project lifecycle baseline includes the infrastructure replacement and maintenance necessary to support the processing of the sludge and salt waste through the Liquid Waste System waste processing facilities, including the Defense Waste Processing Facility (DWPF) and the future Salt Waste Processing Facility (SWPF). The Recovery Act initiative alters these installation, replacement and maintenance activities which will ensure that the infrastructure and support systems are available to support startup of SWPF operations and continued operations of DWPF.

The list of specific Recovery Act work is contained in this modification.

- B. Paragraph B.3 is modified to renumber the first paragraph as subsection (a) and to add the following subsection (b):

(b) No fee shall be paid to the contractor for work under this change order for the Recovery Act work, including provisional fee, prior to definitization.

- C. Paragraph B.4 is modified to add the following subsection (c):

(c) Pursuant to contract clause I.78 in Section I, entitled FAR 52.232-22 "Limitation of Funds (APR 1984)," total funds in the amount of \$200,000,000 are obligated herein and made available for payment of allowable costs and fee earned related only to the Recovery Act work from the effective date of this modification through the period of performance for the Recovery Act work, as specified herein.

2. SECTION C, DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK, is modified as follows:

The List of Recovery Act Projects/Activities shown below is added to the contract as Paragraph C.2.9. All work to be performed using Recovery Act funds is encompassed by and is to be performed in accordance with Paragraphs C.1 and C.2 of the contract. Recovery Act work activities, milestones and performance measures are as follows:

RECOVERY ACT PROJECTS/ACTIVITIES

Recovery Act Project/Activity	Milestone Date	Performance Measures
1.0 Safety Improvements		
1.1 Install computer-based security badge accountability system at Saltstone Facility	Jun 2010	Personnel accountability system installed and operational
1.2 Install system to divert surface water for sufficient drainage for Vault 4	Feb 2010	Drain water system for surface water management at Vault 4 installed and operational
2.0 SWPF Integration – Tank Farm Infrastructure for Feed/Product Readiness		
2.1 Design and purchase salt blend mixer pumps	Sep 2011	Design salt blend pumps, five pumps received and tested
2.2 Purchase replacement mixer pumps	Sep 2011	Four pumps received and tested
2.3 Design and effect modifications to tank top to support mixer/transfer pump installation and install one (1) mixer pump	Aug 2011	Tank top design complete, tank top modifications complete, first pump received, tested and installed
2.4 Radiation shielding for waste processing tank	Sep 2011	Disposal box purchased, shielding plugs fabricated and staged for installation
2.5 Design and install chemical addition and transfer process piping	Sep 2011	Chemical addition and transfer process piping designs issued and chemical addition construction complete on one (1) SWPF Blend Tank
2.6 Enhance Saltstone Facility waste feed storage capability	Sep 2011	Specification, procurement and fabrication of new waste receipt tank complete
2.7 Increase nitrogen tank capacity at DWPF	Jun 2011	Specification, procurement, and fabrication of larger capacity nitrogen tank and associated concrete pad complete
3.0 DWPF Infrastructure Improvements		
3.1 Replace Cooling Tower	Sep 2011	New cooling tower installed and operational
3.2 Replace Argon Tank	Sep 2011	New argon tank installed and operational
3.3 Replace Safety Computer Control Systems	Sep 2011	New Safety Computer Control Systems installed and operational

3.4 Replace ventilation system	Sep 2011	New ventilation system installed and operational
3.5 Purchase replacement electro-mechanical manipulators	Sep 2011	Replacement electro-mechanical manipulators received and tested
3.6 Purchase replacement bellows for DWPF melter	Sep 2011	Replacement bellows received and tested
4.0 Tank Farm Infrastructure Improvements		
4.1 Replace Safety Computer Control Systems	Sep 2011	New Safety Computer Control Systems installed and operational
4.2 Replace underground steam system utility piping	Sep 2011	New utility systems piping for steam systems installed and operational
4.3 Replace chromate cooling water system utility piping	Sep 2011	New utility systems piping for chromate cooling systems installed and operational
4.4 Replace underground well water system utility piping	Sep 2011	New utility systems piping for well water systems installed and operational
4.5 Replace underground plant and instrument air system utility piping	Sep 2011	New utility systems piping for air systems installed and operational
4.6 Replace evaporator condensate piping	Sep 2011	Evaporator condensate piping installed and operational
4.7 Relocate and install mixer pumps and refurbish tanks for cleaning prior to closure	Sep 2010	Mixer pumps relocated and installed and tanks refurbished for cleaning prior to closure
5.0 Salt Waste Processing Improvements		
5.1 Replace Saltstone Facility grout piping, hopper, hopper agitator and pulsation damper systems	Sep 2011	Grout piping, hopper, hopper agitator and pulsation damper systems replaced and operational
5.2 Replace Saltstone Facility air compressor, mixers, vault cameras and grout pump systems	Sep 2011	Air compressor, mixers, vault cameras and grout pumps received and tested
6.0 Sludge Processing Improvements		
6.1 Tank 13 mixing, transfer, cooling and ventilation systems installed to support sludge feed preparation	Sep 2011	Mixing, transfer, cooling and ventilation systems installed and operational
6.2 Install bubblers in DWPF melter	Sep 2011	Melter bubblers are installed and operational
6.3 Upgrade support equipment to accommodate DWPF melter bubblers	Sep 2011	Support equipment to accommodate DWPF melter bubblers designed, install and operational

3. SECTION E, INSPECTION AND ACCEPTANCE, is modified as follows:

Paragraph E.4 is added, which is applicable only to the Recovery Act work:

E.4 Certification -

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

Note: This certification shall be in accordance with paragraph G.7(e) of this modification.

4. SECTION F, DELIVERIES OR PERFORMANCE, is modified as follows:

Paragraph F.2 TERM OF THE CONTRACT is modified to add the following paragraph as F.2(e):

(e) The period of performance for the Recovery Act work specified in Section C shall be from the effective date of this modification through September 30, 2011.

5. SECTION G, CONTRACT ADMINISTRATION DATA, is modified as follows:

Paragraph G.7 is modified to add G.7(e) as follows:

(e) The following invoice procedure will apply to the submission of invoices for Recovery Act work specified in Section C:

SRR may invoice costs for both Recovery Act work and other work in the same invoice. However, SRR shall separately identify costs in its invoices that pertain to the Recovery Act work. Recovery Act costs shall also be segregated in the invoice so as to identify those costs associated with each applicable appropriation at the Recovery Act program and project levels of the following accounting and appropriations data:

Accounting and Appropriations Data

Level	1	2	3	4	5	6	7
Level Name	Fund	Appropriation Year	Allottee	Reporting Entity	Object Class	Program	Project
Numerical Characters	06049	2009	36	410225	25200	See AFP	2002290

SRR shall certify in each invoice that the costs included in the invoice for Recovery Act work were incurred only to accomplish the Recovery Act work in accordance with Section C. Other existing provisions applicable to invoice submission are applicable to Recovery Act invoices.

SRR shall provide a monthly report that identifies the total amount drawn on the modified 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.

6. SECTION H, SPECIAL CONTRACT REQUIREMENTS, is modified to add the following clauses:

H.51 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 January 15, 2010.

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. SRR will be provided these details as they become available. SRR must comply with all requirements of the Act. If SRR 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 – SRR or subcontractor, as the case may be, if SRR 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

SRR 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.

Invoices 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.52 MODIFICATION DEFINITIZATION

This clause applies only to the Recovery Act work specified in Section C as directed by the Contracting Officer under this modification in accordance with contract clause I.95 in Section I, entitled "FAR 52.243-2 CHANGES—COST REIMBURSEMENT (AUG 1987) – Alternate II (APR 1984) & Alternate III (APR 1984) & Alternate IV (APR 1984)," until such time that the Contracting Officer and SRR reach a mutual agreement and modify the contract definitizing the Recovery Act work.

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

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

<u>Action</u>	<u>Date</u>
Contractor submits Technical, Cost, and Fee Proposals	November 16, 2009
Commence negotiations	January 25, 2010
Mutual agreement on definitization of Recovery Act work	February 24, 2010
Contractor submits certificate of current cost or pricing data	March 8, 2010
Execute definitization contract modification	March 16, 2010

(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 it 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, SRR shall proceed with completion of the contract, subject only to the clause in section I, entitled "Limitation of Government Liability," added by this modification.

H.53 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 007 directing SRR to begin the Recovery Act work until the work is definitized in accordance with H.52 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, SRR shall develop and deliver to the Contracting Officer the following:
 1. Within 30 days after execution of modification no. 007, SRR 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. 007. 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 altered 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 SRR 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 (FEB 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 SRR and first-tier subcontractors as defined in contract clause H.51 entitled "Special Provisions

Relating to Work Funded Under the American Recovery and Reinvestment Act of 2009 (FEB 2009).”

2. Within 120 days after execution of modification no. 007, SRR shall propose a Performance Baseline for the Recovery Act 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 proposed Performance Baseline shall include the following:
 - i. SRR shall propose a performance baseline, at the 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. 007 and SRR’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 baseline for Recovery Act work and shall include all of the work by WBS, including both the pre- and post- definitized periods, and SRR’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 SRR’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 SRR and first-tier subcontractors as defined in contract clause H.51 entitled “Special Provisions Relating to Work Funded Under the American Recovery and Reinvestment Act of 2009 (FEB 2009).”
 - vi. 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 contract clause H.51 entitled “Special Provisions Relating to Work Funded Under the American Recovery and Reinvestment Act of 2009 (FEB 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. Earned value management system description and a copy of the letter of certification against ANSI/EIA-748-B, "Earned Value Management Systems;"
- h. Project controls system description document;
- i. 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;
- j. All work packages;
- k. Technical design documentation;
- l. Documented safety analysis;
- m. Safety evaluation report (if required);
- n. Safety design strategy;
- o. Integrated safety management system description document and latest annual certification;
- p. NEPA documentation (analysis of environmental impacts); and
- q. 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. SRR shall support resolution of IPR or External Independent Review (EIR) corrective actions for the performance baseline submitted.
- c. During the pre-definitized period, SRR shall determine the budgeted cost of work scheduled (BCWS)/earned value (EV) for budgeted cost for work performed (BCWP)/planned value (PV) 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 SRR's progress in accordance with the reporting requirements specified in contract clause H.51 entitled "Special Provisions Relating to Work Funded Under the American Recovery and Reinvestment Act of 2009 (FEB 2009)." 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 SRR 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, SRR shall begin reporting against the established performance baseline in accordance with the reporting requirements specified in contract clause H.51 entitled "Special Provisions Relating to Work Funded Under the American Recovery and Reinvestment Act of 2009 (FEB 2009)." 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 SRR, and committed and
expended by SRR.

7. Section I, CONTRACT CLAUSES, is modified as follows:

- A. The following Federal Acquisition Regulation (FAR) clauses are incorporated into the contract by
reference. These clauses apply only to the Recovery Act work specified in Section C:

**I.150 FAR 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN
RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)**

**I.151 FAR 52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT
REPORTING REQUIREMENTS (MAR 2009)**

**I.152 FAR 52.225-21 REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER
MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION
MATERIALS (MAR 2009)**

**I.153 FAR 52.225-22 NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND
OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—
CONSTRUCTION MATERIALS (MAR 2009)**

**I.154 FAR 52.225-23 REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER
MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION
MATERIALS UNDER TRADE AGREEMENTS (AUG 2009)**

**I.155 FAR 52.225-24 NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND
OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—
CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAR 2009)**

I.156 FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

- B. The following FAR clause is incorporated into the contract in full text:

I.157 FAR 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 \$48,000,000.

(b) The maximum amount for which the Government shall be liable if this contract is terminated
is \$48,000,000.

(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 contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer;
- (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 (b)(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 a letter contract.

C. The following clause is modified:

I.16 FAR 52-215-2 AUDIT AND RECORDS – NEGOTIATION (JUN 1999) is modified to include ALT I (MAR 2009).

8. Section J, List of Attachments:

There are certain attachments to the contract that will 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., a Performance Evaluation and Measurement Plan and a Small Business Subcontracting Plan for the Recovery Act work.

9. Proposal Preparation Instructions

SRR's technical proposal and cost and fee proposal shall be prepared in accordance with the attached Proposal Preparation Instructions

10. All other terms and conditions of the contract remain unchanged.

PROPOSAL PREPARATION INSTRUCTIONS

1. INTRODUCTION

This document contains instructions to SRR for the preparation of a proposal in response to the modification of the contract which defines work that will be funded by and performed under the provisions of the American Recovery and Reinvestment Act (Recovery Act).

SRR shall provide a written proposal consisting of a Technical Proposal and a Cost and Fee Proposal. The Technical Proposal shall contain SRR’s approach to perform the work, and the Cost and Fee Proposal shall contain the estimated cost of performing the work and any associated fee. SRR shall assure that there is consistency between the Technical Proposal and the Cost and Fee Proposal.

2. PREPARATION INSTRUCTIONS – GENERAL INFORMATION

SRR shall submit written proposal information in the format as outlined in Table 1.

Table 1

Proposal Instructions	
Number of Copies	<ul style="list-style-type: none"> • Technical Proposal – 5 hard copies and 5 electronic copies. • Cost Proposal – 5 hard copies and 5 electronic copies. • Both portions of the proposal shall contain a table of contents.
Paper Size	<ul style="list-style-type: none"> • 8 1/2” x 11” paper. • Fold-outs shall not exceed 11” x 17”
Print Type	<ul style="list-style-type: none"> • Print type (Font size) used in the text portions of the proposal shall be no smaller than 12 point font. • Print type used in completing any forms attached to this document as Microsoft® (MS) Word®, Access®, or Excel® documents should not be changed from the styles used in the attachments. • Print type used in charts, graphics, figures and tables may be smaller than 12 point Font, but must be clearly legible.
Page Margins	Page margins shall be 1-inch on the top, bottom, left, and right sides of the page, exclusive of headers and footers.
Page Numbering	All pages, including forms, tables, and exhibits, shall be appropriately numbered and identified with the name of SRR.
CD-ROM or DVD Requirements	CD-ROMs or DVDs shall be clearly labeled with the contract number. Files submitted shall be readable using Microsoft® (MS) Word®, Access®, or Excel® (Version 2003), and the proposal schedule shall be submitted as a Primavera P3e Version 5.x, “XER” file type.

3. PREPARATION INSTRUCTIONS - COVER LETTER

The cover letter shall include, but not be limited to, the following:

- (a) The contract and modification number.
- (b) The name, address, telephone numbers, facsimile numbers, and electronic addresses of SRR's representative(s) responsible for providing additional information, as required, on the Technical Proposal and the Cost and Fee Proposal.
- (c) The name and contact information of SRR's representative(s) with the authority to negotiate the definitization of this modification with the Contracting Officer.
- (d) Identification of any proposed changes to the statement of work or other terms included in this modification that SRR believes would be in the best interest of the Government in meeting the objectives of the Recovery Act.
- (e) A statement that SRR will cooperate fully and expeditiously in providing access to proposal information that may be necessary to be reviewed by representatives of DOE, e.g. Defense Contract Audit Agency (DCAA), for the purpose of definitizing this modification.

4. PREPARATION INSTRUCTIONS - TECHNICAL PROPOSAL

The Technical Proposal shall be organized in accordance with the WBS as shown in Section C. Statement of Work and shall include the following:

- (a) Description of the proposed strategy and technical approach (including any innovations) to implement the requirements of the Recovery Act work.
- (b) Description of the specific detailed approach to the management, execution and sequencing of the work for the major Work Breakdown Structure (WBS) elements identified in the Section C. Statement of Work. This description shall include the following:
 - i. A description of the work that will be performed by SRR and the work that will be performed by subcontractors;
 - ii. The supporting rationale for the division of work between SRR and subcontractors, including considerations related to efficiency of performance, cost, the need to hire additional staff, etc;
 - iii. The extent of utilization of small business subcontractors; and
 - iv. The extent of utilization of fixed-price subcontracting.
- (c) Identification of the risks and impacts to the proposed approach, rationale for the identified risks and impacts, and SRR's approach to eliminate, avoid and/or mitigate the risks throughout performance of the Recovery Act work.
- (d) Integrated critical path method schedule, through completion, for the activities defined in the WBS.

- (e) Description of SRR's approach to achieve regulatory approval, as required, for the proposed execution of the Recovery Act work and how the regulatory approach will be integrated with project management and execution.
- (f) Identification of the project staffing throughout the performance of the Recovery Act work. This should include the following:
 - i. The estimated staffing for both SRR's employees and existing or proposed subcontractor employees (assure this is consistent with the man hours identified in the cost proposal).
 - ii. The names and area of responsibility of SRR's lead personnel that will be directly responsible for the management and oversight of the Recovery Act work. The areas of responsibility should include, but not be limited to, the following: contracting, including prime contract, subcontracts, and small business; project management; project controls; safety; engineering; quality assurance; budget; finance; property; legal; environmental regulation; public communications; and security. The specific areas of responsibility will depend on the nature of the Recovery Act work to be performed.
- (g) Description of existing and/or any new methods or processes that SRR will use in the oversight and control of the Recovery Act work to help assure the following:
 - i. The work is performed in accordance with the statement of work requirements;
 - ii. The performance schedule and milestones are accomplished;
 - iii. The deliverables are completed; and
 - iv. The performance outcomes and measures are attained.
- (h) Estimate of contractor's and first-tier subcontractors' jobs that will be "created" or "retained" as a result of the performance of the Recovery Act work. The definitions for "created" and "retained" are based on the requirements of the clause added by this modification in Section I, entitled "52.204-11 American Recovery and Reinvestment Act – Reporting Requirements (MAR 2009)." This estimate should be by fiscal year.

5. PREPARATION INSTRUCTIONS – COST AND FEE PROPOSAL

The Cost and Fee Proposal shall be prepared in accordance with the following instructions:

- (a) FAR 15 - SRR shall prepare its cost proposal in accordance with Table 15-2, of Part 15 of the Federal Acquisition Regulation (FAR).
- (b) WBS - Costs shall be proposed consistent with and at the lowest level of the WBS described in the statement of work and consistent with the Technical Proposal.
- (c) Formats - Formats contained in the appendices to this document shall be used for the submission of the estimated costs as follows:

Appendix 1 – Cost by WBS (Schedules A-C)
Appendix 2 – Labor – Consolidated Summary

Appendix 3 – Material, Equipment, Subcontracts, and Other Direct Costs -Consolidated Summaries (Schedules A-D)

Appendix 4 – Waste Quantities and Cost – Consolidated Summary

SRR should assure consistency and traceability between these various appendices, schedules, and supporting information. If multiple Recovery Act funding sources are identified, SRR shall identify the estimated costs for each work activity by the appropriate funding source.

- (d) Appendix 2 - Appendix 2 is to be used to provide a direct labor summary (labor category, labor rate, and labor hours) on both a cumulative total and fiscal year basis. This should show the hours for SRR, subcontractor, LLC members, and any other direct labor hours.
- (e) Appendix 3 - Appendix 3 is to be used to provide, in total and by fiscal year, materials (Schedule A), equipment (Schedule B), subcontracts (Schedule C, subcontracts over \$XM are to be individually listed), and other direct costs (Schedule D). Additional schedules should be included as appropriate to address elements of cost which are not included in Schedules A-D. (Note: For subcontract pricing requirements, the contractor shall comply with FAR 15.404-3.)
- (f) Appendix 4 - Appendix 4 is to be used to provide a separate summary table of waste quantities by waste type in cubic feet by fiscal year by WBS. SRR shall provide the summary of waste quantities, at a minimum, to a level equal to the WBS. This waste summary shall be supplemented by additional tables that include all costs associated with waste disposition including treatment, transportation and disposal for each waste type by fiscal year. Separate detailed computations shall be provided for treatment, transportation, and disposal cost by WBS. The basis of estimate associated with information provided in the waste summary table (including the additional tables) should be fully explained in supporting documentation.
- (g) Schedule - A resource loaded P6 schedule shall be provided which shall be presented at the level of detail as shown in the WBS. The schedule shall include logic ties.
- (h) Basis of Estimate – A basis of estimate shall be provided that thoroughly documents all estimates. A basis of estimate description shall be provided for each activity at the lowest level in the estimate. The detailed narrative description of the basis of estimate shall be organized by WBS and include the following: how the proposed costs were derived; key assumptions and supporting rationale, including assumptions related to site conditions; source of existing verifiable data and judgment factors in projecting from known data to the estimate; estimating methods, parametric estimates, and models, etc; and other assumptions and related information to provide clarity and understanding of SRR’s basis of estimate to demonstrate reasonableness and realism.
- (i) Cost Elements - Costs shall be provided by major cost elements such as: direct labor (including labor categories, direct labor hours and direct labor rates for each labor category type), fringe benefits (if applicable), direct labor overhead (if applicable), material, material handling overhead (if applicable), equipment (including capital investments), subcontract cost, disposal cost, transportation cost, treatment cost, supplies, travel, relocation, other direct costs, and general and administrative (G&A) costs (if applicable). Notwithstanding that all “subcontract” costs are included above, LLC

member/other teaming arrangement/subcontractors (\$X million or more) shall be individually estimated and costs provided by major cost elements as described in this paragraph. Appendix 1 is to be used to provide the costs by major cost elements, WBS, and fiscal year.

- (j) Indirect Rates - A detailed estimate for each indirect rate (fringe benefit, material handling, labor overhead and G&A, if applicable) proposed by fiscal year is to be provided. The detailed estimate shall include cost, by cost element, for the allocation pool and the allocation base showing how each cost element within the allocation pool and allocation base was derived. SRR shall provide all related information to provide a clear understanding of the basis of estimate. SRR shall compute all of the indirect rates by fiscal year. This data shall be provided for each LLC member/other teaming arrangement/subcontractor (over \$X million).
- (k) Escalation - Identify the escalation factors used for each fiscal year, the source of the proposed escalation rates, and the rationale as to why the proposed escalation rates are reasonable.
- (l) Electronic Media - Cost Proposal information and any spreadsheets or mathematical computation shall be submitted using Microsoft Excel 2003 and shall be working versions, including formulas and computations. SRR shall provide the electronic version of the cost proposal in Adobe Acrobat 8.0 (PDF) or higher. The electronic media versions provided shall be searchable.
- (m) Cognizant ACO/DCAA - SRR shall provide the name, address and telephone number of the cognizant Administrative Contracting Officer and the cognizant Defense Contract Audit Agency (DCAA) office, if any. If SRR is an LLC or has subcontractor(s) (\$X million or more), this data must be provided for each entity performing work.
- (n) Accounting System - SRR shall submit an explanation of how costs related to the Recovery Act work will be accumulated, recorded, invoiced, and reported using SRR's accounting system in order to assure that costs associated with Recovery Act work are separate from other costs incurred under the contract. SRR shall describe how its existing accounting system, any proposed changes, and/or new oversight controls will help assure this necessary separation of Recovery Act funds. SRR shall identify the cognizant Government audit agency that has issued reports regarding the adequacy of the accounting system for accumulating and billing costs under Government contracts. This data must also be provided for each member of an LLC and each subcontractor that is performing work estimated to be \$X million or more.
- (o) Cost Accounting Standards - If SRR, LLC members, or subcontractor(s) (\$X million or more) performing work are covered by Cost Accounting Standards (CAS), SRR shall discuss the adequacy of the disclosure statement. SRR shall also identify whether the cognizant Government audit agency has issued any audit reports on the compliance with the CAS requirements of any of these entities.
- (p) Government Furnished Property - SRR shall provide a list of any Government Furnished Property (GFP) that will be used in the performance of the Recovery Act work that is in addition to the GFP already provided.
- (q) Fee - SRR's fee proposal shall address the following:

- (i) The contractual basis for any adjustment in the fee currently in the contract;**
- (ii) The proposed amount of fee associated with the Recovery Act work;**
- (iii) A description of how the proposed fee is calculated and the supporting rationale as to why the proposed fee amount is reasonable; and**
- (iv) Fee incentives**

Cost By WBS

<u>WBS</u>	<u>FY 2009</u>	<u>FY 2010</u>	<u>FY 2011</u>	<u>Total</u>
C.1.1 - Groundwater Environmental Actions				
C.2.1 - D&D of Building XX				
C.3.1 - Waste Disposal				
Total Cost				
Fee				
Total Cost and Fee				

Cost by Cost Element WBS 1.1 - Groundwater Environmental Actions

	<u>FY 2009</u>	<u>FY 2010</u>	<u>FY 2011</u>	<u>Total</u>
Direct Labor				
<i>Insert Direct Labor Categories</i>				
Fringe Benefits				
Direct Labor Overhead				
Materials				
Material Handling Overhead				
Equipment				
Subcontract Costs (Under \$?M)				
Disposal Costs				
Transportation Costs				
Treatment Costs				
Supplies				
Travel				
Relocation				
Other Direct Costs				
<i>Joint Venture/LLC Member/Other teaming arrangement/Subcontractor</i>				
<i>(\$?M or over) (complete for each major entity)</i>				
<i>Direct Labor</i>				
<i>Insert Direct Labor Categories</i>				
<i>Fringe Benefits</i>				
<i>Direct Labor Overhead</i>				
<i>Materials</i>				
<i>Material Handling Overhead</i>				
<i>Equipment</i>				
<i>Subcontract costs</i>				
<i>Disposal Costs</i>				
<i>Transportation Costs</i>				
<i>Treatment Costs</i>				
<i>Supplies</i>				
<i>Travel</i>				
<i>Relocation</i>				
<i>Other Direct Costs</i>				
G&A Costs				
Subtotal Cost				
G&A Costs				
Total Cost				

Each Spreadsheet shall be completed by FY and cumulatively

Cost by Cost Element WBS 1.1.1 - Groundwater Subproject X

	<u>FY 2009</u>	<u>FY 2010</u>	<u>FY 2011</u>	<u>Total</u>
Direct Labor				
Fringe Benefits				
Direct Labor Overhead				
Materials				
Material Handling Overhead				
Equipment				
Subcontract Costs (Under \$?M)				
Disposal Costs				
Transportation Costs				
Treatment Costs				
Supplies				
Travel				
Relocation				
Other Direct Costs				
<i>Joint Venture/LLC Member/Other teaming arrangement/Subcontractor (\$?M or Over) (complete for each major entity)</i>				
Direct Labor				
Insert Direct Labor Categories				
Fringe Benefits				
Direct Labor Overhead				
Materials				
Material Handling Overhead				
Equipment				
Subcontract costs				
Disposal Costs				
Transportation Costs				
Treatment Costs				
Supplies				
Travel				
Relocation				
Other Direct Costs				
G&A Costs				
Subtotal Cost				
G&A Costs				
Total Cost				

Each Spreadsheet shall be completed by FY and cumulatively

Appendix 3
Schedule C

Subcontracts - Consolidated Summary

<u>Description</u>	<u>FY 2009</u>	<u>FY 2010</u>	<u>FY 2011</u>	<u>Total All Years</u>
-A				
-B				
-C				
-D				
Total				

