

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE R - CPAF	PAGE OF PAGES 1 of 6
2. AMENDMENT/MODIFICATION NO. M002		3. EFFECTIVE DATE CO DATE SIGNED 898358	4. REQUISITION/PURCHASE REQ.NO. N/A		5. PROJECT NO. (If applicable)
6. ISSUED BY FAD/S+SD CODE		7. ADMINISTERED BY (If other than Item 6)		CODE 898358	
DEPARTMENT OF ENERGY NNSA SERVICE CENTER P.O. BOX 5400 ALBUQUERQUE, NM 87185-5400 MARY B. HENRY 505-845-6493 MHENRY@DOEAL.GOV					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NAVARRO NEVADA ENVIRONMENTAL SERVICES NAVARRO NEVADA ENVIRONMENTAL SERVICES LLC 669 EMORY VALLEY ROAD OAK RIDGE TN 37830-6806 (865) 220-9650				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC52-09NA28091	
				10B. DATED (SEE ITEM 13) 01 JAN 2009	
CODE 528P5		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: ( ) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A. <input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). <input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2, Changes-Cost Reimbursement (Aug 1987) - Alternate I (Apr 1984). <input type="checkbox"/> D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document 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.) SUBJECT: Add ARRA clauses to the contract.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as here tofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Susana Navarro-Valenti, Chairman			16A. NAME AND TITLE OF SIGNER (Type or print) MARY B. HENRY Contracting Officer		
15B. CONTRACTOR/OFFEROR   (Signature of person authorized to sign)		15C. DATE SIGNED 9-21-09	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 9-22-2009

SCHEDULE OF CHANGES

1. The purpose of this modification is to issue a change order to add the appropriate American Recovery and Investment Act (ARRA) clauses to the contract. These revisions are being made under the authority of the contract clause contained in SECTION I, entitled, FAR 52.243-2, Changes--Cost Reimbursement (Aug 1987) - Alternate I (Apr 1984), and by mutual agreement of the parties.

The work to be added in the forthcoming 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. Once the funding has been obligated in support of this requirement, the contractor is to begin work immediately. The contractor is authorized to incur costs not to exceed \$TBD, consistent with the other contract terms and conditions and pending definitization of this change.

2. ARRA funding, the revised Performance Work Statement, and other specific requirements associated with the revised PWS will be forthcoming in a separate modification from the NSO Contracting Officer.

3. As a result of this modification, the following changes are hereby made to the contract:

a. Add the following CLIN information in SECTION B - SUPPLIES OR SERVICES as indicated:

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0022	CLIN Establish	1	\$0.00
		Lot	\$0.00
	<i>Noun:</i>	ARRA WORK SCOPE	
	<i>ACRN:</i>	U	
	<i>Contract type:</i>	R - COST PLUS AWARD FEE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	The contractor shall, in accordance with the terms of this contract, provide the personnel, materials, supplies and services and do all things necessary for, or incident to, providing its best efforts to perform the Recovery Act work. This work will be described in a subsequent modification to this contract.		

b. The following clause is added to SECTION B:

**0B001 ARRA LIMITATION OF FUNDS & FEE (Sep 2009)**

Pursuant to FAR Clause 52.232-22 in SECTION I, entitled "Limitation of Funds," total funds in the amount of \$TBD (100% of funds to be obligated in FY 09) 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.

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

<end of clause>

c. The following clause is added to SECTION C:

**0C001 ARRA PERFORMANCE WORK STATEMENT (Sep 2009)**

Information pertaining to the performance work statement for ARRA effort will be provided in a subsequent modification issued by the NSO Contracting Officer.

<end of clause>

d. Paragraphs (c) and (d) are added to SECTION E clause **E001 INSPECTION AND ACCEPTANCE (Feb 2005)** and are only applicable to ARRA work:

(c) Access -

i. The Comptroller General and his representatives are authorized to examine any records of the contractor or any of its subcontractors that involve transactions relating to the contract or subcontract and to interview any officer or employee of the contractor or any of its subcontractors, regarding such transactions.

ii. Any representative of an appropriate inspector general is authorized to examine any records of the contractor or any of its subcontractors that involves transactions relating to the contract or subcontract and to interview any officer or employee of the contractor or subcontractor regarding such transactions.

iii. The Recovery Accountability and Transparency Board (The Board) and its representatives are authorized to conduct audits and reviews of contracts that use Recovery Act funds. In addition to having access to records of the contractor and any of its subcontractors, and the right to interview any officer or employee of the contractor or subcontractor, the Board is also authorized to issue and enforce subpoenas to compel the testimony at public hearings, or otherwise, of persons who are not Federal officers or employees.

(d) 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.

<end of clause>

e. The following clause is added to SECTION F:

**0F001 ARRA PERIOD OF PERFORMANCE (Sep 2009)** The period of performance for the Recovery Act work specified in Section C shall be for the period of performance beginning TBD (date modification is signed by the NSO Contracting Officer) through TBD.

<end of clause>

ITEM	SUPPLIES SCHEDULE DATA	QTY	DATE
0022		1	30 Sep 2011
	Noun:	ARRA WORK SCOPE	
	ACRN:	U	

f. The following clause is added to SECTION G:

**0G001 ARRA BILLING INSTRUCTIONS (Sep 2009)**

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 TBD (specify level; at a minimum this should be at the Recovery Act program and project values) level of the following accounting and appropriations data:

Accounting and Appropriations Data

Level	1	2	3	4	5	6	7	8	9		
Numerical	Characters	xxxxx	xxxx	xx	xxxxxx	xxxxxx	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx
Level Name	Fund	Appropriation	Year	Allottee	Reporting	Entity	Object	Class			
Program		Project	WFO	Local Use							

(Include each appropriation, as applicable, in the above table.)

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.

<end of clause>

g. The following clause is added to SECTION H:

**H999 SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (Apr 2009)**

PREAMBLE

(a) 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.

(b) 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).

(c) 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.

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

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

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

#### DEFINITIONS

(f) 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.

(g) 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.

#### FLOW DOWN PROVISION

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

#### SEGREGATION AND PAYMENT OF COSTS

(i) 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.

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

PROHIBITION ON USE OF FUNDS

(k) 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.

WAGE RATES

(l) 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> .

PUBLICATION

(m) Information about this agreement 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). 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.

REGISTRATION REQUIREMENTS

(n) 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 FAR 52.204-11.

UTILIZATION OF SMALL BUSINESS

(o) 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.

<end of clause>

h. The following clauses are added to SECTION I:

**FAR 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (Mar 2009)**

**FAR 52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT--REPORTING REQUIREMENTS (Mar 2009)**

**FAR 52.215-02 AUDIT AND RECORDS -- NEGOTIATION (Mar 2009) - ALTERNATE I (Apr 1998)**

4. All other terms and conditions remain unchanged as a result of this modification.