

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 216	3. EFFECTIVE DATE 09/03/2010	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY NNSA/Oakridge Site Office U.S. Department of Energy NNSA/Y-12 Site Office P.O. Box 2050 Building 9704-2 Oak Ridge TN 37831	CODE 05008	7. ADMINISTERED BY (If other than Item 6) NNSA/Oakridge Site Office U.S. Department of Energy NNSA/Y-12 Site Office P.O. Box 2050 Building 9704-2 Oak Ridge TN 37831	CODE 05008	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BABCOCK & WILCOX TECHNICAL SERVICES Y-12, LLC Attn: WILLIE J. WILSON PO BOX 2009 602 SCARBORO RD., N1.149/MS 8004 OAK RIDGE TN 378318004		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 141952312 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22800	10B. DATED (SEE ITEM 13) 08/31/2000	

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

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

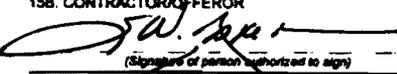
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) 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: American Recovery and Reinvestment Act
X	D. OTHER (Specify type of modification and authority) P.L. 95-91

E. IMPORTANT: Contractor is not  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 attach the revised ARRA clause and Work Authorization Directive. This Modification is an American Recovery and Reinvestment Act action. See Page 2.

LIST OF CHANGES:  
Buyer changed  
from Linda L Sanchez  
to Jill Y Albaugh  
Contracting Officer changed  
from Martha L Youngblood  
Continued ...

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) Scott W. Baker, Senior Vice President, Business Services		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jill Y. Albaugh	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9-2-10	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 09/03/2010

NSN 7540-01-152-8070  
Previous edition unusable

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

The Purpose of this modification is to replace the current Clause B.4 and attachment G with the following clause B.4 dated September, 2010, and Section J, Attachment G--Work Authorization Directive (WAD) for the American Recovery and Reinvestment Act, **Revision 7**.

**B.4 AMERICAN RECOVERY AND REINVESTMENT WORK (September 2010)**

Total Funds authorized including maximum available performance fee, if any, for work funded under the American Recovery and Reinvestment Act (Recovery Act).

<u>Year</u>	<u>Total Funds Authorized</u>
2009--2011	\$245,367,824.00

The Contractor shall not start work funded under the Recovery Act until the Contractor receives a Work Authorization and funds are authorized by the Contracting Officer. The contractor is authorized to incur costs not to exceed the amount as stipulated in the Recovery Act Inter-Entity Work Orders and is reflected in the Work Authorization Directive. This must also be consistent with the other contract terms and conditions of the contract, including the Work Authorization(s) and the Work Authorization Directive. Additional fee, if any, for the performance of work under the Recovery Act shall be determined by NNSA in accordance with Section B-2, and applicable NNSA policy.

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**NATIONAL NUCLEAR SECURITY ADMINISTRATION  
U.S. DEPARTMENT OF ENERGY (U.S. DOE)  
WORK AUTHORIZATION DIRECTIVE (WAD)**

**TO**

**Babcock & Wilcox Technical Services, LLC (B&W Y-12)**

**PROGRAM TITLE: American Recovery and Reinvestment Act**  
**WORK AUTHORIZATION NUMBER: 1.10.01 Revision: 7**  
**PERFORMANCE PERIOD: May 7, 2009 through September 30, 2011**

**1. Funding and Definitization**

The funds authorized for this Work Authorization Directive are subject to the following:

**Baseline Value: \$219,250,000.00 (May 7, 2009 to September 30, 2011)**  
**(\$3,204,000.00 BCP through September 30, 2011)**  
**\$ 26,117,824.00 (August 2010 to September 30, 2011)**

**Authorization Value: \$245,367,824.00**

**Limitation of Cost: \$184,025,868.00**

Pursuant to the clause B.04 and H.19, entitled "Work Authorization System," total funds in the amount of \$245,367,824.00 are authorized for the performance of this WAD and made available for payment of allowable costs and fee earned related only to the Recovery Act work from May 1, 2009 through September 30, 2011. The contractor is approved to incur costs up to the Limitation of Cost amount of the Authorization Value of the WAD. Included in the baseline of the \$245,367,824.00; the following fee has been negotiated on the original \$216,046.00: 2009 will have a 4% award fee; while 2010 and 2011 will have a 6% award fee with Performance Based Incentives that will be addressed in an ARRA Performance Evaluation Plan. A new project for the Y-12 Remediation is added as of August 2010 with a definitized baseline of \$26,117,824.00. Revision 7 to this modification also reflects a BCP that added \$3,204,000.00 to the Old Salvage Yard Project for sampling. Clarification and definition of the Remediation task will be administered through the baseline proposal process.

Associated accounting and appropriation data is as follows:

(Budget Outlay in the chart below is the Limitation of Cost, of which the Contractor is not authorized to exceed. It is noted that funding is obligated by DOE Oak Ridge Office (ORO). NNSA YSO provides authorization to use the ORO obligations. As of Revision 7 to this WAD, the Limitation of Cost/Budget Outlay is established as a pool – to be shared among 8 projects. B&W will have to inform the contracting officer 30 days prior to reaching the cost ceiling. B&W will maintain the cost integrity of the cost/budget outlay for each project when managing the newly established pool.

<i>IEWO</i>	<i>Project</i>	<i>Budget Authority</i>	<i>Budget Outlay</i>	<i>Performance Baseline</i>
M1WALA09G1	Alpha 5	\$109,492,000.00	--	\$109,492,000.00
M1WEM09G2	WEMA	8,065,000.00	--	8,065,000.00
M1WBET09G3	Beta 4	19,947,000.00	--	19,947,000.00
M1WSAL09G4	Salvage Yard	38,105,000.00	--	38,105,000.00
M1WFIL09G5	Building 9206	9,618,000.00	--	9,618,000.00
M1WDEM09I8	Building 9735	4,169,000.00	--	4,169,000.00
M1WBIL09G6	Biology Complex	29,854,000.00	--	29,854,000.00
M1WOSY10S2	Y-12 Scrap Yard Remediation	26,117,824.00	--	26,117,824.00
Total		\$245,367,824.00	\$184,025,868.00	\$245,367,824.00

2. The specific statement of work funded by this work authorization pursuant to the American Recovery and Reinvestment Act, Pub. L. 111-5, (Recovery Act) is as follows:

*The American Recovery and Reinvestment Act (ARRA) missions under the Waste Management and Integrated Facilities Disposition Program are to accelerate demolition of high-priority surplus risk to human health, the environment and the Y-12 mission, and to accelerate remediation of the most significant sources of off-site mercury releases. These activities will reduce immediate risk to the environment, the public, and the Y-12 workforce from legacy facilities and associated environmental releases; stimulate the local economy by immediately producing new jobs, with emphasis on the local small business subcontracting community; reduce the inventory of legacy hazardous and radioactive waste with the potential to release contaminants to the environment; conserve energy and reduce surveillance and maintenance (S&M) costs associated with legacy facilities; and address long-standing infrastructure issues.*

*Regardless of WAD/BCP values, B&W Y-12 is always limited to the values of funding provided.*

This document may constitute an interim authorization and may be revised based on subsequent approved Project Operating Plans (POPs) as deemed appropriate.

Activities will be managed by Babcock & Wilcox Technical Services Y-12, LLC (B&W Y-12), under Contract Number DE-AC05-00-OR22800.

This WAD authorizes the execution of the work scope (with the exception of capital projects) identified in the Prioritized Project List (PPL), which is included in this WAD.

Basis of estimates (BOEs) have been incorporated into the Prioritized Project List (PPLs). B&W Y-12 may execute the activities in the PPL as provided in this document. Any changes to WAD technical scope, cost, or schedule that meet the definition of Level 1 or 2 baseline change must be approved by the Y-12 Site Office (Level 2) and/or NNSA Headquarters (for Level 1 only) utilizing the Baseline Change Proposal (BCP) process in accordance with B&W Y-12 Procedure Y30-601.

This WAD reflects the Work Authorizations and Inter-Entity Work Orders that have been approved to date and reflects budget authorization values and scope for the following projects:

**SUMMARY STATEMENT OF WORK:**

The current American Recovery and Reinvestment Act (ARRA) scope under the Waste Management and Integrated Facilities Disposition Program consists of the demolition of five

facilities, the removal of legacy material in part or total from 2 facilities, decontamination and decommissioning (D&D) of a filter housing in a single facility, and the remediation of two facilities/areas over the next 30 months (March 2009-September 2011). Specific projects include:

- Removal of All Legacy Material from 9201-5 (Alpha-5)
- Removal of Legacy Material from the second floor of 9204-4 (Beta-4)
- Demolition of Buildings 9211, 9220, 9224, 9769
- Deactivation and Demolition (D&D) of Building 9206 bag filter house and associated recovery furnace
- Demolition of Building 9735
- Salvage Yard Remediation
- West End Mercury Area (Storm Sewer) Remediation
- Y-12 Scrap Yard Remediation

The Project Code for all projects included in this WAD is 2002100.

## **ALPHA-5 LEGACY MATERIAL DISPOSITION PROJECT**

### **Background**

The Alpha-5 (9201-5) building is approximately 613,000 square feet and was constructed in 1946 to house alpha-stage Calutrons for uranium enrichment. It is currently designated as a Nuclear Hazard Category 3 facility. In addition to uranium enrichment, past operations in the facility include COLEX enrichment operations, and various metallurgical and machining processes involving uranium and beryllium. Alpha-5 includes beryllium areas, legacy material, and facility contamination which may involve enriched uranium, depleted uranium, and lithium. Contaminants of concern include, but are not limited to, mercury, asbestos, polychlorinated biphenyls (PCBs), beryllium, and radiological contamination.

### **Scope**

This scope of work for the Alpha-5 Legacy Material Disposition Project is to complete removal and disposition of all legacy materials in Building 9201-5 (Alpha-5) to prepare the facility for eventual deactivation and demolition (D&D) under the Integrated Facility Disposition Program (IFDP). The contractor shall furnish all labor, equipment, materials, and supplies necessary to complete the scope of work in a safe, compliant and efficient manner. All work shall be in accordance with applicable federal, state, and local regulations, codes and standards, DOE Orders, and Environment, Safety and Health (ES&H) requirements.

Legacy materials/waste will be further characterized if necessary, treated if required, and prepared/packaged for shipment to the EMWMF, ORR Landfills, or shipped to other appropriate, permitted disposal facilities. Legacy materials include items such as, but not limited to non-process equipment, containers, tools and miscellaneous contaminated office equipment. Legacy materials are defined as easily removable items that involve minimal reconfiguration efforts, e.g. unbolting, unplugging, wire cutting, or cold cutting. Those materials that have been determined to be either radiologically or chemically contaminated and are waste, may require segregation, size reduction, compaction, and treatment as necessary to meet WACs.

The project will be performed in accordance with the requirements of the Federal Facility Agreement for the Oak Ridge Reservation and an Action Memorandum for a time-critical removal action which will be prepared by DOE-EM. This Action Memorandum combines the scope of this project with the scope of the Beta-4 Legacy Material Disposition Project, thereby permitting a shared and combined Waste Handling Plan (WHP). A Waste Handling Plan (WHP) including a Sampling and Analysis Plan (SAP), as well as characterization, preparation of waste profiles, and any necessary sorting/segregation and/or size reduction prior to transportation to an approved disposal site are included in this work scope. Waste profiles, for waste to be disposed at the Environmental Management Waste Management Facility (EMWMF), will be developed and submitted to the EMWMF WAC Attainment Team for approval prior to disposal at the EMWMF. Scope also includes coordination of waste shipments with the DOE contractor for EMWMF and Landfill operations, including input to the contractor's Waste Generation Forecast. Some waste may be shipped to an approved off-site facility for treatment and/or disposal. This project scope includes preparation of a Removal Action Report (RmAR) for regulatory approval (Alpha-5 and Beta-4 legacy material disposition).

Project reporting will be performed in accordance with the requirements of the ARRA. Project

Performance shall be reported using an ANSI/EIA-748-A-1998 certified Earned Value Management System.

<b>Section A: <u>Contractor Recovery Act Schedule or Milestone Requirements</u></b>	
Complete project performance baseline, including Waste Generation Forecast, and schedule for obtaining approval for EMWMF shipments	5/31/09
Mobilize radcon and industrial hygiene teams to initiated health and safety characterization	6/2009
Initiate legacy material removal	6/2009
Complete first shipment of waste for disposal	6/2009
Complete Waste Handling Plans for legacy material disposition	9/2009*
Complete removal of enough excess nuclear material to downgrade the facility hazard category to a "non-nuclear facility"	10/2009
Complete removal of all legacy material from the 4th floor of Alpha-5	3/2010
Complete removal of all legacy material from the 2nd floor of Alpha-5	9/2010
Complete removal of all legacy material from the 3rd floor of Alpha-5	3/2011
Complete Legacy Material Disposition for Alpha-5	9/2011
<b>Section B: <u>Contractor Recovery Act Performance Outcomes and Measures</u></b>	
Complete Legacy Material Disposition for Alpha-5 according to schedule.	
<b>Section C: <u>Contractor Recovery Act Deliverables</u></b>	
Legacy Material Disposition for Alpha-5.	

\*One Waste Handling Plan and one RmAR may be submitted for both Alpha-5 and Beta-4. This is permissible since the LMD of both projects was covered in one action memorandum for time critical removal action.

## West End Mercury Area (WEMA) Storm Sewer Remediation Project

The West End Mercury Area (WEMA) consists of former mercury use buildings Beta-4 (9204-4), Alpha-4 (9201-4), and Alpha-5 (9201-5) located in the west end of the Y-12 main plant area, including mercury contaminated soils and storm sewers in the immediate vicinity.

### Scope

This scope of work for the West End Mercury Area (WEMA) Storm Sewer Remediation project is to complete the storm sewer remedial actions specified in the Upper East Fork Poplar Creek (UEFPC) Phase I Record of Decision (ROD). The project objective is to remove contaminated sediments from the storm sewers located in the WEMA of the Y-12 National Security Complex (Y-12), and reline or repair storm sewers and catch basins as needed. The WEMA consists of former mercury use buildings Beta-4 (9204-4), Alpha-4 (9201-4), and Alpha-5 (9201-5) located in the west end of the Y-12 main plant area, including mercury contaminated soils and storm sewers in the immediate vicinity. The project will:

- Complete design activities including video inspection of storm sewer pipe and sampling during video inspection;
- Prepare an Engineering Study Report;
- Prepare combined Remedial Action Work Plan (RAWP) and Waste Handling Plan (WHP), as needed;
- Complete storm sewer remediation in accordance with the UEFPC Phase I ROD
- Dispose of waste that is generated, including soil, sediment, and rinse water;
- Prepare Phased Construction Completion Report (PCCR).

A video inspection will be conducted on the storm sewer west of Outfall 200. The results of the video inspection and engineering study will determine the actual length of storm sewer to be cleaned and relined. This project assumes approximately 11,500 LF of storm sewer would be cleaned and 2,650 LF will be relined. Remediation activities include mobilization, relining storm sewer system, sampling, transporting soil and sediment to the pretreatment area, pre-treating the sediment and soil, transporting the sediment and soil to the Environmental Management Waste Management Facility (EMWMF) or other approved disposal facility for disposal and demobilizing. Contaminated sediment and soil that do not meet the WAC for EMWMF will be sent off-site for treatment and disposal. It is assumed that approximately 500 CY of contaminated sediment and 100 CY of contaminated soil will be generated from cleaning and excavation to repair sections of the storm sewer. Sampling will be performed to determine necessary pretreatment and for documentation with EMWMF waste acceptance criteria. Scope assumes 15% of storm sewer wastes will require low temperature thermal desorption (LTTD) treatment and stabilization (this includes 75 CY of sediment and 15 CY of soil). Scope assumes 500,000 gallons of wastewater will be treated at an on-site treatment facility. Scope includes coordination of waste shipments with the DOE contractor for EMWMF, including input to the contractor's Waste Generation Forecast. This project includes preparation of a Phased Construction Completion Report.

Project reporting will be performed in accordance with the requirements of the American Recovery and Reinvestment Act (ARRA) of 2009. Project Performance shall be reported using an ANSI/EIA-748-A-1998 certified Earned Value Management System.

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

Complete project performance baseline, including Waste Generation Forecast, and schedule for obtaining approval for EMWMF shipments	5/31/09
Issue Request for Proposal for inspection of storm sewers	6/2009
Complete video inspection of storm sewers	9/2009
Complete draft engineering study reporting on inspection results	9/2009
Complete Remedial Action Work Plan/Waste Handling Plan for the storm sewers	5/2010
Complete cleaning, re-lining, and repair of storm sewers and issue Phased Construction Completion Report to Regulators for approval	9/2011

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

Complete WEMA Storm sewer remediation according to schedule.

**Section C: Contractor Recovery Act Deliverables**

West End Mercury Area (WEMA) storm sewer video inspection, cleaning, relining and repair.

## **BETA-4 LEGACY MATERIAL DISPOSITION PROJECT**

### **Background**

Beta-4 is a 313,771 gross square feet facility that was constructed in 1944–45 housing Calutrons for uranium enrichment. Other past operations in the facility include production of Lithium-6 using the electro exchange separation process (ELEX) and other weapon fabrication support operations. Depleted Uranium, Highly Enriched Uranium and thorium are considered the main radiological contaminants. The primary hazards include lead, polychlorinated biphenyls (PCB)s, Freon, oils, mold, mildew, and asbestos. Other contaminants of concern include the potential for beryllium and mercury contamination on the surfaces and structural components in the facility.

### **Scope**

This scope of work for the Beta-4 (Building 9204-4) Legacy Material Disposition Project is to complete removal and disposition of legacy materials from the entire second floor of Building 9204-4 (Beta-4) in preparation for eventual deactivation and demolition (D&D) under the Integrated Facility Disposition Program (IFDP). The contractor shall furnish all labor, equipment, materials, and supplies necessary to complete the scope of work in a safe, compliant and efficient manner. All work shall be in accordance with applicable federal, state, and local regulations, codes and standards, DOE Orders, and Environment, Safety and Health (ES&H) requirements.

Legacy materials/waste will be further characterized if necessary, treated if required, and prepared/packaged for shipment to the EMWMF, ORR Landfills, or shipped to other appropriate, permitted disposal location(s). Legacy materials include items such as, but not limited to non-process equipment, containers, tools and miscellaneous contaminated office equipment. Legacy materials are defined as easily removable items that involve minimal reconfiguration efforts, e.g. unbolting, unplugging, wire cutting, or cold cutting. Legacy materials that have been determined to be either radiologically or chemically contaminated and are waste, may require segregation, size reduction, compaction, and treatment as necessary to meet waste acceptance criteria (WAC)s.

The project will be performed in accordance with the requirements of the Federal Facility Agreement for the Oak Ridge Reservation and an Action Memorandum for a time-critical removal action which will be prepared by DOE-EM. This Action Memorandum combines the scope of this project with the scope of the Alpha-5 Legacy Material Disposition Project, thereby permitting a shared and combined Waste Handling Plan (WHP). A Waste Handling Plan (WHP) including a Sampling and Analysis Plan (SAP) will be prepared (Alpha-5 and Beta-4). In addition, characterization, preparation of waste profiles, sorting/segregation, and size reduction prior to transportation to approved disposal sites are included in this work scope. Waste profiles, for waste to be disposed at the Environmental Management Waste Management Facility (EMWMF), will be developed and submitted to the EMWMF WAC Attainment Team for approval prior to waste disposal. Scope also includes coordination of waste shipments with the DOE contractor for EMWMF and Landfill operations, including input to the contractor's Waste Generation Forecast. Some waste may be shipped to an approved off-site facility for treatment and/or disposal. This project scope includes preparation of a Removal Action Report (RmAR) for regulatory approval (Alpha-5 and Beta-4 legacy material disposition).

Project reporting will be performed in accordance with the requirements of the American Recovery and Reinvestment Act (ARRA) of 2009. Project Performance shall be reported using an ANSI/EIA-748-A-

1998 certified Earned Value Management System.

<b>Section A: <u>Contractor Recovery Act Schedule or Milestone Requirements</u></b>	
Complete project performance baseline, including Waste Generation Forecast, schedule for obtaining approval for EMWMF shipments	5/31/09
Mobilize radcon and industrial hygiene teams to initiated health and safety characterization	6/2009
Initiate legacy material removal	6/2009
Complete first shipment of waste for disposal	6/2009
Complete Waste Handling Plans for legacy material disposition	9/2009*
Complete removal of legacy material from the high bay and office areas on the 2nd floor	6/2010
Complete removal of legacy material from the Production Storage and Work Area on the 2nd floor	3/2011
Complete Legacy Material Disposition for the second floor of Beta-4	9/2011
<b>Section B: <u>Contractor Recovery Act Performance Outcomes and Measures</u></b>	
Complete Legacy Material Disposition for Beta-4 according to schedule.	
<b>Section C: <u>Contractor Recovery Act Deliverables</u></b>	
Legacy Material Disposition for Beta-4.	

\*One Waste Handling Plan and one RmAR may be submitted for both Alpha-5 and Beta-4. This is permissible since the LMD of both projects was covered in one action memorandum for time critical removal action.

## Y-12 SALVAGE YARD SCRAP REMOVAL PROJECT

### Background

The Y-12 Salvage Yard is located at the west end of the Y-12 Plant and has been used since the early 1970's to receive scrap metal from Y-12 Plant operations. Some materials that were deposited were contaminated with radioactive materials, principally depleted uranium and uranium enriched in U-235. There is a possibility that some of the material may be considered hazardous under RCRA and/or TSCA. In the late 1980's, the Perimeter Intrusion Detection Assessment System (PIDAS) was constructed, which split the salvage yard into two segments. The segment outside of the PIDAS fence contains three open piles of radioactive scrap metal designated as SY-H1 Area 1, SY-H1 Area 2 and SY-C3 Area 3. These three piles were partially characterized in 1993 for total uranium, percent of U-235 by weight, and thorium. Characterization concluded that the primary contaminant was depleted uranium. Also, outside the PIDAS fence are 184 filled sealand containers and ~40 empty sealand containers. The portion of the salvage yard inside the PIDAS fence contains two open piles of radioactive scrap metal designated as SY-H1 Area 4, 37 sealand containers, and ~545 B-25 boxes.

### Scope

The Y-12 Salvage Yard Scrap Removal Project will complete removal and disposition of scrap at the Y-12 National Security Complex in accordance with those portions of the selected remedy in the Record of Decision (ROD) for Phase II Interim Remedial Actions for Contaminated Soils and Scrapyard in Upper East Fork Poplar Creek (UEFPC) which are applicable to surface scrap metal.

The project will be performed in accordance with the requirements of the Federal Facility Agreement for the Oak Ridge Reservation. A Waste Handling Plan (Volume 2) will be prepared by the contractor for regulatory review and approval. Waste profiles will be developed and submitted to the Environmental Management Waste Management Facility (EMWMF) WAC Attainment Team for approval prior to waste disposal at EMWMF. Scope will include coordination of waste shipments with the DOE contractor for EMWMF and Landfill operations, including input to the contractor's Waste Generation Forecast. Remediation includes characterization and treatment as needed to meet waste acceptance criteria. Scrap will be transported to either EMWMF, NTS, or an approved off-site facility for treatment and/or disposal. Following completion of the remedial action, a Phased Construction Completion Report (PCCR) will be prepared to summarize remediation activities and post remediation surveillance and maintenance and monitoring requirements and to document that the remedial action was performed in compliance with the requirements of CERCLA.

Project reporting will be performed in accordance with the requirements of the American Recovery and Reinvestment Act of 2009. Project Performance will be reported using an ANSI/EIA-748-A-1998 certified Earned Value Management System.

#### **Section A: Contractor Recovery Act Schedule or Milestone Requirements**

Complete project performance baseline, including Waste Generation Forecast, and schedule for obtaining approval for EMWMF shipments	5/31/09
Initiate container characterization and repackaging operations	6/2009
Mobilize subcontractor	6/2009

Initiate legacy material removal	6/2009
Complete first off-site shipment of waste for disposal	6/2009
Complete disposition of all containerized waste	12/2010
Complete disposition of all materials	6/2011
Issue the Phased Construction Completion Report to Regulators for Approval	9/2011
<b>Section B: <u>Contractor Recovery Act Performance Outcomes and Measures</u></b>	
Complete disposition of all materials at the Y-12 Salvage Yard according to schedule.	
<b>Section C: <u>Contractor Recovery Act Deliverables</u></b>	
Y-12 Salvage Yard materials removal and disposition.	

## 9735 D&D Project

### **Background**

Building 9735, Research Services Laboratory, is an approximately 15,000 ft<sup>2</sup> facility that was constructed in 1946. Contaminants of concern for Building 9735 include asbestos and lead with minimal radiological contamination.

### **Scope**

The scope of work for Building 9735 is to complete deactivation and demolition (D&D) to grade (slab). The contractor shall furnish all labor, equipment, materials, and supplies necessary to complete the scope of work in a safe, compliant and efficient manner. All work shall be in accordance with applicable federal, state, and local regulations, codes and standards, DOE Orders, and Environment, Safety and Health (ES&H) requirements. The scope of work includes characterization, engineering design, asbestos abatement, equipment removal, deactivation of utilities, and D&D of the structure.

The project will be performed in accordance with the requirements of the Federal Facility Agreement for the Oak Ridge Reservation and an Action Memorandum for a time-critical removal action which will be prepared by DOE-EM. A Waste Handling Plan (WHP) including a Sampling and Analysis Plan (SAP), as well as characterization, preparation of waste profiles, sorting/segregation, and size reduction prior to transportation to an approved disposal site are included in this work scope, as needed. Waste profiles will be developed and submitted to the EMWMF WAC Attainment Team for approval prior to waste disposal at the EMWMF. Scope also includes coordination of waste shipments with the DOE contractor for Environmental Management Waste Management Facility (EMWMF) and Landfill operations, including input to the contractor's Waste Generation Forecast. Some waste may be shipped to an approved off-site facility for treatment and/or disposal. This project scope includes preparation of a Removal Action Report (RmAR) for regulatory approval following completion of all project activities.

Project reporting will be performed in accordance with the requirements of the American Recovery and Reinvestment Act of 2009. Project Performance will be reported using an ANSI/EIA-748-A-1998 certified Earned Value Management System.

<b>Section A: <u>Contractor Recovery Act Schedule or Milestone Requirements</u></b>	
Complete project performance baseline, including Waste Generation Forecast, and schedule for obtaining approval for EMWMF shipments	5/31/09
Initiate demolition of Building 9735	6/2010
Complete demolition of Building 9735	9/2010
<b>Section B: <u>Contractor Recovery Act Performance Outcomes and Measures</u></b>	
Complete demolition and disposition of Building 9735 according to schedule.	
<b>Section C: <u>Contractor Recovery Act Deliverables</u></b>	
Demolition and disposition of Building 9735.	

## 9206 FILTER HOUSE D&D PROJECT

### Background

Building 9206 is a Hazard Category 2 facility that was used primarily for uranium recovery operations. The filter house is attached to the building, and consists of a number of bag filters used to remove particulate from the gaseous waste produced by the uranium recovery furnace.

### Scope

The scope of work for the 9206 Filter House is to complete deactivation and demolition (D&D) of the 9206 Filter House attached to Building 9206. The contractor shall furnish all labor, equipment, materials, and supplies necessary to complete the scope of work in a safe, compliant and efficient manner. All work shall be in accordance with applicable federal, state, and local regulations, codes and standards, DOE Orders, and Environment, Safety and Health (ES&H) requirements. The scope of work for the 9206 Filter House includes updating the safety basis documentation for D&D work, if necessary, characterization, engineering design, asbestos abatement, equipment removal, deactivation of any utilities, waste disposition, and D&D of the structure. D&D of the filter house involves deactivation of the recovery furnace, removal of all materials and equipment including ductwork, baghouse, and the heat exchanger.

The project will be performed in accordance with the requirements of the Federal Facility Agreement for the Oak Ridge Reservation and an Action Memorandum for a time-critical removal action which will be prepared by DOE-EM. A Waste Handling Plan (WHP) including a Sampling and Analysis Plan (SAP), as well as characterization, preparation of waste profiles, sorting/segregation, and size reduction prior to transportation to an approved disposal site are included in this work scope, as needed. Waste profiles will be developed and submitted to the EMWMF WAC Attainment Team for approval prior to waste disposal at the EMWMF. Scope also includes coordination of waste shipments with the DOE contractor for Environmental Management Waste Management Facility (EMWMF) and Landfill operations, including input to the contractor's Waste Generation Forecast. Some waste may be shipped to an approved off-site facility for treatment and/or disposal. This project scope includes preparation of a Removal Action Report (RmAR) for regulatory approval following completion of all project activities.

Project reporting will be performed in accordance with the requirements of the American Recovery and Reinvestment Act of 2009. Project Performance will be reported using an ANSI/EIA-748-A-1998 certified Earned Value Management System.

<b>Section A: <u>Contractor Recovery Act Schedule or Milestone Requirements</u></b>	
Complete project performance baseline, including Waste Generation Forecast, and schedule for obtaining approval for EMWMF shipments	5/31/09
Initiate fieldwork beginning with utility isolation for 9206 Filter House	3/2010
Complete removal of 9206 Filter House	9/2011
<b>Section B: <u>Contractor Recovery Act Performance Outcomes and Measures</u></b>	
Complete demolition and disposition of 9206 Filter House according to schedule.	
<b>Section C: <u>Contractor Recovery Act Deliverables</u></b>	
Demolition and disposition of 9206 Filter House.	

## **BIOLOGY COMPLEX D&D (BUILDINGS 9211, 9220, 9224, AND 9769)**

### **Background**

The Biology Complex Support Facilities are located in the northeast portion of the Y-12 Site outside of the Property Protection Area. As part of this project, the following facilities in the Biology Complex will be demolished: 9211, 9220, 9224, and 9769. These facilities have a combined total of approximately 136,000t<sup>2</sup>. With the exception of 9211 and 9220, the Biology complex is “cold and dark” i.e. and all service utilities are deactivated and air gapped in shutdown status pending deactivation and demolition (D&D). These facilities are currently classified as Standard Industrial. The primary chemical hazards include lead, polychlorinated biphenyls (PCBs), Freon, oils, perchloric acid, and asbestos. Some facilities are known to have fixed radiological contamination areas inside the facilities. The scope of work for this project includes asbestos abatement, equipment removal as appropriate, deactivation of remaining utilities, and D&D of the facilities to grade level.

The 9211 Bldg. is a 4-story facility measuring approximately 83,500 ft<sup>2</sup> and contains an incinerator on the 4th story. Potential primary chemical hazards include lead, PCBs, Freon, oils, perchloric acid, and asbestos. Limited radiological contamination is present. There is the potential for RCRA contamination from incineration operations. It is assumed that there is no legacy waste in the facility, but due to structural and mold/mildew hazards, the facility has not been entered for several years to validate this assumption.

The 9220 Building, BD Virus Control Laboratory, is a one story concrete block facility with approximately 22,200 ft<sup>2</sup>. Built in 1967, it has been used as a biological research facility. It is shutdown pending D&D and has fixed contamination signage at the entry doors. The primary chemical hazards identified include lead, mercury, PCBs, and asbestos.

Building 9224 is a small biological research facility, is approximately 10,100 ft<sup>2</sup>, and has similar characteristics as Building 9220. The 9769 Complex is located within the property protected area of the Y-12 Site. It is situated along the southern edge of Bear Creek Road just west of the east Bear Creek security portal. The 9769 Complex comprises approximately 20,100 ft<sup>2</sup>. The facility was originally constructed in 1945 and operated until the mid 1950's as a uranium furnace/incinerator for the recovery of uranium. The building has three floors with a portion of the second floor being constructed in the high bay area in 1961 to make the second floor a complete floor. The process equipment was removed in the late 1950's and the second floor mezzanine was constructed in 1961. The facility was used as animal receiving and holding facility from 1960 until 1985 in support of the ORNL animal research during which time the facility added a north annex and completed a third floor lab conversion. From 1985 until 1998, the facility underwent renovations to convert the facility into an analytical laboratory and offices. It operated until 2002, when it became “cold and dark.” The only remaining active utilities are the sanitary and storm sewers. The facility is radiologically contaminated with primarily depleted uranium. The source of the contamination originated from the uranium furnace/incinerator process. Contaminants in the soot produced from operations include uranium, mercury and lead. Other chemical concerns include the potential for Be in one hood located on the second floor and two perchloric acid hoods on the second floor, Pb, and asbestos containing materials.

### **Scope**

The scope of work for the Biology Complex Deactivation and Demolition (D&D) Project is to complete D&D of Buildings 9211, 9220, 9224, and 9769 to grade including disposition of all material/waste. Building 9211 may need to be removed to surrounding soil elevation since the building is constructed on concrete piers with a crawl space under the first floor slab. The first floor slab may become damaged during demolition, necessitating removal. As part of this scope of work, the contractor shall furnish all labor, equipment, materials, and supplies necessary to complete the scope of work in a safe, compliant and efficient manner. All work shall be in accordance with applicable federal, state, and local regulations, codes and standards, DOE Orders, and Environment, Safety and Health (ES&H) requirements.

The scope of work for this project includes asbestos abatement, equipment removal, deactivation of utilities as needed, characterization, engineering design, remaining utility isolation, hazardous material abatement, waste disposition and D&D of the facilities to grade level. The structures will be removed to the first floor slab, unless the first slab design is such that it requires removal to facilitate demolition of the balance of the facility.

The project will be performed in accordance with the requirements of the Federal Facility Agreement for the Oak Ridge Reservation and a time-critical action memorandum which will be prepared by DOE-EM. A Waste Handling Plan (WHP) including a Sampling and Analysis Plan (SAP) for waste destined for disposal at the EMWMF, as well as characterization, preparation of waste profiles, sorting/segregation, and size reduction prior to transportation to an approved disposal site are included in this work scope, as needed. Waste profiles will be developed and submitted to the EMWMF WAC Attainment Team for approval prior to waste disposal at the EMWMF. Scope also includes coordination of waste shipments with the DOE contractor for Environmental Management Waste Management Facility (EMWMF) and Landfill operations, including input to the contractor's Waste Generation Forecast. This project scope includes preparation of a Removal Action Report (RmAR) for regulatory approval following completion of all project activities.

Project reporting will be performed in accordance with the requirements of the American Recovery and Reinvestment Act of 2009. Project Performance will be reported using an ANSI/EIA-748-A-1998 certified Earned Value Management System.

**Section A: Contractor Recovery Act Schedule or Milestone Requirements**

Complete project performance baseline, including Waste Generation Forecast, and schedule for obtaining approval for EMWMF shipments	5/31/09
Issue hazardous material abatement subcontract Request for Proposal for Biology Complex	9/2009
Initiate hazardous material abatement – Buildings 9211, 9220, 9224, and 9769	12/2009
Complete demolition of Building 9769	3/2011
Complete demolition of Buildings 9211, 9220, 9224	9/2011

**Section B: Contractor Recovery Act Performance Outcomes and Measures**

Complete demolition and disposition of Buildings 9211, 9220, 9224, and 9769 according to schedule.

**Section C: Contractor Recovery Act Deliverables**

Demolition and disposition of Buildings 9211, 9220, 9224, and 9769.

## Y-12 SCRAP YARD REMEDIATION PROJECT

### Scope

The Y-12 Scrap Yard Remediation Project will complete remediation at the Y-12 Old Scrap Yard as specified in the UEFPC Phase II ROD, including any regulator-approved changes stemming from completion of soil characterization to be performed as part of the on-going Old Salvage Yard Project for surface scrap disposition (via BCP). The contractor will provide a proposed project baseline for this work (including metrics and milestones) within 90 days of completion of characterization activities.

Remediation should address entire Y-12 Scrap yard area is as follows:

- o West Area – 165,535 sq ft (3.8 acres)
- o East Area – 168,980 sq ft (3.88 acres)

The contractor shall furnish all labor, supervision, equipment, and supplies to execute remediation identified by the OSY characterization activities. Remediation shall include:

- a) Prepare D0, D1 and D2 versions of a Remediation Design Report documenting the execution plan for the remediation effort
- b) Mobilization of field team
- c) Implementation of the Technical Memorandum
- d) Remedial action completion
- e) Waste management, handling, characterization, staging, and disposal activities associated with project generated wastes
- f) Waste characterization sample and data management
- g) Preparation of Waste Profiles and negotiation of compliance with EMWMF WAC, including coordination of waste shipments with the DOE contractor for EMWMF and Landfill operations, as well as input to the contractor's Waste Generation Forecast, as applicable.
- h) Decontamination of equipment after remediation and Demobilization

Prepare D0, D1 and D2 versions of a Phased Construction Completion Report (PCCR) documenting the remedial activities performed at the site and conditions of the site post-remediation. Contractor shall perform work in accordance with the applicable or relevant and appropriate requirements (ARARS).

After approval of the project's baseline, any remaining ARRA funds obligated to the NNSA B&W Contract may be utilized for additional work as identified in Y-12 Defense ARRA Project Operating Plan (POP). Additional work should not commence until approved by EM.

The project will be performed in accordance with the requirements of the Federal Facility Agreement for the Oak Ridge Reservation.

Project reporting will be performed in accordance with the requirements of the American Recovery and Reinvestment Act of 2009. Project implementation shall be in compliance with the current revision of DOE Order 413.3.

<b><u>Section A: Contractor Recovery Act Schedule or Milestone Requirements</u></b>	
Complete project performance baseline	6/2011
Initiate soil remediation	TBD
Complete soil remediation, including disposal of all waste	TBD
Issue the Phased Construction Completion Report to Regulators for approval	TBD
<b><u>Section B: Contractor Recovery Act Performance Outcomes and Measures</u></b>	
Complete remediation at the Y-12 Scrap yard according to schedule.	
<b><u>Section C: Contractor Recovery Act Deliverables</u></b>	
Y-12 Scrap yard remediation completed.	
Phased Construction Completion Report	

FY2009-2011 Prioritized Project List – Budget Plan Project reporting will be performed in accordance with the requirements of the ARRA. Project Performance shall be reported using an ANSI/EIA-748-A-1998 certified Earned Value Management System.

<b><i>FY 2009-2011 Prioritized Project List            AMERICAN RECOVERY AND REINVESTMENT ACT</i></b>				
<b>Project ID</b>	<b>Project Name</b>	<b>Estimated Cost (\$K)</b>	<b>Description</b>	<b>Basis of Estimate</b>
1.10.01.01.10	Removal of All Legacy Material from 9201-5	112,000/30 months	<p>Prepare the highest risk facility at Y-12 for accelerated D&amp;D by completing all legacy material disposition (estimated at 1.1M cubic feet) from approximately 613,000 square feet of floor space.</p> <p>Facility and legacy material characterization will be performed on process systems, surfaces and stored materials to develop a waste handling plan. Characterization activities will include sample collection, preparation, management, analyses, and data management. This will support waste management in the determination of waste streams and for waste acceptance criteria (WAC) attainment.</p> <p>Wastes that fit into existing or easily modified profiles for the Y-12 Landfill or other applicable waste disposal outlets can be disposed at those outlets prior to the development and approval of the WHP(s).</p> <p>Legacy materials are defined as being easily removable items that involve minimal efforts for removal e.g., unbolting, unplugging, wire cutting, or cold cutting. ARRA funds will be utilized to disposition legacy materials from the entire facility footprint.</p>	Developed from a planning estimate with input from resource providers, the customer, and experience of similar, but smaller scale, ongoing projects. The estimate is based on timely start and completion of the work using reasonable contingency with the work-hour estimate.

***FY 2009-2011 Prioritized Project List***  
**AMERICAN RECOVERY AND REINVESTMENT ACT**

<b>Project ID</b>	<b>Project Name</b>	<b>Estimated Cost (\$K)</b>	<b>Description</b>	<b>Basis of Estimate</b>
1.10.01.01.20	Removal of Legacy Material from the second floor of 9204-4	20,000/30 months	<p>Complete removal of legacy material from the entire second floor of 9204-4 (84,000 square feet).</p> <p>Facility and legacy material characterization will be performed on process systems, surfaces and stored materials to develop a waste handling plan. Characterization activities will include sample collection, preparation, management, analyses, and data management. This will support waste management in the determination of waste streams and for WAC attainment.</p> <p>Wastes that fit into existing or easily modified profiles for the Y-12 Landfill or other applicable waste disposal outlets can be disposed at those outlets prior to the development and approval of the WHP(s).</p> <p>Legacy materials are defined as being easily removable items that involve minimal efforts for removal e.g., unbolting, unplugging, wire cutting, or cold cutting.</p>	Developed from a planning estimate with input from resource providers, the customer, and experience of similar, but smaller scale, ongoing projects. The estimate is based on timely start and completion of the work using reasonable contingency with the work-hour estimate.

***FY 2009-2011 Prioritized Project List***  
**AMERICAN RECOVERY AND REINVESTMENT ACT**

<b>Project ID</b>	<b>Project Name</b>	<b>Estimated Cost (\$K)</b>	<b>Description</b>	<b>Basis of Estimate</b>
1.10.01.02.10	Demolition of Buildings 9211, 9220, and 9224	72,000/30 months	<p>Remove any legacy materials, deactivate building utilities, remove equipment and appurtenances, and complete cleanup and demolition of the entire facility to slab.</p> <p>Facility and legacy material characterization will be performed on process systems, surfaces and stored materials to develop a waste handling plan. Characterization activities will include sample collection, preparation, management, analyses, and data management. This will support waste management in the determination of waste streams and for WAC attainment.</p> <p>These buildings are in the old Biology Complex which is slowly collapsing. Building 9211 suffered the collapse of an exterior wall in 2008, and represents a physical threat to workers and a threat of release of hazardous materials to the environment.</p>	Developed from a planning estimate with input from resource providers, the customer, and experience of similar, but smaller scale, ongoing projects. The estimate is based on timely start and completion of the work using reasonable contingency with the work-hour estimate.
1.10.01.02.20	D&D of Building 9206 bag filter house and associated recovery furnace	7,000/30 months	The scope of work for the 9206 Filter House includes updating the safety basis documentation for D&D work, readiness activities (as necessary), characterization, engineering design, equipment removal (recovery furnace), deactivation of utilities, waste disposition and D&D of the bag filter house structure.	Developed from a planning estimate with input from resource providers, the customer, and experience of similar, but smaller scale, ongoing projects. The estimate is based on timely start and completion of the work using reasonable contingency with the work-hour estimate.

<b><i>FY 2009-2011 Prioritized Project List</i></b>				
<b><i>AMERICAN RECOVERY AND REINVESTMENT ACT</i></b>				
<b>Project ID</b>	<b>Project Name</b>	<b>Estimated Cost (\$K)</b>	<b>Description</b>	<b>Basis of Estimate</b>
1.10.01.02.30	Demolition of Building 9769	8,000/30 months	<p>Remove any legacy materials, deactivate building utilities, remove equipment and appurtenances, and complete cleanup and demolition of the entire facility to slab.</p> <p>Facility and legacy material characterization will be performed on process systems, surfaces and stored materials to develop a waste handling plan. Characterization activities will include sample collection, preparation, management, analyses, and data management. This will support waste management in the determination of waste streams and for WAC attainment.</p>	Developed from a planning estimate with input from resource providers, the customer, and experience of similar, but smaller scale, ongoing projects. The estimate is based on timely start and completion of the work using reasonable contingency with the work-hour estimate.
1.10.01.02.40	Demolition of Building 9735	5,000/30 months	The scope of work includes characterization, engineering design, asbestos abatement, equipment removal, deactivation of utilities, and D&D of the structure.	Developed from a planning estimate with input from resource providers, the customer, and experience of similar, but smaller scale, ongoing projects. The estimate is based on timely start and completion of the work using reasonable contingency with the work-hour estimate.

<b><i>FY 2009-2011 Prioritized Project List</i></b>				
<b><u>AMERICAN RECOVERY AND REINVESTMENT ACT</u></b>				
<b>Project ID</b>	<b>Project Name</b>	<b>Estimated Cost (\$K)</b>	<b>Description</b>	<b>Basis of Estimate</b>
1.10.01.03.10	Salvage Yard Remediation	35,000/30 months	<p>Complete cleanup of the Y-12 Salvage Yard (7 acres) by removing over 31,000 cubic yards of uncontainerized material and approximately 1,100 containers of material from the Salvage Yard.</p> <p>Material characterization will be performed on stored materials to develop a waste handling plan. Characterization activities will include sample collection, preparation, management, analyses, and data management. This will support waste management in the determination of waste streams and for WAC attainment.</p>	Developed from a planning estimate with input from resource providers, the customer, and experience of similar, but smaller scale, ongoing projects. The estimate is based on timely start and completion of the work using reasonable contingency with the work-hour estimate.
1.10.01.03.20	WEMA (Storm Sewer) Remediation	8,000/30 months	<p>Remove and dispose of mercury contaminated sludge. Video-inspect storm sewer pipes to identify damaged segments. Remove sediment from 11,550 linear feet of storm sewers and collect the sediment and rinse water. Reline an estimated 2,650 linear feet of damaged storm sewer, as identified by video inspection. Repair catch basins as needed. Treat and dispose an estimated 600 cubic yards of soil and sediment by low-temperature thermal desorption and/or stabilization and disposal at the Environmental Management Waste Management facility (EMWMF), as appropriate. Treat water at existing on-site treatment facilities prior to discharge.</p>	Developed from a planning estimate with input from resource providers, the customer, and experience of similar, but smaller scale, ongoing projects. The estimate is based on timely start and completion of the work using reasonable contingency with the work-hour estimate.
	Estimated Cost of Expense Projects Funded at Target	267,000/30 months		

3. THE OTHER REQUIREMENTS MANDATED BY THE AMERICAN RECOVERY AND REINVESTMENT ACT, WHICH IS APPLICABLE ONLY TO THE RECOVERY ACT WORK, ARE AS FOLLOWS:

Subcontracts: To the maximum extent possible, subcontracts funded under this Work Authorization shall be awarded as fixed-price contracts through the use of competitive procedures.

Definitions: For purposes of this paragraph, "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. 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

The content of items 3A through 3G must be flowed down in every first-tier subcontract over \$25,000 for work reimbursed by Recovery Act funds. (In turn, the first-tier is then responsible for flowing it to its subcontractors.)

B. Segregation and Payment of Costs

The Contractor must segregate the obligations and expenditures related to funding under the Recovery Act. See clause H.61 for additional guidance.

C. Prohibition on Use of Funds

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

D. Wage Rates

All laborers and mechanics employed by the Contractor 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 (U.S.C.). 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 work will be published on the Internet and linked to the website [www.recovery.gov](http://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

The 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 J (FAR 52.204-11) below.

G. Utilization of Small Business

The 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. Access

See Paragraph K (FAR 52.215-2).

I. Certification

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

*Note: The following paragraphs, J, K, and L are Final FAR clauses applicable to this WAD.*

J. 52.204-11 American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010)

- (a) *Definitions.* For definitions related to this clause (e.g., contract, first-tier subcontract, total compensation, etc.) see the Frequently Asked Questions (FAQs) available at [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors) . These FAQs are also linked under <http://www.FederalReporting.gov> .
- (b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.
- (c) Reports from Contractor for all work funded, in whole or in part, by the Recovery Act, are due no later than the 10<sup>th</sup> day following the end of each calendar quarter. The Contractor shall review the Frequently Asked Questions (FAQs) for Federal Contractors before each reporting cycle and prior to submitting each quarterly report as the FAQs may be update from time-to-time. The first report is due not later than the 10<sup>th</sup> day after the end of the calendar quarter in which the Contractor received the award. Thereafter, reports shall be submitted no later than the 10<sup>th</sup> day after the end of each calendar quarter. For information on when the Contractor shall submit its final report, see [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors) .
- (d) The Contractor shall report the following information, using the online reporting tool available at <http://www.FederalReporting.gov> .
  - (1) The Government contract and order number, as applicable.
  - (2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.

- (3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.
- (4) Program or project title, if any.
- (5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.
- (6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.
- (7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the Contractor's and first-tier subcontractors' workforce for all first-tier subcontracts valued at \$25,000 or more. At a minimum, the contractor shall provide—
  - (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
  - (ii) An estimate of the number of jobs created and jobs retained by the prime Contractor and all first-tier subcontracts valued at \$25,000 or more, in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors).
- (8) Names and total compensation of each of the five most highly compensated officers of the Contractor 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 from 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.
- (9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

- (10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is valued at \$25,000 or more and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in paragraphs (d)(10)(i), (ix), (x), (xi)m and (xii) of this section to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The Contractor shall provide detailed information on these first-tier subcontracts as follows:
- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
  - (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 (NAICS) code.
  - (vi) Funding agency.
  - (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
  - (viii) Subcontract number (the contract number assigned by the prime contractor).
  - (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
  - (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
  - (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—
    - (A) In the subcontractor's preceding fiscal year, the subcontractor received—
      1. 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
      2. \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
    - (B) 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.

- (xii) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the subcontractor's workforce. At a minimum, the subcontractor shall provide—
  - (A) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the subcontractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
  - (B) An estimate of the number of jobs created and jobs retained by the subcontractor in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors).

(End of clause)

K. FAR 52.215-2 Audit and Records -- Negotiation (Mar 2009) (ALT 1) (Mar 2009)

- (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 or Inspector General.*

- (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, shall have access to and the right to—
  - (i) Examine any of the Contractor's or any subcontractor's records that pertain to and involve transactions relating to this contract or a subcontract hereunder; and
  - (ii) Interview any officer or 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)
  - (1) Except as provided in paragraph (g)(2) of this clause, the Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this *contract*. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.
  - (2) The authority of the Inspector General under paragraph (d)(1)(ii) of this clause does not flow down to subcontracts.

(End of Clause)

L. Buy American

When using funds appropriated under the American Recovery and Reinvestment Act for construction, the following FAR clauses are applicable to the contract under the circumstances cited in the clause.

FAR 52.225-21 is used for Recovery Act funded construction projects under \$7,443,000 in accordance with FAR 25.11-2(e) and replaces 52.225-9.

FAR 52.225-22 is to be used for Recovery Act construction projects if 52.225-21 is used in accordance with FAR 25.1102(e) and replaces 52.225-10.

FAR 52.225-23 is to be used for Recovery Act construction projects of \$7,443,000 or more in accordance with FAR 25.1102(e) and replaces 52.225-11.

FAR 52.225-24 is to be used for Recovery Act construction projects of \$7,443,000 or more if 52.225-23 is used in accordance with FAR 25.1102(e) and replaces 52.225-12.

FAR 52.225-21 Required Use of American Iron, Steel, and Manufactured Goods-Buy American Act-- Construction Materials (MAR 2009)

(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.

*Manufactured construction material* means any construction material that is not unmanufactured 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.

*Unmanufactured construction material* means raw material brought to the construction site for incorporation into the building or work that has not been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) *Domestic preference.*

- (1) This clause implements—
  - (i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring, unless an exception applies, 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:

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*[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 contract 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 quantities and of a satisfactory quality; or
    - (iii) The application of the restriction of section 1605 of the Recovery 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 Recovery 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) Cost;
    - (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 cost comparison table in the format in paragraph (d) of this clause.
  - (iii) The cost 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 Recovery 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 cost 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 Recovery 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 Cost Comparison

Construction Material	Unit of Measure	Quantity	Cost Description (dollars)*
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)

52.225-22 Notice of Required Use of American Iron, Steel, and Other Manufactured Goods and Buy American Act—Construction Materials (MAR 2009)

- (a) *Definitions.* "Construction material," "domestic construction material," "foreign construction material," "manufactured construction material," "steel," and "unmanufactured construction material," as used in this provision, are defined in the clause of this solicitation entitled "Required Use of Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-21).
- (b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery 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 52.225-21 in the request. If an offeror has not requested a determination regarding the inapplicability of 1605 of the Recovery 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) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—
    - (i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and
    - (ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.
  - (2) If two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of 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 52.225-21, 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 cost comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-21 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 52.225-21 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 (MAR 2009)*). As prescribed in 25.1102(e), substitute the following paragraph (b) for paragraph (b) of the basic provision:

- (a) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery 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 52.225-21.

**52.225-23 Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials under Trade Agreements (Aug 2009)**

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

*“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.

*“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 (FTA) country construction material”* means a construction material that—

- (1) Is wholly the growth, product, or manufacture of an 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 an 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.

*“Manufactured construction material” means any construction material that is not unmanufactured construction material.*

*“Recovery Act designated country” means any of the following countries:*

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) 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, Taiwan, or United Kingdom);
- (2) A Free Trade Agreement country (FTA)(Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or
- (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).

*“Recovery Act designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, or a least developed country 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.*

*“Unmanufactured construction material” means raw material brought to the construction site for incorporation into the building or work that has not been—*

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

*“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) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) and the Buy American Act (41 U.S.C. 10a-10d) do not apply to Recovery Act designated country construction material. Consistent with U.S. obligations under international agreements, this clause implements—
  - (i) Section 1605 of the Recovery Act by requiring, unless an exception applies, 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 by providing a preference for unmanufactured domestic construction material.
- (2) The Contractor shall use only domestic or Recovery Act 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 contract 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 Recovery 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 Recovery 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) Cost;
  - (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 cost comparison table in the format in paragraph (d) of this clause.
  - (iii) The cost 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 Recovery 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 cost 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 Recovery Act or the Buy American Act applies, use of foreign construction material other than that covered 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 Cost Comparison

Construction material description	Unit of measure	Quantity	Cost (dollars) *
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 (MAR 2009).* As prescribed in 25.1102 (e), add the following definition of "Bahrainian, Mexican, or Omani 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, Mexican, or Omani construction material"* means a construction material that—

- (1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; 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, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

- (1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) and the Buy American Act do not apply to Recovery Act designated country construction material. Consistent with U.S. obligations under international agreements, this clause implements—
  - (i) Section 1605 of the Recovery Act, by requiring, unless an exception applies, 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 providing a preference for unmanufactured domestic construction material.
- (2) The Contractor shall use only domestic or Recovery Act designated country construction material other than Bahrainian, Mexican, or Omani construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

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 )

- (a) *Definitions.* "Construction material," "domestic construction material," "foreign construction material," "manufactured construction material," "Recovery Act designated country construction material," "steel," and "unmanufactured construction material," as used in this provision, are defined in the clause of this solicitation entitled "Required Use of Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-23).
- (b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery 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 52.225-23 in the request. If an offeror has not requested a determination regarding the inapplicability of section 1605 of the Recovery 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) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—
  - (i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and
  - (ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.
- (2) If two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.

(d) *Alternate offers.*

- (1) When an offer includes foreign construction material, other than Recovery Act designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-23, the offeror also may submit an alternate offer based on use of equivalent domestic or Recovery Act 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 cost comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-23 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 52.225-23 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or Recovery Act designated country construction material, and the offeror shall be required to furnish such domestic or Recovery Act 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 (MAR 2009).* As prescribed in 25.1102(e), substitute the following paragraph (b) for paragraph (b) of the basic provision:

- (a) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery 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 52.225-23.

*Alternate II (MAR 2009).* As prescribed in 25.1102(e), add the definition of "Bahrainian, Mexican, or Omani 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 Recovery Act designated country other than Bahrain, Mexico, or Oman that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-23, the offeror also may submit an alternate offer based on use of equivalent domestic or Recovery Act designated country construction material other than Bahrainian, Mexican, or Omani construction material.
- (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate \*14633 offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-23 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 52.225-23 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or Recovery Act designated country construction material other than Bahrainian, Mexican, or Omani 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.

**M.** 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010)

- (a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act).
- (b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are funded in whole or in part with Recovery Act funds.

(End of clause)

**N.** FAR 52.244-6 -- Subcontracts for Commercial Items. (Jun 2010)

[Addresses Whistleblower Protections under ARRA in paragraph (c)(1)(ii)]

- (a) *Definitions.* As used in this clause—
- “Commercial item” has the meaning contained Federal Acquisition Regulation 2.101, Definitions.
- “Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
  - (ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
  - (iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
  - (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));
  - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
  - (vii) [Reserved]
  - (viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
  - (ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), but not including paragraph (e), in subcontracts awarded under this contract.

- (e) To the maximum extent practicable, when the Contractor acts as a purchasing agent for the Government with respect to a purchase that exceeds the simplified acquisition threshold, the Contractor shall conduct market research (10 U.S.C. 2377(c)) to—
  - (i) Determine if commercial items or, to the extent commercial items suitable to meet the agency's needs are not available, nondevelopmental items are available that—
    - (A) Meet the agency' requirements;
    - (B) Could be modified to meet the agency's requirements; or
    - (C) Could meet the agency's requirements if those requirements were modified to a reasonable extent; and
  - (ii) Determine the extent to which commercial items or nondevelopmental items could be incorporated at the component level.

(End of clause)

O. Baseline and Reporting Requirements for Work Performed under the Recovery Act

This paragraph defines the unique requirements for the Contractor's project management baseline and associated reporting requirements to address the contract performance requirements to be performed as identified within this Work Authorization which are funded under the provisions of the American Recovery and Reinvestment Act of 2009 (Recovery Act).

(a) Baseline Requirements

- (1) For purposes of this paragraph, the "pre-definitized period" is defined as that timeframe from the date of issuance of the Modification M183/Undefinitized Work Authorization Directive directing the contractor to begin the Recovery Act work until the work is definitized and the update has been executed by both the Contractor and Contracting Officer. All requirements for plans and deliverables during the pre-definitized period shall be based on the definitization time period of 120 days after issuance of the Undefinitized Work Authorization or expenditure of 30% of the estimated value, *whichever comes first*.  
*(The pre-definitized period is sequenced with specific deliverables and actions each 30 days. These deliverables and actions may occur in less than 30 days based on the project size, scope, and level of confidence in current NTB/OPER, but no more than 30 day periods.)*
- (2) During the pre-definitized period, the Contractor shall develop and deliver to the Contracting Officer the following:
  - (i) Within 30 days after issuance of Modification Work Authorization Directive Number 1.10.01, attached to the Contract Modification M183, the Contractor shall provide a work plan for performance of that portion of the work specified in the Summary Statements of Work (of this Work Authorization Directive) covering the Statement of Work and specific milestones, deliverables, and performance measures/expectations scheduled to be performed during the 180-day period after issuance of Work Authorization Number 1/10/01. This plan shall include the following:

- (A) 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;
  - (B) Monthly spend plan consistent with the Summary Statements of Work included in the Work Authorization Directive, completely segregating the non-Recovery Act work from the Recovery Act funded portions of the Statement of Work;
  - (C) 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;
  - (D) Milestone list including, but not limited to, major hiring actions that create newly “created” or “retained” jobs by the Contractor or first tier subcontractors in accordance with paragraph J (a). of this Work Authorization Directive, key starts and completions, enforceable regulatory dates, approval of key regulatory decisions, project critical decisions, delivery of critical Government Furnished Services and Items; and
  - (E) Planned quarterly summary of jobs “created” or “retained” by the Contractor and first tier subcontractors as defined in paragraph J(a) of this Work Authorization.
- (ii) Within 120 days after issuance of Work Authorization Directive Number 1.10.01, the Contractor shall propose a Performance Baseline for the complete work specified in Paragraph C. Statement of Work. This baseline shall use control accounts that will be made up of work packages. The WBS elements at the lowest level should roll up within the WBS structure and clearly identify the entire work to be performed. The WBS shall clearly distinguish all non-Recovery Act work from all Recovery Act work. The proposed Performance Baseline shall include the following:
- (A) The Contractor shall propose a performance baseline, at a high confidence level, for the work to be performed, including the pre-definitized period and the post-definitized period. This baseline shall be based upon the work and schedule included in Work Authorization Directive Number 1.10.01 and the Contractor’s cost proposal. A month-by-month baseline or budgeted cost of work scheduled (BCWS)/planned value (PV) must be developed for the complete Recovery Act work. This will be the original baseline for Recovery Act work and shall include all of the work by WBS, including both the pre- and post- definitized periods, and the Contractor’s defined management reserve. The sum of these three items (estimated cost for the pre-definitized period, estimated cost for the post-definitized period, and the management reserve) shall equal the Contractor’s proposed estimated cost for the Recovery Act

work. This performance baseline is subject to independent project review and certification before approval by the Government.

- (B) 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.
- (C) The proposed Performance Baseline shall also include the planned quarterly summary of jobs “created” or “retained” by the Contractor and first tier subcontractors as defined in paragraph J(a) of this Work Authorization.
- (D) 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 this Work Authorization, 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.
  - 1) *Work breakdown structure and associated dictionary;*
  - 2) *List of planning basis and assumptions;*
  - 3) *Cost baseline description document that includes the basis of cost estimate;*
  - 4) *Schedule baseline that employs a critical path method and is resources loaded such that earned value can be measured;*
  - \*5) *Organizational breakdown structure;*
  - \*6) *Responsibility assignment matrix that identifies Control Account Managers;*
  - \*7) *Earned value management system description and a copy of the letter of certification against ANSI/EIA-748-B, “Earned Value Management Systems;”*
  - \*8) *Project controls system description document;*
  - \*9) *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;*
  - \*10) *All work packages;*
  - \*11) *Technical design documentation;*
  - \*12) *Documented safety analysis;*
  - \*13) *Safety evaluation report (if required);*
  - \*14) *Safety design strategy;*

*\*15) Integrated safety management system description document and latest annual certification.*

\*Note: These are required program elements subject to on-site review as part of a baseline review and approval, and must be made available upon request

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.

The contractor shall support resolution of IPR or External Independent Review (EIR) corrective actions for the performance baseline submitted.

- (3) During the pre-definitized period, the Contractor shall determine the budgeted cost of work performed (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 the Contractor's progress in accordance with the reporting requirements specified in paragraph F.12 of this Work Authorization. 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.
- (4) Upon negotiation and execution of the Definitized Work Authorization Modification, the performance baseline documentation submitted in accordance with paragraph b.2 above shall be revised by the Contractor to reconcile cost estimates and WBS elements, if necessary, consistent with the Definitized Work Authorization Modification.

(b) Reporting Requirements

- (1) Within 30 days of definitization of the Recovery Act work, the Contractor shall begin reporting against the established performance baseline in accordance with the reporting requirements specified under existing contract requirements, those reporting requirements specified in this Work Authorization, and those Recovery Act-unique deliverables listed below. Performance against the Recovery Act work shall be tracked and reported separately from other work under the contract funded by other appropriations.
- (2) These reports shall be provided to the Contracting Officer on a monthly basis.
  - (i) 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.
  - (ii) 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.

*A funds management report by Budgeting & Reporting (B&R) codes that identifies the amount of funds obligated to the contract and the amount of funds obligated to the contractor, and committed and expended by the contractor.*

(End of clause)