

2. AMENDMENT/MODIFICATION NO. M183	3. EFFECTIVE DATE See Block 16c.	4. REQUISITION/PURCHASE REQ. NO. NOPR	5. PROJECT NO. (If applicable)
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6. ISSUED BY U.S. Department of Energy National Nuclear Security Administration P.O. Box 2050 Oak Ridge, TN 37831	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Babcock & Wilcox Technical Services Y-12, LLC P.O. Box 2009 MS 8014 Oak Ridge, TN 37831-8014	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22800
	10B. DATED (SEE ITEM 13) August 31, 2000

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required):

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

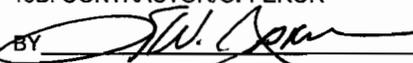
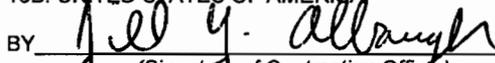
- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- X D. OTHER (Specify type of modification and authority):
P.L. 95-91,

E. IMPORTANT: Contractor is required to sign this document and return 2 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 add provisions addressing the American Recovery and Reinvestment Act (ARRA).
See Page 2

Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Scott W. Baker, Senior Vice President Business services	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jill Y. Albaugh Contracting Officer
15B. CONTRACTOR/OFFEROR BY 	16B. UNITED STATES OF AMERICA BY 
15C. DATE SIGNED 3/18/09	16C. DATE SIGNED 3/19/09

The following clauses are added to the contract to satisfy the requirements of the American Recovery and Reinvestment Act (ARRA). These terms are provided as interim standard terms and conditions and will be superseded if final Government-wide guidance is issued and effective.

H.61 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 ARRA 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

Contractors must include this clause in every subcontract over \$25,000 that is funded, in whole or in part, by the Recovery Act unless the subcontract is with an individual.

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. 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 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 paragraph H below.

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.

Note: The following paragraphs, H, I, and J, are in effect until the FAR is modified to implement these provisions of the Recovery Act. The Contractor agrees that the Contracting Officer may unilaterally modify the contract to incorporate the FAR clauses that implement the Recovery Act. The following paragraphs will no longer be valid and the contract will be considered modified to add the new FAR provisions and clauses in Section I.

H. American Recovery and Reinvestment Act-Reporting Requirements

(a) Definitions. As used in this clause -

“First-tier Subcontract” means a subcontract awarded directly by a Federal government prime contractor funded by the Recovery Act.

"Jobs Created" means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act (ARRA). This definition covers only positions established in the United States and outlying areas (see definition in FAR 2.101.) The number shall be expressed as "full-time equivalent" which shall include full-time, part-time, temporary, permanent, positions as expressed as a "person-year," consistent with the contractor's existing personnel procedures. This includes positions at the prime level, and the prime contractor's estimate of positions at the first subcontract tier.

"Jobs retained" means an estimate of those previously existing unfilled positions that are filled as a result of funding by the American Recovery and Reinvestment Act (ARRA). This definition covers only positions established in the United States and outlying areas (see definition in FAR 2.101.) The number shall be expressed as "full-time equivalent" which shall include full-time, part-time, temporary, permanent, positions as expressed as a "person-year," consistent with the contractor's existing personnel procedures. This includes positions at the prime level, and the prime contractor's estimate of positions at the first subcontract tier.

"Total Compensation" means the complete pay package of contractor employees, including all forms of money, benefits, services, and in-kind payments, consistent with the regulations of the Securities and Exchanges Commission at 17 CCR 229.402.

(b) This contract requires products and/or services which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor that receives contracts from a Federal agency under the Recovery Act to report on use of funds.

(c) Reporting starts with the later of the first calendar quarter in which the contractor invoices the Government for work funded by Recovery funds, or the second calendar quarter of 2009. Reporting is required not later than 10 days after the end of each calendar quarter. The Contractor shall report the following information, using the online reporting tool available at TBD. If the tool is not available when the contractor's report is due, the contractor shall maintain the data necessary to report for that quarter when the tool becomes available or submit the report in hard or soft copy if required by the Contracting Officer.

(1) the amount of recovery funds invoiced by the contractor, cumulative since the beginning of the contract;

(2) a detailed list of all services performed or supplies delivered for which the contractor has invoiced, including –

(i) project title, if any;

(ii) a description of the project;

(iii) an assessment of the contractor's progress towards the completion of the requirements of the contract (i.e., not started, less than 50% completed, completed 50% or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(iv) an estimate of the number of jobs created by the project, in the United States and outlying areas; and

(v) an estimate of the number of jobs retained by the project, in the United States and outlying areas. A job cannot be reported as both created and retained.

(3) the Government contract number.

(4) Names and total compensation of each of the five most highly compensated officers for the calendar year in which the contract is awarded if –

(i) in the Contractor's preceding fiscal year, the Contractor received--

(A) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) the public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(5) detailed information on any first-tier subcontract over \$25,000, where the subcontractor is not an individual, awarded by the contractor, funded under the Recovery Act, to include the following:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and of the subcontractor's parent company, if any.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System code.

(vi) Funding agency.

(vii) A description of the product or service to be provided under the subcontract.

(viii) Subcontract number (the contract number assigned by the prime contractor).

(ix) Subcontractor physical address including street address, city, state and nine-digit zip code and congressional district if in the United States.

(x) Subcontract primary performance location including street address, city, state and nine-digit zip code and congressional district if in the United States.

(xi) Names and total compensation of each of the five most highly compensated officers for the calendar year in which the subcontract is awarded if –

(i) entity in the subcontractor's preceding fiscal year, the subcontractor received --

(A) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(ii) the public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the

Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986,

(Note: the information in paragraphs (i) through (x) are not required to be reported for any contractor or first-tier subcontractor whose gross income did not exceed \$300,000 in the previous tax year.)

(6) For subcontracts under \$25,000 or any subcontracts awarded to an individual, the total number of subcontracts awarded in the quarter and their total dollar amount.

I. Audit and Records—Negotiation

(a) As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to—

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General—

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s or any subcontractors’

directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

J. Buy American

[When using funds appropriated under the American Recovery and Reinvestment Act for construction, use clauses 52.225-XX, 52.225-, 52.225-ZZ, or 52.225-.WW. Use 52.225-.XX and 52.225-YY for contracts for the construction, alteration, maintenance of a public building or public work performed in the United States under \$7,443,000 and 52.225-ZZ and 52.225-WW for contracts for the construction, alteration, maintenance of a public building or public work performed in the United States and over \$7,443,000.]

52.225-XX Required Use of American Iron, Steel, and Other Manufactured Goods and Buy American Act —Construction Materials.

(a) *Definitions.* As used in this clause—

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States.

“Foreign construction material” means a construction material other than a domestic construction material.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.*

(1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act (Pub. L. 111-5),) by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) The Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for unmanufactured domestic construction material.

(2) The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraph (b)(3) and (b)(4) of this clause.

(3) This requirement does not apply to the construction material or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate “none”]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable.

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;¹

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.*

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the American Recovery and Reinvestment Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the

¹ The contracting officer would have to compare the offered price using foreign material to the price if all domestic material were used, based on the information provided by the offeror. If it does not increase the overall price by more than 25%, then it is not allowed. Offeror must then provide domestic.

basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the American Recovery and Reinvestment Act or the Buy American Act applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
 <i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[Include all delivery costs to the construction site.]*

52.225-YY Notice of Required Use of American Iron, Steel, and Other Manufactured Goods and Buy American Act—Construction Materials.

(a) *Definitions.* “Construction material,” “domestic construction material,” “foreign construction material,” and “steel,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Other Manufactured Goods and Buy American Act—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-XX).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-XX in the request. If an offeror has not requested a determination regarding the inapplicability of 1605 of the American Recovery and Reinvestment Act or the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price—

(i) 25% of the offered price, if foreign iron, steel, or other manufactured goods used as construction material; and

(ii) 6% of the value of foreign unmanufactured construction material included in the offer.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-XX, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-XX for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-XX does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

Alternate I (DATE). As prescribed in 25.1102(e), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-XX.

52.225..ZZ Required Use of American Iron, Steel, and Other Manufactured Goods and Buy American Act—Construction Materials under Trade Agreements.

(a) *Definitions.* As used in this clause—

“Caribbean Basin country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free Trade Agreement country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.*

(1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act (Pub. L. 111-5), by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States;

(ii) The Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for unmanufactured domestic construction material other than iron and steel; and

(iii) The WTO GPA and Free Trade Agreements (FTAs). Therefore, the restrictions of section 1605 American Recovery and Reinvestment Act and the Buy American Act are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate “none”]

(4) The Contracting Officer may add other construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable.

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.*

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the American Recovery and Reinvestment Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the section 1605 of the American Recovery and Reinvestment Act or the Buy American Act applies, use of foreign construction material other than that permitted by trade agreements is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
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Item 1:

Foreign construction material _____

Domestic construction material _____

Item 2:

Foreign construction material _____

Domestic construction material _____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[Include all delivery costs to the construction site).]*

(End of clause)

Alternate I (DATE). As prescribed in 25.1102(e), add the following definition of “Bahrainian or Mexican construction material” to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

“Bahrainian or Mexican construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of Bahrain or Mexico; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain or Mexico into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials*. (1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act (Pub. L. 111-5), by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States;

(ii) The Buy American Act (41 U.S.C. 10a - 10d), by providing a preference for unmanufactured domestic construction material other than iron and steel; and

(iii) The WTO GPA and Free Trade Agreements (FTAs) except NAFTA and the Bahrain FTA. Therefore, the restrictions of section 1605 of the American Recovery and Reinvestment Act and the Buy American Act restrictions are waived for designated country construction materials other than Bahrainian or Mexican construction materials.

(2) The Contractor shall use only domestic or designated country construction material other than Bahrainian or Mexican construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

52.255-WW Notice of Required Use of American Iron, Steel, and Other Manufactured Goods and Buy American Act—Construction Materials under Trade Agreements.

(a) *Definitions*. “Construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of American Iron, Steel, and Other Manufactured Goods and Buy American Act—Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-ZZ1).

(b) *Requests for determination of inapplicability*. An offeror requesting a determination regarding the inapplicability of the section 1605 of the American Recovery and Reinvestment Act or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-ZZ in the request. If an offeror has not requested a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price—

(i) 25% of the offered price, if foreign iron, steel, or other manufactured goods used as construction material; and

(ii) 6% of the value of foreign unmanufactured construction material included in the offer.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-ZZ, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-ZZ for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-ZZ does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

Alternate I (DATE). As prescribed in 25.1102(d)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act or the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-ZZ.

Alternate II (DATE). As prescribed in 25.1102(e), add the definition of “Bahrainian or Mexican construction material” to paragraph (a) and substitute the following paragraph (d) for paragraph (d) of the basic provision:

(d) *Alternate offers.* (1) When an offer includes foreign construction material, except foreign construction material from a designated country other than Bahrain or Mexico, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-ZZ, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material other than Bahrainian or Mexican construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-ZZ for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-ZZ does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material other than Bahrainian or Mexican construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

All other terms and conditions remain unchanged.

End of Modification

B&W Y-12

American Recovery and Reinvestment Act

ATTACHMENT 2:

“B&W Y-12 accepts responsibility for all Recovery Act funds received to begin planning activities to cover the Stimulus Proposal Description project scope.”

This investment proposal will render the highest risk facility at Y-12 (Alpha-5) ready for Decontamination & Decommissioning (D&D) by removing all legacy material; remediate the most significant source of mercury contamination to surface water at Y-12; demolish surplus contaminated facilities to substantially change the Y-12 skyline; eliminate the hazard associated with two dilapidated, contaminated buildings; and facilitate collapse of the high security area resulting in a significantly more efficient cleanup program at Y-12. The Y-12 investment will create or save 540 jobs per year for the workforce in East Tennessee. Specific projects include:

- Prepare the highest risk facility at Y-12 (Alpha-5) for accelerated D&D by completing all legacy material disposition (estimated at 1.1M cubic feet) from approximately 613,000 square feet of floor space. This acceleration of Alpha-5 legacy material removal not only eliminates the potential for a significant release from a catastrophic failure of this deteriorating facility, it also enables its potential simultaneous D&D with Alpha-4 next door (which would occur after the high security area is collapsed by NNSA into an “East Fort”) resulting in a far more efficient overall cleanup program at Y-12.
- Eliminate the most significant source of off-site mercury transport, and the single greatest environmental concern at Y-12, by completing remediation of the Y-12 storm sewers in the West End Mercury Area (WEMA).
- Complete cleanup of the Y-12 Salvage Yard (7 acres). By removing over 31,000 cubic yards and nearly 1,000 containers of material from the Salvage Yard, Y-12 will affect a major skyline change at the plant, eliminate a source of uranium and other contaminants to surface water and groundwater, and render the underlying soil available for accelerated remediation, a project that is very important to State regulators.
- Complete removal of legacy material from the entire second floor of Beta-4 building (84,000 square feet). This acceleration reduces the Beta-4 source term and preserves the potential for completing the simultaneous D&D of all three major excess facilities at Y-12 in the event that ARRA under runs in other areas can be diverted to completion of Beta-4 cleanout. Absent this incremental progress, Beta-4 will lag substantially behind its two neighbors to the east (Alpha-5 and Alpha-4).

This document has been reviewed by an Authorized Derivative Classifier and UCNI Reviewing Official and has been determined to be UNCLASSIFIED and contains no UCNI.

This review does not constitute clearance for public release.

Amanda Crumby /s/ 3-12-09
Signature and Date

B&W Y-12

American Recovery and Reinvestment Act

- Complete cleanup and demolition of contaminated surplus Buildings 9211, 9769, 9224, and 92220 (136,000 square feet total). These buildings within the old Biology Complex are decaying rapidly, and represent a physical threat to workers and a threat of release of hazardous materials to the environment. Demolition of these buildings will result in a very visible skyline change at Y-12.
- Demolition of Building 9735 (15,043 square feet). Removal of this contaminated, excess building assists with logistical issues related to overall site transformation at Y-12, and constitutes completion of the entire “Engineering Row” at Y-12.
- Cleanup and demolition of the filter house and associated equipment attached to Building 9206. Cleanup of this area addresses a potential criticality safety issue in one of Y-12’s highest risk facilities. This potential criticality concern has been of interest to the Defense Nuclear Facilities Safety Board.

B&W Y-12

American Recovery and Reinvestment Act

Weekly/Monthly Milestones

Provide weekly milestones through May 8th
and Monthly milestones thereafter through Sept. 2011
(add lines as necessary)

		DATE	Amount (\$M)	Comments
1	NNSA-YSO issues interim Work Authorization Directive (WAD) authorizing Y-12 M&O contractor to initiate ARRA work; Complete subcontractor task order for support of container removal in the Salvage Yard.	3/6/2009		Requires YSO receipt of IEWO from DOE-ORO by 3/5/09. Day-for-day delay in milestone after 3/5.
2	Mobilize radcon and industrial hygiene teams in Alpha-5 and Beta-4 to initiate health and safety characterization; Mobilize subcontractor resources to the Salvage Yard.	3/13/2009		Requires M&O receipt of WAD by 3/6/09.
3	Begin removal of vegetative overgrowth in the Salvage Yard.	3/20/2009		
4	Initiate legacy material removal from Alpha 5, Beta-4, and the Salvage Yard.	3/27/2009		
5	Complete removal of vegetation in the Salvage Yard.	4/3/2009		
6	Complete removal of enough excess nuclear material in Beta-4 to downgrade the facility to a non-nuclear facility (below Category III).	4/10/2009		
7	Initiate container characterization and re-packaging operations in the Salvage Yard.	4/17/2009		
8	Issue RFP for inspection of WEMA storm sewers.	4/24/2009		
9	Initiate Alpha-5 Sampling and Analysis Plan.	5/1/2009		
10	Complete first off-site shipment of Salvage Yard Waste for disposal.	5/8/2009		
11	Complete first shipment of waste from Alpha-5 for disposal; Complete first shipment of waste from Beta-4 for disposal.	M-09		
12	Initiate visual inspection of WEMA storm sewers.	J-09		
13	Issue RFPs for subcontract support of demolition of Buildings 9735 and Biology Complex buildings.	J-09		
14	Complete Visual Inspection of WEMA storm sewers.	A-09		
15	Complete "Engineering Study" reporting on results of WEMA storm sewer inspection.	S-09		
16	Complete removal of enough excess nuclear material in Alpha-5 to downgrade the facility to a non-nuclear facility (below Category III).	O-09		
17	Initiate hazardous material abatement in Buildings 9735 and Biology Complex Buildings.	N-09		
18		D-09		

B&W Y-12

American Recovery and Reinvestment Act

Weekly/Monthly Milestones

Provide weekly milestones through May 8th and Monthly milestones thereafter through Sept. 2011 (add lines as necessary)		DATE	Amount (\$M)	Comments
19	Complete removal of all legacy material from the 4th floor of Alpha-5.	J-10		
20		F-10		
21	Complete removal of legacy material from the high bay and office areas on the second floor of Beta-4.	M-10		
22	Initiate demolition of Building 9735.	A-10		
23	Complete Remedial Action Work Plan for WEMA Storm Sewers.	M-10		Per FFA, due on 5/13/10.
24	Complete Salvage Yard Waste Handling Plan	J-10		Per FFA, due on 6/25/10.
25	Complete removal of all legacy material from the 2nd floor of Alpha-5.	J-10		
26	Complete disposition of all containerized waste from the Salvage Yard.	A-10		
27	Complete demolition of Building 9735.	S-10		
28		O-10		
29		N-10		
30		D-10		
31	Initiate demolition of Biology Complex buildings.	J-11		
32	Complete removal of legacy material from the Production Storage and Work Area (PSWA) on the second floor of Beta-4.	F-11		
33	Complete removal of all legacy material from the 3rd floor of Alpha-5.	M-11		
34		A-11		
35		M-11		
36		J-11		
37	Complete Waste Handling Plan for Alpha-5 legacy material.	J-11		Per FFA, due on 8/9/11. Requires completion of EE/CA (9/30/09) and AM (4/22/10) for all Y-12 buildings utilizing EM target funding.
38	Complete characterization of Alpha-5.	A-11		

B&W Y-12

American Recovery and Reinvestment Act

Weekly/Monthly Milestones

Provide weekly milestones through May 8th
and Monthly milestones thereafter through Sept. 2011
(add lines as necessary)

DATE

Amount
(\$M)

Comments

39	Complete legacy material disposition for Alpha-5; Complete demolition of Biology Complex buildings and waste disposition; Complete disposition of all Salvage Yard material; Complete cleaning and re-lining of WEMA storm sewers; Complete disposition of all legacy material from the 2nd floor of Beta-4; Complete cleanup and demolition of filter house for Building 9206.	S-11	

B&W Y-12

American Recovery and Reinvestment Act (ARRA)

ATTACHMENT 3:

“B&W Y-12 verifies that it has the appropriate systems and procedures to provide accounting, tracking and reporting between Recovery Act funds and non-Recovery Act funds to meet agency reporting requirements and to collect and disseminate information.”

ARRA funded projects will be planned, tracked, and managed as separate stand alone efforts from the traditional production work at the Y-12 National Security Complex (Y-12). Non-Production projects such as those proposed for ARRA funding are managed by an independent program management division that employs a formal project management process that is fully compliant with the requirements of DOE O 413.3A and utilizes an OECM certified Earned Value Management System to track and control the work from initial planning through completion. The managing contractor at Y-12, B&W Y-12 L.L.C. received DOE/OECM Certification of their Earned Value Management System (EVMS) in November 2007. The processes and procedures for implementing this ANSI/EIA-748 certified system are in place and provide accurate, reliable and timely data which measures project progress and performance while accurately relating cost, schedule and technical accomplishments at a level appropriate for management of the project.

The use of a formal Earned Value Management System ensures that:

- All aspects of the project scope of work are identified and planned.(Y30-79-LI-010, Y30-79-LI-013)
- Subcontracted work is identified and planned separately from work performed in-house.(Y30-79-LI-010)
- Key schedule milestones and deliverables are identified(Y30-79-LI-011)
- Progress towards meeting milestones and deliverables is quantitatively measured, analyzed and routinely reviewed with project stakeholders.(Y30-79-LI-011, Y30-79-LI-012, Y13-87-003)
- Variances from the approved project plan are adequately identified, analyzed and reflected in a monthly Estimate at Completion. Corrective actions to mitigate variances are identified and tracked to completion.(Y30-79-LI-012, Y30-79-LI-013, Y30-79-LI-014)
- Project funds are utilized only in the performance of authorized work.(Y30-79-LI-009SD, Y30-79-LI-010)
- Project cash flow requirements are identified and reconciled with authorized funds.(Y30-79-LI-010)
- All resources necessary to execute the project are identified and available when needed(Y30-79-LI-010, Y30-79-LI-011)
- Leading and lagging indicators are established, monitored and evaluated on a periodic basis.(Y30-79-LI-012, Y30-79-LI-014)
- Independent oversight of project performance ensures consistency, completeness and accuracy of project reporting to external stakeholders. (Y30-79-LI-016)

This document has been reviewed by an Authorized Derivative Classifier and UCNI Reviewing Official and has been determined to be UNCLASSIFIED and contains no UCNI.

This review does not constitute clearance for public release.

Amanda Crumby /s/ 3-12-09

Signature and Date

B&W Y-12

American Recovery and Reinvestment Act (ARRA)

In addition to the formal control afforded by an Earned Value Management System, additional established Project Management processes provide for:

- A structured Risk Assessment and Risk Management process to identify and mitigate risks associated with the project. *(Y13-009)*
- Auditable finance and accounting processes to adequately plan, manage and account for the utilization of appropriated funds. *(Y30-607)*
- Independent internal controls and auditing to prevent, identify and/or mitigate Waste, Fraud and Abuse *(Y12-029)*
- Established Human Capital processes to identify, recruit and hire personnel in a timely fashion as necessary to meet project requirements. *(Y11-512)*
- A defined process for the periodic review of project performance with DOE/NNSA. *(Y13-87-003)*
- The necessary infrastructure and management systems to satisfy any unique ARRA requirements to allow the transparency requested by the Administration. *(Y13-002PD)*

B&W Y-12

American Recovery and Reinvestment Act (ARRA)

Procedure Cross-Reference to ARRA Certification Requirements

Identify the projects receiving Recovery Act (RA) Funding and the amounts funded	Y30-79-LI-010 Define Project WBS Y13-013 Planning Preparing & Execution of Demolition Work
Separately track and manage RA funds	Y30-79-LI-010 Work Authorization
Modify and manage contracts for RA fund work	Y30-811 Subcontract Management
Provide sufficient qualified personnel to oversee RA projects	Y30-79-LI-010 Define/Develop OBS & RAM
Ensure environmental, safety, health and quality assurance systems are functioning	Y71-100PD Environmental Management System Y12-047 Integrated Safety Mgmt System Y78-001 Occupational Medicine Program Y60-101PD Quality Program
Provide regulator, government, and stakeholder liaison	Y13-87-003 Performance Analysis & Reporting
Ensure project outputs and outcomes are clear and measurable	Y30-79-LI-010 Define the work scope
Measure project outputs and outcomes	Y30-79-LI-012 Earned Value
Track project progress against RA accountability measures	Y30-79-LI-011 Schedules Y30-79-LI-012 Earned Value
Determine if existing resources are sufficient to achieve project objectives	Y30-79-LI-011 Schedules
Mitigate risk of waste, fraud, and abuse	Y13-009 Project Risk Management
Identify performance issues with funding recipients	Y30-610 Funds Administration and Control
Monitor ongoing project performance for leading or lagging indicators	Y30-79-LI-012 Earned Value Y13-87-003 Performance Analysis & Reporting

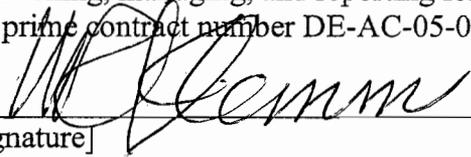
ATTACHMENT 4

Recovery Act Project Site Manager Reporting Certification (Mar 2009)

- a. With respect to funds provided by the American Recovery and Reinvestment Act of 2009 (P.L. 111-5) (Recovery Act) made available to B&W Y-12 L.L.C., the President and General Manager verifies that the systems to track, manage, and report on use of Recovery Act funds are in place and functional. The President and General Manager accepts responsibility for the project scope described in the attached Stimulus Proposal Description, being executed, in accordance with prime contract number DE-AC-05-00OR22800. By completing the certification herein, the President and General Manager accepts responsibility for all Recovery Act funds received to begin planning activities to cover the Stimulus Proposal Description project scope (See Attachment A).
- b. By completing the certification herein, the President and General Manager verifies the site has appropriate systems and procedures to provide accounting, tracking and reporting between Recovery Act funds and non-Recovery Act funds to meet agency reporting requirements and to collect and disseminate information (See Attachment B).
- c. With each report of Recovery Act funds disposition submitted to the agency, the President and General Manager certifies that the report is true, accurate and complete, to the best of their knowledge and belief.
- d. The President and General Manager shall execute the following certification:

Certification:

I, Darrel P. Kohlhorst, am the President and General Manager overseeing the performance of the projects as described in the attached Stimulus Proposal Description for the Y-12 National Security Complex. I completed a comprehensive review of the Y-12 National Security Complex systems for tracking, managing, and reporting Recovery Act funds and hereby certify that the site is ready to begin comprehensive and detailed planning for the Stimulus Proposal Description projects. Based on this review, B&W Y-12 L.L.C. declares that the systems for tracking, managing, and reporting for Recovery Act funds are effectively implemented in accordance with our prime contract number DE-AC-05-00OR22800.



[Signature]

Darrel P. Kohlhorst

[Typed Name]

President and General Manager

[Title]

Y-12 National Security Complex

[Name of Site Office]

March 12, 2009

[Date]

B&W Y-12 ARRA Readiness Certification

Section A:

“With respect to funds provided by the American Recovery and Reinvestment Act of 2009 (P.L. 111-5) (Recovery Act) made available to B&W Y-12 L.L.C., the President and General Manager verifies that the systems to track, manage, and report on use of Recovery Act funds are in place and functional. The President and General Manager accepts responsibility that the project scope described in the attached Stimulus Proposal Description in accordance with prime contract number DE-AC-05-00OR22800. By completing the certification herein, the President and General Manager accepts responsibility for all Recovery Act funds received to begin planning activities to cover the Stimulus Proposal Description project scope.”

This investment proposal will render the highest risk facility at Y-12 (Alpha-5) ready for Decontamination & Decommissioning (D&D) by removing all legacy material; remediate the most significant source of mercury contamination to surface water at Y-12; demolish surplus contaminated facilities to substantially change the Y-12 skyline; eliminate the hazard associated with two dilapidated, contaminated buildings; and facilitate collapse of the high security area resulting in a significantly more efficient cleanup program at Y-12. The Y-12 investment will create or save 540 jobs per year for the workforce in East Tennessee. Specific projects include:

- Prepare the highest risk facility at Y-12 (Alpha-5) for accelerated D&D by completing all legacy material disposition (estimated at 1.1M cubic feet) from approximately 613,000 square feet of floor space. This acceleration of Alpha-5 legacy material removal not only eliminates the potential for a significant release from a catastrophic failure of this deteriorating facility, it also enables its potential simultaneous D&D with Alpha-4 next door (which would occur after the high security area is collapsed by NNSA into an “East Fort”) resulting in a far more efficient overall cleanup program at Y-12.
- Eliminate the most significant source of off-site mercury transport, and the single greatest environmental concern at Y-12, by completing remediation of the Y-12 storm sewers in the West End Mercury Area (WEMA).
- Complete cleanup of the Y-12 Salvage Yard (7 acres). By removing over 31,000 cubic yards and nearly 1,000 containers of material from the Salvage Yard, Y-12 will affect a major skyline change at the plant, eliminate a source of uranium and other contaminants to surface water and groundwater, and render the underlying soil available for accelerated remediation, a project that is very important to State regulators.
- Complete removal of legacy material from the entire second floor of Beta-4 building (84,000 square feet). This acceleration reduces the Beta-4 source term and preserves the potential for completing the simultaneous D&D of all three major excess facilities at Y-12 in the event that ARRA under runs in other areas can be diverted to completion of Beta-4 cleanout. Absent this incremental progress, Beta-4 will lag substantially behind its two neighbors to the east (Alpha-5 and Alpha-4).

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Amanda Crumby /s/ 3-12-09
Signature and Date

B&W Y-12 ARRA Readiness Certification

- Complete cleanup and demolition of contaminated surplus Buildings 9211, 9769, 9224, and 92220 (136,,000 square feet total). These buildings within the old Biology Complex are decaying rapidly, and represent a physical threat to workers and a threat of release of hazardous materials to the environment. Demolition of these buildings will result in a very visible skyline change at Y-12.
- Demolition of Building 9735 (15,043 square feet). Removal of this contaminated, excess building assists with logistical issues related to overall site transformation at Y-12, and constitutes completion of the entire “Engineering Row” at Y-12.
- Cleanup and demolition of the filter house and associated equipment attached to Building 9206. Cleanup of this area addresses a potential criticality safety issue in one of Y-12’s highest risk facilities. This potential criticality concern has been of interest to the Defense Nuclear Facilities Safety Board.

B&W Y-12 ARRA Readiness Certification

Weekly/Monthly Milestones

Provide weekly milestones through May 8th
and Monthly milestones thereafter through Sept. 2011
(add lines as necessary)

		DATE	Amount (\$M)	Comments
1	NNSA-YSO issues interim Work Authorization Directive (WAD) authorizing Y-12 M&O contractor to initiate ARRA work; Complete subcontractor task order for support of container removal in the Salvage Yard.	3/6/2009	0.00	Requires YSO receipt of IEWO from DOE-ORO by 3/5/09. Day-for-day delay in milestone after 3/5.
2	Mobilize radcon and industrial hygiene teams in Alpha-5 and Beta-4 to initiate health and safety characterization; Mobilize subcontractor resources to the Salvage Yard.	3/13/2009	0.00	Requires M&O receipt of WAD by 3/6/09.
3	Begin removal of vegetative overgrowth in the Salvage Yard.	3/20/2009	0.00	
4	Initiate legacy material removal from Alpha 5, Beta-4, and the Salvage Yard.	3/27/2009	0.00	
5	Complete removal of vegetation in the Salvage Yard.	4/3/2009	0.00	
6	Complete removal of enough excess nuclear material in Beta-4 to downgrade the facility to a non-nuclear facility (below Category III).	4/10/2009	0.00	
7	Initiate container characterization and re-packaging operations in the Salvage Yard.	4/17/2009	0.00	
8	Issue RFP for inspection of WEMA storm sewers.	4/24/2009	0.00	
9	Initiate Alpha-5 Sampling and Analysis Plan.	5/1/2009	0.00	
10	Complete first off-site shipment of Salvage Yard Waste for disposal.	5/8/2009	0.00	
11	Complete first shipment of waste from Alpha-5 for disposal; Complete first shipment of waste from Beta-4 for disposal.	M-09	0.00	
12	Initiate visual inspection of WEMA storm sewers.	J-09	0.00	
13	Issue RFPs for subcontract support of demolition of Buildings 9735 and Biology Complex buildings.	J-09	0.00	
14	Complete Visual Inspection of WEMA storm sewers.	A-09	0.00	
15	Complete "Engineering Study" reporting on results of WEMA storm sewer inspection.	S-09	0.00	
16	Complete removal of enough excess nuclear material in Alpha-5 to downgrade the facility to a non-nuclear facility (below Category III).	O-09	0.00	
17	Initiate hazardous material abatement in Buildings 9735 and Biology Complex Buildings.	N-09	0.00	
18		D-09	0.00	
19	Complete removal of all legacy material from the 4th floor of Alpha-5.	J-10	0.00	
20		F-10	0.00	

B&W Y-12 ARRA Readiness Certification

Weekly/Monthly Milestones

Provide weekly milestones through May 8th
and Monthly milestones thereafter through Sept. 2011
(add lines as necessary)

		DATE	Amount (\$M)	Comments
21	Complete removal of legacy material from the high bay and office areas on the second floor of Beta-4.	M-10		
22	Initiate demolition of Building 9735.	A-10		
23	Complete Remedial Action Work Plan for WEMA Storm Sewers.	M-10		Per FFA, due on 5/13/10.
24	Complete Salvage Yard Waste Handling Plan	J-10		Per FFA, due on 6/25/10.
25	Complete removal of all legacy material from the 2nd floor of Alpha-5.	J-10		
26	Complete disposition of all containerized waste from the Salvage Yard.	A-10		
27	Complete demolition of Building 9735.	S-10		
28		O-10		
29		N-10		
30		D-10		
31	Initiate demolition of Biology Complex buildings.	J-11		
32	Complete removal of legacy material from the Production Storage and Work Area (PSWA) on the second floor of Beta-4.	F-11		
33	Complete removal of all legacy material from the 3rd floor of Alpha-5.	M-11		
34		A-11		
35		M-11		
36		J-11		
37	Complete Waste Handling Plan for Alpha-5 legacy material.	J-11		Per FFA, due on 8/9/11. Requires completion of EE/CA (9/30/09) and AM (4/22/10) for all Y-12 buildings utilizing EM target funding.
38	Complete characterization of Alpha-5.	A-11		
39	Complete legacy material disposition for Alpha-5; Complete demolition of Biology Complex buildings and waste disposition; Complete disposition of all Salvage Yard material; Complete cleaning and re-lining of WEMA storm sewers; Complete disposition of all legacy material from the 2nd floor of Beta-4; Complete cleanup and demolition of filter house for Building 9206.	S-11		

B&W Y-12 ARRA Readiness Certification

Section B:

“By completing the certification herein, the President and General Manager verifies the site has appropriate systems and procedures to provide accounting, tracking and reporting between Recovery Act funds and non-Recovery Act funds to meet agency reporting requirements and to collect and disseminate information.”

ARRA funded projects will be planned, tracked, and managed as separate stand alone efforts from the traditional production work at the Y-12 National Security Complex (Y-12). Non-Production projects such as those proposed for ARRA funding are managed by an independent program management division that employs a formal project management process that is fully compliant with the requirements of DOE O 413.3A and utilizes an OECM certified Earned Value Management System to track and control the work from initial planning through completion. The managing contractor at Y-12, B&W Y-12 L.L.C. received DOE/OECM Certification of their Earned Value Management System (EVMS) in November 2007. The processes and procedures for implementing this ANSI/EIA-748 certified system are in place and provide accurate, reliable and timely data which measures project progress and performance while accurately relating cost, schedule and technical accomplishments at a level appropriate for management of the project.

The use of a formal Earned Value Management System ensures that:

- All aspects of the project scope of work are identified and planned.(Y30-79-LI-010, Y30-79-LI-013)
- Subcontracted work is identified and planned separately from work performed in-house.(Y30-79-LI-010)
- Key schedule milestones and deliverables are identified(Y30-79-LI-011)
- Progress towards meeting milestones and deliverables is quantitatively measured, analyzed and routinely reviewed with project stakeholders.(Y30-79-LI-011, Y30-79-LI-012, Y13-87-003)
- Variances from the approved project plan are adequately identified, analyzed and reflected in a monthly Estimate at Completion. Corrective actions to mitigate variances are identified and tracked to completion.(Y30-79-LI-012, Y30-79-LI-013, Y30-79-LI-014)
- Project funds are utilized only in the performance of authorized work.(Y30-79-LI-009SD, Y30-79-LI-010)
- Project cash flow requirements are identified and reconciled with authorized funds.(Y30-79-LI-010)
- All resources necessary to execute the project are identified and available when needed(Y30-79-LI-010, Y30-79-LI-011)
- Leading and lagging indicators are established, monitored and evaluated on a periodic basis.(Y30-79-LI-012, Y30-79-LI-014)
- Independent oversight of project performance ensures consistency, completeness and accuracy of project reporting to external stakeholders. (Y30-79-LI-016)

This document has been reviewed by an Authorized Derivative Classifier and UCNI Reviewing Official and has been determined to be UNCLASSIFIED and contains no UCNI.

This review does not constitute clearance for public release.

Amanda Crumby /s/ 3-12-09

Signature and Date

B&W Y-12 ARRA Readiness Certification

In addition to the formal control afforded by an Earned Value Management System, additional established Project Management processes provide for:

- A structured Risk Assessment and Risk Management process to identify and mitigate risks associated with the project. *(Y13-009)*
- Auditable finance and accounting processes to adequately plan, manage and account for the utilization of appropriated funds. *(Y30-607)*
- Independent internal controls and auditing to prevent, identify and/or mitigate Waste, Fraud and Abuse *(Y12-029)*
- Established Human Capital processes to identify, recruit and hire personnel in a timely fashion as necessary to meet project requirements. *(Y11-512)*
- A defined process for the periodic review of project performance with DOE/NNSA. *(Y13-87-003)*
- The necessary infrastructure and management systems to satisfy any unique ARRA requirements to allow the transparency requested by the Administration. *(Y13-002PD)*

B&W Y-12 ARRA Readiness Certification

Procedure Cross-Reference to ARRA Certification Requirements

Identify the projects receiving Recovery Act (RA) Funding and the amounts funded	Y30-79-LI-010 Define Project WBS Y13-013 Planning Preparing & Execution of Demolition Work
Separately track and manage RA funds	Y30-79-LI-010 Work Authorization
Modify and manage contracts for RA fund work	Y30-811 Subcontract Management
Provide sufficient qualified personnel to oversee RA projects	Y30-79-LI-010 Define/Develop OBS & RAM
Ensure environmental, safety, health and quality assurance systems are functioning	Y71-100PD Environmental Management System Y12-047 Integrated Safety Mgmt System Y78-001 Occupational Medicine Program Y60-101PD Quality Program
Provide regulator, government, and stakeholder liaison	Y13-87-003 Performance Analysis & Reporting
Ensure project outputs and outcomes are clear and measurable	Y30-79-LI-010 Define the work scope
Measure project outputs and outcomes	Y30-79-LI-012 Earned Value
Track project progress against RA accountability measures	Y30-79-LI-011 Schedules Y30-79-LI-012 Earned Value
Determine if existing resources are sufficient to achieve project objectives	Y30-79-LI-011 Schedules
Mitigate risk of waste, fraud, and abuse	Y13-009 Project Risk Management
Identify performance issues with funding recipients	Y30-610 Funds Administration and Control
Monitor ongoing project performance for leading or lagging indicators	Y30-79-LI-012 Earned Value Y13-87-003 Performance Analysis & Reporting