

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF
			1 12

2. AMENDMENT/MODIFICATION NO. A095	3. EFFECTIVE DATE See Block 16.C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
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6. ISSUED BY National Nuclear Security Administration Nevada Site Office P.O. Box 98518 Las Vegas, NV 89193-8518	7. ADMINISTERED BY (if other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Stoller-Navarro Joint Venture 232 Energy Way North Las Vegas, Nevada 89030	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC52-03NA99205
		10B. DATED (SEE ITEM 13) 10/01/03

EXECUTED COPY

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 _____ 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52-232-22, Limitation of Funds, Mutual Agreement of the Parties

E. IMPORTANT: Contractor **is not,** **is required to sign and return** 1 **copies to the issuing office.**

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

SEE PAGE 2.

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) Sharon Brady, Bus. Mgr. David Taylor, Program Mgr.	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Laura J. Haverlock, Contracting Officer
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 8/12/09
16B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 8/13/09

See Separate Standard Form 30 – for Modification A095

The purpose of this modification is to issue a change order definitizing the undefinitized contract action within Modification A088. This modification replaces in its entirety Modification A088. The statement of work and the other changes made to the contract terms associated with the revised statement of work. These revisions are being made under the authority of the contract clause contained in Section I, entitled "Changes" and by mutual agreement of the parties.

The work described in this modification shall be performed using funds obligated under this contract, appropriated under the American Recovery and Reinvestment Act of 2009, Pub. L. 1115 (Recovery Act) and as such is subject to special statutory conditions. The contractor is to begin work immediately. The contractor is authorized to incur costs not to exceed \$1,426,441.00, consistent with the other contract terms and conditions.

1. Section B, Supplies or Services and Prices/Costs is amended as follows:

A. Provide support for the accelerated installation of one groundwater monitoring well in Corrective Action Unit (CAU) 102 Western Pahute Mesa for the Underground Test Area (UGTA) project (\$284,016K). Conduct characterization activities at two (2) Soils corrective action units (CAUs 367 Area 10 Sedan, Ess and Uncle Unit Craters and 374 Area 20 Schooner Unit Crater) (\$156,216K). Provide SAFER revision, Pre-field planning, mobilization and investigation of geophysical anomalies including remediation, if necessary for CAU 408 Bomblet Target Area (TTR), Industrial Sites project (\$986,209K). The total estimated increase to the contract values is \$1,426,441.00.

B. Paragraph B.5 is modified to add the following:

Pursuant to the clause in Section I, entitled "Limitation of Funds," total funds in the amount of \$1,426,441.00 are obligated herein and made available for payment of allowable costs and fee earned related only to the Recovery Act work from the effective date of this modification through the period of performance for the Recovery Act work, contained in Section F.

2. Section C, Description/Specifications/Statement of Work is amended as follows:

Paragraph C. 1 is modified as follows:

- Work performed under the Recovery Act is work that is being accelerated from the baseline. All work will be tracked separately and billed separately.

- Schedule – Revised Section C, Part III, Section J, Attachment J.1 is incorporated with the issuance of this modification.
- Performance outcomes and measures – Section C, Section J, Attachment J.1 will be revised upon submission to the State and applicable milestone dates being assigned by the NDEP.
- Deliverables – Section C, Section J, Attachment J.1 will have the deliverables associated upon submission to the NDEP:
 - Complete CAU 367 Data Quality Objectives (DQO)
Planned Date: 09/30/2009
 - Complete CAU 374 Data Quality Objectives (DQO)
Planned Date: 09/30/2009
 - Submit CAU 408 SAFER Revision to DOE
Planned Date: 09/30/2009

Section E, Inspection and Acceptance is amended as follows:

Paragraph E.3 is modified to add the following, which is applicable only to the Recovery Act work:

(x) 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.

Section F, Deliveries or Performance is amended as follows:

Paragraph F.6 is modified to add the following:

The period of performance for the Recovery Act work specified in Section C shall be for the period of performance beginning June 03, 2009 through September 30, 2009.

Section G, Contract Administration Data is amended as follows:

Paragraph G.2 is modified to add the following:

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

The contractor may invoice costs for both Recovery Act work and other work in the same invoice. However, the contractor shall separately identify costs in its invoices

that pertain to the Recovery Act work. Recovery Act costs shall also be segregated in the invoice so as to identify those costs associated with each applicable appropriation at the CLIN level of the following accounting and appropriations data:

A. Pursuant to FAR Clause 52.232-22, entitled, Limitation of Funds (APR 1984), the amount presently obligated under the Contract through contract modification A095 is \$ 159,186,405.85.

Pursuant to FAR Clause 52.232-22, Limitation of Funds, net funding in the amount of \$1,426,441.00 has been obligated to the contract in Modification A088. This action corrects all of the subsequent modifications as follows: .

As a result the revised obligated since inception numbers are as follows:

Funds Obligated Since Inception Modification A088	\$155,369,504.41
Funds Obligated Since Inception Modification A091	\$156,689,504.41
Funds Obligated Since Inception Modification A092	\$157,776,475.85
Funds Obligated Since Inception Modification A094	\$159,186,405.85

Block 12 of the SF-30 Accounting and Appropriations Data is as follows:

<u>Approp.</u> <u>Symbol</u>	<u>B&R No.</u>	<u>STARS/Progra</u> <u>m</u> <u>Value</u>	<u>Dollar Amt.</u>	<u>ADS/TTP</u>	<u>AFP</u>	<u>Obj. Class</u>
89-09/10-0253	FD062100	1111353	\$1,426,441.	NV-1000		25110
	0					

Stars String

06049.2009.01.100260.61000000.25110.1111353.2002070.0000000.0000000.0000000

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

3. The following changes are hereby made to the Contract:

1. Section B-SUPPLIES OR SERVICES AND PRICES/COSTS is hereby amended to incorporate Clause B-9999, American Recovery and Reinvestment Act Work Values, into the Contract as follows:

B-9999 American Recovery and Reinvestment Act Work Values:

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	\$1,426,441.00

The Contractor shall start work immediately funded under the Recovery Act. The contractor is authorized to incur costs not to exceed the amount obligated under this modification, consistent with the other Contract terms and conditions. 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.

The following clause is added. This clause applies only to the Recovery Act work specified in Section C as directed by the Contracting Officer under this modification in accordance with the clause in Section I, entitled "Changes," until such time that the Contracting Officer and the contractor reach a mutual agreement and modify the contract definitizing the Recovery Act work.

MODIFICATION DEFINITIZATION

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

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

<u>Action</u>	July 1, 2009
Contractor submits technical, cost, and fee Proposal	
Commence negotiations	July 08, 2009
Mutual agreement on definitization of Recovery Act work	July 15, 2009
Contractor submits certificate of current cost or pricing data	July 16, 2009
Execute definitization contract modification	Aug 12, 2009

(c) If agreement on a definitive modification is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the

Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the clause in section I, entitled "Limitation of Government Liability," added by this modification.

4. **Section H-SPECIAL CONTRACT REQUIREMENTS** is hereby amended to incorporate Clause H-9999, Work funded under the American Recovery and Reinvestment Act of 2009 (April 2009), into the Contract as follows:

H.999 Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009 (Feb 2009)

Preamble:

Work performed under this contract will be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act's purposes are to stimulate the economy and to create and retain jobs. The Act gives preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds made available by it for activities that can be initiated not later than June 17, 2009.

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

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

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

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

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

Definitions:

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

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

A. Flow Down Provision

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

B. Segregation and Payment of Costs

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

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

C. Prohibition on Use of Funds

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

D. Wage Rates

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

E. Publication

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

F. Registration requirements

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

G. Utilization of Small Business

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

H.23. Baseline and Reporting Requirements for Work Performed under the Recovery Act

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

- a. For purposes of this clause the "pre-definitized period" is defined as that timeframe from the date of execution of modification number A088 directing the contractor to begin the Recovery Act work until the work is definitized in accordance with the clause in Section H entitled "Modification Definitization.", modification A095. All requirements for plans and deliverables during the pre-definitized period shall be based on the definitization time period estimated in the "Modification Definitization" clause.
- b. During the pre-definitized period, the contractor shall develop and deliver to the Contracting Officer the following:
 1. Within 30 days after execution of modification no. A088, the contractor shall provide a work plan for performance of that portion of the work specified in Section C. Statement of Work expected to be performed during the 90-day period after execution of modification no. A095. This plan shall include the following:
 - i. Product-oriented Work Breakdown Structure (WBS) and WBS dictionary in alignment with the statement of work, as modified for the Recovery Act work, to include performance of Recovery Act work totally within distinctly defined, separately tracked and uniquely managed WBS elements;
 - ii. Monthly spend plan consistent with the statement of work, completely segregating the non-Recovery Act work from the Recovery Act funded portions of the statement of work;
 - iii. Crosswalk of statement of work WBS elements and associated planned milestones, metrics, and estimated costs and the Recovery Act work;
 - iv. Milestone list including, but not limited to, major hiring actions that create newly "created" or "retained" jobs by the contractor or first tier subcontractors in accordance with the clause in Section H, entitled "Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009, key starts and completions, enforceable regulatory dates, approval of key regulatory decisions, project critical decisions, delivery of critical Government Furnished Services and Items; and

- v. **Planned quarterly summary of jobs “created” or “retained” by the contractor and first tier subcontractors as defined in the Section H clause entitled “Special provisions relating to work funded under the American Recovery and Reinvestment Act of 2009.”**
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2. **Within 60 days after execution of modification no. A088, the contractor shall propose a Performance Baseline for the complete work specified in Section C. Statement of Work. This baseline shall use control accounts that will be made up of work packages. The WBS elements at the lowest level should roll up within the WBS structure and clearly identify the entire work to be performed. The WBS shall clearly distinguish all non-Recovery Act work from all Recovery Act work. The proposed Performance Baseline shall include the following:**
 - i. **The contractor shall propose a performance baseline, at the a high confidence level, for the work to be performed, including the pre-definitized period and the post-definitized period. This baseline shall be based upon the work and schedule included in modification no. A088 and the contractor’s cost proposal. A month-by-month baseline or budgeted cost of work scheduled (BCWS)/planned value (PV) must be developed for the complete Recovery Act work. This will be the original baseline for Recovery Act work and shall include all of the work by WBS, including both the pre- and post- definitized periods, and the contractor’s defined management reserve.. The sum of these three items (estimated cost for the pre-definitized period, estimated cost for the post-definitized period, and the management reserve) shall equal the contractor’s proposed estimated cost for the Recovery Act work. This performance baseline is subject to independent project review and certification before approval by the government.**
 - ii. **A network logic schedule utilizing Primavera will be developed at the activity level for each control account which includes milestones. The schedule must be resource loaded and coded to allow summarization of lower level activities through the control account for the complete Recovery Act work.**
 - iii. **The proposed Performance Baseline shall also include the planned quarterly summary of jobs “created” or “retained” by the contractor and first tier subcontractors as defined in the Section H clause entitled “Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009.” .**

Deliverables supporting the Recovery Act performance baseline shall include all deliverables required under existing contract requirements, those Recovery Act deliverable and reporting requirements specified in the section H clause entitled “Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009” and those Recovery Act-unique deliverables listed

below. For all common deliverables, the data shall be clearly segregated and distinguished between non-Recovery Act work and Recovery Act work, as well as summing to complete contract totals.

- a. Work breakdown structure and associated dictionary;
- b. List of planning basis and assumptions;
- c. Cost baseline description document that includes the basis of cost estimate;
- d. Schedule baseline that employs a critical path method and is resources loaded such that earned value can be measured;
- e. Responsibility assignment matrix that identifies Control Account Managers;
- f. 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;
- g. NEPA documentation (analysis of environmental impacts)

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

3. The contractor shall support resolution of IPR or External Independent Review (EIR) corrective actions for the performance baseline submitted. .
 - c. During the pre-definitized period, the contractor shall determine the budgeted cost of work performed (BCWS)/earned value (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 the clause in Section H entitled "Special provisions relating to work funded under American Recovery and Reinvestment Act." The associated actual cost of work performed (ACWP)/actual cost (AC), cost and schedule variances and performance indices, and variance analyses shall be reported monthly. Performance against the Recovery Act performance baseline shall be tracked separately from other work under the contract funded by other appropriations.
 - d. Upon negotiation of the definitive modification to the contract, the performance baseline documentation submitted in accordance with paragraph b.2 above shall be revised by the contractor to reconcile cost estimates and WBS elements, if necessary, consistent with the definitive modification.

Reporting Requirements

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

5. Part II, Section I, Contract Clauses, is modified by adding new clauses as follows.

I-3 The following clauses are applicable to all work done in accordance with the requirements of the American Recovery and Reinvestment Act (included in full text):

- 1. Add Clause 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Mar 2009), included as Attachment 1 to this modification.
- 2. Add Clause 52.204-11, American Recovery and Reinvestment Act--Reporting Requirements (MAR 2009), included as Attachment 2 to this modification.
- 3. Add Clause 52.215-2, Alternate I, Audit and Records – Negotiation (MAR 2009), included as Attachment 3 to this modification.

No other changes are made as a result of this modification. All other terms and conditions remain unchanged.

(END OF MODIFICATION)