SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES
		1 / 2

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
DE-SC0004645	DE-SOL-0001551 000002	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	07/08/2010	

7. ISSUED BY CODE 00518

Oak Ridge
U.S. Department of Energy
P.O. Box 2001
Oak Ridge TN 37831

8. ADDRESS OFFER TO (If other than Item 7)

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in 200 Administration Road, Oak Ridge, TN 37830 until 1400 ET (Hour) local time 09/21/2010 (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS) AREA CODE	NUMBER	EXT.	C. E-MAIL ADDRESS
	CAROL S. JENNINGS	865	574-5563		jenningscs@oro.doe.gov

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
☐	A	SOLICITATION/CONTRACT FORM		☐	I	CONTRACT CLAUSES	
☐	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
☐	C	DESCRIPTION/SPECS./WORK STATEMENT		☐	J	LIST OF ATTACHMENTS	
☐	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
☐	E	INSPECTION AND ACCEPTANCE		☐	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
☐	F	DELIVERIES OR PERFORMANCE					
☐	G	CONTRACT ADMINISTRATION DATA		☐	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
☐	H	SPECIAL CONTRACT REQUIREMENTS		☐	M	EVALUATION FACTORS FOR AWARD	

OFFER *(Must be fully completed by offeror)*

Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232.8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGEMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	001	7-16-2010	003/004	8-19/9-2-2010
	002	7-30-2010	005/006	9-08/9-13-2010

15A. NAME AND ADDRESS OF OFFEROR — CODE 64BY8 FACILITY

URS | CH2M Oak Ridge LLC
106 Newberry St. SW
Aiken, SC 29801
DUNS: 963906529

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

Leo Sain
Program Manager

15B. TELEPHONE NUMBER AREA CODE	NUMBER	EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
803	502-9972		☐	Leo Sain	09/21/2010

AWARD *(To be completed by government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253 (c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* — ITEM

24. ADMINISTERED BY *(If other than Item 7)* CODE

25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*
ther M. Houk

27. UNITED STATES OF AMERICA
~~Signature on File~~
(Signature of Contracting Officer)

28. AWARD DATE 4/29/11

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

TABLE OF CONTENTS

B.1 TYPE OF CONTRACT 2
B.2 ITEM(S) BEING ACQUIRED 2
B.3 OBLIGATION AND AVAILABILITY OF FUNDS 4
B.4 CONTRACT COST AND CONTRACT FEE 5
B.5 EXECUTION OF CLINS 6
B.6 CHANGES TO CONTRACT COST AND CONTRACT FEE 7
B.7 FEE STRUCTURE 7
B.8 DOE AUTHORIZATION OF WORK 9
B.9 PERFORMANCE BASED INCENTIVE FEE ADMINISTRATION 9
B.10 SEMI-ANNUAL AWARD FEE ADMINISTRATION 11
B.11 FEE DETERMINATION AND PAYMENT 12
B.12 FEE REDUCTIONS 12
B.13 SMALL BUSINESS SUBCONTRACTING FEE REDUCTION 13
B.14 ALLOWABILITY OF SUBCONTRACTOR FEE 14
B.15 DEAR 970.5215-3, CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES – FACILITY MANAGEMENT CONTRACTS (DEVIATION) (ALTERNATE II) (AUG 2009) 14
B.16 COST CONTAINMENT AND SUBCONTRACTING STRATEGY 21

B.1 TYPE OF CONTRACT

This is a Cost-Plus-Award Fee Contract with performance-based incentives for the completion of the decontamination and demolition (D&D) and environmental remediation of the East Tennessee Technology Park at the U.S. Department of Energy (DOE) Oak Ridge Site, TN. The contract has a five (5) year base period with a four (4) year option period. The Contractor has the responsibility for determining the specific methods and approaches for accomplishing the identified work. This Contract applies performance-based contracting approaches and expects the Contractor to implement techniques that emphasize safe, efficient, and measurable results.

Mod 056 12/4/2012

B.2 ITEM(S) BEING ACQUIRED

(a) 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 all requirements of this Contract.

(b) The Contract consists of the following work scope, with the associated Performance Work Statement (PWS) as described in Section C:

1) Transition (PWS 2.1)
2) TRU Waste Retrievals, Transfers and Storage (ORNL) (PWS 2.2)
3) K-1065 Operations and “No Path to Disposition” Waste (ETTP) (PWS 2.3)
4) Environmental Management Waste Management Facility (EMWMF) and Oak Ridge Reservation (ORR) Landfills Management and Operations (Y-12) (PWS 2.4)
5) Surveillance and Maintenance of Facilities and Environmental Monitoring (Y-12) (PWS 2.5)
6) Liquid Gaseous Waste (LGW) and Process Waste Operations (ORNL) (PWS 2.6)
7) Surveillance and Maintenance of Facilities and Environmental Monitoring (ORNL) (PWS 2.7)
8) Surveillance and Maintenance of Facilities and Environmental Monitoring (ETTP) (PWS 2.8)
9) Infrastructure and General Program Activities (PWS 2.9)
10) Post Retirement Medical Benefits and Long-Term Disability (PWS 2.10)
11) Safeguards and Security (PWS 2.11)
12) K-25 Facility D&D (ETTP) (PWS 2.12)

13) Poplar Creek Facilities D&D (ETTP) (PWS 2.13)

14) Zone 1 Interim Record of Decision (ROD) Remediation (ETTP) (PWS 2.14)

15) K-27 Facility D&D (ETTP) (PWS 2.15)

16) K-31 Facility D&D (ETTP) (PWS 2.16)

17) K-1037 Facility D&D (ETTP) (PWS 2.17)

18) Central Neutralization Facility Closure and D&D (ETTP) (PWS 2.18)

19) Toxic Substances Control Act (TSCA) Incinerator D&D (ETTP) (PWS 2.19)

20) Centrifuge Facilities D&D (ETTP) (PWS 2.20)

21) Balance of Facilities D&D (ETTP) (PWS 2.21)

22) Zone 2 Record of Decision (ROD) Remediation (ETTP) (PWS 2.22)

23) Site-Wide Final Record of Decision (ROD) Remediation (ETTP) (PWS 2.23)

24) Landfill Design and Construction (Y-12) (PWS 2.24)

25) Tank W1A Removal Action (ORNL) (PWS 2.25)

26) Central Neutralization Facility Closure (ETTP) (PWS 2.26)

27) Zone 2 ROD Remediation for K-1070-B (ETTP) (PWS 2.27)

(c) The Contract includes two categories of work: (1) Cleanup, and (2) Operations.

Cleanup work is for D&D, soil & water remediation and landfill design and construction. This work scope is for: PWS 2.12 to PWS 2.27.

Operations work is for the operations of waste facilities, S&M of facilities, infrastructure support, and program support. This work scope is for: PWS 2.2 to PWS 2.11.

(d) The contract consists of the following Contract Line Item Numbers (CLINs):

CLIN 1 – Transition Period – April 29, 2011 through July 29, 2011 (PWS 2.1)

CLIN 2 – Operations (Fee Bearing), Base Period, July 30, 2011 through July 31, 2016 (PWS 2.2 to PWS 2.9)

CLIN 3 – Operations (Non-Fee Bearing), Base Period, July 30, 2011 through July 31, 2016 (PWS 2.10 and PWS 2.11)

CLIN 4 – Cleanup, July 30, 2011 through October 16, 2015 (PWS 2.12 to PWS 2.14, PWS 2.25 to PWS 2.27)

Option #1 – CLIN 5 Operations (Fee Bearing), Option Period, August 1, 2016 through July 31, 2020 (PWS 2.2 to PWS 2.9)

Option #2 – CLIN 6 – Operations (Non-Fee Bearing), Option Period, August 1, 2016 through July 31, 2020 (PWS 2.10 and PWS 2.11)

Option #3A – CLIN 7A – Cleanup, Estimated April 18, 2012 through May 19, 2015 (PWS 2.15)

Option #3B – CLIN 7B – Cleanup, Estimated August 1, 2014 through February 13, 2020 (PWS 2.16 to PWS 2.23)

Option #4 – CLIN 8 – Cleanup, Estimated August 1, 2016 through May 31, 2018 (PWS 2.24)

(end of clause)

Mod 056 12/4/2012

B.3 OBLIGATION AND AVAILABILITY OF FUNDS

Mod 075 06/20/2013

(a) Obligation of Funds. Pursuant to the Section I Clause entitled, FAR 52.232-22, Limitation of Funds, total funds in the amount of $625,878,354.68 have been allotted for obligation and are available for payment of services provided from the effective date of this Contract.

Mod 075 06/20/2013

Mod 068 04/30/13

CHANGES FOR LINE ITEM NUMBER:1
Obligated Amount for this modification: ($12,597,916.03)
Incremental Funded Amount changed from $0 to ($12,597,916.03)

CHANGES FOR LINE ITEM NUMBER: 2
Obligated Amount for this modification: $32,783,140.92
Incremental Funded Amount changed from $271,062,593.52 to $303,845,734.44

CHANGES FOR LINE ITEM NUMBER: 3
Obligated Amount for this modification: $2,539,000.00
Incremental Funded Amount change from $65,585,620.67 to $68,124,620.67

CHANGES FOR LINE ITEM NUMBER: 4
Obligated Amount for this modification: $5,747,000.00
Incremental Funded Amount changed from $189,533,303.77 to $195,280,303.77

CHANGES FOR LINE ITEM NUMBER: 7A
Obligated Amount for this modification: $4,803,000.00
Incremental Funded Amount changed from $10,969,000.00 to $15,772,000.00

Mod 068 04/30/2013

(b) Availability of Funds. Except as may be specifically provided in the Section I Clause entitled, *DEAR 952.250-70, Nuclear Hazards Indemnity Agreement*, the duties and obligations of DOE hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress that DOE may legally spend for such purposes.

B.4 CONTRACT COST AND CONTRACT FEE

This Section establishes the estimated Contract Cost and Contract Fee for each CLIN.

(a) Within Table B.4-1, the following definitions apply:

(1) *Estimated Cost* is defined as all costs proposed by the Contractor for a CLIN.

(2) *Award Fee* is defined as the amount of fee that may be earned under the Contract for a CLIN.

(3) *PBI Fee* is defined as the amount of fee that may be earned for Performance Based Incentives (PBIs) for each CLIN.

(4) *Available Fee* is defined as the cumulative *Award Fee* and *PBI Fee.*

(5) *Estimated Price* is the sum of the *Estimated Cost* plus *Available Fee (Award Fee* and/or *PBI Fee,* if any).

(b) *Estimated Contract Cost, Contract Fee* and *Estimated Price* are outlined in Table B.4-1.

Mod 072 06-07-13

Table B.4-1 Estimated Cost, Contract Fee, and Estimated Price

CLIN Description	Estimated Cost	Award Fee	PBI Fee	Estimated Price
Transition (CLIN 1)	$7,644,000			$7,644,000
Operations - Base Period - Fee Bearing (CLIN 2)	$898,695,729	$27,196,746		$925,892,475
Operations - Base Period - Non-Fee Bearing (CLIN 3)	$134,007,255			$134,007,255
Cleanup - Base Period (CLIN 4)	$257,999,192	$5,416,588	$39,571,262	$302,987,042
Base Period Totals	**$1,298,346,176**	**$32,613,334**	**$39,571,262**	**$1,370,530,772**
Option #1 - Operations - Fee Bearing (CLIN 5)	$611,221,000	$23,568,703		$634,789,703
Option #2 - Non-Fee Bearing (CLIN 6)	$103,378,000			$103,378,000
Exercised Option 3A (CLIN 7A)	$133,312,039	$3,408,520	$17,998,002	$154,718,561
Option #3B - Cleanup (CLIN 7B)	$150,886,507	$3,528,272	$19,336,819	$173,751,598
Option #4 - Cleanup (CLIN 8)	$3,000,000	$69,408	$375,281	$3,444,689
Options Totals	**$1,001,797,545**	**$30,574,902**	**$37,710,102**	**$1,070,082,550**
Contract	**$2,300,143,721**	**$63,188,236**	**$77,281,364**	**$2,440,613,322**

Mod 072 06-07-13

B.5 EXECUTION OF CLINS

(a) Sequence of Execution. Upon Contract award, the Transition CLIN will be executed. Upon completion of Transition, Cleanup CLIN 4 will be executed. The remaining Cleanup CLINs (CLIN 7 and CLIN 8) are options (Options #3 and #4), respectively. The strategy for exercising Option #3 is: optimum utilization of the workforce skill mix, optimum sequencing of subcontracts, effective utilization of funding, prompt and timely completion of CLIN #4. The exercise of any option under this contract is a unilateral right of the Government. Factors which the Government may consider in deciding whether or not to exercise an option will include availability of funds, the level of contractor performance and progress in executing cleanup CLIN #4, whether the option continues to fulfill an existing requirement, and whether project risks have been adequately identified and potentially mitigated. The Government may consider additional factors as well. An estimated exercise date for Option #3 (CLIN #7) is indicated in Clause B.2, but may be revised by the Contracting Officer (CO) based on the above criteria. An estimated exercise date for Option #4 (CLIN #8) is indicated in Clause B.2, but may be revised by the Contracting Officer depending on the need for additional sanitary/industrial landfill capacity.

All of the Operations work scope (PWS 2.2 to PWS 2.11) is expected to be required during the entire contract period. Operations CLINs #2 and #3 will be executed upon completion of Transition for the five-year base period. Option #1 (CLIN 5) and Option #2 (CLIN 6) are expected to be executed for the four-year option period.

(b) Execution of CLINs. DOE may decide not to execute an option. If the reason is based on a shortage of funds, see Section B Clause, *Changes to Contract Cost and Contract Fee.*

B.6 CHANGES TO CONTRACT COST AND CONTRACT FEE

(a) DOE intends to obligate funding to the Contract in accordance with the following funding profile:

Funding Profile (in $M):

FY11 Transition	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20
8M	71 M	311M	254M	238M	329M	300M	229M	189M	169M	128M

(b) If DOE does not obligate funding within the parameters detailed in paragraph (a) above, the Contracting Officer may initiate a change or consider a request for an equitable adjustment to the *Contract Price*, and/or Schedule in accordance with the Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement*.

B.7 FEE STRUCTURE

The DOE objective under this Contract is to receive a completed cleanup of the ETTP site that meets or exceeds the Contract performance requirements, and does so within the total estimated contract price and schedule completion date. Incentives are structured to ensure a strong financial motivation for the Contractor to achieve the Contract requirements. As outlined below, there is the opportunity for the Contractor to earn fee based on early completion of CLIN and PWS Completion Milestone dates, which is in addition to the amount available based on Table B.4-1.

(a) The Contract has two incentive fee elements: semi-annual award fee and performance based incentives. The total available award fee can be earned through objective and/or subjective fee components consisting of award fee criteria and/or performance based incentives (PBI). These components and available award fee for the Contract term will be provided in the Performance Evaluation Management Plan (PEMP). The PBIs proposed by the Contractor and agreed to by DOE will become a part of the PEMP. The Contractor shall earn fee as detailed below.

(1) <u>A – Semi-annual Award Fee:</u> Upon completion of the transition period, award fee may be earned by achieving performance objectives set forth in the semi-annual Performance Evaluation and Measurement Plan (PEMP) and specific Contract terms below. Semi-annual Award Fee is established for CLINs #2, #4, #5, #7 and #8 as indicated in Table B.4-1 above. See Clause B.10 for award fee administration requirements under the Contract.

(2) <u>B – Performance Based Incentives Fee:</u> Performance Based Incentives (PBI) Fee is established for CLINs #4, #7 and #8 as indicated in Table B.4-1 above. PBIs will be set forth in the PEMP for each PWS work scope in a cleanup CLIN. The completion date for the cleanup CLINs are defined in Section F. PBI fee consists of two elements:

i. Activity Completion Milestones: Incentives are earned and payable upon the Contracting Officer's determination of the Contractor's completion of intermediate milestones for a PWS work scope in a CLIN in accordance with the criteria set forth in the PEMP. The dates are considered as targets.

ii. PWS and CLIN Completion Milestones: Incentives are earned and payable upon the Contracting Officer's determination of the Contractor's completion of a PWS or CLIN in accordance with the criteria set forth in the PEMP. Fee reductions for late delivery are outlined in section B.9, *Performance Based Fee Administration*.

Of the total amount for the Performance Base Incentive Fee, 60% of the amount will be for Activity Completion Milestones and 40% will be for PWS and CLIN Completion Milestones.

(b) The Contracting Officer (CO) will prepare and issue the PEMP prior to the start of the 6 month award period. The CO may solicit input of the requirements to be set forth in the PEMP for the award fee period. Prior to the beginning of each award fee period, DOE and the Contractor shall discuss the requirements to be set forth in the PEMP for the award fee period. In the event the parties fail to agree on the requirements and the evaluation areas, a unilateral determination will be made by the CO prior to the beginning of the evaluation period. The CO may provide draft award fee criteria and PBIs for contractor review and input; however, the CO reserves unilateral discretion to issue and modify the PEMP without contractor review. The PBIs may be a combination of single year and multi-year. The CO will provide 30 days notice of changes to the PEMP after assignment of facilities, services, and/or any other activities assigned by the CO during contract performance.

(c) The amount of earned total Semi-annual Award Fee shall be unilaterally determined by the Fee Determining Official (FDO) semi-annually. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the PEMP. Upon the FDO's final determination of the earned award fee for each evaluation period, the Contractor may request the Semi-annual Award Fee amount.

(d) The FDO may authorize payment of an objective PBI once performance is complete and evaluated.

(e) Any unearned award fee from each Semi-annual Award Fee evaluation period will not be eligible to be earned in any future Semi-annual Award Fee period(s).

B.8 DOE AUTHORIZATION OF WORK

DOE will authorize work as follows:

(a) In accordance with Section F, DOE will issue a Work Authorization for authorized work. The Contractor is authorized to conduct work in accordance with the approved Performance Measurement Baseline, and subject to the limitations of the Section B Clause entitled, *Obligation and Availability of Funds*.

(b) Prior to the completion of the Transition Period, the Contractor will prepare an Interim Performance Measurement Baseline (PMB) for DOE approval that will be in effect from the completion of transition until DOE approval of the Contractor's Performance Measurement Baseline submittal.

(c) The Semi-annual Award Fee plans and the Performance Based Incentives for the work authorized will be prepared jointly by the Contractor and DOE, considering the risk of each work element and the contract completion dates. This will be accomplished in an effort of collaboration between the Contractor and DOE. However, DOE reserves the unilateral discretion to modify the PEMP to allocate fee to the associated work.

(d) If the Contracting Officer does not authorize the Contractor to proceed with a work activity, the Contractor shall not be entitled to allowable costs, opportunity to earn fee, partial termination costs, and any other similar items for that activity, and shall not be entitled to an equitable adjustment to fee for any other Contract requirement.

(e) The Contract Budget Base (CBB) which includes PMB will be limited to the total Contract award amount minus fee. After the PMB has been approved by DOE, the Contractor shall work to the PMB. The Contractor shall develop and maintain the PMB in accordance with Section C, subheading *Project Management*. When required, the CO may make changes within the general scope of the Contract in accordance with the Changes clause. The CO has review and concurrence authority during the Baseline Change Control Process. As additional activities and facilities are deemed available, the Baseline Change Control Process will be utilized for work authorization and Contract modifications to adjust scope and schedule.

B.9 PERFORMANCE BASED INCENTIVE FEE ADMINISTRATION

The Contractor will notify the CO when the Contractor believes a PBI Fee milestone has been completed. The CO will: 1) make a determination whether the requirements of the PEMP have been met, 2) make a determination of whether fee is earned, and 3) notify the Contractor of these determinations within thirty (30) calendar days (or such other time period as mutually agreed to between the CO and the Contractor) after receipt by the CO of the Contractor's notification.

All PBIs are milestones that represent and measure progress toward achieving the completion of the cleanup CLIN as set forth in the PEMP. The fee assigned to the milestone is representative of the importance of the activities leading up to the achievement of that milestone. While the cost of the activities is taken into consideration when determining the fee amount, it is only a part of the consideration. PBI Fee Definitions are set forth in the PEMP.

(a) Milestone Types:

(1) The Activity Completion Milestone Incentive fee will be earned and payable upon successful completion. Schedule Dates are only target dates for each activity. These Milestones are not time-dependent. The fee will be earned and payable when the CO determines the milestone has been completed in accordance with the Activity Milestone Definition Sheets set forth in the PEMP

(2) The Cleanup CLIN and PWS Completion Milestone Incentive fee will be earned and payable when the CO determines the milestones have been completed in accordance with the Milestone Definition Sheets set forth in the PEMP, except for fee associated with early completion. Fee earned based on early completions of CLINs and/or PWSs will be accrued until the end of the Base Period (CLIN #2) of the Contract for Cleanup CLIN #4 and the Option Period (CLIN #5) of the Contract for Cleanup CLINs #7 and #8.

(b) Activity Completion Milestone Incentive Fees are subject to the following condition:

If an Activity Completion Milestone is completed after the associated specific cleanup PWS or CLIN Completion Milestone, the Activity Completion Milestone Incentive Fee will not be earned.

(c) The PWS and CLIN Completion Milestone Incentive Fees are subject to the following conditions:

(1) <u>On-Time Milestone Delivery</u>. If the Contractor completes a PWS or CLIN Completion Milestone on the schedule date in the PEMP, the total fee amount for that incentive is achieved and final.

(2) <u>Late Milestone Delivery</u>. A Late Milestone Delivery date will be established for each Cleanup PWS work scope. The Late Milestone Delivery Date will be a 15% delayed schedule variance based on the total PWS duration established in the PEMP. If the Contractor completes a PWS Completion Milestone after the scheduled Late Milestone Delivery date, the Contractor will earn no PWS Completion Milestone fee for that specific PWS. If the Contractor completes the milestone up to the Late Milestone Delivery date, the amount of fee earned will be decremented based on a linear reduction considering the time between the On-Time Milestone Delivery date and the Late Milestone Delivery date. The same criteria will be used for cleanup CLIN Completion Milestones.

(3) <u>Early Milestone Delivery</u>. An Early Milestone Delivery date will be established for each cleanup PWS work scope. The Early Milestone Delivery Date will be a 15% accelerated schedule variance based on the total PWS duration established in the PEMP. The Contractor can earn an additional amount as defined in the

PEMP, if the Contractor completes a PWS Completion Milestone on or before the scheduled Early Milestone Delivery date. If the Contractor completes the milestone before the On-Time Milestone Delivery date, the amount of fee earned will be linear amount of the additional Completion Milestone Incentive Fee considering the time between the On-Time Milestone Delivery date and the Early Milestone Delivery date. The same criteria will be used for Cleanup CLIN Completion Milestones.

B.10 SEMI-ANNUAL AWARD FEE ADMINISTRATION

(a) Definition:

"Award Fee Evaluation Period" – The six (6)-month evaluation periods upon completion of transition through completion of the contract.

(b) Award Fee: Award fee is available for meeting a combination of objective performance requirements and subjective performance requirements for each award fee component: Project Management Incentive and Cost Incentive. The Award Fee Evaluation Period for the Project Management Incentive and Cost Incentive will be every six (6) months upon completion of transition until the completion of the Contract.

(c) Determination of Available Award Fee Amount Earned:

(1) The Government shall, at the conclusion of each specified evaluation period, evaluate the Contractor's performance of the requirements set forth in the PEMP, including incentives completed during the period, and determine the award fee amount earned for each award fee component: Project Management Incentive and Cost Incentive.

(2) The evaluation of Contractor performance shall be in accordance with the requirements included in this section and set forth in the PEMP.

Mod 032 05/08/2012

(d) Schedule for Award Fee Amount Earned Determinations: The Contracting Officer shall issue the award fee amount earned determination for each award fee incentive (Project Management Incentive and Cost Incentive) in accordance with: the schedule set forth in the PEMP; or as otherwise set forth in this Contract. However, a determination must be made within ninety (90) calendar days after the receipt by the Contracting Officer of the Contractor's self-assessment, if one is provided by the Contractor.

Mod 032 05/08/2012

(e) Contractor Self-assessment: Following each evaluation period, the Contractor may submit a self-assessment, provided such assessment is submitted within ten (10) calendar days after the end of the period. This self-assessment should address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The DOE will review the Contractor's

self-assessment, if submitted, as part of its independent evaluation of the Contractor's management during the period.

(f) Project Management Incentive: The Project Management Incentive is described in the PEMP. It is based on subjective and/or objective evaluation of important project management performance elements to be developed semi-annually and set forth in the PEMP. Important emphasis areas will include a collection of diverse emphasis areas, such as: general project management considerations, labor management, safety, quality management, technical issue resolution, engineering and construction performance, procurements process effectiveness, and environmental performance, etc. Emphasis will also be placed on the performance of the contractor in meeting legal requirements associated with the work being performed, including the requirement to remain within financial controls placed upon the contractor, as referenced in Section B clause entitled, *Obligation and Availability of Funds*, and the associated monthly financial plans.

(g) Cost Incentive: The Cost Incentive is fully described in the PEMP based on subjective and/or objective evaluation of important cost performance elements to be developed semi-annually and set forth in the PEMP. The primary objective of the Cost Incentive is to incentivize the Contractor to achieve a final actual CLIN cost that is equal to or less than the CLIN Estimated Contract Cost. The Cost Incentive will be evaluated based on a combination of subjective and/or objective evaluation of important cost performance elements to include, but not be limited to cost performance indices, schedule performance indices, management reserve utilization, number and value of variances; significance of variances, and Estimate at Completion based on the Monthly Status Report.

B.11 FEE DETERMINATION AND PAYMENT

(a) Fee earned under this Contract will be paid in accordance with the specific criteria defined in the PEMP, the Clauses in Section B and elsewhere in this Contract as applicable.

(b) The Contractor shall request CO acceptance of a specific fee-bearing performance measure event. Following Contracting Officer acceptance of a specific fee-bearing performance measure event, the Contractor may request CO approval for payment, subject to withholding by the Contracting Officer as described in Section B Clause entitled, *Fee Reductions*.

(c) At the end of each evaluation period of Contract performance, the FDO will make a final Fee Determination using the PEMP described in the Section B Clause entitled, *Fee Structure*.

B.12 FEE REDUCTIONS

(a) All semi-annual earned fee in each year of Contract performance is subject to reductions imposed by the terms and conditions of this Contract, including, but not limited to:

(1) Section B Clause entitled, *Fee Determination and Payment*;

(2) Section B Clause entitled, *Small Business Subcontracting Fee Reduction*;

(3) Section B Clause entitled, *DEAR 970.5215-3, Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Alternate II) [DEVIATION]*;

(4) Section E Clause entitled, *FAR 52.246-3, Inspection of Supplies – Cost Reimbursement*;

(5) Section E Clause entitled, *FAR 52.246-5, Inspection of Services – Cost Reimbursement*;

(6) Section H Clause entitled, *Key Personnel*;

(7) Section I Clause entitled, *FAR 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity;*

(8) Section I Clause entitled, *FAR 52.215-11, Price Reduction for Defective Cost or Pricing Data – Modifications;*

(9) Section I Clause entitled, *FAR 52.215-13, Subcontractor Cost or Pricing Data – Modifications;*

(10) Section I Clause entitled, *FAR 52.219-16*, *Liquidated Damages – Subcontracting Plan; and*

(11) Section I *Clause* entitled, *FAR 52.243-2, Changes – Cost Reimbursement.*

(b) The maximum fee reduction in any six-month period of Contract performance is the allocated *Semi-annual Award Fee*, as defined in the PEMP that can be earned in the six-month period the event occurred.

B.13 SMALL BUSINESS SUBCONTRACTING FEE REDUCTION

For the purpose of implementing this Clause, the percentage goals established in the Section J Attachment entitled, *Small Business Subcontracting Plan*, will remain in effect for the duration of the Contract.

(a) The Contractor's performance in meeting small business performance percentage goals in accordance with the Section H Clause entitled*, Self-Performed Work*, providing meaningful involvement for small businesses will be evaluated after the:

(1) Two year period concluding at the end of the 2nd year of the Base Period of Contract performance;

(2) At the end of the Base Period of Contract performance;

(3) Two year period concluding at the end of the 2nd year of the Option Period of Contract performance; and

(4) At the end of the Option Period of Contract performance.

(b) If the Contractor has not met any or all of the subcontracting goals, and/or has failed to provide meaningful involvement for small business, DOE may reduce the Semi-annual award fee earned. The reduction amount may be up to 25% of the Semi-annual award fee earned. The reduction will occur for the current Semi-annual award fee period in which each of the four (4) multi-year periods described above are accomplished.

B.14 ALLOWABILITY OF SUBCONTRACTOR FEE

(a) If the Contractor is part of a teaming arrangement as described in FAR Subpart 9.6, *Contractor Team Arrangements,* the team shall share in the *Total Available Fee* as shown in Table B.4-1. Separate additional subcontractor fee is not an allowable cost under this Contract for individual team members, or for a subcontractor, supplier, or lower-tier subcontractor that is a wholly-owned, majority-owned, or affiliate of any team member.

(b) The subcontractor fee restriction in paragraph (a) does not apply to members of the Contractor's team that are: (1) small business(es); (2) Protégé firms as part of an approved Mentor-Protégé relationship under the Section H Clause entitled, *Mentor-Protégé Program*; (3) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (4) commercial items as defined in FAR Subpart 2.1, *Definitions of Words and Terms*.

B.15 DEAR 970.5215-3, CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES – FACILITY MANAGEMENT CONTRACTS (DEVIATION) (ALTERNATE II) (AUG 2009)

(a) General.

(1) The payment of earned fee, fixed fee, profit, or share of cost savings under this Contract is dependent upon:

(i) The Contractor's or Contractor employees' compliance with the terms and conditions of this Contract relating to environment, safety, health and quality (ESH&Q), which includes worker safety and health, including performance under an approved Integrated Safety Management System (ISMS); and

(ii) The Contractor's or Contractor employees' compliance with the terms and conditions of this Contract relating to the safeguarding of Restricted Data and other classified information.

(2) The ESH&Q performance requirements of this Contract are set forth in its ESH&Q terms and conditions, including the DOE-approved Contractor ISMS or similar document. Financial incentives for timely mission accomplishment or cost effectiveness shall never compromise or impede full and effective implementation of the ISMS and full ESH&Q compliance.

(3) The performance requirements of this Contract relating to the safeguarding of Restricted Data and other classified information are set forth in the Section I Clause entitled, *FAR 52.239-1, Privacy or Security Safeguards (AUG 1996)*, and *DEAR 970.5204-2, Laws, Regulations, and DOE Directives*, as well as in other terms and conditions.

(4) If the Contractor does not meet the performance requirements of this Contract relating to ESH&Q or to the safeguarding of Restricted Data and other classified information during any performance evaluation period established under the Contract, otherwise earned fee, fixed fee, profit or share of cost savings may be unilaterally reduced by DOE.

(b) Reduction Amount.

(1) The amount of earned fee, fixed fee, profit, or share of cost savings that may be unilaterally reduced will be determined by the severity of the performance failure pursuant to the degrees specified in paragraphs (c) and (d) of this Clause.

(2) If a reduction of earned fee, fixed fee, profit, or share of cost savings is warranted, unless mitigating factors apply, such reduction shall not be less than 26% nor greater than 100% of the amount of earned fee, fixed fee, profit, or the Contractor's share of cost savings for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure.

(3) In determining the amount of the reduction and the applicability of mitigating factors, DOE will consider the Contractor's overall performance in meeting the ESH&Q or security requirements of the Contract. Such consideration will include performance against any site specific performance criteria/requirements that provide additional definition, guidance for the amount of reduction, or guidance for the applicability of mitigating factors. In all cases, DOE will consider mitigating factors that may warrant a reduction below the applicable range (see *48 CFR 970.1504-1-2*). The mitigating factors include, but are not limited to, the following ((v), (vi), (vii) and (viii) apply to ESH&Q only).

(i) Degree of control the Contractor had over the event or incident.

(ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.

(iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.

(iv) General status (trend and absolute performance) of: ESH&Q and compliance in related areas; or of safeguarding Restricted Data and other classified information and compliance in related areas.

(v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial ESH&Q standards are routinely practiced (e.g., Voluntary Protection Program, ISO [International Organization for Standardization] 14000, *Environmental Management System Standards*).

(vi) Event caused by "Good Samaritan" act by the Contractor (e.g., off-site emergency response).

(vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain ESH&Q performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, ESH&Q programs).

(viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in ESH&Q by use of lessons-learned and best practices inter- and intra-DOE sites.

(4) (i) The amount of fee, fixed fee, profit, or share of cost savings that is otherwise earned by a Contractor during an evaluation period may be reduced in accordance with this Clause if it is determined that a performance failure warranting a reduction under this Clause occurs within the evaluation period.

(ii) The amount of reduction under this Clause, in combination with any reduction made under any other clause in the Contract, shall not exceed the amount of fee, fixed fee, profit, or the Contractor's share of cost savings that is otherwise earned during the evaluation period.

(iii) For the purposes of this clause, earned fee, fixed fee, profit, or share of cost savings for the evaluation period shall mean the amount determined by DOE or fee determination official as otherwise payable based on the Contractor's performance during the evaluation period. Where the Contract provides for financial incentives that extend beyond a single evaluation period, this amount shall also include: any provisional amounts determined otherwise payable in the evaluation period; and, if provisional payments are not provided for, the allocable amount of any incentive determined otherwise payable at the conclusion of a subsequent evaluation period. The allocable amount shall be the total amount of the earned incentive divided by the number of evaluation periods over which it was earned.

(iv) The Government will effect the reduction as soon as practicable after the end of the evaluation period in which the performance failure occurs. If the Government is not aware of the failure, it will effect the reduction as soon as practical after becoming aware. For any portion of the reduction

requiring an allocation the Government will effect the reduction at the end of the evaluation period in which it determines the total amount earned under the incentive. If at any time a reduction causes the sum of the payments the Contractor has received for fee, fixed fee, profit, or share of cost savings to exceed the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned (provisionally or otherwise), the Contractor shall immediately return the excess to the Government. (What the Contractor "has earned" reflects any reduction made under this or any other Clause of the Contract.)

(v) At the end of the Contract:

(B) The Government will pay the Contractor the amount by which the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned exceeds the sum of the payments the Contractor has received; or

(C) The Contractor shall return to the Government the amount by which the sum of the payments the Contractor has received exceeds the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned. (What the Contractor "has earned" reflects any reduction made under this or any other Clause of the Contract.)

(c) Environment, Safety, Health and Quality (ESH&Q). Performance failures occur if the Contractor does not comply with the Contract ESH&Q terms and conditions, including the DOE-approved Contractor ISMS. The degrees of performance failure under which reductions of earned or fixed fee, profit, or share of cost savings will be determined are:

(1) First Degree: Performance failures that are most adverse to ESH&Q. Failure to develop and obtain required DOE approval of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the Contractor's ISMS. The following performance failures or performance failures of similar import will be considered first degree.

(i) Type A accident (defined in DOE Order 225.1A, *Accident Investigations*); and

(ii) Two (2) Second Degree performance failures during an evaluation period.

(2) Second Degree: Performance failures that are significantly adverse to ESH&Q. They include failures to comply with an approved ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor practical long-term health consequences. They also include breakdowns of the Safety Management System. The following performance failures or performance failures of similar import will be considered second degree:

(i) Type B accident (defined in DOE Order 225.1A).

(ii) Non-compliance with an approved ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.

(iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the Contract.

(3) Third Degree: Performance failures that reflect a lack of focus on improving ESH&Q. They include failures to comply with an approved ISMS that result in potential breakdown of the System. The following performance failures or performance failures of similar import will be considered third degree:

(i) Failure to implement effective corrective actions to address deficiencies/non-compliances documented through: external (e.g., Federal) oversight and/or reported per [DOE Manual 232.1A, *Occurrence Reporting and Processing of Operations Information*] requirements; or internal oversight [10 CFR 830, 10 CFR 835, 10 CFR 850, and 10 CFR 851] requirements.

(ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant programmatic breakdown.

(iii) Non-compliances that either have, or may have, significant negative impacts to the worker, the public, or the environment or that indicate a significant programmatic breakdown.

(iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the Contract.

(d) Safeguarding Restricted Data and Other Classified Information. Performance failures occur if the Contractor does not comply with the terms and conditions of this Contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failure under which reductions of fee, profit, or share of cost savings will be determined are as follows:

(1) First Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, or any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(2) Second Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (d)(1)(iii) of this Clause).

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other classified information classified as Secret.

(3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of Contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent

serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.

(ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.

(iv) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the Contractor's Safeguards and Security Plan or other security plan, as applicable.

(iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the Contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.

(e) Minimum requirements for specified level of performance.

(1) At a minimum the Contractor must perform the following:

(i) The requirements with specific incentives which do not require the achievement of cost efficiencies in order to be performed at the level of performance set forth in Section C, *Performance Work Statement*, work authorization directive(s), or similar document unless an otherwise minimum level of performance has been established in the specific incentive;

(ii) All of the performance requirements directly related to requirements specifically incentivized which do not require the achievement of cost efficiencies in order to be performed at a level of performance such that the overall performance of these related requirements is at an acceptable level; and

(iii) All other requirements at a level of performance such that the total performance of the Contract is not jeopardized.

(2) The evaluation of the Contractor's achievement of the level of performance shall be unilaterally determined by the Government. To the extent that the Contractor fails to achieve the minimum performance levels specified in Section C, *Performance Work Statement*, work authorization directive(s), or similar document, during the performance evaluation period, the DOE Office Manager, or designee, may reduce any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not

result in the total of earned fee, fixed fee, profit, or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.

(f) Minimum requirements for cost performance.

(1) Requirements incentivized by other than cost incentives must be performed within their specified cost constraint and must not adversely impact the costs of performing unrelated activities.

(2) The performance of requirements with a specific cost incentive must not adversely impact the costs of performing unrelated requirements.

(3) The Contractor's performance within the stipulated cost performance levels for the performance evaluation period shall be determined by the Government. To the extent the Contractor fails to achieve the stipulated cost performance levels, the DOE Office Manager, or designee, may reduce in whole or in part any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.

B.16 COST CONTAINMENT AND SUBCONTRACTING STRATEGY

One of the key elements of this contract is to achieve continued improvement in overall costs for CLINs. This includes continuous optimization of costs for Operations CLINs as well as Cleanup CLINs. The subcontracting approach is to drive for development of discrete scopes of work which can be competed after award of the Contract. The emphasis for subcontracts will be on lump sum fixed priced contracts, with appropriate options as necessary. The use of fixed unit rate and cost-type subcontracts will be minimized.

Part I - THE SCHEDULE

SECTION C – PERFORMANCE WORK STATEMENT

TABLE OF CONTENTS

C.1 ETTP CONTRACT OVERVIEW AND OBJECTIVES 3
C.1.1 BACKGROUND 3
C.1.2 CONTRACT PURPOSE AND OBJECTIVES 3
C.2 DESCRIPTION OF PERFORMANCE REQUIREMENTS 4
C.2.1 TRANSITION 5
C.2.2. TRU WASTE RETRIEVALS, TRANSFERS AND STORAGE (ORNL) 7
C.2.3 K-1065 OPERATIONS AND "NO PATH TO DISPOSITION" WASTE (ETTP) 12
C.2.4 ENVIRONMENTAL MANAGEMENT WASTE MANAGEMENT FACILITY (EMWMF) AND ORR LANDFILLS MANAGEMENT AND OPERATIONS (Y-12) 12
C.2.5 SURVEILLANCE AND MAINTENANCE OF FACILITIES AND ENVIRONMENTAL MONITORING (Y-12) 13
C.2.6 LIQUID/GASEOUS WASTE (LGW) AND PROCESS WASTE OPERATIONS (ORNL) 15
C.2.7 SURVEILLANCE AND MAINTENANCE OF FACILITIES AND ENVIRONMENTAL MONITORING (ORNL) 15
C.2.8 SURVEILLANCE AND MAINTENANCE OF FACILITIES AND ENVIRONMENTAL MONITORING (ETTP) 17
C.2.9 INFRASTRUCTURE AND GENERAL PROGRAM ACTIVITIES 19
C.2.10 POST RETIREMENT MEDICAL BENEFITS AND LONG-TERM DISABILITY 33
C.2.11 SAFEGUARDS AND SECURITY 34
C.2.12 K-25 FACILITY D&D (ETTP) 35
C.2.13 POPLAR CREEK FACILITIES D&D (ETTP) 36
C.2.14 ZONE 1 INTERIM ROD REMEDIATION (ETTP) 38
C.2.15 K-27 FACILITY D&D (ETTP) 38
C.2.16 K-31 FACILITY D&D (ETTP) 39
C.2.17 K-1037 FACILITY D&D (ETTP) 40
C.2.18 CENTRAL NEUTRALIZATION FACILITY CLOSURE AND D&D (ETTP) Portion Moved by Mod 013 11-07-11 to C.2.26 40
C.2.19 TOXIC SUBSTANCE CONTROL ACT (TSCA) INCINERATOR D&D (ETTP) 41
C.2.20 CENTRIFUGE FACILITIES D&D (ETTP) 42
C.2.21 BALANCE OF FACILITIES D&D (ETTP) 44
C.2.22 ZONE 2 ROD REMEDIATION (ETTP) 45
C.2.23 SITEWIDE FINAL ROD REMEDIATION (ETTP) 46
C.2.24 LANDFILL DESIGN AND CONSTRUCTION (Y-12) 46

C.2.25 Tank W1A Removal Action……Mod 013……47
C.2.26 CENTRAL NEUTRALIZATION FACILITY CLOSURE …Mod 013……47
C.2.27 Zone 2 ROD Remediation for K-1070-B……..…..Mod 047……48
C.2.28 Disposition of Waste Streams Previously Considered to Have No Path to Disposal Mod 064……. 48
C.2.29 Fire Water Tower Removal Mod 070 48

C.3 ABBREVIATIONS AND ACRONYMS.....48

ATTACHMENT A – ETTP FACILITIES
ATTACHMENT B – ORNL & Y-12 FACILITY LIST
ATTACHMENT C – "NO PATH" WASTE

C.1 ETTP CONTRACT OVERVIEW AND OBJECTIVES

C.1.1 BACKGROUND

The Department of Energy (DOE) Oak Ridge Reservation (ORR) was created in 1943 as part of the World War II Manhattan Project to support the development of the world's first atomic weapon. The ORR is comprised of three sites: (1) the Oak Ridge National Laboratory (ORNL); (2) Y-12 National Security Complex (Y-12); and (3) East Tennessee Technology Park (ETTP). Y-12 was originally created to enrich uranium; ORNL produced and separated plutonium; and ETTP produced highly enriched uranium. Since that time, the missions of these sites have changed, with each site having a different purpose: ORNL is DOE's largest science, technology and energy national laboratory; Y-12 manufactures, stores, and disassembles nuclear weapon components; and ETTP is being environmentally restored for conversion into a private sector industrial park.

Environmental Management (EM) is a multi-million dollar DOE program in Oak Ridge, with cleanup programs under way to correct the legacies remaining from several years of energy research and weapons production. Because of past practices, portions of land and facilities on the 33,750-acre ORR are contaminated with radioactive elements, mercury, asbestos, polychlorinated biphenyls, and industrial wastes. The ORR is on the U.S. Environmental Protection Agency's National Priorities List and is being cleaned up under a Federal Facility Agreement with the Environmental Protection Agency and the State of Tennessee. In 2009, the program focused on cleanup efforts at ETTP. The most visible project was the ongoing demolition of the massive K-25 Building.

Significant progress has been made in cleaning up large gaseous diffusion buildings, various facilities, and contaminated ponds and soils at this site. Cleanup efforts also continued at the other sites on the ORR. The current focus of the EM Program is completing the high-priority projects of demolishing the K-25 Building, decontamination and demolition (D&D) of ETTP facilities and preparing for cleanup activities at ORNL and Y-12.

C.1.2 CONTRACT PURPOSE AND OBJECTIVES

The purpose of this Contract is to D&D the major facilities at ETTP including K-25, K-27, K-1037, D&D other facilities; remediate associated media; and continue EM activities currently ongoing at ORNL and Y-12. The objectives of this Contract include the following:

- Safely and cost effectively D&D and remediate the ETTP site under the DOE safety bases while maintaining continuity of on-going cleanup operations; and minimizing negative impacts to the existing private sector users of the site.

- Work jointly with the Site Specific Advisory Board (SSAB), regulators, and any other stakeholders to define an end state including waste disposal on and/or off site that ensures sustainable economic use of the site and includes consideration of reindustrialization initiatives;

- Maintaining public and worker safety and health, environmental protection, and reducing risk while performing cleanup;

- Reduce the overall DOE ETTP footprint and landlord costs.

C.2 DESCRIPTION OF PERFORMANCE REQUIREMENTS

The Contractor has the responsibility for managing, integrating, and executing the work described in this Performance Work Statement (PWS). The Contractor shall provide all personnel, facilities, equipment, materials, services, and supplies to complete the Contract work scope, except for the services and information identified as Government-Furnished Services and Information (GFS&I).

The ETTP Contract scope contains both capital and non-capital asset acquisition activities which will be identified as subprojects. Projects/subprojects are to be managed with all applicable requirements of DOE Order 413.3B. The Contractor shall be responsible for the integration and management of all projects/subprojects. The Contractor shall maximize efficient and cost effective methods for completing the work scope using the skill sets of the prime Contractor as well as subcontractors. The Contractor will be the single point of accountability for the ETTP Contract activities, safety and quality assurance programs, regulatory and DOE-EM interface, and project management in performance of this Contract including any subcontracts assigned in accordance with the Section H clause, *Assignment and Administration of Subcontracts*.

The Contractor will support obtaining Critical Decision (CD) approval for work to be accomplished during the term of the contract for all capital and operating work.

The Contractor shall assure that all activities are conducted in compliance with applicable environmental laws. The Contractor shall implement any remaining remedies required by the Zone 1 Record of Decision (ROD). During the conduct of authorized work scope, the Contractor shall also comply with applicable provisions of all other Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) decision documents in effect for the ETTP.

In performance of this Contract, the Contractor shall comply with all applicable laws and regulations, DOE directives as identified in the Section J Attachment A entitled, *List of Required Compliance Documents*.

For facility D&D activities, the target end state is: the building is demolished down to slab, 95% of the slab is assumed to remain as uncontaminated, D&D debris is removed and disposed, subterranean utilities are terminated and remain in place, ancillary support items and/or facilities are removed from the site, and the site is stable.

As noted in Section C.2.8, SURVEILLANCE AND MAINTENANCE OF FACILITIES AND ENVIRONMENTAL MONITORING (ETTP), facilities currently leased at ETTP may be returned and would be considered to be within the scope of this Contract for D&D.

C.2.1 TRANSITION

C.2.1.1 General Scope

The Contractor shall transition all on-going work scope from the incumbent; transition any subcontract work from the Incumbent to continue under an existing subcontract and complete workforce transition in accordance with the requirements of Section H of this Contract.

C.2.1.2 Key Scope and Requirements

The elements listed below are major elements necessary for transition of the Contract but is not a comprehensive list of all transition requirements.

C.2.1.2.1 Transition Plan

The Contractor shall submit a Transition Plan for DOE approval that provides a description of all necessary transition activities, involved organizations, and transition schedule. The objectives of the Transition Plan are to prepare for implementation of the Contract and minimize the impacts on continuity of operations. The Contractor is responsible for performing due diligence to ensure that all transition activities are identified and completed during the Transition Period. (See Section J, Attachment B)

C.2.1.2.2 Inter-Contractor Ordering and Financial Agreements

The Contractor shall develop the inter-contractor ordering and financial agreements that are necessary to support transition and Contract performance, and be responsible for the costs incurred under these agreements.

C.2.1.2.3 Interim Performance Measurement Baseline

The Contractor shall submit an Interim Performance Measurement Baseline covering work to be performed for the first year of execution that details the work activities to be performed while the Contract term Performance Measurement Baseline is being evaluated and approved by DOE. The Contractor will include any proposed Work Breakdown Structure (WBS) in the Interim Performance Measurement Baseline. (See Section C, *Project Management*). (See Section J, Attachment B)

C.2.1.2.4 Status Reports – Transition Activities

The Contractor shall provide weekly status report of transition activities to DOE. The Contractor shall establish routine status meetings with DOE and affected contractors to review transition activities and issues. (See Section J, Attachment B)

C.2.1.2.5 Government-Owned Property

In accordance with the Section H clause, *Government-Owned Property and Equipment Responsibilities for Contract Transition Period*, the Contractor shall conduct a joint reconciliation of the Government property inventory with the predecessor contractor. This information shall be used to provide a baseline for this Contract as well as information to closeout predecessor contract.

C.2.1.2 6 DOE Safeguards and Security (SAS) Survey

During the Contract transition period and prior to assuming control and responsibility for SAS responsibilities, the Contractor shall be subject to a DOE SAS initial survey conducted in accordance with U.S. DOE Manual (M) 470.4-1, Safeguards and Security Program Planning and Management. The results of the survey shall be documented and form the basis for DOE authorization to assume SAS responsibilities, in particular, responsibility for Special Nuclear Material (SNM). Following the survey, the Contractor shall assume responsibility for all applicable SAS resources, materials, facilities, documents, and equipment.

C.2.1.2.7 Identification of Material Differences

During the Transition Period, the Contractor shall identify any material differences in the systems, facilities, waste sites, property and services described in this PWS and actual conditions at the end of the transition period. The Contractor shall prepare and submit a Statement of Material Differences (See Section J, Attachment B). If the Material Differences require revisions to the contract, the Contractor will submit a change proposal in accordance with Section I, *Changes-Cost Reimbursement*, to reconcile the material differences with the Contract.

C.2.1.2.8 Performance Evaluation Management Plan (PEMP)

During the Transition Period, the CO will prepare and issue the PEMP for the first award fee period. (See Section B, *Fee Structure*).

C.2.1.2.19 Contractor's Approach

During the Transition Period, the Contractor shall brief workers, Federal staff and stakeholders on the Contractor's approach and commitments for accomplishing the PWS.

C.2.2. TRU WASTE RETRIEVALS, TRANSFERS AND STORAGE (ORNL)

C.2.2.1. Sludge Retrievals and Transfers

The objectives of the transuranic (TRU) Sludge Transfer activities are to provide collection and transfer operations for TRU waste sludge from collection tanks in Bethel Valley and Melton Valley to the Melton Valley Storage Tanks (MVST) for processing at the Transuranic Waste Processing Center (TWPC). In addition, support to TWPC will be required to assist in the characterization and preparation activities for sludge processing.

The MVST facility (Building 7830) is planned to be used as a consolidation facility by the TWPC for collection of sludge transferred from satellite tanks at ORNL (Tanks W-21, W-22, W-23, W-35, W-37, C-1, and C-2). Tank W-35 of the Capacity Increase Project is planned to be used to serve as a batch mixing tank for feed to the TWPC for processing, and will be operated by the Contractor in cooperation with TWPC. All of these tanks are currently managed by the incumbent contractor, however, it is expected that the Building 7830 tanks will be transferred to the TWPC for use in sludge operations in FY 11 or 12. The satellite tanks have been in stand-by mode for several years and will likely require repairs and refurbishment of the sludge mixing and transfer equipment prior to operation. Support to DOE and the TWPC will be required to collect sludge depth measurements and sludge samples from within these tanks as required to support project planning and characterization.

Specific activities required include the following:

C.2.2.1.1. Tank Maintenance and Repair

Assess and provide repairs to the existing sludge transfer system to recover the system from several years in stand-by mode. This activity may include:

- Assess the condition and provide repairs and recertification for equipment required to mix and transfer sludge from tanks W-21, W-22, W-23, W-35, W-37, C-1, and C-2. Major equipment and repairs may be required for new software for pumping control systems, replacement of valve skids, replacement of heat tracing on pipes and replacement of hoses connected to charge vessels, refurbishment of off-gas system and replacement of Moyno pumps. Tanks C-1 and C-2 will require procurement and installation of new valve, jet pump and off-gas skids and a new control system. Procurement and installation of two new charge vessels will be required for Tank W-37 and these charge vessels will require new hoses to connect to the existing pipe bridge.

- Provide modifications to the Liquid Gaseous Waste Operations Documented Safety Analysis as required. Conduct appropriate level of readiness assessment as required to initiate operations.

C.2.2.1.2 Support for TRU Sludge Characterization

- Obtain sludge samples and depth information from various tanks to support characterization and analysis by TWPC.
- Prepare work packages required to collect sludge.

C.2.2.1.3 Support for TRU Sludge Consolidation

- Prepare plans, procedures, interface agreements, and safety documentation required for tank mixing and transfer operations.
- Assess and re-commission sludge mixing and transfer systems in each tank as required.
- Operate the MVST-Capacity Increase Facility and Tank W-35 mixing equipment for the consolidation of large sludge batches to be transferred to the TWPC.
- Support sludge characterization activities e.g., sampling sludge batches in Tank W-35 and transferring samples to the TWPC for analysis.
- Mix and transfer sludge from W-21, W-22, W-23, C-1, C-2 and W-37 to either Bldg 783 0 or tank W-35.

C.2.2.2 TRU Debris and Soils Waste Transfers

TRU Waste Container Transfer Operations - The scope of this activity includes the retrieval of drums, casks, boxes or other containers of solid transuranic waste in inventory from waste storage facilities and the transfer of them to TWPC as requested for processing**. Mod 064 03-26-13** Containers of processed waste may also be received from TWPC for interim storage and later returned to TWPC for disposition. **Mod 064 03-26-13.**Specific containers may be either remote-handled waste or contact- handled waste. Transfer activities will be made as requested by the TWPC, and may require selection of specific containers that will require retrieval from within a larger population of waste in a storage facility. Transfer will require compliance with transportation requirements in the Transportation Documented Safety Analysis. Specific activities may include but not be limited to:

C.2.2.2.1 Contact Handled (CH)-TRU activities may include:

- Retrieve and transfer legacy CH-TRU waste from storage as requested by the TWPC and transfer to the TWPC includes preparation and review of waste transfer records and documentation.

- Transport the CH-TRU waste containers from TRU storage facilities to the TWPC, where the waste containers will be offloaded by TWPC.

- Accept non-compliant waste from the TWPC and transport to appropriate waste storage facility.

- Provide radiological support/monitoring for CH-TRU waste retrieval and transfer operations.

- Solid Waste Storage Area (SWSA) 5 Material Retrieval and Processing Activities including:

  - Document preparation to support retrieval, interim storage, transfer for processing, packaging into approved Department of Transportation (DOT) container, sampling and analysis, transportation to a designated DOE facility.

  - Prepare for and conduct readiness review including operational demonstrations.

  - Accept material for interim storage at the designated facility. (The cost of the approved DOT containers and final disposition at the designated DOE site will be provided by the DOE site.)

  - Retrieve containers of SWSA5 material; place into interim storage; transfer containers to appropriate facility for opening, processing, analyses, packaging and loading into DOT package.

  - Receive containers in compliant DOT package from processing facility for interim storage pending receipt of analytical results.

C.2.2.2.2 Remote Handled (RH)-TRU activities may include:

- Maintain documentation, including waste handling and shipping procedures and safety basis documentation required for the onsite transfer of RH-TRU waste to the TWPC.

- Retrieve <u>containers</u> of Waste Isolation Pilot Plant (WIPP) approved RH TRU waste streams from storage bunkers and transfer as requested by TWPC.

- Load RH-TRU waste casks from storage bunkers into liners and over-packs to be provided by TWPC.
- Retrieve and load over-packed SWSA 5N RH-TRU waste casks from staging areas onto transport vehicle.
- Transport over-packed RH-TRU waste casks to the TWPC loading dock, where the waste containers will be offloaded by TWPC.
- Provide radiological support/monitoring for RH-TRU waste retrieval and transfer operations.

Mod 011 10-11-11

C.2.2.3 TRU Storage

This PWS element is to provide safe, compliant, and cost-effective storage of solid TRU waste in storage facilities located at the ORNL and to facilitate mortgage reduction by closing storage facilities after the inventory has been removed.

The waste inventory at ORNL is stored primarily in the following facilities:

- 7572 and 7574 CH-TRU Waste Storage Facilities
- 7826 and 7834 Below Grade TRU Waste Storage Cells
- 7855 RH-TRU Cask Bunker
- 7879 CH-TRU/LLW Staging Storage Facility
- 7883 RH-TRU Cask Bunker
- 7823, 7823B, 7823C, 7823D, 7823E Waste Storage Facilities
- 7802ND and 7802NS
- 7824, 7826 Waste Storage Facilities
- Portable Unit
- CT8-7800 Waste Storage Pad
- 7827 and 7829 RH LLW Storage Wells
- 7822K Radioactive Waste Storage Pad

C.2.2.3.1 Newly Generated TRU Waste Pickup

The Contractor shall operate and maintain systems to retrieve newly generated TRU waste from ORNL waste generators and deliver waste to storage facilities or the TWPC as required for processing. All transportation activities shall be in compliance with transportation requirements in the Transportation Documented Safety Analysis.

C.2.2.3.2 TRU Treatment Contract Support

During waste processing operations for TRU waste, provide support to DOE and the TWPC to properly integrate activities for accomplishment of the TRU waste program. Activities may include but not be limited to:

- Providing routine interface with DOE-ORO and TWPC on regular basis to support waste processing activities, including assistance in providing overall integration between TWPC and the Contractor.
- Providing detailed knowledge of waste in waste storage facilities to support development of waste characterization information by TWPC and Central Characterization Project (CCP).
- Providing waste tracking information as required by DOE.
- Providing status updates and status reports to support baseline monitoring.
- Attend meetings as required to support integration and informational needs for DOE, such as daily planning meetings, weekly integration meetings, Project Status Review meetings, and other meetings as required to properly integrate activities between all parties involved in the processing of TRU waste.
- Provide day-to-day observance and evaluation of TWPC activities.
- Assess and report to DOE waste treatment progress against schedule.
- Provide day-to-day engineering analysis and planning for integration of waste processing objectives for the TRU project.
- Provide other support to DOE as required for proper integration of TRU waste activities between the contractor and TWPC.

C.2.3 K-1065 OPERATIONS AND "NO PATH TO DISPOSITION" WASTE (ETTP)

This primary scope of work includes but is not limited to:

- Waste storage and transfer operations at K-1065 and Site Treatment Plan compliance.
- Storage of approximately 220 containers of waste identified in Section C, Attachment C which currently have no identified path to disposal, and develop alternatives for disposal.
- Storage and surveillance and maintenance (S&M) of nickel material in K-1065. (Note this may include assisting the DOE Reindustrialization Program with the final disposition of nickel material.)

Facilities included in this scope include, but may not be limited to those listed in Attachment A of this Section.

C.2.4 ENVIRONMENTAL MANAGEMENT WASTE MANAGEMENT FACILITY (EMWMF) AND ORR LANDFILLS MANAGEMENT AND OPERATIONS (Y-12)

C.2.4.1 EMWMF Management, WAC Attainment and Operations

The Contractor shall operate and maintain the EMWMF for disposal of waste from all ORR CERCLA projects/activities. Responsibilities include but are not necessarily limited to:

- Placement of received waste materials in compliance with all approved operating requirements and the Record of Decision.
- Operation and maintenance of the facility, including closure of existing cells, in compliance with all applicable environmental regulations and the Record of Decision.
- Management of the EMWMF waste acceptance criteria (WAC) process in accordance with approved plans and procedures to maintain compliance with stakeholder agreements while maximizing the cost-effective use of the EMWMF capacity.
- Waste lot profile preparation assistance, and review and approval of WAC compliance for all waste generating projects.

- Integration of waste generation forecast information from all generating projects into Waste Generation Forecasting and Waste Shipment Forecasting systems.

- Preparation of the annual Capacity Assurance Remedial Action Report (CARAR) summarizing EMWMF utilization during the previous year and forecasting remaining capacity and utilization rates.

C.2.4.2 ORR SANITARY/INDUSTRIAL AND CONSTRUCTION/DEMOLITION LANDFILLS LOCATED AT THE Y-12 SITE

The Contractor shall operate and maintain the following sanitary industrial landfills and Spoil Area:

- Landfill IV, which accepts classified industrial and institutional solid waste.

- Landfill V, which accepts sanitary/industrial solid waste.

- Landfill VII, which accepts construction/demolition solid waste.

- Spoil Area which accepts clean, suitable sanitary/industrial earthen fill material that would otherwise consume valuable landfill volume.

- Excess Soils Areas (Landfills V and VII).

The landfills shall be operated in accordance with permits, regulations, and orders. The Contractor shall accept and disposition waste meeting the WAC from all three sites and approved generators. The Contractor shall also be responsible for waste operations in a manner that cost effectively maximizes use of sanitary/construction landfills over other disposal sites.

C.2.5 SURVEILLANCE AND MAINTENANCE OF FACILITIES AND ENVIRONMENTAL MONITORING (Y-12)

The Contractor shall perform S&M using a graded approach of EM-owned Y-12 sites and facilities to ensure they continue in a safe and stable condition pending site remediation and/or facility demolition, in accordance with applicable regulatory, (including site studies and/or characterization) safety and security requirements through the Contract period, or until they are dispositioned or transferred. The Contractor shall provide all necessary S&M activities which include, but are not limited to scheduled site inspections for status of equipment, structures, and safety parameters, radiological surveys, facility access and security control, vegetation control, landfill cap repairs, fence and gate repairs, subsidence repair, erosion control and repair, trash and debris pickup and disposal, snow removal, sample collection for waste characterization, waste packaging and transfer, roof repair and maintenance, filter testing and replacement,

HVAC maintenance, elevator maintenance, and instrumentation calibration. Removal actions shall be considered as a viable alternative to continued S&M where appropriate. The Contractor shall also conduct environmental monitoring and reporting in support of emergency response activities.

The Contractor shall conduct required surveillance and maintenance, environmental monitoring, and reporting for remediated sites in compliance with laws, regulations, permits, agreements, DOE orders, and decision documents. These activities shall ensure that each post-remediation site/facility remains in a safe and stable condition, monitoring and safety-related systems and equipment remain operable, site security and access controls are continuously provided, structural integrity is maintained, and the requirements of applicable CERCLA decisions are followed. The Contractor shall perform all required sediment, surface water, and ground water monitoring for contaminant transport modeling and determination, remedial effectiveness determination, and exit pathway evaluation and determination. The Contractor shall also provide the necessary S&M to maintain protectiveness following remedial action, monitor to assess the effectiveness of remedial action, and coordinate EM Program environmental monitoring throughout the ORR. The Contractor shall evaluate monitoring data, provide statements and certifications as to the effectiveness of remedial actions and implementation of land use controls and provide necessary reports on such findings.

The Contractor shall perform environmental monitoring to verify the effectiveness of remedial actions and the protection of ecological receptors, and to support future decision-making. Surface water and groundwater monitoring shall be employed as appropriate to verify compliance with ARARs and to verify reduction of off-site contaminant releases to acceptable levels. Post-remediation radiation surveys and sampling (including sampling for radionuclides and non-radionuclides, such as metals, organics, and PCBs) will be performed to ensure that remedial actions are protective of human health.

The Contractor shall provide updates to required environmental monitoring reports including, but not limited to, the Remediation Effectiveness Report, the Annual Site Environmental Report, CERCLA 5-year reviews. The Contractor will provide database and record management support to the FFA Website, controlled copy distribution, Federal Facilities Agreement (FFA) Appendices, Administrative Record (AR), and the Hazardous Solid Waste Amendment (HSWA) permit appendices for the entire ORR. The Administrative Record support will include maintaining all DOE contractor produced AR record copies, distribution of AR copies (those releasable to the public) to the DOE Information Center.

The Contractor will support FFA administration activities including but not limited to: budget prioritization information; annual clean-up progress report, tri-annual public involvement plans; technical support to the SSAB; public fact sheet preparation; press releases, and Explanation of Significant Differences (ESD) information sheets.

Manage and update the Oak Ridge Environmental Information System (OREIS) database. Operate an electronic sample tracking system to support sampling and analysis plans through submission of samples to laboratory, sample analysis, receipt of electronic and hardcopy results, verification of analyses, invoicing and submission of results into the OREIS database.

See Attachment B of this section for sites and facilities.

C.2.6 LIQUID/GASEOUS WASTE (LGW) AND PROCESS WASTE OPERATIONS (ORNL)

The scope of this element includes operations, maintenance and management of the ORNL Liquid Low Level Waste (LLLW) System, Gaseous Waste System and Process Waste System generated from the respective operations.
The purpose of this activity is to support routine operation and maintenance of the LGW Systems at ORNL to ensure that the systems are available to accept, treat, store and/or dispose of liquid and gaseous waste produced by ongoing research and development, environmental restoration, and other programs at ORNL. The basic approach is to collect this waste, achieve volume reduction by processing it through an evaporator whenever possible, and either storing or providing further treatment of the secondary waste streams resulting from the evaporation process.

The major facilities requiring operation and maintenance include the following:

- LLLW Evaporator Facility
- Melton Valley Storage Tank Facility
- Melton Valley Storage Tank Annex Facility
- Bethel Valley and Melton Valley Monitoring and Control Stations
- LLLW tanker operations
- LLLW collection and transfer system (tanks and pipelines)
- Waste Operations Control Center (3130)
- LGWOS Change house (2101)
- LGWOS Spare Parts Facility (7582)

C.2.7 SURVEILLANCE AND MAINTENANCE OF FACILITIES AND ENVIRONMENTAL MONITORING (ORNL)

The Contractor shall perform S&M using a graded approach of EM-owned ORNL sites and facilities to ensure they continue in a safe and stable condition pending site remediation and/or facility demolition, in accordance with applicable regulatory, (including site studies and/or characterization) safety and security requirements through the contract period, or until they are dispositioned or transferred. The Contractor shall provide all necessary S&M activities which include, but are not limited to scheduled site inspections for status of equipment, structures, and safety parameters, radiological surveys, facility access and security control, vegetation control,

landfill cap repairs, fence and gate repairs, subsidence repair, erosion control and repair, trash and debris pickup and disposal, snow removal, sample collection for waste characterization, waste packaging and transfer, roof repair and maintenance, filter testing and replacement, HVAC maintenance, elevator maintenance, and instrumentation calibration. Removal actions shall be considered as a viable alternative to continued S&M where appropriate. The Contractor shall also conduct environmental monitoring and reporting in support of emergency response activities.

The Contractor shall conduct required surveillance and maintenance, environmental monitoring, and reporting for remediated sites in compliance with laws, regulations, permits, agreements, DOE orders, and decision documents. These activities shall ensure that each post-remediation site/facility remains in a safe and stable condition, monitoring and safety-related systems and equipment remain operable, site security and access controls are continuously provided, structural integrity is maintained, and the requirements of applicable CERCLA decisions are followed. The Contractor shall perform all required sediment, surface water, and ground water monitoring for contaminant transport modeling and determination, remedial effectiveness determination, and exit pathway evaluation and determination. The Contractor shall evaluate monitoring data, provide statements and certifications as to the effectiveness of remedial actions and implementation of land use controls and provide necessary reports on such findings.

The Contractor shall perform environmental monitoring to verify the effectiveness of remedial actions and the protection of ecological receptors, and to support future decision-making. Surface water and groundwater monitoring shall be employed as appropriate to verify compliance with ARARs and to verify reduction of off-site contaminant releases to acceptable levels. Post-remediation radiation surveys and sampling (including sampling for radionuclides and non-radionuclides, such as metals, organics, and PCBs) will be performed to ensure that remedial actions are protective of human health.

The Contractor shall provide updates to required environmental monitoring reports including, but not limited to, the Remediation Effectiveness Report, the Annual Site Environmental Report, and CERCLA 5-year reviews. The Contractor will provide database and record management support to the FFA Website, controlled copy distribution, FFA Appendices, Administrative Record, and the HSWA permit appendices for the entire ORR. The AR support will include maintaining all DOE contractor produced AR record copies, distribution of AR copies (those releasable to the public) to the DOE Information Center.

The Contractor will support FFA administration activities including but not limited to: budget prioritization information; annual clean-up progress report, tri-annual public involvement plans; technical support to the SSAB; public fact sheet preparation; press releases, and ESD information sheets.

Manage and update the OREIS database. Operate an electronic sample tracking system to support sampling and analysis plans through submission of samples to laboratory, sample analysis, receipt of electronic and hardcopy results, verification of analyses, invoicing and submission of results into the OREIS database.

The Contractor shall maintain sodium and lithium materials in safe storage configuration at ORNL (Melton Valley) and continue all required S&M activities for the Contract period. The Contractor shall disposition materials in accordance with D&D schedules for the storage facilities.

Shielded Transfer Tanks (STTs): The Contractor shall perform surveillance and maintenance of the STTs (contents and tanks) RD-C-48, 47, -43, 7L42-208 and RD-C-44 (TRU). The Contractor may vent and conduct analyses as necessary to ensure container integrity.

Trench 13: The Contractor shall comply with all deliverable requirements contained in the Site Treatment Plan for Trench 13 waste located in Melton Valley. This includes the completion of an engineering study to assess the costs and implementation risks associated with removal and disposition of the waste, and long and short term in place management of the trench 13 materials. After preparation of the study, and subsequent consultation with DOE, the Contractor shall prepare a detailed plan for disposition of the Trench 13 material. Plan execution is contingent upon DOE authorization.

Molten Salt Reactor Experiment (MSRE): The Contractor shall perform surveillance and maintenance through the period of the Contract. Removal of fuel salts is contingent upon DOE authorization.

Tank W1A Removal Action moved to C.2.25 by Mod 013 11-07-11

See Attachment B of this section for sites and facilities.

C.2.8 SURVEILLANCE AND MAINTENANCE OF FACILITIES AND ENVIRONMENTAL MONITORING (ETTP)

The Contractor shall perform S&M using a graded approach of all EM-owned ETTP areas and facilities (ex., K-25, K-27, etc.) to ensure they continue in a safe and stable condition pending site remediation and/or facility demolition, in accordance with applicable regulatory, safety and security requirements through the contract period, or until they are dispositioned or transferred. The Contractor shall provide all necessary S&M activities which include, but are not limited to scheduled site inspections for status of equipment, structures, and safety parameters, radiological surveys, facility access and security control, vegetation control, landfill cap repairs, fence and gate repairs, subsidence repair, erosion control and repair, trash and debris pickup and disposal, snow removal, sample collection for waste characterization, waste packaging and transfer, roof repair and maintenance, filter testing and replacement, HVAC maintenance, elevator maintenance, and instrumentation calibration. The Contractor shall also conduct environmental monitoring and reporting in support of emergency response activities.

The Contractor shall be responsible for all landlord activities for the ETTP not otherwise provided under DOE lease or contract. Landlord activities that are otherwise provided under DOE lease or contract at the beginning of the contract are subject to change during the contract. Facilities may transfer in or out of DOE control as lease actions transpire. The Contractor shall be responsible for adding/deleting these activities to/from its responsibility. Activities could

include utility verification, reconfiguration and/or deactivation both from a D&D perspective or S&M perspective.

Community Reuse Organization of East Tennessee (CROET)-furnished services are required in the performance of S&M activities. The Contractor shall provide electrical power to the ETTP site including secondary power system management, operations, maintenance, deactivation and demolition. The Contractor shall coordinate with operating contractor at Y-12, the current manager and operator of the primary power system. Power is purchased via DOE contract with the Tennessee Valley Authority.

The Contractor shall be responsible for supporting ongoing DOE responsibilities associated with the transfer of utility and roadway infrastructure at ETTP to the City of Oak Ridge and with the provision of Fire Protection and Emergency Response Services by the City of Oak Ridge. This support shall include, but is not limited to, meeting DOE obligations under existing agreements with the City of Oak Ridge and providing support for the negotiation of new agreements or the renegotiation of existing agreements, as necessary. The Contractor shall support the City of Oak Ridge bio-solids land application.

The Contractor shall conduct required surveillance and maintenance, environmental monitoring, and reporting for remediated sites in compliance with laws, regulations, permits, agreements, DOE orders, and decision documents. These activities shall ensure that each post-remediation site/facility remains in a safe and stable condition, monitoring and safety-related systems and equipment remain operable, site security and access controls are continuously provided, structural integrity is maintained, and the requirements of applicable CERCLA decisions are followed. The Contractor shall perform all required sediment, surface water, and ground water monitoring for contaminant transport modeling and determination, remedial effectiveness determination, and exit pathway evaluation and determination. The Contractor shall evaluate monitoring data, provide statements and certifications as to the effectiveness of remedial actions and implementation of land use controls and provide necessary reports on such findings.

The Contractor shall perform environmental monitoring to verify the effectiveness of remedial actions and the protection of ecological receptors, and to support future decision-making. Surface water and groundwater monitoring shall be employed as appropriate to verify compliance with ARARs and to verify reduction of off-site contaminant releases to acceptable levels. Post-remediation radiation surveys and sampling (including sampling for radionuclides and non-radionuclides, such as metals, organics, and PCBs) will be performed to ensure that remedial actions are protective of human health.

The Contractor shall provide updates to required environmental monitoring reports including, but not limited to, the Remediation Effectiveness Report, the Annual Site Environmental Report, CERCLA 5-year reviews. The Contractor will provide database and record management support to the FFA Website, controlled copy distribution, FFA Appendices, Administrative Record, and SWMU and AOC records for the entire ORR. The Administrative Record support will include maintaining all DOE contractor produced AR record copies, distribution of AR copies (those releasable to the public) to the DOE Information Center.

The Contractor will support FFA administration activities including but not limited to: budget prioritization information; annual clean-up progress report, tri-annual public involvement plans; technical support to the SSAB; public fact sheet preparation; press releases, and ESD information sheets.

Manage and update the OREIS database. Operate an electronic sample tracking system to support sampling and analysis plans through submission of samples to laboratory, sample analysis, receipt of electronic and hardcopy results, verification of analyses, invoicing and submission of results into the OREIS database.

Facilities included in this scope include, but may not be limited to those listed in Attachment A of this Section. Attachment A includes leased facilities; however, the Contractor, with limited exception (e.g., electrical system facilities) is not responsible for S&M of leased facilities.

C.2.9 INFRASTRUCTURE AND GENERAL PROGRAM ACTIVITIES

The following scope is to support site infrastructure and other general programs necessary for the execution of the ETTP Contract as well as support of the ORR.

C.2.9.1 Site Support (i.e., Quality Assurance, Radiation Protection, ES&H and Occupational Safety)

Health and Safety

The Contractor shall provide for health programs/ambulatory care, beryllium and radiation worker health surveillance programs and personnel monitoring program. These services are required to assess, monitor, record data, and provide medical support for current site workers who are or may be exposed to radiological and hazardous materials. The Contractor shall maintain medical records of former workers and make them available for health effects studies as requested by DOE. Medical records shall be maintained in accordance with Public Law 102-484 and 10 CFR 851, and will last until the program and documents are turned over to DOE at the end of this Contract.

The Contractor shall provide the following classes of examinations for the purpose of providing initial and continuing assessment of employee health: pre-placement in accordance with the Americans with Disabilities Act (42 United States Code 12101), qualification examinations, fitness for duty, medical surveillance and health monitoring, return to work health evaluations, and termination examinations. The occupational medical services shall be informed of job transfers and will determine whether a medical evaluation is necessary. The physician responsible for the delivery of medical services or his/her designee will inform Contractor management of appropriate employee work restrictions.

The Contractor shall meet occupational safety and health requirements (including but not limited to Integrated Safety Management, industrial safety, fire protection,

construction safety, firearms safety, explosive safety, industrial hygiene, pressure safety and motor vehicle safety) for EM program operations and conditions. Occupational safety requirements are stipulated in Section J, Attachment A, *List of Required Compliance Documents*.

Quality Assurance

The Contractor shall perform work on site in accordance with applicable quality assurance requirements. Quality assurance requirements are stipulated in Section J, Attachment A, *List of Required Compliance Documents*.

Radiation Protection

Consistent with 10 CFR 835 and the Departmental Implementing Guides, the Contractor shall conduct site activities in compliance with a DOE approved Radiation Protection Program to minimize occupational exposure to internal radiation, direct, external exposure to ionizing radiation as well as to minimize the spread of contamination. The As Low As Reasonably Achievable (ALARA) process shall be applied to EM program activities. Radiation protection requirements are stipulated in Section J, Attachment A, *List of Required Compliance Documents*.

Reservation Management

The Contractor shall contribute resources to support management of Natural Resource, Cultural Resource, Roads and Grounds, Utilities, Emergency Management, Joint Information Center, Information, and miscellaneous initiatives.

C.2.9.2 Reindustrialization Support

The Contractor shall provide support to the DOE Reindustrialization program including CROET support, use of CROET furnished services, marketing, public outreach, lease administration (including initiation, consummation and closeout), property transfer, NEPA, material recycling, general administrative support, and document preparation. The Contractor will provide telephone billing support to DOE for customers located on leased or transferred property. The Contractor will not be liable for non-payment by those customers.

C.2.9.3 Analytical Services (Sample Management Office (SMO) Integration)

The Contractor shall provide Analytical Services and/or Laboratories as required to provide analytical data with sufficient quality to meet data quality objectives. The Contractor shall support in the DOE Consolidated Audit Program (DOECAP) for analytical services laboratories and waste treatment, storage, disposal, and recycling facilities (TSDFs). Such audit support shall be limited to those laboratories and TSDFs related to the Oak Ridge activities under the contract.

Analytical Services and laboratories shall be operated in accordance with one or more of the following references: 10 CFR 830.120, DOE Order 414.1, ASME-NQA-1, ANSI/ASQC E4, and/or ISO 9000.

C.2.9.4 Legal Management

The Contractor shall maintain a legal function and demonstrate sound litigation management practices to include litigation, arbitration, legal advice on environmental matters, procurement, employment, labor, and the Price-Anderson Amendment Act. The Contractor shall also review and interpret legislation and laws; research and draft memorandum, and manage and oversee outside legal counsel.

The Contractor shall provide litigation support to the Government when judged necessary by DOE in cases of actual or threatened litigation, regulatory matters, or third-party claims. Litigation support includes, but is not limited to: case preparation assistance; document retrieval, review and reproduction; witness preparation and testimony; expert witness testimony; and assisting Government counsel as necessary in response to discovery or other information related activities responsive to any legal proceeding.

The Contractor shall provide timely support for legacy litigation, management of legacy worker compensation claims, and responses to request for legacy documents. The legacy litigation support is provided in response to individual case requests by DOE legal staff or in response to other legally enforceable requirements. The management of legacy worker compensation claims includes claim investigation, support to DOE in estimating, evaluating, and managing such claims.

C.2.9.5 Transportation Services

The Contractor shall be responsible for infrastructure services including, but not limited to, transportation, traffic management, shipping/receiving, vehicle maintenance/management, equipment maintenance/management, operation and maintenance of the Radio Frequency Identification Transportation System (RFITS) and mail services.

C.2.9.6 Fire Protection and Emergency Response (City of Oak Ridge Integration)

The Contractor shall provide Emergency Management Services to include emergency planning and preparedness as well as response to possible incidents involving nuclear, radiological and hazardous materials on site.

Emergency management shall be performed at the levels specified in Section J, Attachment A, *List of Required Compliance Documents*, until the major nuclear facilities' hazards are removed or ameliorated, or the facilities are demolished. A reduced level of emergency services may be allowed once the major hazards are removed and as DOE approves them.

The Contractor shall maintain a fire protection program that supports a level of fire protection and fire suppression capability sufficient to minimize losses from fire and related hazards. Fire protection requirements are stipulated in Section J, Attachment A, *List of Required Compliance Documents* and Attachment J, *Fire Protection Program Requirements*.

C.2.9.7 Records Management and Relocation

The Contractor shall provide a records management program. This includes, but is not limited to, maintenance, storage, protection and disposition of active and inactive records, retrieval of archived records, and support of or to ongoing discovery efforts for litigation. All records subject to the management of the Contractor, including records created prior to the effective date of this contract, are to be inventoried, scheduled and dispositioned prior to contract closeout.

Records required for post closure Long-Term Stewardship (LTS) should be identified and managed appropriately. This includes, but is not limited to, Geographic Information System, OR Environmental Information Management System, and CERCLA and Freedom of Information Act (FOIA) Reading Room documents. The Contractor shall provide a complete records inventory list in a hardcopy and electronic format to the post-closure records custodian identified by the CO. The Contractor shall lease and maintain a CERCLA required Reading Room through Contract closeout.

C.2.9.8 Environmental Permits Management

Where applicable, consistent with the provisions of Section 121E of CERCLA, the Contractor shall obtain, maintain, and comply with environmental permits as required and allowed by law such as, but not limited to, the RCRA; the substantive requirements of the CERCLA; the Clean Air Act; the Clean Water Act; and the OR FFA. Environmental protection requirements are stipulated in Section J, Attachment A, *List of Required Compliance Documents*.

C.2.9.9 Long Term Stewardship Considerations

The Contractor shall consider LTS issues in the cleanup decision-making processes. Even though the LTS activities after site closure are not included in the scope of this contract, the activities, plans, and infrastructures needed to provide for the site's successful transition to LTS are included.

The Contractor shall support DOE in its efforts to provide properly placed institutional controls and engineered controls that are consistent with the CERCLA commitments. The Contractor shall provide surveillance and maintenance required to maintain protectiveness

prior to cleanup, monitor to assess the effectiveness of cleanup, and coordinate environmental monitoring throughout the ORR.

The Contractor shall assist DOE's analysis of site transfer readiness into LTS. The readiness analysis shall include the following: authority and accountability, site conditions, engineered controls, institutional controls, regulatory requirements, management of financial and human resources, information management, public outreach, and management of natural, cultural and historical resources.

The Contractor shall assist DOE in coordination and communication regarding LTS planning and transition with involved parties including local stakeholders and regulators.

The Contractor shall assist DOE with the development and distribution of the annual report on the effectiveness of institutional and engineering controls for transferred property. This applies to the property transferred to CROET prior to the completion of this Contract.

C.2.9.10 Support DOE Natural Resource Damage Assessment

The Contractor shall provide support to DOE for the purpose of complying with the Natural Resource Damage Assessment requirements under Section 107(a) and 120(a) of CERCLA. DOE is liable for damages for injury to, destruction of, or loss of natural resources, including the cost of assessing such damage. CERCLA and the National Contingency Plan establish DOE as both a CERCLA lead response agency on DOE facilities and a trustee for natural resources under its jurisdiction. As such, the DOE must respond to releases of hazardous substances from DOE's facilities, and is liable for the restoration of natural resources that are lost or injured as a result of such releases or from the response actions.

C.2.9.11 Historic Preservation

The Contractor shall ensure that cultural resource management issues are considered early in the environmental cleanup decision-making process, and shall ensure compliance with applicable laws governing cultural resources and historic preservation such as, but not limited to, the National Historic Preservation Act (NHPA), the Archaeological Resources Protection Act (ARPA), the Archaeological and Historic Preservation Act, the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA), and Executive Orders 11593 and 13287. The Contractor is to support DOE by ensuring that information needed to comply with these requirements is collected and compiled, processes prescribed by these requirements are followed, and that necessary reports are prepared, cleared for public release, and submitted in a timely manner. This support will include, but not be limited to, development and/or implementation of any Memorandum of Agreement(s) with related actions required for compliance.

C.2.9.12 Public Relations and Media Support

The Contractor shall provide public relations services to include but not limited to stakeholder support, media relations, tours, visits, access to documents, update the Public Involvement Plan every 3 years, and prepare a Preliminary Assessment/Site Inspection Report. The Contractor shall provide necessary technical support to DOE and the FACA-chartered SSAB.

C.2.9.13 Audit Support Services

The Contractor shall provide audit support services for General Accounting Office, Inspector General, Defense Nuclear Facilities Safety Board, Environmental Protection Agency, Tennessee Department of Conservation (TDEC) and other external audits that examine and evaluate EM program activities.

C.2.9.14 Nuclear Safety

The Contractor shall develop and maintain the safety analysis and controls for nuclear facilities, operations, and activities. Readiness determinations for restart of activities and for start-up of new activities shall be required to demonstrate readiness to safely start the activity. Nuclear safety requirements are stipulated in Section J, Attachment A, *List of Required Compliance Documents*.

C.2.9.15 Nuclear Criticality Safety

The Contractor shall establish and maintain a criticality safety program that: (1) applies to fissionable materials that are produced, processed, stored, transferred, disposed, or otherwise handled, (2) evaluates and documents operations with fissionable materials which pose a criticality accident hazard, (3) utilizes a graded approach that is responsive to changing conditions resulting from various stages of facility D&D, (4) provides for mitigation of consequences to personnel and property from a criticality accident, and (5) addresses nuclear safety requirements established by laws and regulations, as well as applicable American Nuclear Society/ American National Standards Institute (ANSI) nuclear criticality safety standards identified directly or referenced in the requirements set appended to this contract. Nuclear criticality safety requirements are stipulated in Section J, Attachment A, *List of Required Compliance Documents*.

C.2.9.16 Administration of Pension and Benefits Services at ORR, Portsmouth and Paducah Sites

The Contractor shall administer the Multi-Employer Pension Plan (MEPP) and Multiple Employer Welfare Arrangement (MEWA) for eligible employees in accordance with terms and conditions in Section H.

C.2.9.17 Project Management

The Contractor shall prepare the Performance Measurement Baselines (PMB) and project baseline documentation for each capital asset acquisition project as required by DOE O 413.3B. The Contractor shall provide all management and technical information to:

- Support DOE in meeting any applicable requirements of DOE O 413.3B. Program and Project Management for the Acquisition of Capital Assets, Attachment 1 and associated DOE 413.3 guidance documents including DOE Guide 413.3-8 *Environmental Management (EM) Cleanup Projects*;

- Support the budget formulation activities including, but not limited to, emerging work items list; budget formulation input (including Integrated Priority List), fall limited budget update submission, budget scenario development, and, budget presentations (such as public and regulatory briefings, etc.);

- Meet the data requirements of the DOE Integrated Planning, Accountability and Budgeting System;

- Support audits, evaluations, and external technical reviews; and

- Support other DOE project performance assessments and information needs.

All project management information developed under this contract shall be accessible electronically by DOE.

In support of the ORO-EM Integrated Baseline development, the Contractor shall provide the baseline information to DOE and its support contractor(s).The Contractor shall develop baselines for work to be performed. These baselines shall be resource loaded and define in detail the work to be performed, including technical, cost, schedule requirements, and performance milestones based on the latest funding level (or projections) and current progress of the project. They will be consistent with the baseline control process, DOE programmatic and budget guidance, regulatory agreements and requirements, and other direction, if any, from DOE.

The Contractor shall ensure the PMB remains aligned with the contract terms to include scope, cost and schedule. The Contractor shall ensure timely response to contract modifications and declaration of changed conditions, through the submission of appropriate technical and cost proposals to maintain alignment of the PMB with the Contract.

In addition, the Contractor's Interim Performance Measurement Baseline shall be consistent with the estimated contract cost in Section B of this Contract. The Interim Performance Measurement Baseline will be used to authorize work until the PMB is approved. See Section J, Attachment B for Reporting Requirements.

The Contractor shall support the annual budget process by working with DOE and other prime contractors as appropriate in the development of budgets, schedules, data sheets, analysis and justifications and other such information as may be required. The project control system shall be compatible with the DOE and contractor financial accounting systems to ensure consistent cost reporting.

The Contractor shall meet the data and reporting requirements of the DOE Integrated Planning, Accountability and Budgeting System and provide project performance reports against the PMB.

Mod 015 12/16/2011

C.2.9.17.1 Project Integration, Control, and the Earned Value Management System

The Contractor shall prepare and submit for DOE approval, a Project Execution Plan (PEP), for each capital asset acquisition project consistent with the requirements in DOE O 413.3B, Attachment 2, and associated guides. The PEP shall describe the approach for managing and controlling all activities necessary to execute the associated capital asset acquisition project. Each PEP shall describe contractor policies, methods, and approach to provide integration and control of scope, schedule and cost information.

The Contractor shall provide as an attachment to the PEP, a Project Control System Description that complies with the requirements of DOE O 413.3B, Attachment 2 and associated guides, and ANSI/Electronic Industries Alliance (EIA)-748 (current version) Earned Value Management Systems (EVMS).

The Project Control System Description shall describe the management processes and controls that shall be used to implement an EVMS, manage and control work, and complete contract requirements. The Project Control System Description shall include:

- The baseline development process and the hierarchy of documents that shall be used to describe and maintain the ETTP D&D Project Performance Measurement Baseline (PMB) and each capital asset acquisition project PMB (see PMB below);

- The process the Contractor intends to use for earned value management, change control, configuration control, interface control, and document control;

- The process the Contractor intends to use to ensure the timely preparation of contract change proposals to maintain alignment of the PMB with the contract;

- The organizational breakdown structure, including roles and responsibilities of each major organization and identification of key management personnel; and

- A list of project software the Contractor proposes to use for project control.

The Contractor shall comply with the requirements of the Section I Clause, FAR 52.234-4, *Earned Value Management System.*, DOE will conduct a compliance review of the Contractor's proposed EVMS for compliance with ANSI/EIA-748 (current version) per DOE

O 413.3B. The Contractor shall provide the CO, or designated authorized representatives, access to any and all information and documents comprising the Contractor's project control and reporting system to assist with this review. The Office of Construction and Engineering Management (OECM), HQ-DOE, is the lead organization for EVMS Certification. The contractor shall closely coordinate with OECM and ORO-EM regarding the timing and information necessary to support all reviews leading up to formal EVMS certification by OECM. It is expected that formal notice of EVMS certification will occur not later than 12 months after the end of the contract transition period, August 1, 2011. Subsequent to the initial evaluation and certification, DOE may at any time conduct an EVMS surveillance review to verify continued compliance and certification. The Contractor shall provide all necessary support to conduct the initial and any subsequent evaluations and completion of all corrective actions.

The Contractor shall flow down EVMS requirements in accordance with the Section I Clause, FAR 52.234-4, *Earned Value Management System*.

Mod 015 12/16/2011

C.2.9.17.2 Performance Measurement Baseline (PMB)

The PMB for the ETTP Project baseline and each capital asset acquisition project is an integrated and traceable technical scope, schedule, and cost baseline. The Contractor shall submit the PMB to DOE for review and approval. Each capital asset acquisition project PMB is also subject to a validation review prior to acquisition executive approval of the DOE O 413.3B, *Project Performance Baseline*. The PMB shall include the following:

- Technical Scope. The following baseline documents shall be viewed collectively as the technical scope for the cost/schedule control system:
    - Contract PWS and other sections that define work scope and requirements;
    - WBS dictionary sheets required to a WBS level to be determined by DOE;
    - Schedule at a WBS level to be determined by DOE; and
    - Time-phased, life-cycle cost estimate at a WBS level to be determined by DOE.

The PMB shall comply with the following requirements:

- The scope, cost, and schedule shall be linked through utilization of the WBS provided by DOE or as otherwise approved by DOE. The WBS shall provide the structure for all project control system components, including estimating, scheduling, budgeting, and project performance reporting, as required under

this contract. Control accounts within the WBS shall be identified.

- The baseline and management thereof shall comply with ANSI/EIA-748 (current version) Earned Value Management Systems (EVMS), DOE O 413.3B, Program and Project Management for the Acquisition of Capital Assets and associated guides.

- The schedule shall:

  - Include all significant external interfaces, all project milestones, regulatory documents and processes, other regulatory and Defense Nuclear Facility Safety Board (DNFSB) commitments, and GFS/I dependencies.

  - Be an integrated, logical network-based plan that correlates to the WBS and is vertically traceable to the EVMS control accounts. The schedule shall be capable of summarizing from control accounts to higher WBS levels.

- Any additional working level schedules deemed necessary by the Contractor shall be integrated with the PMB and able to provide earned value reporting in compliance with ANSI/EIA-748 (current version), Earned Value Management Systems (EVMS).

- The cost estimate shall include project resource plans, detailed resource estimates, basis of estimates, budgetary requirements, and identification of direct costs, indirect costs, management reserve, and fee.

- The method used to determine earned value shall be identified for each control account.

- The baseline shall be accessible to DOE at any time through access to electronic files.

- The PMB shall integrate with the following:

  - Financial system(s) for consistency and accurate reporting of information with traceability to budget and report codes

  - DOE, Congressional, and external commitments.

- Performance milestones including contract performance incentives and other performance measures established by DOE.

- Have the ability to integrate PMB into the reservation wide life-cycle PMB that includes other site activities including infrastructure, and DOE activities.

The Contractor shall develop and maintain an annual and multi-year PMB consistent with the "Near-Term Performance Baseline" and “Out-year Planning Estimate Range (OPER)” concept in which the near term, first five (5) fiscal years, is addressed in greater level of detail than the OPER in the following years. The PMB shall be developed to achieve review and validation of the Near-Term Performance Baseline and verification of reasonableness of the OPER by the DOE External Independent Review. The PMB shall be submitted within 90 days of completion of contract transition.

The Contractor shall develop the ETTP Cleanup Project baseline in which the PMB is the major focus. The ETTP Project baseline shall support DOE’s budgeting and strategic planning process.

C.2.9.17.3 Performance Measurement Baseline Submittals

The Contractor shall develop and submit the PMB. The PMB shall include:

- Detailed technical scope, schedule, and budget for work to be performed.
- A working-level of detail for the current period through up to three fiscal years as directed by DOE to support submittal of the next budget, including sufficient detail to govern execution of the contract work scope for that period.
- A planning level of detail which starts with the next fiscal year and addresses contract work and the remaining ETTP D&D Project life-cycle, including sufficient detail to support budget submittals and out-year planning.
- Sufficient detail through the upcoming five year period to support a DOE External Independent Review.
- The PMB submittal shall include both hard copies and electronic files for the WBS and WBS Dictionary Sheets at the level in which the costs are collected.
- Time-phased cost estimate at a WBS level to be determined post-award by DOE.
- Basis of estimate at a WBS level to be determined post-award by DOE.
- Time-phased resource-loaded schedule at a WBS level to be determined post-award by DOE.

The Contractor shall provide the WBS, WBS dictionary data, and basis of estimate data in either Microsoft Word© or Microsoft Access© format. Cost data shall be provided in Microsoft Access© or Excel© format and the schedule shall be provided utilizing the

current version of Primavera Systems, Inc., Enterprise for Construction© software unless agreed to otherwise by DOE.

The Contractor shall provide additional data that may be required by DOE and its support contractor(s) for development of the ORO EM life-cycle baseline.

The Contractor shall support DOE External Independent Review and Energy Systems Acquisition Advisory Board (ESAAB) review of the PMB.

C.2.9.17.4 Performance Measurement Baseline Change Control Process

The change control process shall be sufficiently rigorous and disciplined to ensure that the PMB is accurate, up-to-date and capable of providing meaningful data and information. The Contractor shall:

- Develop and submit for DOE approval, a PMB change control process document with change authorities consistent with the approved Project Execution Plan and DOE O 413.3B, Attachment 1.

- Implement the change control process with the PMB used as the reference for all baseline changes.

The Contractor's PMB change control process shall be consistent with the DOE change control process and shall reflect levels of approval for actions with DOE thresholds and any constraints on moving funds from one Performance Baseline Summary (PBS) to another.

C.2.9.17.5 Performance Reporting

Mod 058 01/07/2013

The Contractor shall submit a Monthly Performance Report representing the prior month's performance for each capital asset and each operating project and transmit it to DOE by the 12th business day of the following month. The Monthly Performance Report shall be a written report that includes, but is not limited to, the following:

Mod 058 01/07/2013

- Provide relevant and required data, information, and electronic files for input/upload into the DOE's Project Assessment and Reporting System (PARS) for each capital asset project

- Program/Project manager narrative assessments

- Significant accomplishments and progress towards completion of contract goals and objectives

- Major issues including actions required by the Contractor and DOE

- Status and corrective actions from the previous month

- Baseline schedule with a status that reflects progress against the baseline and includes variance discussion(s), and potential issues related to significant milestones

- Estimates-To-Complete (ETC), Estimate at Completion (EAC) for each project; Total Estimated Cost (TEC) (including fee); and Change control section that summarizes the scope, technical, cost, and/or schedule impacts resulting from any implemented actions; and that discusses any known or pending baseline changes and utilization of management reserve

- Analysis of funds expenditure, with projections for the D&D Project by fiscal year and life of the contract, including ETC/EAC for “not to exceed funding” analysis
-
- Evaluation of safety performance (including Integrated Safety Management System (ISMS) metrics and all recordable injuries, lost-time injuries, and near-misses)

- Evaluation of performance metrics for key services provided under this contract

- Evaluation of the condition of infrastructure and utilities, including facilities, equipment, and systems

- Risk Assessment including identification of critical risks, actions planned, and actions taken to address those risks, potential problems, impacts, and alternative courses of action, including quality issues, staffing issues, assessment of the effectiveness of actions taken previously for significant issues, or the monitoring results of recovery plan implementation

- Actions required by DOE including GFS/I and DOE decisions

- Status of pending contract modifications or contract change proposals

The Contractor shall participate in a monthly contract/project review and be prepared to address any of the information in the monthly report and other information as requested by DOE. A weekly contract or project status meeting shall be conducted at DOE request to provide interim updates and address issues.

The Contractor shall prepare and submit the Annual Self-Assessment Performance Report. The Annual Self-Assessment Performance Report shall include a comprehensive review of project performance that critically analyzes the overall status of the baseline, any key metrics, and cost. This review shall include overall narrative summaries, analysis of schedule trends and project float, critical path performance, analysis of critical manpower skills of other resources, budget and funding figures, and project risk updates. The Annual Self Assessment Performance Report may be used for the evaluation of the fee determination by DOE.

C.2.9.17.6 Risk Management

The Contractor shall implement a risk management process and submit a Risk Management Plan to DOE for approval. The Risk Management Plan shall be in compliance with DOE O 413.3B, *Program and Project Management for the Acquisition of Capital Assets*; and EM policy guidance, *Policies for Environmental Management Operating Project Performance Baselines, Contingency and Federal Risk Management Plans, and Configuration Control*, dated July 10, 2006.

The Risk Management Plan shall:

- Specify the use of probabilistic risk analysis using Monte Carlo simulation at a 50% and 80% confidence level.
- Identify the engineering and technology needs that are required to reduce the risk and uncertainty associated with the program or project.
- Include qualitative and quantitative analysis and mitigation plan: address scenario development, risk strategy, risk communication, risk analysis, risk schedule to indicate both when the risk may develop and be mitigated, and the recommended management reserve required to adequately address contractor-controlled risk.
- Include metrics to determine effectiveness.

The Risk Management Plan shall be updated and submitted with the Annual Self Assessment Performance Report. Risk and decision management activities shall be reviewed on a continuing basis with DOE and other ETTP site contractors. Contractor risk analysis information pertaining to ”cross-cutting” decisions shall be communicated to DOE and other ETTP site contractors, including agreement as to who should have the risk management lead to mitigate identified risk.

C.2.9.18 OTHER PROGRAM ACTIVITIES

The contractor shall provide resources and/or support necessary for the conduct of business (e.g., prime contract administration, information technology, human resources, finance, accounting, severance, etc.) not specifically assigned elsewhere.”

C.2.10 POST RETIREMENT MEDICAL BENEFITS AND LONG-TERM DISABILITY AND PENSION CONTRIBUTION

The Contractor shall manage the post retirement medical benefits and long term disability program for ORR EM workers retiring on or after April 1, 1998. The Contractor shall support the Science and/or NNSA contractor for the post retirement medical benefits and long term disability program for ORR EM workers that retired prior to April 1, 1998.

The Contractor shall manage the post retirement medical benefits and long term disability program for ORR EM workers retiring on or after April 1, 1998. The Contractor shall support the Science and/or NNSA contractor for the post retirement medical benefits and long term disability program for ORR EM workers that retired prior to April 1, 1998. The contractor shall fund the pension account for grandfathered employees.

C.2.11 SAFEGUARDS AND SECURITY

The scope of work includes the resources, materials and programs to provide appropriate levels of protection against unauthorized access; theft, diversion, loss of custody of accountable nuclear material: espionage; loss or theft of classified matter; loss or theft for Government property; and other hostile acts that may cause unacceptable adverse impacts on national security or the health and safety of DOE and Contractor employees, the public or the environment. This applies to buildings and areas that the Contractor is responsible for. The Contractor is not responsible for overall security at ORNL or Y-12.

Activities include:

- Program Management
- Foreign National Visits/Assignments
- Information Security Oversight
- Classified Matter Protection and Control (CMPC)
- Security Incidents/Inquiries
- Physical Security
- Security Systems (locks-keys/alarms/access controls, classified storage areas, badge readers)
- Operations Security (OPSEC)
- Classification/Declassification/Unclassified Controlled Information
- Nuclear Material Control and Accountability (NMC&A)
- Facility Data Approval Record & Contract Security Classification Specification (FDAR/CSCS)
- Foreign Ownership, Control, or Influence (FOCI) processing

- Visitor Control/Vehicle Access
- Cyber Security (classified/unclassified)
- Personnel Security
- Coordination and liaison with DOE security organizations and DOE contractor security organizations including the protective force prime contractor.

C.2.12 K-25 FACILITY D&D (ETTP)

K-25 is a four-level concrete and steel frame structure with some remaining corrugated cement-asbestos siding. The basement, or vault area, has reinforced concrete columns and floors. The roof is severely deteriorated and leaking. Currently, due to the deteriorated condition, there is limited access to the operations floor and roof. The west leg has been demolished leaving 27 building units in the north and east legs for D&D. There is known radioactive contamination in equipment, piping and building structure. Additionally, there are ~100 support facilities, trailers and other structures associated with this D&D scope. Facilities included in this scope include but may not be limited to those listed in Attachment A of this Section.

The primary scope of work includes, but is not limited to:

- Preparation and approval of D&D work plans and regulatory documentation.
- Sampling and analysis of process pipe, auxiliary systems, structure, converters, and compressors.
- Performing nondestructive assay (NDA).
- Hazardous material abatement e.g., asbestos abatement, universal waste/RCRA hazards removal and disposition.
- Legacy material characterization and disposition.
- Removal, collection and disposition of liquids from pipes, ducts and equipment; removal of residual process gas and video of all process gas piping greater than 3 inches.
- Stabilization, segmentation and removal of equipment/piping containing fissile material. Note: High mass items may require deposit removal.
- Removal, storage, preservation and disposition of remaining historical items, per historical preservation Memorandum(s) of Agreement.
- Demolition, segregation and size reduction of building components.

- Loading, hauling and disposal of building demolition debris.
- Stabilization or removal of the vault walls and concrete pads as required for safety, historical preservation, or other requirement. Removal of RCW line behind west wing wall is required.
- Removal, demobilization of site operations, support facilities, fencing and equipment
- Submission of required regulatory progress and/or completion documents.
- Disposition of all material generated from D&D including deposit removal material.
- Removal and disposition of tie-line that connected east and west wings of the K-25 building.
-
- Site stabilization necessary for regulatory compliances or safe configuration.

C.2.13 POPLAR CREEK FACILITIES D&D (ETTP)

The Poplar Creek Facilities are located north and west of K-27 and were constructed to support operations at K-27 and the former K-29. These facilities encompass outbuildings and trailers as well as structures used for a variety of processes including sandblasting and painting, oil storage, water pump houses, small water pre-treatment systems, and concrete rubble storage. Also included are the UF6 and utility tie lines in the Poplar Creek area and between K-25/K-31/K-33 and from K-27 to K-413, K-631, K-633 and K-1131. (Note: K-413 and K-11311 are demolished.) There are ~55 facilities, support trailers and other structures associated with this scope. Facilities included in this scope include but may not be limited to those listed in Attachment A of this section.

The Poplar Creek Facilities include, but are not limited to the following:

- K-131 was constructed to purify the uranium hexafluoride feed to K-27. The building has 5 floors including the basement and penthouse and is 212-ft long, 90-ft wide, and approximately 32-ft high, encompassing over 44,000 SF in total floor space. The building is a concrete block structure with a poured reinforced concrete basement and poured concrete main floors. The roofing consists of built up asphalt and insulation board.
- K-631 is 315-ft long, 110-ft wide and approximately 55-ft high, encompassing over 39,000 SF. The building is a concrete block structure with a poured reinforced concrete basement and poured concrete main floors. The roof consists of built up

asphalt and insulation board. Process tie lines connect the K-631 Building to the K-27 Building. The lines are still in place.

- K-633 is 169-ft long and 80-ft wide with over 19,000 SF of floor area. The building is concrete block with reinforced poured concrete walls with poured reinforced concrete floors. The roof consists of built up asphalt and insulation board. The process tie lines that connect the K-633 Building to the K-27 Building are still in place.

- K-832 is a re-circulating water pump house consisting of a concrete frame with concrete exterior walls having nearly 11,100 SF of floor space. K-832 includes a substructure with two concrete channels approximately 30 ft wide and 20 ft deep with cooling water reservoirs. The building is currently used to store electrical equipment and batteries.

- K-1203 – Provided the plant with sanitary sewage treatment. It consisted of aeration biological treatment plant (K-1203), lift stations, sedimentation basins, filtration and percolation of sludges, UV light disinfection, chlorination and de-chlorination. Associated sludge drying beds are contaminated with LLW sludge.

- K-1232 was a chemical recovery facility with a lagoon measuring 150 ft by 100 ft. The lagoon is currently used for the collection of rainwater.

The primary scope of work includes but is not limited to:

- Preparation and approval of D&D work plans and regulatory documentation

- Review of existing characterization data

- Facility sampling and analysis

- NDA of the process tie lines and associated intrusive sampling

- Utility and process connections deactivations

- Hazardous material abatement and disposition e.g., asbestos, RCRA and universal waste

- Material characterization and disposition

- Stabilization, segmentation and removal of equipment/piping containing fissile material. Note: High mass items may require deposit removal

- Removal of process gas and utility tie lies associated with K25, K27, K31, K33, K-413, K-631, K-633, K-1131 and K-1232. The estimated length of lines to be removed is ~12,000 LF.

- Demolition, segregation and size reduction of demolition debris
- Loading, hauling and disposal of demolition debris
- Site stabilization necessary for regulatory compliances or safe configuration
- Removal, demobilization of site operations, support facilities, fencing and equipment
- Submission of required regulatory progress and/or completion documents

C.2.14 ZONE 1 INTERIM ROD REMEDIATION (ETTP)

Contractor shall complete any actions required under the ROD for Interim actions in Zone 1, as well as those identified in the Phased Construction Completion Reports (PCCR), and complete the required documentation for the Remedial Action Report for Zone 1. Contractor shall prepare documentation necessary to support a final ROD.

C.2.15 K-27 FACILITY D&D (ETTP)

K-27 is a four-level, concrete steel frame structure with corrugated transite siding. The concrete basement contains concrete block vault storage areas. The roof consists of metal deck with built up asphalt and insulation board that is severely deteriorated and leaking. Process tie lines connect the K-27 Building to the K-25 Building, K-633, and K-31. The lines are still in place but have been air-gapped, vented and purged. There is known radiological contamination in equipment, piping and building structure. Currently there are 9 building units, and ~11 support trailers and other structures associated with this D&D scope. Facilities included in this scope include but may not be limited to those listed in Attachment A of this Section. The primary scope of work includes, but is not limited to:

- Preparation and approval of D&D work plans and regulatory documentation
- Sampling and analysis of process pipe, auxiliary systems, structure, converters, and compressors
- Performing NDA
- Hazardous material abatement e.g., asbestos abatement, universal waste/RCRA hazards removal and disposition
- Legacy material characterization and disposition; removal, collection and disposition of liquids from pipes, ducts and equipment; removal of residual process gas and video of all process gas piping greater than 3 inches
- Stabilization, segmentation and removal of equipment/piping containing fissile material. Note: High mass items may require deposit removal

- Removal, storage preservation and disposition of remaining historical items, per historical preservation Memorandum(s) of Agreement
- Demolition, segregation and size reduction of building components
- Loading, hauling and disposal of building demolition debris
- Remove or stabilize the north vault wall to support 7th Street
- Removal, demobilization of site operations, support facilities, fencing and equipment
- Submission of required regulatory progress and/or completion documents
- Disposition of all material generated from D&D including deposit removal material
- Site stabilization necessary for regulatory compliances or safe configuration

C.2.16 K-31 FACILITY D&D (ETTP)

K-31 is a steel framed building with concrete encased steel columns on the operations floor with corrugated transite siding. The roof consists of built up asphalt and insulation board that is in reasonably good condition. Process tie lines that connect the K-31 Building to the K-33 and K-631 Buildings have been air gapped. No stored material or process equipment remains in the facility. Utilities necessary to provide limited entry remain in service. There are 6 building units, and ~ 33 ancillary structures e.g., switch house, valve vaults and trailers included in this D&D scope. Facilities included in this scope include but may not be limited to those listed in Attachment A of this Section. The primary scope of work includes but is not limited to:

- Preparation and approval of D&D work plans and regulatory documentation
- Review of existing characterization data
- Facility confirmatory sampling and analysis
- Hazardous material abatement and disposition e.g., asbestos, RCRA and universal waste
- Site stabilization necessary for regulatory compliances or safe configuration
- Demolition, segregation and size reduction of building components
- Removal and disposition of K-31 to K-33 tie line
- Loading, hauling and disposal of building demolition debris

- Removal, demobilization of site operations, support facilities, fencing and equipment
- Submission of required regulatory progress and/or completion documents

C.2.17 K-1037 FACILITY D&D (ETTP)

The K-1037 Facility consists of two facilities, K-1037 and K-1037C Smelter house. K-1037 is 820-ft long, 400-ft wide and approximately 30-ft high, encompassing over 334,000 SF, and is composed of a series of additions and extensions that are now under one roof. The building is a steel frame structure with reinforced concrete floors. The facility has a two levels and a basement. Transite siding covers the three exterior walls on the eastern half of the building, and metal siding covers the three exterior walls on the western half of the building. The roof consists of metal deck built up asphalt and insulation board. K-1037C was most recently used for office space and document storage. Both facilities have a large amount of legacy material and process equipment to be dispositioned. Facilities included in this scope include but may not be limited to those listed in Attachment A of this Section. The primary scope of work includes but is not limited to:

- Preparation and approval of D&D work plans and regulatory documentation
- Sampling and analysis of any piping, auxiliary systems, equipment and structures
- Hazardous material abatement e.g., asbestos abatement, universal waste/ hazards removal and disposition
- Material characterization and disposition
- Equipment dismantlement, stabilization and removal
- Demolition, segregation and size reduction of building components
- Loading, hauling and disposal of building demolition debris
- Site stabilization necessary for regulatory compliances or safe configuration
- Removal, demobilization of site operations, support facilities, fencing and equipment
- Submission of required regulatory progress and/or completion documents

Mod 013 11-07-11
C.2.18 CENTRAL NEUTRALIZATION FACILITY D&D (ETTP)

The Central Neutralization Facility (CNF) was the main wastewater treatment plant for the site. The major process facilities are the Neutralization Pit (K-1407-A; ~ 3,620 SF), the Neutralization Facility (K-1407-H; ~4,000 SF); and the Settling Basin (K-1407-J; ~5,704 SF).

There are several containment and storage tank facilities that extend approximately 17' below grade. There are ~ 49 structures in this scope. Facilities included in this scope include but may not be limited to those listed in Attachment A of this Section. The primary scope of work includes but is not limited to:

- Preparation and approval of D&D work plans and regulatory documentation
- Review of existing characterization data
- Facility sampling and analysis
- Utility and process connections deactivations
- Hazardous material abatement and disposition e.g., asbestos, RCRA and universal waste
- Legacy material characterization and disposition
- Demolition, segregation and size reduction of demolition debris
- Loading, hauling and disposal of demolition debris
- Site stabilization necessary for regulatory compliances or safe configuration
- Removal, demobilization of site operations, support facilities, fencing and equipment
- Submission of required regulatory progress and/or completion documents

C.2.19 TOXIC SUBSTANCE CONTROL ACT (TSCA) INCINERATOR D&D (ETTP)

The TSCA Incinerator, which ceased operations in December 2009, was a rotary kiln thermal treatment facility with a secondary combustion chamber and a wet off-gas cleaning system. There are ~50 facilities, support trailers and other structures associated with this D&D scope. Facilities included in this scope include but may not be limited to those listed in Attachment A of this Section. The primary scope of work includes but is not limited to:

- Preparation and approval of D&D work plans and regulatory documentation
- Review of existing characterization data
- Facility sampling and analysis
- Utility and process connections deactivations

- Hazardous material abatement and disposition e.g., asbestos, RCRA and universal waste
- Material characterization and disposition
- Equipment dismantlement, stabilization and removal
- Demolition, segregation and size reduction of demolition debris
- Loading, hauling and disposal of demolition debris
- Site stabilization
- Removal, demobilization of site operations, support facilities, fencing and equipment
- Submission of required regulatory progress and/or completion documents

C.2.20 CENTRIFUGE FACILITIES D&D (ETTP)

The Centrifuge Facilities are composed of research and development (R&D) laboratories and equipment testing facilities. The remaining facilities encompass outbuildings and trailers as well as structures used for a variety of processes including electrical supply, water cooling towers, small water pre-treatment systems, and office space. Currently there are ~21 facilities associated with this D&D scope. DOE may authorize partial execution of work due to certain facilities being in a leased status. Facilities included in this scope include but may not be limited to those listed in Attachment A of this Section.

The Centrifuge Facilities include but are not limited to the following:

- K-797 Switchgear Room was constructed in 1961 and contains two transformers. K-797 used to contain an emergency generator and several alternators that supported laboratory operations at the K-1004-J Building. K-797 has been used for sandblasting, storage of construction materials. The building is a concrete block and steel frame structure with a pre-stressed concrete roof. Total floor space is 1,360 SF.
- K-798 Switchgear Room was constructed in 1971 and contains an emergency generator. K-798 used to contain several alternators and supported laboratory operations at the K-1010, K-1010-A, K-1052 and the Equipment Test Facility (ETF) centrifuges. The structure consists of a cement block walls with a poured concrete floor. Total floor space is 1,902 SF. (Currently leased.)
- K-1004-J Special Development Lab was constructed in the late 1940s and has a current floor space of 7250 SF. Below grade storage vaults were originally located just outside the center double doors on the east side of the lab but were covered with a 4- to 6-inch concrete slab when the building mission changed in 1962. No inventory of the contents of the vaults was discovered, and it is not known whether the

materials stored in the vaults were removed. Waste solutions from the research at the lab were transferred to the process drains or the vaults. Two underground storage tanks (USTs) were installed at the facility and used from the late 1940s to the 1960s. A 5,500-gallon UST was installed below grade outside the southwest corner of the building and was closed by filling with sand and capping the flanges. This tank has not been removed. A 750 gallon tank was removed.

- K-1004-Q Centrifuge Laboratory was a high-bay addition to the ETF complex that operated from 1971 to 1985. The 1,760 SF building is a concrete block and steel frame structure with a pre-stressed concrete roof with a central pit measuring 25ft by 25ft by 14 ft deep with an additional 12 ft pit under one third of the central pit. The high bay includes a 1.5-ton overhead crane and a portable 5-ton gantry crane. (In close proximity for D&D are facilities: K-1004-R,-S,-T and –U and K-1005.)

- K-1010/1010A Receiving and Handling Lab is a 5,078 SF building that initially contained several alternators used in testing developmental gas centrifuges and a storage area for miscellaneous instruments and electrical supplies. The building is constructed of steel beams on a concrete slab with insulated metal siding. (Currently leased.)

- K-1050 (the old K-1023 Lab) was initially used for development and testing of high capacity gas centrifuges. Later uses included centrifuge hardware receiving, assembly, testing, and storage; computer center; spin testing; materials testing and office space. K-1023 is a 9,053 SF high-bay unit constructed of steel beams on a concrete slab with insulated metal siding. (K-1023currently leased. The K-1023 footprint may cover areas designated K-1050, K-1009 and K-1005 Mezzanine and computer room.)

- K-1052/1050-B Advanced Machine Development Lab is a 6,910 SF multi-use facility constructed in 1974. K-1052 was initially used to develop high-speed rotating hardware for gas centrifuge development and for assembly and testing of gas centrifuges. The building consists of a high bay with a basement, and the equipment has been removed. (Currently leased.)

- K-1200 Centrifuge Prep Lab is a steel frame structure on a concrete slab with insulated metal siding enclosing approximately 70,000 SF of floor space. (Currently leased.)

- K-1210 Centrifuge Test Facility is a high bay steel frame structure on a concrete slab with insulated metal siding enclosing approximately 54,602 SF of floor space. The facility was used to test centrifuge machines and as a pilot plant for testing feed, withdrawal and uranium hexafluoride transfer systems from 1975 to 1985. Centrifuges are currently stored in this building.

- K-1210-A Advanced Equipment Test Facility was used from 1978 to 1985 to test the reliability of production centrifuges and includes high, intermediate and low bay

areas. The facility is a steel frame structure on a concrete slab with insulated metal siding enclosing approximately 23,904 SF of floor space.

- K-1220 Centrifuge Plant Demonstration Facility was used from 1981 to 1985 primarily to test production centrifuges to be used in the Gas Centrifuge Enrichment Plant and includes high, intermediate and low bay areas. The facility is a steel frame structure on a concrete slab with insulated metal siding enclosing approximately 86,128 SF of floor space. Centrifuges are currently stored in this building.

The primary scope of work includes but is not limited to:

- Preparation and approval of D&D work plans and regulatory documentation
- Review of existing characterization data
- Facility sampling and analysis
- Utility and process connections deactivations
- Hazardous material abatement and disposition e.g., asbestos, RCRA and universal waste
- Material characterization and disposition
- Removal, collection and disposition of liquids from pipes, ducts and equipment; removal of residual process gas
- Equipment dismantlement, stabilization, removal and disposal
- Demolition, segregation and size reduction of demolition debris
- Loading, hauling and disposal of demolition debris
- Site stabilization necessary for regulatory compliances or safe configuration
- Removal, demobilization of site operations, support facilities, fencing and equipment
- Submission of required regulatory progress and/or completion documents

C.2.21 BALANCE OF FACILITIES D&D (ETTP)

The Contractor is to perform site-wide deactivation, hazardous materials abatement, equipment dismantling, decontamination, and demolition of ~265 facilities and/or structures. Facilities include, but are not limited to, vehicle maintenance, storage facilities, power operations and other support facilities, electric switch yard facilities, valve houses, office and storage trailers, fabric (Rubb) structures, and other support facilities. The facilities will be

demolished to their slab or basement. Also included is the removal of overhead pipes and racks providing site utilities (process tie lines are not included in this scope). Reconfiguration of electrical utilities for continued use facilities under CROET will also include planning and integration of utility deactivations. Facilities included in this scope include but may not be limited to those listed in Attachment A of this Section. The primary scope of work includes but not limited to:

- Preparation and approval of D&D work plans and regulatory documentation
- Review of existing characterization data
- Facility sampling and analysis
- Disposition of the sodium material stored in the powerhouse area of ETTP.
- Utility and process connections deactivations
- Hazardous material abatement and disposition e.g., asbestos, RCRA and universal waste
- Material characterization and disposition
- Removal, collection and disposition of liquids from pipes, ducts and equipment dismantlement, stabilization and removal
- Demolition, segregation and size reduction of demolition debris
- Loading, hauling and disposal of demolition debris
- Site stabilization necessary for regulatory compliances or safe configuration
- Removal, demobilization of site operations, support facilities, fencing and equipment
- Submission of required regulatory progress and/or completion documents.

Mod 047 09/17/12
C.2.22 ZONE 2 ROD REMEDIATION (ETTP)

Zone 2 specifically addresses contaminated soil, buried waste, and subsurface structures (including slabs). Major areas/facility groups include:

- Mitchell Branch Area
- K-1401/K-1070-C/D Area
- Administrative/Laboratories Area

- K-1064 Peninsula Area
- K-25 Area
- K-27/K-29 Area
- K-31/K-33 Area

These remedial action scopes include:

- Project management for planning and execution
- Implementation Documentation
- Verification strategy / characterization of the remediation areas
- Remedial Action Fieldwork includes removal actions of structural slabs, process lines, pits, contaminated soils up to 10' (or deeper if threat to groundwater), debris piles as needed, fencing, parking lots removal and lighting
- Back filling as necessary to provide vegetative growth through seeding.
- Completion Documentation includes PCCR for the burial grounds and other actions, and a Remedial Action Report (RAR) following the completion of all ROD-required remedial actions.

Mod 047 09/17/12

C.2.23 SITEWIDE FINAL ROD REMEDIATION (ETTP)

Issue an approved Sitewide Final ROD. The actions in this area and a general description of the scope to be performed are as follows:

- Complete the documentation necessary to produce a Site-Wide Proposed Plan and ROD and complete all the requirements specified in the ROD.
- Complete the site-wide remedial investigation and complete actions required to protect groundwater, surface water, sediment, and any additional soil actions required to protect ecological receptors.

C.2.24 LANDFILL DESIGN AND CONSTRUCTION (Y-12)

The Contractor shall also be responsible for the design and construction and operation of landfill expansions as required to maintain adequate disposal capacity. The

Industrial/Construction Oak Ridge Reservation Landfill expansion size is approximately 100,000 cubic yards.

Mod 013 11-07-11

C.2.25 Tank W1A Removal Action

The contractor shall remove contaminated soil, the Tank W-1A shell, and the tank's concrete support structures, and provide packaging, and transportation for disposal at NNSS. Approximately 22 CY of TRU waste may be generated and will be packaged in approved 55-gallon steel containers. These containers will have approved drum vents and sampling ports. The TRU waste will be transferred to a storage facility prior to transfer to the TRU Waste Processing Facility.

The contractor shall prepare any required project closeout documentation and prepare/revise required regulatory documentation (e.g. removal action memoranda, Removal Action report, etc). Upon completion, site shall be stabilized as necessary for regulatory compliance and/or safe configuration.

The contractor will evaluate the need to implement near term actions to prevent re-contamination of the Tank W-1A excavation area from the contamination present in the soil area surrounding the north pipeline that fed Tank W-1A, until a final removal action is implemented for that area. The contractor shall make a recommendation to DOE by September 1, 2011.

Contingent upon funding and specific authorization from DOE, the contractor will conduct a Removal Action in the north pipeline soil area, after reaching agreement with the Environmental Protection Agency and Tennessee Department of Environment and Conservation on scope and schedule, and for preparing the supporting regulatory documentation.

C.2.26 CENTRAL NEUTRALIZATION FACILITY CLOSURE

The contractor shall complete closure of the Central Neutralization Facility to leave the facility in a safe, compliant configuration for surveillance and maintenance. The scope of work includes but is not limited to:

- Completing installation and startup of an alternate means for treating contaminated groundwater containing hexavalent chromium to enable CNF shutdown
- Completing contamination stabilization or alternate actions to address rainwater collected at the TSCA incinerator to enable CNF shutdown
- Facility sampling and analysis required for closure activities

- Hazardous material abatement and disposition required for closure activities (e.g. RCRA waste including sludge, spent carbon, lime, universal waste)
- Legacy material characterization and stabilization, if needed
- Site stabilization necessary for regulatory compliance and safe configuration during surveillance and maintenance, including activities such as triple rinsing of internal surfaces and preparing the site for free release of rainwater
- Submission of required regulatory progress and/or completion documents for decommissioning activities

Mod 013 11-07-11

Mod 047 09/17/12

C.2.27 ZONE 2 ROD REMEDIATION FOR K-1070B

Completion of K-1070B Burial Ground Remediation as required by the Zone 2 ROD and the Remedial Action Work Plan (RAWP).

Mod 047 09/17/12

Mod 064 03/26/13

C.2.28 DISPOSITION OF WASTE STREAMS PREVIOUSLY CONSIDERED TO HAVE NO PATH TO DISPOSAL

The contractor shall disposition the following waste streams, previously considered to have No Path to Disposal:

- Four containers of Classified PCB Contaminated Low-Level Waste
- Eleven containers of Formerly F027 Mixed Low-Level Waste

Mod 064 03/26/13

Mod 070 05/23/2013

C.2.29 FIRE WATER TOWER REMOVAL

The contractor shall demolish the K-1206-F Tank/Fire Water Tower and cap all associated lines; size-reduce the tank debris; and properly disposition the wastes at an on-site disposal facility.

Mod 070 05/23/2013

C.3 ABBREVIATIONS AND ACRONYMS

ALARA	As Low As Reasonably Achievable
ANSI	American National Standards Institute
AR	Administrative Record
ARAR	Applicable, Relevant and Appropriate Requirements
CARAR	Capacity Assurance Remedial Action Report
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980

CFR	Code of Federal Regulations
CH-TRU	Contact Handled Transuranic
CLIN	Contract Line Item
CMPC	Classified Matter Protection and Control
CNF	Central Neutralization Facility
CO	Contracting Officer
COR	Contracting Officer's Representative
CROET	Community Reuse Organization of East Tennessee
D&D	Decontamination and Demolition
DNFSB	Defense Nuclear Facility Safety Board
DOE	Department of Energy
DOE M	Department of Energy Manual
DOE O	Department of Energy Order
DOECAP	DOE Consolidated Audit Program
DOT	Department of Transportation
EAC	Estimate at Completion
EIA	Electronic Industries Alliance
EM	Environmental Management
EMWMF	Environmental Management Waste Management Facility
ES&H	Environment, Safety and Health
ESAAB	Energy Systems Acquisition Advisory Board
ESD	Explanation of Significant Differences
ETC	Estimate to Complete
ETF	Equipment Test Facility
ETTP	East Tennessee Technology Park
EU	Exposure Unit
EVMS	Earned Value Management System
FFA	Federal Facility Agreement
FOCI	Foreign Ownership, Control, or Influence
FOIA	Freedom of Information Act
GFS&I	Government Furnished Supplies and Information
HSWA	Hazardous Solid Waste Amendment
HVAC	Heating, Ventilation, & Air Conditioning
ISMS	Integrated Safety Management System
ISO	International Standards Organization
ITS	Integrating Technical Services
LGWOS	Liquid Gaseous Waste Operations
LLLW	Liquid Low Level Waste
LTS	Long-Term Stewardship
MEPP	Multi-Employer Pension Plan
MEWA	Multi-Employer Welfare Arrangement
MSRE	Molten Salt Reactor Experiment
MVST	Melton Valley Storage Tanks
NDA	Nondestructive Assay
NEPA	National Environmental Protection Act
OPER	Out-year Planning Estimate Range
OPSEC	Operation Security
OREIS	Oak Ridge Environmental Information System

ORR	Oak Ridge Reservation
PARS	Project Assessment and Reporting System
PCB	Polychlorinated Biphenyl
PCCR	Phased Construction Completion Report
PEP	Project Execution Plan
PMB	Performance Management
PWS	Performance Work Statement
R&D	Research and Development
RAR	Remedial Action Report
RCRA	Resource Conservation and Recovery Act
RCW	Recirculating Cooling Water
RH-TRU	Remote Handled Transuranic
ROD	Record of Decision
S&M	Surveillance and Maintenance
SAS	Safeguard and Security
SNM	Special Nuclear Material
SSAB	Site Specific Advisory Board
STT	Shielded Transfer Tanks
SWSA5	Solid Waste Storage Area 5
TDEC	Tennessee Department of Environment and Conservation
TEC	Total Estimated Cost
TRU	Transuranic
TSCA	Toxic Substance Control Act
TSCM	Technical Surveillance Countermeasures
TWPC	Transuranic Waste Processing Center
WAC	Waste Acceptance Criteria
WBS	Work Breakdown Structure
WIPP	Waste Isolation Pilot Plant
Y-12	Y-12 National Security Complex

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SECTION C ATTACHMENT A- LIST OF ETTP FACILITIES

WBS Subproject	Property ID	Property Name	Gross SF	No. of Floors
K-25 Building				
K-25 Facility D&D	K-301-1	Process Building	88,068	3
K-25 Facility D&D	4	Transformer Vault		3
K-25 Facility D&D	4A	Withdrawal Alley		3
K-25 Facility D&D	K-301-2	Process Building	88,068	3
K-25 Facility D&D	4A	Withdrawal Alley		3
K-25 Facility D&D	5	Transformer Vault		3
K-25 Facility D&D	K-301-3	Process Building	88,068	3
K-25 Facility D&D	5	Transformer Vault		3
K-25 Facility D&D	5A	Withdrawal Alley		3
K-25 Facility D&D	K-301-4	Process Building	88,068	3
K-25 Facility D&D	5A	Withdrawal Alley		3
K-25 Facility D&D	6	Transformer Vault		3
K-25 Facility D&D	K-301-5	Process Building	88,068	3
K-25 Facility D&D	6	Transformer Vault		3
K-25 Facility D&D	6A	Withdrawal Alley		3
K-25 Facility D&D	K-302-1	Process Building	88,068	3
K-25 Facility D&D	6A	Withdrawal Alley		3
K-25 Facility D&D	7	Transformer Vault		3
K-25 Facility D&D	K-302-2	Process Building	88,068	3
K-25 Facility D&D	7	Transformer Vault		3
K-25 Facility D&D	7A	Withdrawal Alley		3
K-25 Facility D&D	K-302-3	Process Building	88,068	3
K-25 Facility D&D	7A	Withdrawal Alley		3
K-25 Facility D&D	8	Transformer Vault		3
K-25 Facility D&D	K-302-4	Process Building	88,068	3
K-25 Facility D&D	8	Transformer Vault		3
K-25 Facility D&D	8A	Withdrawal Alley		3
K-25 Facility D&D	K-302-5	Process Building	88,068	3
K-25 Facility D&D	8A	Withdrawal Alley		3
K-25 Facility D&D	9	Transformer Vault		3
K-25 Facility D&D	K-303-1	Process Building	88,068	3
K-25 Facility D&D	9	Transformer Vault		3
K-25 Facility D&D	9A	Withdrawal Alley		3
K-25 Facility D&D	K-303-2	Process Building	88,068	3
K-25 Facility D&D	9A	Withdrawal Alley		3
K-25 Facility D&D	10	Transformer Vault		3
K-25 Facility D&D	K-303-3	Process Building	88,068	3
K-25 Facility D&D	10	Transformer Vault		3
K-25 Facility D&D	10A	Withdrawal Alley		3
K-25 Facility D&D	K-303-4	Process Building	88,068	3
K-25 Facility D&D	10A	Withdrawal Alley		3
K-25 Facility D&D	11	Transformer Vault		3
K-25 Facility D&D	K-303-5	Process Building	88,068	3
K-25 Facility D&D	11	Transformer Vault		3
K-25 Facility D&D	11A	Withdrawal Alley		3
K-25 Facility D&D	K-303-6	Process Building	88,068	3
K-25 Facility D&D	11A	Withdrawal Alley		3
K-25 Facility D&D	12	Transformer Vault		3

SECTION C ATTACHMENT A- LIST OF ETTP FACILITIES

WBS Subproject	Property ID	Property Name	Gross SF	No. of Floors
K-25 Facility D&D	K-303-7	Process Building	88,068	3
K-25 Facility D&D	12	Transformer Vault		3
K-25 Facility D&D	12A	Withdrawal Alley		3
K-25 Facility D&D	K-303-8	Process Building	88,068	3
K-25 Facility D&D	13	Transformer Vault		3
K-25 Facility D&D	13X	Withdrawal Alley		3
K-25 Facility D&D	K-303-9	Process Building	88,068	3
K-25 Facility D&D	13	Transformer Vault		3
K-25 Facility D&D	13A	Withdrawal Alley		3
K-25 Facility D&D	K-303-10	Process Building	88,068	3
K-25 Facility D&D	14	Transformer Vault		3
K-25 Facility D&D	K-309-1	Process Building	88,068	3
K-25 Facility D&D	4	Transformer Vault		3
K-25 Facility D&D	3A	Withdrawal Alley		3
K-25 Facility D&D	K-309-2	Process Building	88,068	3
K-25 Facility D&D	3	Transformer Vault		3
K-25 Facility D&D	3A	Withdrawal Alley		3
K-25 Facility D&D	K-309-3	Process Building	88,068	3
K-25 Facility D&D	3	Transformer Vault		3
K-25 Facility D&D	2A	Withdrawal Alley		3
K-25 Facility D&D	K-310-1	Process Building	88,068	3
K-25 Facility D&D	2	Transformer Vault		3
K-25 Facility D&D	2A	Withdrawal Alley		3
K-25 Facility D&D	K-310-2	Process Building	88,068	3
K-25 Facility D&D	2	Transformer Vault		3
K-25 Facility D&D	1A	Withdrawal Alley		3
K-25 Facility D&D	K-310-3	Process Building	88,068	3
K-25 Facility D&D	1A	Transformer Vault		3
K-25 Facility D&D	1	Withdrawal Alley		3
K-25 Facility D&D	K-311-1	Process Building	88,068	3
K-25 Facility D&D	1	Transformer Vault		3
K-25 Facility D&D	1X	Withdrawal Alley		3
K-25 Facility D&D	1102	Fan and Transfer Buildings		
K-25 Facility D&D	1102-A	Fan and Transfer Buildings		
K-25 Facility D&D	1102-B	Fan and Transfer Buildings		
	1204-18	Sewage Lift Station		
	1310-CX	Storage Shed		
	1310-GL	Break Room Trailer		
	1310-GM	PAS Shower Trailer		
	1310-GN	PAS Shower Trailer		
	1310-HJ	Shower Trailer		
	1310-HL	Shower Trailer		
	1310-LX	PAS Craft Trailer		
	1310-NC	Office Trailer		
	1310-NG	PRDI Trailer		
	1310-NJ	Carpenter Trailer		
	1310-NK	Electric Trailer		
	1310-NL	PRDI Trailer		
	1310-NM	Cool Down Room		

WBS Subproject	Property ID	Property Name	Gross SF	No. of Floors
	1310-NN	Cool Down Room		
	1310-NP	Cool Down Room		
	1310-PH	Conex Storage		
	1310-PJ	Mobile Mini Storage		
	1310-PN	Sealand		
	1310-PS	EQUIPMENT STORAGE		
	1310-PW	Electrician Trailer		
	1310-PY	RSI File Office		
	1310-PZ	RSI File Office		
	1310-RA	Sealand for PPE		
	1310-RC	NDA Break Trailer		
	1310-RM	Mobile Mini Storage		
	1310-RN	Cool Down Room		
	1313-A	Rubb Tent		
	1313-J	Electrical Maintenance Rubb Tent		
	1315-A	4 Wide Trailers	3,584	
	1315-M	BJC Electrical Storage		
	1315-N	BJC Electrical Storage		
	1315-P	BJC Electrical Storage		
	1315-R	BJC Office Trailer		
	1316-P	Office Trailer		
	2500-B	Foam Storage Bldg.		
	2500-C	Foam Storage Bldg.		
	2500-G	NDA Shop	2,623	1
	2500-H	Segmentation Shop	9,020	1
	2500-J	Segmentation (Seg) Shop Storage Tent		
	2500-K	Seg Shop BCS Trailer		
	2500-L	Seg Shop Storage Unit		
	2500-M	Seg Shop Storage Unit		
	2500-N	Seg Shop Storage Unit		
	2500-P	Seg Shop Storage Unit		
	2500-Q	Seg Shop Storage Unit		
	2500-R	Seg Shop Storage Unit		
	2527A	Control Station Trailer		
	2527AB	Trailer, Breakroom, Triple-wide	2,688	1
	2527AD	Restroom Trailer		
	2527AE	Trailer, Office, 4-Wide	3,584	1
	2527AF	Sealand Trailer		
	2527AG	WarRoom Trailer		
	2527AH	Maintenance Shop		
	2527AJ	Conex Storage		
	2527AK	Boundary Control Station Trailer	2,688	1
	2527AL	Boundary Control Station Trailer	2,688	1
	2527AP	Boundary Control Station Trailer	2,688	1
	2527AQ	Boundary Control Station Trailer	2,688	1
	2527AR	Tool Crib/Storage	160	
	2527AS	Mechanic Shop Sealand		
	2527AU	Tool Crib/Storage		
	2527AV	Sealand Storage		

WBS Subproject	Property ID	Property Name	Gross SF	No. of Floors
	2527AW	Sealand Tool Crib		
	2527AX	BCS Number 23		
	2527AY	Office/Conference Room		
	2527B	Craft Supervision and Field Support Trailer		
	2527BA	Office Trailer		
	2527BB	Office Trailer		
	2527BC	Office Trailer		
	2527BD	Office Trailer		
	2527BE	Office Trailer		
	2527BF	Break Room Trailer		
	2527BG	Office Trailer		
	2527BH	Shower Trailer		
	2527BL	Office Trailer		
	2527C	Trailer, Office, 4-Wide	3,584	1
	2527D	Trailer, Office, 4-Wide	3,584	1
	2527E	Trailer, Breakroom, Triple-wide	2,688	1
	2527F	Changehouse Trailer		
	2527G	Restroom Trailer		
	2527H	Trailer, Office, 4-Wide	3,584	1
	2527J	WarRoom Trailer	3,584	
	2527K	Trailer, Office, 4-Wide	3,584	1
	2527L	Changehouse Trailer		
	2527M	Document Management Center		
	2527N	Trailer, Office, 4-Wide	3,584	1
	2527P	Trailer, Office, 4-Wide	3,584	1
	2527Q	Trailer, Office, 4-Wide	3,584	1
	2527R	Trailer, Office, 4-Wide	3,584	1
	2527S	Office/Conference Room		
	2527T	Changehouse Trailer		
	2527U	Trailer, Breakroom, Triple-wide	2,688	1
	2527V	Craft Supervisor Trailer		
	2527W	Radcon Storage Trailer		
	2527Y	Changehouse Trailer		
	2527Z	Trailer, Breakroom, Triple-wide	2,688	1
	2527X	Craft Supervision and Field Support Trailer		
	25ADDITION	NDA BUILDING	504	1
	2527FENCE	K25/K27 Fencing		
	2527RCAAS	Radiation Criticality Alarm System		
		K-27 Building		
K-27 Facility D&D	K-402-1	Process Building Building Tota	1,100,000	3
K-27 Facility D&D	K-402-2	Process Building		3
K-27 Facility D&D	K-402-3	Process Building		3
K-27 Facility D&D	K-402-4	Process Building		3
K-27 Facility D&D	K-402-5	Process Building		3
K-27 Facility D&D	K-402-6	Process Building		3
K-27 Facility D&D	K-402-7	Process Building		3
K-27 Facility D&D	K-402-8	Process Building		3
K-27 Facility D&D	K-402-9	Process Building		3
K-27 Facility D&D	K-29	K-29 Process Building - Pad Only		

WBS Subproject	Property ID	Property Name	Gross SF	No. of Floors
K-27 Facility D&D	31	Transformer Vault		3
K-27 Facility D&D	32	Transformer Vault		3
K-27 Facility D&D	33	Transformer Vault		3
K-27 Facility D&D	34	Transformer Vault		3
K-27 Facility D&D	35	Transformer Vault		3
K-27 Facility D&D	31A	Withdrawal Alley		3
K-27 Facility D&D	31X	Withdrawal Alley		3
K-27 Facility D&D	32A	Withdrawal Alley		3
K-27 Facility D&D	33A	Withdrawal Alley		3
K-27 Facility D&D	34A	Withdrawal Alley		3
K-27 Facility D&D	2500-F	Storage Barn		
	2527-BN	Hot Tool Crib	160	
	2527-BM	Mobile Mini Office	160	
	2527AN	Boundary Control Station Trailer	2,688	1
	2527AM	Boundary Control Station Trailer	2,688	1
	2527AA	Craft Supervision Field Support Trailer		
	2527AC	Changehouse Trailer		
	2527BP	Office Trailer		
	2527AT	Trailer, Office, 4-wide	3,584	1
	2527BJ	Mobile Mini Storage	160	
	2527BK	Breakroom Trailer		
Balance of Site D&D-Utilities Grou	731	K-27 & K-29 SWITCH HOUSE	69,330	2
Balance of Site D&D-Utilities Grou	733-A	OIL FILTER AND HANDLING	225	1
Balance of Site D&D-Utilities Grou	733-D	WEST SPRINKLER VALVE HOUSE	350	1
Balance of Site D&D-Utilities Grou	733-E	EAST SPRINKLER VALVE HOUSE	225	1
Balance of Site D&D-Utilities Grou	733-F	VAULT FIREWATER CROSS TO RCW		
Balance of Site D&D-Utilities Grou	733-G	TEMP OIL STORAGE TANK		
Balance of Site D&D-Utilities Grou	733-H	TEMP OIL STORAGE TANK		
Balance of Site D&D-Utilities Grou	733-J	STORAGE SHED	200	1
Balance of Site D&D-Utilities Grou	833	COOLING WATER RETURN PUMP HOUSE	225	1
	835	VENTURI VAULT	120	
	839	VENTURI VAULT	120	
	897-J	OCS		
	897-K	OCS		
	899-A	SANITARY WATER VALVE VAULT		
	899-B	BLOW DOWN VALVE VAULT		
	899-D	BLOW DOWN VALVE VAULT		
	1028-64	Guard House Portal 9	160	1
	1310-HM	Trailer		
	1310-HV	Sealand Office Trailer		
TSCA Incinerator D&D	1435-T	Office Trailer		
		K-31 Building		
K-31 Facility D&D	K-602-1	Process Building Building Tota	1,500,000	2
K-31 Facility D&D	K-602-2	Process Building		2
K-31 Facility D&D	K-602-3	Process Building		2
K-31 Facility D&D	K-602-4	Process Building		2
K-31 Facility D&D	K-602-5	Process Building		2
K-31 Facility D&D	K-602-6	Process Building		2
K-31 Facility D&D	861	K-31 Cooling Tower Basin		

SECTION C ATTACHMENT A- LIST OF ETTP FACILITIES

WBS Subproject	Property ID	Property Name	Gross SF	No. of Floors
K-31 Facility D&D	894	Acid Containment Tank (a6K Gal) Foundation		
K-31 Facility D&D	K-31	K-31/33 Cooling TWR Demo Areas (Formerly 892 G&H)		
K-31 Facility D&D	K-31	K-31/33 RCW Lines (Underground)		
K-31 Facility D&D	K-33	K-33 RCW Lines (Underground)		
K-29 Area Facilities D&D	761	Old Switch House K-31	40,819	2
	863	VALVE VAULT, RCW		
	863-A	VALVE VAULT, RCW		
	863-B	VALVE VAULT, RCW		
	863-C	VALVE VAULT, RCW		
	863-D	VALVE VAULT, RCW		
	864	METER VAULT, RCW		
	865	BY PASS VAULT, RCW		
	866	VALVE VAULT, RCW		
	866-A	VALVE VAULT, RCW		
	867	VALVE VAULT, RCW		
	868	VALVE VAULT, RCW		
	869	VALVE VAULT, RCW		
	870	VALVE VAULT, RCW		
	871	VALVE VAULT, RCW		
	872	VALVE VAULT, RCW		
	874	VALVE VAULT, RCW (ADJ TO 867)		
	897-C	Oil Containment Structure (NE K-31)		
	897-D	Oil Containment Structure (NE K-31)		
	897-E	Oil Containment Structure (SW K-31)		
	897-F	Oil Containment Structure (S K-31)		
	897-G	Oil Containment Structure (S K-1206-F)		
	897-L	Oil Containment Structure (SW K-31)		
	897-M	Oil Containment Structure (NW K-31)		
	899-G	BLOW DOWN VALVE VAULT		
	899-H	BLOW DOWN VALVE VAULT		
	899-J	BLOW DOWN VALVE VAULT		
	899-K	BLOW DOWN VALVE VAULT		
Balance of Site D&D-Utilities Grou	1206-F	Firewater Tank 400k gallon		
	1310-BS	Trailer	420	
	1310-BX	Trailer	520	
	1310-BW	Trailer	420	
		K-1037 Facilities D&D		
ETTP Main Plant D&D	1037	Materials Lab	378,157	2
ETTP Main Plant D&D	1037-C	SMELTER HOUSE	2,408	1
		Central Neutralization Facilities D&D		
Central Neutralization Fac. D&D	K-700-A-72	Substation Northeast of K-1419		
Central Neutralization Fac. D&D	K-700-A-73	SUBSTATION (S OF K-1419)		
Central Neutralization Fac. D&D	1202	WSU K-1202 BULK FLAM HAZ/MIXED		
	1204-12	SEWAGE LIFT STATION	210	
	1310-AM	Trailer	450	
Central Neutralization Fac. D&D	1310-AN	Trailer	450	
Central Neutralization Fac. D&D	1310-AP	Trailer	450	
Central Neutralization Fac. D&D	1310-BA	Changehouse	1,620	
Central Neutralization Fac. D&D	1310-BB	Storage Building	420	

WBS Subproject	Property ID	Property Name	Gross SF	No. of Floors
Central Neutralization Fac. D&D	1310-BC	Storage Building	420	
Central Neutralization Fac. D&D	1310-BD	Storage Building	420	
Central Neutralization Fac. D&D	1310-BE	Trailer	420	
Central Neutralization Fac. D&D	1310-ED	Trailer	420	
Central Neutralization Fac. D&D	1310-EK	CNC 90-day Storage Shed	1,000	
Central Neutralization Fac. D&D	1310-ET	Trailer	552	
	1310-LY	PAS Craft Trailer		
	1310-LZ	PAS Craft Trailer		
	1310-MA	PAS Craft Trailer		
	1310-MB	PAS Craft Trailer		
Central Neutralization Fac. D&D	1407-A	NEUTRALIZING PIT/TANK	3,620	
Central Neutralization Fac. D&D	1407-AA	PHASE SEPARATOR & TRANSFER STATION	281	
Central Neutralization Fac. D&D	1407-AB	RECOVERY SUMP PUMP STATION (RS-04)		
Central Neutralization Fac. D&D	1407-AC	RECOVERY SUMP PUMP STATION (RS-03)		
Central Neutralization Fac. D&D	1407-AD	RECOVERY SUMP PUMP STATION (RS-02)		
Central Neutralization Fac. D&D	1407-AF	PHASE SEPARATOR & TRANSFER STATION		
Central Neutralization Fac. D&D	1407-AG	RECOVERY SUMP PUMP STATION (RS-09)		
Central Neutralization Fac. D&D	1407-AH	RECOVERY SUMP PUMP STATION (RS-08)		
Central Neutralization Fac. D&D	1407-AJ	RECOVERY SUMP PUMP STATION (RS-07)		
ETTP Main Plant D&D	1407-AK	Air Compressor Bldg. Located in 1420-A		
	1407-G	PIT FACILITY		
Central Neutralization Fac. D&D	1407-H	CENTRAL NEUTRALIZATION FAC	4,000	
Central Neutralization Fac. D&D	1407-J	SETTLING BASIN	5,704	
Central Neutralization Fac. D&D	1407-K	CHEMICAL ADDITION	1,456	1
Central Neutralization Fac. D&D	1407-M	K-1407-M SUMP	156	
Central Neutralization Fac. D&D	1407-N	PUMPHOUSE (BETWEEN K-1407-E&F PONDS)	64	
Central Neutralization Fac. D&D	1407-P	Frisker Station		
Central Neutralization Fac. D&D	1407-Q	CNF NPDES MONITORING STATION	25	
Central Neutralization Fac. D&D	1407-R	VALVE VAULT NORTH OF 1407-G		
Central Neutralization Fac. D&D	1407-S	VALVE VAULT NORTH OF 1407-K		
Central Neutralization Fac. D&D	1407-T	DIVERTER BOX		
Central Neutralization Fac. D&D	1407-U	CNF ORGANICS REMOVAL SYSTEM	1,665	
Central Neutralization Fac. D&D	1407-V	WASTEWATER COLLECTION SUMP	225	
Central Neutralization Fac. D&D	1407-W	SUMP NORTH OF K-1407-V	144	
Central Neutralization Fac. D&D	1407-X	F4030 & F4170 SECONDARY CONTAINMENT	380	
Central Neutralization Fac. D&D	1407-Y	CNF TANKER UNLOADING AREA	600	
Central Neutralization Fac. D&D	1407-Z	CONTAINMENT AREA - SW CORNER OF 1407-	400	
Central Neutralization Fac. D&D	1407-FD2	**Unknown**		
Central Neutralization Fac. D&D	1419	OPERATIONS CONTROL ROOM FOR CNF	3,800	2
ETTP Main Plant D&D	1420-A	SOLVENT BULK STORAGE TANK	1,050	
		Poplar Creek Facilities D&D		
Poplar Creek Facilities D&D	131	MAINTENANCE SHOP	44,242	4
	131-36	Transformer Vault		
Poplar Creek Facilities D&D	631	Tails Process Building	39,040	2
Poplar Creek Facilities D&D	633	Demonstration Facility	19,021	1
Balance of Site D&D-Utilities Gro	832	RECIRCULATING WATER PUMP HOUSE	11,097	1
Balance of Site D&D-Utilities Gro	832-B	SPRINKLER VALVE HOUSE		
	832-C	VALVE VAULT		
Balance of Site D&D-Utilities Gro	832-H	COOLING TOWER (PARTIAL)	3,200	

SECTION C ATTACHMENT A- LIST OF ETTP FACILITIES

WBS Subproject	Property ID	Property Name	Gross SF	No. of Floors
Balance of Site D&D-Utilities Grou	832-S	Acid Tank		
	836	VENTURI VAULT		
	837	VENTURI VAULT		
	838	VALVE VAULT		
	897-H	Oil Containment Structure (W K-1131)		
	899-C	Sanitary Water Valve Vault		
	899-E	BLOW DOWN VALVE VAULT		
	899-F	BLOW DOWN VALVE VAULT		
TSCA Incinerator D&D	1022-07	AIR SAMPLING MONITOR (TSCA2)		
	1066-E	CYL STORAGE YARD --> N K-832		
ETTP Main Plant D&D	1134-A	HF Emerg Spill Overflow Tank, 1000 gal, buried non UST		
Balance of Site D&D-Utilities Grou	1203	WASTE WATER TREATMENT PLANT		
Balance of Site D&D-Utilities Grou	1203-02	EMERGENCY HOLDING BASIN	3,600	
Balance of Site D&D-Utilities Grou	1203-04	CHLORINATION CONTROL RM (OMI)	264	1
Balance of Site D&D-Utilities Grou	1203-05	EAST SLUDGE DRYING BED	96	
Balance of Site D&D-Utilities Grou	1203-06	WEST SLUDGE DRYING BED	32	
	1203-08	CHLORINE CONTACT TANK		
	1203-10	HIGH WATER LIFT STATION		
Balance of Site D&D-Utilities Grou	1203-11	AIR BLOWER STATION		
Balance of Site D&D-Utilities Grou	1203-12	WASTE WATER LIFT STATION		
Balance of Site D&D-Utilities Grou	1203-13	EFFLUENT MONITORING STATION		
Balance of Site D&D-Utilities Grou	1203-14	COMMINUTOR		
Balance of Site D&D-Utilities Grou	1203-15	WASTE WATER PLANT BACKFLOW PREVENTOR		
Balance of Site D&D-Utilities Grou	1203-16	WASTE WATER PLANT BACKFLOW PREVENTOR		
Poplar Creek Facilities D&D	1232	WSU K-1232 - CHEMICAL RECOVERY FAC.	9,250	1
	1232-A	Equalization Pit	450	
	1232-B1	Holding Basin	180	
	1232-B2	Holding Basin	8,000	
Poplar Creek Facilities D&D	1232-J	LIME STORAGE SILO WEST OF 1232		
Poplar Creek Facilities D&D	1314-K	Equipment Storage Trailer		
Poplar Creek Facilities D&D	1314-L	Facility Control Room Trailer		
Poplar Creek Facilities D&D	1314-G	Blast/Paint Facility South		
Poplar Creek Facilities D&D	1314-H	Prefabricated Building	3,200	1
Poplar Creek Facilities D&D	1314-J	Prefabricated Building	3,200	1
	2000-T	Concrete Rubble Storage Area		
Poplar Creek Facilities D&D	K-25/K-27 Tielines	Outdoor Process Tielines		
Poplar Creek Facilities D&D	K-27/K-131 Tielines	Outdoor Process Tielines		
Poplar Creek Facilities D&D	K-27/K-631 Tielines	Outdoor Process Tielines		
Poplar Creek Facilities D&D	K-27/K-633 Tielines	Outdoor Process Tielines		
Poplar Creek Facilities D&D	K-27/K-1131 Tieline	Outdoor Process Tielines		
Poplar Creek Facilities D&D	K-31/K-631 Tielines	Outdoor Process Tielines		
Poplar Creek Facilities D&D	K-33/K-31 Tielines	Outdoor Process Tielines		
Poplar Creek Facilities D&D	K-27/K-311 Tielines	Outdoor Process Tielines		
Poplar Creek Facilities D&D	K-312/K-25 Tielines	Outdoor Process Tielines		
Poplar Creek Facilities D&D	K-413/K-312 Tieline	Outdoor Process Tielines		
		Centrifuge Facilities D&D		
Centrifuge Facilities D&D	797	ELECTRICAL SWITCHGEAR ROOM K-1004-J	1,360	1
Centrifuge Facilities D&D	1004	RCW Lines (E K01210/1220) (Above Ground)		
Centrifuge Facilities D&D	1004	RCW Lines (Above Ground)		

WBS Subproject	Property ID	Property Name	Gross SF	No. of Floors
Centrifuge Facilities D&D	1004-J	SPECIAL DEVELOPMENT LAB	7,250	1
Centrifuge Facilities D&D	1004-Q	LABORATORY	1,760	1
Centrifuge Facilities D&D	1004-R	LABORATORY	2,232	1
Centrifuge Facilities D&D	1004-S	LABORATORY	1,860	1
Centrifuge Facilities D&D	1004-T	T-LABORATORY	3,750	1
Centrifuge Facilities D&D	1004-U	OFFICES	2,295	1
Centrifuge Facilities D&D	1004-N-1	COOLING TOWER		
Centrifuge Facilities D&D	1004-NV-1	VALVE HOUSE		
Centrifuge Facilities D&D	1005	OFFICE BUILDING	10,514	2
Centrifuge Facilities D&D	1008-F	OFFICES	6,266	1
Centrifuge Facilities D&D	1010	RECEIVING AND HANDLING FAC.	5,078	2
Centrifuge Facilities D&D	1010-A	RECEIVING AND HANDLING FAC.	4,832	1
Centrifuge Facilities D&D	1023	LABORATORY	25,184	1
Centrifuge Facilities D&D	1052	LABORATORY - ADVANCED MACHANICAL	6,910	1
Centrifuge Facilities D&D	1052-B	COMPONENT TEST FACILITY	4,408	1
ETTP Main Plant D&D	1095-1	MOBIL UNIT - HP SUPPLIES AT 1220		
Centrifuge Facilities D&D	1200	CENTRIFUGE LAB	76,023	1
Centrifuge Facilities D&D	1210	COMPONENT TEST FACILITY	54,602	1
Centrifuge Facilities D&D	1210-A	ADVANCED EQUIPMENT TEST FACILITY	23,904	1
Centrifuge Facilities D&D	1210-B	OFFICE AREA	520	1
Centrifuge Facilities D&D	1211	CTF STORAGE	782	1
Centrifuge Facilities D&D	1220	CENTRIFUGE PLANT DEMO FACILITY	86,128	2
		TSCA Incinerator Facilities D&D		
TSCA Incinerator D&D	1022-6	Air monitoring Station (TSCA1)		
	1028-83	Portal 21 TSCAI Area		
	1204-15	SEWAGE LIFT STATION	210	
TSCA Incinerator D&D	1310-AY	Cool Room (W of 1435-A)	80	1
TSCA Incinerator D&D	1425	WASTE OIL STORAGE	2,700	1
TSCA Incinerator D&D	1425-A	WASTE OIL TANK (22K GAL)	120	
TSCA Incinerator D&D	1425-B	WASTE OIL TANK (22K GAL)	120	
TSCA Incinerator D&D	1425-C	WASTE OIL TANK (22K GAL)	120	
TSCA Incinerator D&D	1425-D	WASTE OIL TANK (22K GAL)	120	
TSCA Incinerator D&D	1425-E	WASTE OIL CONTAINMENT DIKE	120	
TSCA Incinerator D&D	1430	TSCAI MAINTENANCE SHOPS	3,200	1
TSCA Incinerator D&D	1430-A	Portable Office Building		
TSCA Incinerator D&D	1430-B	Portable Instrument Shop		
TSCA Incinerator D&D	1435-A	OFFICE, LAB, CONTROL BLDG	3,450	1
TSCA Incinerator D&D	1435-AB	Storage Tent		
	1435-AC	Sealand for Steam Generator		
	1435-AD	AIR compressor Bldg.		
	1435-AE	Wastewater Treatment Trailer		
	1435-AF	Wastewater Treatment Trailer		
	1435-AG	Wastewater Accumulation Tank		
	1435-AH	Wastewater Accumulation Tank		
	1435-AK	Wastewater Caustic Storage Tank		
	1435-AL	TSCA PDCC Mobile Mini		
TSCA Incinerator D&D	1435-B	DRUM STORAGE & DRUM HANDLING	4,950	1
TSCA Incinerator D&D	1435-B1	FIREWATER RISER BUILDING (SOUTH)		
TSCA Incinerator D&D	1435-B2	FENCED STORAGE AREA		

SECTION C ATTACHMENT A- LIST OF ETTP FACILITIES

WBS Subproject	Property ID	Property Name	Gross SF	No. of Floors
TSCA Incinerator D&D	1435-C	TNK FARM & DRUM STRG -->TNKER UNLOAD	16,500	
TSCA Incinerator D&D	1435-C1	Building Office Cool Down		
TSCA Incinerator D&D	1435-D	INCINERATOR FACILITY	4,950	
TSCA Incinerator D&D	1435-D1	BATTERY CHARGING STATION		
TSCA Incinerator D&D	1435-D2	FIREWATER RISER BUILDING (EAST)	48	
TSCA Incinerator D&D	1435-D4	STORAGE BLDG TENT RUBB K-1435-D4		
TSCA Incinerator D&D	1435-E	MAINTENANCE FIELD OFFICE	420	1
TSCA Incinerator D&D	1435-F	INSTRUMENT SHOP IN D A	420	1
TSCA Incinerator D&D	1435-I	Office Trailer	1,250	
TSCA Incinerator D&D	1435-I1	Office Trailer		
TSCA Incinerator D&D	1435-J	MOTOR CONTROL CENTER	336	1
TSCA Incinerator D&D	1435-K	NITROGEN BOTTLE STATION	336	1
TSCA Incinerator D&D	1435-L	FIRE FOAM HOUSE	100	1
TSCA Incinerator D&D	1435-M	EQUIPMENT TENT	2,400	
TSCA Incinerator D&D	1435-N	STORAGE TENT RUBB Building	2,400	
TSCA Incinerator D&D	1435-P	NITROGEN BOTTLE STATION	40	1
TSCA Incinerator D&D	1435-Q	OFFFICE TRAILER		
TSCA Incinerator D&D	1435-R	Office Trailer	1,344	
TSCA Incinerator D&D	1435-S	Office Trailer	1,344	
TSCA Incinerator D&D	1435-V	Conference and Lunch Room Trailer	1,680	
TSCA Incinerator D&D	1435-W	Changehouse Trailer	1,550	
	1435WWTS	TSCA Waste Water Treatment System		
TSCA Incinerator D&D	1435-X	Computer Trailer	420	
TSCA Incinerator D&D	1435-Z	Trailer Restrooms	588	
		Balance of Facilities		
	K-1423 Area			
Balance of Facility D&D	1028	Gate House Portal 4		
Balance of Facility D&D	1028	Gate House Portal At K-1417 (Closed)		
	1028-76	Portal 14 North K-1423	2,052	1
	1028-79	Portal 17 South K-1423		
	1204-14	SEWAGE LIFT STATION		
	1310-JK	Breakroom Trailer		
	1310-JL	Office Trailer		
	1310-MU	Conex Storage Container		
	1310-NG	PRDI Trailer		
Balance of Facility D&D	1407	North Sample Station		
Balance of Facility D&D	1775	Office Trailer		
ETTP Main Plant D&D	1423	K-1423 REPACK FACILITY	21,168	1
TSCA Incinerator D&D	1423-H	RUBB Tent		
	Substations			
Balance of Site D&D-Utilities Grou	K-700-A-02	North of K-1414		
Balance of Site D&D-Utilities Grou	K-700-A-19	West of K-1034-A		
Balance of Site D&D-Utilities Grou	K-700-A-26	Northwest of K-1225		
Balance of Site D&D-Utilities Grou	K-700-A-27	West of K-1515		
Balance of Site D&D-Utilities Grou	K-700-A-28	East of K-1513		
Poplar Creek Facilities D&D	K-700-A-48	North K-633		
Balance of Site D&D-Utilities Grou	K-700-A-51	Brick part of K-1007		
Balance of Site D&D-Utilities Grou	K-700-A-64	East of K-1200		
Balance of Site D&D-Utilities Grou	K-700-A-65	West of K-1200		

SECTION C ATTACHMENT A- LIST OF ETTP FACILITIES

WBS Subproject	Property ID	Property Name	Gross SF	No. of Floors
Balance of Site D&D-Utilities Grou	K-700-A-69	North of K-1652		
	K-700	West of K-1580		
	K-700	West of K-892		
	K-700	In K-1006		
	K-700	In K-797		
	K-700	South of K-1004-L		
	K-700	East of K-1330		
	K-700	Switching, East of K-26		
	K-700	In K-1007 Rm 1004		
	Powerhouse Area			
	1310-RJ	Sealand Office	160	
	1310-LG	Sealand Storage at Portal 10	160	
	1310-LV	Sealand Storage at Portal 10	160	
	1313-F	Sodium Material/Shields Building	7,500	1
	705-A	Trash Barrier		
	705-C	Intake Tunnel		
	708-E	SCALE HOUSE AND PIT	96	1
	1252	K700 Barge Facility		
	Oil Containment Pits			
	897-A	Oil Containment Structure (NE K-33)		
	897-B	Oil Containment Structure (NW K-1025-E)		
	897-J	Oil Containment Structure (S PORTAL 9)		
	897-N	Oil Containment Structure (SW K-33)		
	897-P	Oil Containment Structure (NW K-33)		
	899-J	BLOW DOWN VALVE VAULT		
	899-L	VALVE VAULT		
	899-M	BLOW DOWN VALVE VAULT		
	899-N	BLOW DOWN VALVE VAULT		
	899-P	SANITARY WATER VALVE VAULT		
	901-A-842	k-901-A SAMPLING STATION	795	
	901-A-SDA	NORTH WASTE DISPOSAL AREA		
	901-WDA	SOUTH WASTE DISPOSAL AREA		
	Miscellaneous Facs.& Structures			
ETTP Main Plant D&D	720-A	STORAGE BUILDING (E K-1414)	450	1
	721	GAS LOCK METER VAULT		
	795-A	Sprinkler Valve House Vault #2		
	795-B	Sprinkler Valve House Vault #1		
	795-C	Sprinkler Valve House Vault #4		
	795-D	Sprinkler Valve House Vault #3		
	801-AA	VALVE VAULT		
	801-BB	Valve Vault		
	801-CC	Valve Vault		
	Zone 1 RA			
Zone 1	725	Cooling Tower (Foundation Only)		
Zone 1	733	Oil Tank		
Zone 1	770	Former Scrap Metal Storage Yard		
	Zone 2 RA			
Zone 2	1775	Maintenance Laydown Yard		

SECTION C ATTACHMENT A- LIST OF ETTP FACILITIES

WBS Subproject	Property ID	Property Name	Gross SF	No. of Floors
	Zone 2 RA K-27/29 Area			
Zone 2	631	Contaminated Soil - Throughout PC Area		
Zone 2	1131	Foundation Only		
Zone 2	1131	Neutralization Pile (ER Site)		
Zone 2	1131	Feed Facility Pad		
Zone 2	1232	Nutralization Pit		
	Zone 2 RA Mitchell Branch Area			
Zone 2	1407	K-1407-C Soil		
Zone 2	1407	Contaminated Debris Landfill		
Zone 2	1417	Storage Yard		
Zone 2	1417	K-1417 Soil		
Zone 2	1421	Incinerator Area (Slab Only)		
	Zone 2 RA/K-1064 Pensula Area			
Zone 2	1064	Poplar Creek Disposal Area #1		
Zone 2	1064	Former Salvage Yard		
	Zone 2 RA K-25 Area			
Zone 2	1410	Neutralization Pit		
	Zone 2 RA K-1401/K1070 C/D Area			
Zone 2	1413	1413 Process Lines, Pits		
Balance of Site D&D-Utilities Grou	802	RECIRCULATING WATER PUMP HOUSE (OMI)	11,175	1
Balance of Site D&D-Utilities Grou	802-A	SPRINKLER VALVE HOUSE		
Balance of Site D&D-Utilities Grou	802-AA	MAKEUP WATER METER PIT FOR K-802-A		
Balance of Site D&D-Utilities Grou	802-B	SPRINKLER VALVE HOUSE		
Balance of Site D&D-Utilities Grou	802-BB	MAKE-UP METER PIT FOR K-802-B		
Balance of Site D&D-Utilities Grou	802-C	Sprinkler Valve House (Not on Map)		
Balance of Site D&D-Utilities Grou	802-CC	832 MAKE-UP METER PIT (Not on Map)		
Balance of Site D&D-Utilities Grou	802-S	Acid Tank		
Balance of Site D&D-Utilities Grou	803	VALVE HOUSE	156	1
Balance of Site D&D-Utilities Grou	804	VALVE HOUSE	156	1
	807	COOLING WATER VENTURI VAULT		
	808	COOLING WATER VENTURI VAULT		
	809	COOLING WATER VENTURI VAULT		
	810	COOLING WATER VENTURI VAULT		
	811	COOLING WATER VENTURI VAULT		
	812	COOLING WATER VENTURI VAULT		
	813	COOLING WATER VENTURI VAULT		
Balance of Site D&D-Utilities Grou	814	RADIO REPEATER - MCKINNEY RIDGE SITE	180	1
	873	VALVE VAULT, RCW (K-892-J)		
Balance of Site D&D-Utilities Grou	892	K-892 PUMPHOUSE & LAYDOWN AREA	23,202	1
	892-BB	VALVE VAULT, CLARIFIER B		
	893-A	VALVE VAULT, RCW		
	893-AA	VALVE VAULT, RCW		
	893-B	VALVE VAULT, RCW		
	893-BB	VALVE VAULT, RCW		
	893-C	VALVE VAULT, RCW		
	893-CC	VALVE VAULT, RCW		
	893-D	VALVE VAULT, RCW		
	893-DD	VALVE VAULT, RCW		
	893-E	VALVE VAULT, RCW		

WBS Subproject	Property ID	Property Name	Gross SF	No. of Floors
	893-EE	VALVE VAULT, RCW		
	893-F	VALVE VAULT, RCW		
	893-FF	VALVE VAULT, RCW		
	893-G	VALVE VAULT, RCW		
	893-H	VALVE VAULT, RCW		
	893-J	VALVE VAULT, RCW		
	893-K	VALVE VAULT, RCW		
	893-L	VALVE VAULT, RCW		
	893-M	VALVE VAULT, RCW, E OF 892B		
	893-N	VALVE VAULT, RCW		
	893-O	VALVE VAULT, RCW		
	893-P	VALVE VAULT, RCW		
	893-Q	VALVE VAULT, RCW		
	893-R	VALVE VAULT, RCW		
	893-S	VALVE VAULT, RCW		
	893-T	VALVE VAULT, RCW		
	893-U	VALVE VAULT, RCW		
	893-V	VALVE VAULT, RCW		
	893-W	VALVE VAULT, RCW		
	893-X	VALVE VAULT, RCW		
	893-Y	VALVE VAULT, RCW		
	893-Z	VALVE VAULT, RCW		
	1022-1	K-1022 AIR SAMPLING MONITOR		
	1022-F1	K-1022 AIR SAMPLING MONITOR Near 901		
	1022-02	AIR SAMPLING MONITOR (K2)		
	1022-03	AIR SAMPLING MONITOR (K3)		
	1022-13	PERIMETER AIR MONITORING STA #33		
	1022-15	PERIMETER AIR MONITORING STA #42		
	1022-16	PERIMETER AIR MONITORING STA #43		
	1028-72	Gate House Portal 11		1
	1034-A	PLANT RECORDS VAULT	8,374	1
ETTP Main Plant D&D	1045	Fire Department Storage Area	824	1
	1060	CENTRAL MATERIAL YARD		
ETTP Main Plant D&D	1061	OIL STORAGE BUILDING	1,200	1
	1065-A	RCRA STORAGE FACILITY	32,000	1
	1065-B	RCRA STORAGE FACILITY	48,000	1
Surveillance and Maintenance	1065-C	RCRA STORAGE FACILITY	48,000	1
on these Storage Facilities	1065-D	RCRA STORAGE FACILITY	48,000	1
	1065-E	RCRA STORAGE FACILITY	48,000	1
	1065-F	Flammable Storage Building	700	1
	1065-G	Flammable Storage Building	700	1
	1065-H	Flammable Storage Building	700	1
Balance of Site D&D-Utilities Grou	1064-K	SALT SHED	5,367	1
ETTP Main Plant D&D	1095	Power Ops Shop	16,402	1
ETTP Main Plant D&D	1098-F	K-1098 Power Ops Maintenance	2,400	
Balance of Site D&D-Utilities Grou	1028-55	GATE HOUSE PORTAL 7	1,430	1
Balance of Site D&D-Utilities Grou	1028-56	Portal #8 Gate House	250	1
Balance of Site D&D-Utilities Grou	1028-65	GATE HOUSE PORTAL 3	249	1
Balance of Site D&D-Utilities Grou	1028-72	GATE HOUSE PORTAL 11	105	1

WBS Subproject	Property ID	Property Name	Gross SF	No. of Floors
	1028-73	GATE HOUSE PORTAL 12	61	1
	1028-77	Portal 15 West K-310-2	1,080	1
	1028-78	Portal 16 North K-1423		
	1028-80	Portal 18 North K-1037		
	1028-81	Portal 19 South K-312-3		
	1028-84	Portal 22 Northwest K-1037		
	1070-B	Burial Ground		
Balance of Site D&D-Utilities Grou	1206-D	Fire Water Tank McKinney Ridge		
ETTP Main Plant D&D	1208	METEOROLOGICAL TOWER		
ETTP Main Plant D&D	1209	METEOROLOGICAL TOWER		
ETTP Main Plant D&D	1209-A	THUNDERSTORM INDICATOR		
ETTP Main Plant D&D	1209-B	DOPPLER SONAR UNIT		
Balance of Site D&D-Utilities Grou	1217	North Truck Access Modular Bldg.	700	1
Balance of Site D&D-Utilities Grou	1217-A	INSPECTION SHELTER		
Balance of Site D&D-Utilities Grou	1217-B	INSPECTION SHELTER		
ETTP Main Plant D&D	1234	PROPANE TANK STORAGE		
ETTP Main Plant D&D	1234-A	VALVE HOUSE ON 10" F.W.	50	
Surveillance and Maintenance	1250-2	VEHICLE BRIDGE BETWEEN K-27 & 31		
Surveillance and Maintenance	1250-3	VEHICLE BRIDGE BETWEEN K-25 & 33		
	1253-1	ETTP Public Warning System		
	1253-2	ETTP Public Warning System		
	1253-3	ETTP Public Warning System		
	1253-4	ETTP Public Warning System		
	1253-5	ETTP Public Warning System		
	1253-6	ETTP Public Warning System		
	1253-7	ETTP Public Warning System		
	1253-8	ETTP Public Warning System		
	1253-9	ETTP Public Warning System		
	1253-10	ETTP Public Warning System		
	1253-11	ETTP Public Warning System		
	1253-12	ETTP Public Warning System		
	1253-13	ETTP Public Warning System		
	1253-14	ETTP Public Warning System		
	1253-15	ETTP Public Warning System		
	1253-16	ETTP Public Warning System		
	1253-17	ETTP Public Warning System		
	1253-18	ETTP Public Warning System		
ETTP Main Plant D&D	1310-DD	Lock Shop		
Balance of Site D&D-Utilities Grou	1310-AH	Office Trailer		
Balance of Site D&D-Utilities Grou	1310-BM	Trailer		1
Waste Storage Building Area	1310-BQ	Trailer		
Central Neutralization Fac. D&D	1310-CD	Office Trailer		
Balance of Site D&D-Utilities Grou	1310-DN	STORAGE BUILDING	888	1
Balance of Site D&D-Utilities Grou	1310-DF	Office Trailer		
Waste Storage Building Area	1310-FS	Trailer		
Waste Storage Building Area	1310-FT	Trailer		
Waste Storage Building Area	1310-FU	Trailer		
Balance of Site D&D-Utilities Grou	1310-FW	Trailer		1
	1310-GA	Office Trailer		

WBS Subproject	Property ID	Property Name	Gross SF	No. of Floors
	1310-GH	GATE HOUSE	120	1
	1310-GS	Office Trailer		
Waste Storage Building Area	1310-GW	Office Trailer		
	1310-HF	Breakroom Trailer		
Waste Storage Building Area	1310-HQ	Office Trailer		
Waste Storage Building Area	1310-HU	Office Trailer		
	1310-JA	Office Trailer (South of 9th St.)		
Balance of Site D&D-Utilities Gro	1310-JH	Trailer		1
	1310-JM	Restroom Trailer		
	1310-JT	Office Trailer		
	1310-JW	Office Trailer		
	1310-JZ	Office Trailer		
	1310-KC	Storage Sealand		
	1310-KD	Office Trailer		
	1310-KU	Office Sealand		
	1310-KV	Office Sealand		
	1310-LH	Sealand Storage		
	1310-LM	BJC Office Trailer		
	1310-LN	WSMS Office Trailer Portal 6		
	1310-LP	WSMS Dispatch Trailer Portal 6		
	1310-LQ	WSMS Restroom Trailer		
	1310-LR	WSMS Breakroom Trailer		
	1310-LS	WSMS Radcon Trailer		
	1310-LT	RSI Office/Storage Trailer		
	1310-LU	Sealand Storage		
	1310-MC	WSMS Maintenance Trailer		
	1310-MD	WSMS Canopy Area		
	1310-ME	WSMS Maintenance Trailer		
	1310-MF	Office Trailer		
	1310-MT	Conex Storage		
	1310-MV	RSI 5 Wide Offices		
	1310-MY	SEC Office Trailer		
	1310-MZ	SEC Lab Trailer		
	1310-ND	BCS Trailer		
	1310-NR	Office Trailer		
	1310-NS	Conex Storage		
	1310-NT	Conex Storage		
	1310-NU	Conex Storage		
	1310-NV	Conex Storage		
	1310-NW	Conex Storage		
	1310-NX	Conex Storage		
	1310-NY	Conex Storage		
	1310-NZ	Conex Storage		
	1310-PB	Conex Storage		
	1310-PC	Conex Storage		
	1310-PD	Conex Storage		
	1310-PE	Mobile Mini Storage		
	1310-PF	Conex Storage		
	1310-PG	Conex Storage		

WBS Subproject	Property ID	Property Name	Gross SF	No. of Floors
	1310-PK	Mobile Mini Storage		
	1310-PL	Restroom Trailer		
	1310-PT	Craft Break Room		
	1310-RB	Mechanics Shed		
	1310-RD	Breakroom Trailer		
	1310-RE	Office Trailer		
	1310-RF	Office/Break Trailer		
	1310-RG	Unassigned		
Waste Storage Building Area	1310-RH	Changehouse Trailer		
	1310-RL	Mobile Mini Storage		
	1313-H	WSMS Transportation Rubb Tent		
	1313-J	Electrical Maintenance Rubb Tent		
	1314-A	Trailer		
	1314-E	Storage Building		
	1316-A	Office Trailer	4,760	1
	1316-B	Office Trailer	4,760	1
	1316-C	Breakroom Trailer		
	1316-D	Changehouse Trailer	1,920	1
	1316-G	Laundry Storage		
	1316-H	Laundry Mini		
	1316-J	Maintenance Shop Warehouse	9,800	1
	1316-K	Maintenance Storage Tent		
	1316-L	Mobile Mini Office		
	1316-M	Mobile Mini Office		
	1316-Q	Trailer, Triple-wide, Maintenance Shop	2,376	1
	1316-R	Trailer, Triple-wide, Maintenance Shop	2,016	1
	1316-S	Trailer, 5-wide, Maintenance Shop	3,600	1
	1316-T	Office Trailer		
	1317	Procurement Warehouse	9,800	1
	1317A	Central Receiving Office Trailer		
	1317B	Central Receiving Restroom Trailer		
ETTP Main Plant D&D	1414	GARAGE & GAS STATION	15,191	1
ETTP Main Plant D&D	1414-C	STORAGE SHED	12,706	
ETTP Main Plant D&D	1501-H	MAINTENANCE FACILITY	1,860	1
ETTP Main Plant D&D	1501-V	MAINTENANCE FACILITY		
ETTP Main Plant D&D	1501-W	MAINTENANCE FACILITY		
	1515-E	Water Plant Lagoons		
	1515-F	Water Plant Lagoons		
	1535	SANITARY WATER METERING PIT		
	1536	SANITARY WATER METERING PIT		
	1537	SANITARY WATER METERING PIT		
	1538	SANITARY WATER METERING PIT		
	1539	SANITARY WATER METERING PIT		
	1540	SANITARY WATER METERING PIT		
	1541	SANITARY WATER METERING PIT		
	1542	SANITARY WATER METERING PIT		
	1543	SANITARY WATER METERING PIT		
	1544	SANITARY WATER METERING PIT		

SECTION C ATTACHMENT A- LIST OF ETTP FACILITIES

WBS Subproject	Property ID	Property Name	Gross SF	No. of Floors
ETTP Main Plant D&D	1006	Materials and Chemistry Lab	27,189	2
	1547	VISITORS OVERLOOK	313	1
	1704-1	PERSONNEL MONITORING STATION	196	1
	1704-2	PERSONNEL MONITORING STATION	196	1
Leased Facilities are currently not contractor responsibility				

Section C, Attachment B - ORNL Y-12 Facility List

Facility Number	Facility Name	Site	Status	Occupied
0807	Cs-137 Tagged Area for Radionuclide Runoff Studies North of 0800 access road	ORNL	Active	N
0814	Trailer in the 0800 Area	ORNL	Active	N
0816	Experimental Study Area (0800 Area)	ORNL	Active	N
0830	White Oak Creek Sediment Control Facility	ORNL	Active	N
0853	White Oak Creek Tributaries	ORNL	Active	N
0857	Goat Building in the 0800 area	ORNL	Active	N
0900	ORNL Firing Range	ORNL	Active	N
1001	SWSA 3 Burial Grounds	ORNL	Active	N
11-1	White Wing Scrap Yard	Y12	Active	N
13822	Empty Helium Tank	ORNL	Active	N
1554	Contractors' Landfill (West of SWSA 3)	ORNL	Active	N
1562	Scrap Metal Area	ORNL	Active	N
2016A	Corehole 8 Pump Station 1	ORNL	Active	N
2016B	Corehole 8 Pump Station 2	ORNL	Active	N
2016C	Corehole 8 Groundwater Collection and Transfer	ORNL	Active	N
2026A	2026A Grouted Tank	ORNL	Active	N
2026A	LLLW Lines & Leak Sites - 2026A	ORNL	Active	N
2032	MH240 Monitoring Station	ORNL	Active	N
2034	MH95 Monitoring Station	ORNL	Active	N
2099	MCS for Building 2026 (LLLW Tank F-1401)	ORNL	Active	N
2101	LGWO Changehouse	ORNL	Active	Y
2508	Instrument Trailer for Sludge Mobilization	ORNL	Active	N
2531	LLLW Evaporator	ORNL	Active	N
2531 LLLW	LLLW Lines & Leak Sites East of Bldg 2531	ORNL	Active	N
2532	HLW Storage Cooling Pumphouse	ORNL	Active	N
2533	Cell Ventilation Filter Pit	ORNL	Active	N
2534	Off-Gas Filter Pit	ORNL	Active	N
2535	Cooling Tower #1 (For Evaporator A2)	ORNL	Active	N
2537	Evaporator Service Tanks	ORNL	Active	N
2539	Cooling Tower #2 (For Evaporator 2A2)	ORNL	Active	N
2568	Off Gas/Cell Ventilation Filters for Bldgs 2531 & 2537	ORNL	Active	N
2600	BV Storage Tanks	ORNL	Active	N
2600 LLLW	LLLW Lines & Leak Sites, General Isotopes Area	ORNL	Active	N
2624	SWSA 1 Burial Grounds	ORNL	Active	N
2649	Transported Waste Receiving Facility	ORNL	Active	N
2650	Evaporator Chemical Addition Shed	ORNL	Active	N
2651	2600 Area Diesel Generator	ORNL	Active	N
2657	MH243 Monitoring Station	ORNL	Active	N
2658	F-4005 Monitoring Station	ORNL	Active	N

Section C, Attachment B - ORNL Y-12 Facility List

Facility Number	Facility Name	Site	Status	Occupied
2660	WESKEM Offices	ORNL	Active	Y
3001	Oak Ridge Graphite Reactor	ORNL	Active	Y
3001-3003 SCA	Underground Exhaust Ducts Soil Contamination	ORNL	Active	N
3001/ 3019 SCA	Graphite Reactor Canal Contaminated Soil	ORNL	Active	N
3001B	Grounds at Inactive LLLW Collection Tank 3001B	ORNL	Active	N
3002	OGR Filter House & Canal	ORNL	Active	N
3002A	LLLW tank	ORNL	Active	N
3003 Rm 110	OGR Fan House	ORNL	Active	N
3003A	Grouted LLLW Tank	ORNL	Active	N
3003A Soil	Grounds at Drain Tank South of 3003	ORNL	Active	N
3004B Soil	Grounds at IN/Active LLLW Collection Tank 3004B	ORNL	Active	N
3005	Low-Intensity Test Reactor	ORNL	Active	N
3009	BSR 3009 - Pumphouse	ORNL	Active	N
3010	Bulk Shielding Reactor Facility	ORNL	Active	N
3013 Soil	Grounds at Inactive LLLW Collection Tank 3013	ORNL	Active	N
3018	OGR Stack	ORNL	Active	N
3019 SCA	3019 Contaminated Surfaces & Soil from 1959 Explosion	ORNL	Active	N
3019B				
3019B	High Radiation Level Analytical Facility (transferred to UTB)			
3019B N LLLW	LLLW Lines & Leak Sites - North of Building 3019	ORNL	Active	N
3019B SW LLLW	LLLW Lines & Leak Sites - SW Corner of Building 3019	ORNL	Active	N
3020 E LLLW	LLLW Lines & Leak Sites - East of Building 3020	ORNL	Active	N
3020 S LLLW	LLLW Lines & Leak Sites - South of Building 3020	ORNL	Active	N
3020 Stack	Contamination at Base of 3020 Stack	ORNL	Active	N
3023 Soil	Grounds at North Tank Farm (Includes W-1 W-2 W-3 W-4, W1-A W11 W13 W-14 W-15)	ORNL	Active	N
3025E-DL	Bethel Valley LLW System	ORNL		
3026 UBC LLLW	LLLW Lines & Leak Sites - Underneath Building 3026	ORNL	Active	N
~~3026C~~	~~Krypton-85 Enrichment Facility (TRANSFERRED TO UT-B)~~	~~ORNL~~	~~TBD~~	
~~3026D~~	~~Segmenting Hot Cell Facility (TRANSFERRED TO UT-B)~~	~~ORNL~~	~~TBD~~	
3028	Alpha Powder Facility	ORNL	Active	
3028 LLLW	LLLW Lines & Leak Sites - Building 3028	ORNL	Active	N
3029	Source Development Laboratory	ORNL	Active	
3030	Radioisotope Production Laboratory - C	ORNL	Active	N
3031	Radioisotope Production Laboratory - D	ORNL	Active	N

Facility Number	Facility Name	Site	Status	Occupied
3032	Radioisotope Production Laboratory - E	ORNL	Active	N
3033	Radioactive Gas Processing Facility	ORNL	Active	N
3033A	Radioactive Production Laboratory - Annex	ORNL	Active	N
3038	Radioisotopes Laboratory	ORNL	Active	N
3039	Central Radioactive Gaseous Disposal Facility	ORNL	Active	N
3039-D6	3106 Ventilation Duct	ORNL	Active	
3042	Oak Ridge Research Reactor	ORNL	Active	N
3047 UBC LLLW leak	LLLW Lines & Leak Sites - Underneath Building 3047	ORNL	Active	N
3075 Soil	Decommissioned LITR Ponds	ORNL	Active	N
3082 W LLLW	LLLW Lines & Leak Sites - West of Building 3082	ORNL	Active	N
3083	Neutron Flight Tube Building	ORNL	Active	N
3085	Pumphouse for ORR	ORNL	Active	N
~~3085A Soil~~	~~Grounds at 20000 Gallon Water Tank~~	~~ORNL~~	~~Active~~	~~N~~
~~3085B Soil~~	~~Grounds at 20000 Gallon Water Tank~~	~~ORNL~~	~~Active~~	~~N~~
3092	Off-Gas Scrubber	ORNL	Active	N
3092 LLLW	LLLW Lines & Leak Sites - Building 3092 Area	ORNL	Active	N
3093	Krypton-85 Storage Cubicle	ORNL	Active	N
~~3098~~	~~Filter House/Isotope Area Ductwork~~	~~ORNL~~	~~Active~~	~~N~~
~~3098~~	~~Process Off Gas Filterhouse (BSR)~~	~~ORNL~~	~~Active~~	~~N~~
3099	Storage Pad	ORNL	Active	N
~~3102~~	~~Heat Exchanger No. 2 - ORR~~	~~ORNL~~	~~Active~~	~~N~~
~~3103~~	~~Cooling Tower Basin ORR~~	~~ORNL~~	~~Active~~	~~N~~
3105	LGWOD Health Physics Office	ORNL	Active	Y
3106	4500 Area Filters	ORNL	Active	N
3107	Neutron Flight Tube Building	ORNL	Active	N
3109	Process Off-Gas (POG) Filters for ORR	ORNL	Active	N
3110	Cell Vent Filter House	ORNL	Active	N
3117	BSR cooling tower basin	ORNL	Active	N
~~3117A~~	~~Building 3117A-Sulfuric Acid Tank~~	~~ORNL~~	~~Active~~	~~N~~
3118	Radioisotope Production Laboratory - H	ORNL	Active	N
~~3119~~	~~Pumphouse~~	~~ORNL~~	~~Active~~	~~N~~
3125	3039 Stack Area Emergency Generator	ORNL	Active	N
3126	Normal Off-gas (NOG) Charcoal Filter for ORR	ORNL	Active	N
3127	LGWO Documentation Mgmt. Storage	ORNL	Active	N
3130	Waste Operations Control Center	ORNL	Active	Y
3133	BV Valve Box 1A	ORNL	Active	N
3139	Cell Ventilation Filter for ORR	ORNL	Active	N
~~3140~~	~~3026 C/D Filter House~~	~~ORNL~~	~~Active~~	~~N~~
3145	LLLW Storage Building	ORNL	Active	N
3151	MH25 Monitoring Station	ORNL	Active	N

Facility Number	Facility Name	Site	Status	Occupied
3154	MH112 Monitoring Station	ORNL	Active	N
3155	MH114 and MH234 Monitoring Station	ORNL	Active	N
3158	3025/3026 & Isotope Area CV Duct Monitoring Station	ORNL	Active	N
3159	3500 Area & 4500 Area CV Duct Monitoring Station	ORNL	Active	N
3165	Grounds at ORR 10000 Gallon Decay tank	ORNL	Active	N
3500 W LLLW	LLLW Lines & Leak Sites - Sewer Near Building 3500	ORNL	Active	N
3502B	Concentrator #4	ORNL	Active	N
3503 Area Soil	Mercury Contaminated Soil	ORNL	Active	N
3503 LLLW	LLLW Lines & Leak Sites - Building 3503 Ground Contamination	ORNL	Active	N
~~3504LLLW~~	~~3504 WC-10 LLLW Collection Tank~~	ORNL	Active	
3505	GAAT Maint.Tent & 3505 Staging Area	ORNL	Active	N
3505 T1	NaOH sto. Tk.	ORNL	Active	N
3505 T2	H2SO4 sto. Tk.	ORNL	Active	N
3507 Soil	Grounds at South Tank Farm (Includes W-5 W-6 W-7 W-8 W-9 W-10 W-11)	ORNL	Active	N
3512	Decommissioned Waste Holding Basin	ORNL	Active	N
3513	Waste Holding Basin (B)	ORNL	Active	N
3515	Fission Product Pilot Plant	ORNL	Active	N
3515 SCA	FPPP Contaminated Soil	ORNL	Active	N
3515 UBC	LLLW Lines & Leak Sites - Underneath Building 3515	ORNL	Active	N
3517	Fission Product Development Lab	ORNL	Active	N
3517 FPDL	FPDL LLW Transfer Line Between 3517 & Central Avenue	ORNL	Active	N
3517 SCA	Filter Pit (Fission Product Development Lab) Soil Contamination	ORNL	Active	N
3518	Neutralization Plant	ORNL	Active	N
3518 W LLLW	LLLW Lines & Leak Sites - Building 3518 West	ORNL	Active	N
3518A	LGWO Storage Building	ORNL	Active	N
3524	Waste Holding Basin (A)	ORNL	Active	N
3525 LLLW	LLLW Lines & Leak Sites - Building 3525 to a Sump	ORNL	Active	N
3539	Waste Holding Basin (C)	ORNL	Active	N
3540	Waste Holding Basin (D)	ORNL	Active	N
3542	Storage Building	ORNL	Active	N
3544	Process Waste Treatment Complex (Rad)	ORNL	Active	N
3544B	Filter Press Building at Bldg. 3544	ORNL	Active	N
3547	FPDL Filter House	ORNL	Active	N
3548	FPDL Filter House	ORNL	Active	N
3550 UBC	LLLW Lines & Leak Sites - Underneath Building 3550	ORNL	Active	N
3592 Area MCA	Mercury Contaminated Soil	ORNL	Active	N

Section C, Attachment B - ORNL Y-12 Facility List

Facility Number	Facility Name	Site	Status	Occupied
3594	Waste Management Storage Building	ORNL	Active	N
3597	Hot Storage Garden	ORNL	Active	N
3608	Process Waste Treatment Complex (Non-Rad)	ORNL	Active	Y
3613	DB Monitoring Station	ORNL	Active	N
3614	MH190 Monitoring Station	ORNL	Active	N
3615	MH235 Monitoring Station	ORNL	Active	N
3616	MH149 Monitoring Station	ORNL	Active	N
3617	MH229 Monitoring Station	ORNL	Active	N
3618	Bldg over Tanks WC-10 to WC-15_ WC-17	ORNL	Active	N
3618 LLLW	3618 LLLW WC-10 Tank Farm	ORNL	Active	
3620	Hot Off-Gas Collection Tank F-2175	ORNL	Active	N
3623	FPDL Filter House	ORNL	Active	N
3624	FPDL Flammable Storage Cabinet	ORNL	Active	N
3626	GAAT Control trailer	ORNL	Active	N
3627	AGAAT Break Trailerrea around tent and sto. Bldg.	ORNL	Active	N
~~3906 LLLW~~	~~3906 TH-4 LLLW Collection Tank~~	ORNL	Active	
4001	Process Waste Pumping Station	ORNL	Active	
4003	SWSA #2 Burial Ground	ORNL	Active	
4411	Groundwater monitoring well	ORNL	Active	N
4501 Area MCA	Mercury Contaminated Soil	ORNL	Active	N
4501P	LLLW tank	ORNL	Active	N
4507	High Radiation Level Chemical Development Lab	ORNL	Active	N
4508 Area Soil	Mercury Contaminated Soil	ORNL	Active	N
4508 N LLLW	LLLW Lines & Leak Sites - Building 4508, North	ORNL	Active	Y
4556	Filter Pit for Building 4507	ORNL	Active	N
6556 A	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N
6556 B	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N
6556 C	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N
6556 D	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N
6556 E	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N
6556 G	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N
6556 J	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N
6556 K	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N
6556 L	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N
6556 M	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N
6556 Q	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N

Facility Number	Facility Name	Site	Status	Occupied
6556 R	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N
6556 S	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N
6556 ST1	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N
~~6556 ST2~~	~~ORNL ER Facility & Laboratory Trailers (transferred to UTB)~~	~~ORNL~~	~~Active~~	~~N~~
6556 ST3	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N
6556 ST4	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N
6556 ST5	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N
6556 ST6	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N
6556 ST8	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N
6556 ST9	ORNL ER Facility & Laboratory Trailers	ORNL	Active	N
6556 T	HRE D&D Trailers	ORNL	Active	N
7002A	Grounds abandoned at underground waste oil sto. Tk.	ORNL	Active	N
7019 Area	Thorium Storage Silos	ORNL	Active	N
7025	Tritium Target Facility	ORNL	Active	N
7078 A	ORNL ER Facility	ORNL	Active	Y
7078 B	ORNL ER Facility	ORNL	Active	Y
7078 C	ORNL ER Facility	ORNL	Active	Y
7078 D	ORNL ER Facility	ORNL	Active	Y
7078 E	ORNL ER Facility (Burned/Taken to Landfill)	ORNL	Active	Y
7078 F	ORNL ER Facility (moved to K27 Project)	ETTP	Active	
7500	Homogeneous Reactor Experiment	ORNL	Active	N
7502	Radioactive Waste Evaporator (Bldg. 7500)	ORNL	Active	N
7503	Molten Salt Reactor Experiment (MSRE) Facility	ORNL	Active	Y
7505	LGWOP Maintenance Support Offices - SLAB ONLY	ORNL	Active	N
7506	LGWOP Maintenance Support Shop	ORNL	Active	Y
7507	Hazardous Waste Storage Facility	ORNL	Active	
7507W	Mixed Waste Storage	ORNL	Active	N
7509	MSRE Office Building	ORNL	Active	Y
7511	CVS Filter Pit	ORNL	Active	
7512	Radiator Shack	ORNL	Active	N
7514	Supply Air Filter House	ORNL	Active	N
7516	MSRE Field Service Shop	ORNL	Active	Y
7554	Cooling Tower Basin (for Building 7500)	ORNL	Active	N
7555	MSRE Diesel Generator House (for 7503)	ORNL	Active	Y
7556	Homogeneous Reactor Experiment (HRE) Pond	ORNL	Active	N

Facility Number	Facility Name	Site	Status	Occupied
7557	Charcoal Absorber Pit (for Building 7500)	ORNL	Active	N
7558	Waste Evaporator Loading Pit (for Bldg. 7500)	ORNL	Active	N
7559	Charcoal Absorber Valve Pit (for Bldg. 7500)	ORNL	Active	N
7560	LLLW tank	ORNL	Active	N
7561	HRE Decontamination Pad/Shed	ORNL	Active	N
7562	LLLW tank	ORNL	Active	N
7563	Circulator Pump Pit (for Bldg 7500)	ORNL	Active	N
~~7569~~	~~Melton Collection Tank~~	ORNL	Active	
7572	CH-TRU Storage	ORNL	Active	N
7574	CH-TRU Storage	ORNL	Active	N
7582	LGWO Spare Parts Facility	ORNL	Active	Y
7583A	Rubb Storage Shelter	ORNL	Active	N
7583B	Rubb Storage Shelter	ORNL	Active	N
7583C	Rubb Storage Shelter	ORNL	Active	N
7602	Integrated Process Demo Facility	ORNL	Active	N
7615 Soil	Grounds and Paint Solvents Storage Tank	ORNL	Active	N
7658	Closed Contractors Landfill	ORNL	Active	N
7659C	Soil Injection of Radioactive Gas	ORNL	Active	N
7667	Chemical Detonation Facility	ORNL	Active	
7711	Process Waste Basin	ORNL	Active	N
7759	Cs-137 Forest Research Area	ORNL	Active	N
7800	SWSA 4 Burial Grounds	ORNL	Active	N
7802	SWSA 5 South Cap	ORNL	Active	N
7802B	Seep Area D Collection and Treatment Unit	ORNL	Active	
7802C	Deep Monitoring Well #1	ORNL	Active	N
7802D	Deep Monitoring Well #2	ORNL	Active	N
7802E	Sludge Removal Test Tank (out of service)	ORNL	Active	N
7802N-22	SWSA 5 North Trench Disposal Area-22 trench area	ORNL	Active	N
7802N-4	SWSA 5 North Trench Disposal Area-4 trench area	ORNL	Active	N
7805	Chemical Waste Pit 1	ORNL	Active	N
7806	Chemical Waste Pit 2	ORNL	Active	N
7807	Chemical Waste Pit 3	ORNL	Active	N
7808	Chemical Waste Pit 4	ORNL	Active	N
7809	Chemical Waste Trench 5	ORNL	Active	N
7810	Chemical Waste Trench 6	ORNL	Active	N
7813	White Oak Dam	ORNL	Active	N
7818	Chemical Waste Trench 7	ORNL	Active	N
7821	Emergency Waste Basin North of SWSA 6	ORNL	Active	N
7822	SWSA 6 Cap A	ORNL	Active	N
7822	SWSA 6 Cap B	ORNL	Active	N
7822	SWSA 6 Cap C	ORNL	Active	N
7822	SWSA 6 Cap D	ORNL	Active	N
7822	SWSA 6 Cap E	ORNL	Active	N

Facility Number	Facility Name	Site	Status	Occupied
7822-K				
7822E	Hill Cut Test Facility	ORNL	Active	N
7822K	Radioactive Solid Waste Storage	ORNL	Active	N
7823	Mixed Waste Storage	ORNL	Active	N
7823A	Storage Wells	ORNL	Active	N
7823B	Temp. LLW Storage	ORNL	Active	N
7823C	Temp. LLW Storage	ORNL	Active	N
7823D		ORNL		
7823D	RUBB Tent	ORNL	Active	N
7823E	Temp. LLW Storage	ORNL	Active	N
7823F	Equipment Storage	ORNL	Active	
7824	Waste Examination and Assay Facility	ORNL	Active	Y
7824A	Waste Examination and Assay Facility Office Trailer	ORNL	Active	Y
7826	CH-TRU Waste Drum Storage	ORNL	Active	N
7827	Shielded Dry Well Storage	ORNL	Active	N
7829	Shielded Dry Well Storage	ORNL	Active	N
7830	MVST Facility	ORNL	Active	N
7830A	Mixed Waste Storage Tank	ORNL	Active	N
7831	Field Office	ORNL	Active	Y
7834	CH-TRU Waste Drum Storage	ORNL	Active	N
7835	Process Waste Sludge Basin	ORNL	Active	N
7841	Contaminated Scrap Yard	ORNL	Active	N
7842A	SWSA 6 Laydown Area	ORNL	Active	N
7842B	SWSA 6 Storage Tent	ORNL	Active	N
7846	White Oak Lake (Excluding Dam)	ORNL	Active	N
7855	RH-TRU Waste Storage	ORNL	Active	N
7855A	Equipment Storage	ORNL	Active	N
7856	MVST Annex	ORNL	Active	N
7857	IWMF Storage and Sampling Building	ORNL	Active	N
7859A	Monitoring Shed	ORNL	Active	N
7860	New Hydrofracture Facility	ORNL	Active	N
7863	General Storage for Bldg 7860	ORNL	Active	N
7872	Concentrator 7	ORNL	Active	N
7874	Storage Building	ORNL	Active	Y
7876	Health Physic Office Trailer	ORNL	Active	Y
7877	LLLW Solidification Facility	ORNL	Active	N
7879	CH-TRU Waste Storage	ORNL	Active	N
7882	Desiel Generator for 7877	ORNL	Active	N
7883	RH-TRU Waste Storage	ORNL	Active	N
7886	Interim Waste Management Facility	ORNL	Active	N
7887	Soilid Liquid Separation System	ORNL	Active	N
7888	Cask Loading Facility	ORNL	Active	N
7892	Storage Building for 7856	ORNL	Active	N
7895	SWSA 4 Water Treatment Plant	ORNL	Active	
7898	Classified Burial Grounds (SWSA 5 N area)	ORNL	Active	N
7899	Well Driller's Steam Cleaning Area (near WAG 5)	ORNL	Active	N

Section C, Attachment B - ORNL Y-12 Facility List

Facility Number	Facility Name	Site	Status	Occupied
7905	HFIR Waste Holding Basin	ORNL	Active	N
7906	HFIR Waste Holding Basin	ORNL	Active	N
7907	HFIR Waste Holding Basin	ORNL	Active	N
7908	HFIR Waste Holding Basin	ORNL	Active	N
7919	HFIR TRU and TURF Manholes Monitoring Station	ORNL	Active	N
7922A	Concentrator 6	ORNL	Active	N
7935	Equipment Cleaning Facility (transferred to UTB)			
7961	MV Collection Tank Facility	ORNL	Active	N
7966	MCS for Bldgs 7920 & 7930	ORNL	Active	N
81-10	Mercury Contaminated Soils	Y12	Active	N
9200-27	Hot Waste Underground Piping	ORNL		
9200-28	Off Gas Ventilation System (3547)	ORNL		
9200-33	Radioactive Liquid Waste System	ORNL		
9200-61	Melton Valley Process Waste Transfer Line	ORNL		
9201-4	Alpha 4	Y12	Active	N
9204-3	Isotope Enrichment Facility (Actinide)	Y12	TBD	
9213	Criticality Laboratory	Y12	Retired	N
9400-02	Wells, Groundwater Monitoring Capital	ORNL		
9401-2	Plating Shop	Y12	Active	N
9418-3	Uranium Vault YD-115	Y12	Active	N
9419-1	Bldg 9419-1 Decontamination Pad	Y12	Active	N
9500-120	Container Waste Storage Area	Y12	Active	N
9500-121	Container Waste Storage Area	Y12	Active	N
9500-149	Container Waste Storage Area	Y12	Active	N
9720-44	Sludge Handling Facility	Y12	Active	N
9720-45	Garage Shed at OD-10	Y12	Active	N
9720-45	Metal Structure over OD-10	Y12	Active	N
9720-45	OD-10 Office Building	Y12	Active	N
9720-45	Oil Dike 10	Y12	Active	N
9720-60	Disposal Area Remedial Action (DARA) Solids Storage Unit YS-051	Y12	Active	N
9809-1	Three Sided Storage Building	Y12	Active	N
9811-8	Metal Structure over OD-9 (S-039)	Y12	Active	N
9811-8	Oil Dike 9	Y12	Active	N
9825	PCB Contaminated Soils	Y12	Active	N
9825-1	Uranium Oxide Storage Vault (UOSV)	Y12	Active	N
9825-2	Uranium Oxide Storage Vault (UOSV)	Y12	Active	N
9840-4	Drum Cleaning Station at OD-10	Y12	Active	N
9983-FM	Wells Cargo Trailer at OD-10	Y12	Active	N
BVCH	Bethel Valley Control Header	ORNL	Active	N
CH-8	Corehole 8 Groundwater Monitoring Wells	ORNL	Active	N
CT10-7500	HRE D&D Trailers (Moved to K27 Project)	ETTP	Active	

Facility Number	Facility Name	Site	Status	Occupied
CT6-7500	HRE D&D Trailers (Moved to K27 Project)	ETTP	Active	
CT7-7500	HRE D&D Trailers (Transferred to DOE)			
CT8-7500	HRE D&D Trailers (Transferred to DOE)			
CT8-7800				
CT8-7800	Outdoor Storage Pad	ORNL	Active	
CT9-7500	HRE D&D Trailers (Transferred to DOE)			
F501	LLLW Tank	ORNL	Active	N
GAAT and Assoc. Fac.	GAAT Storage Area (East/North of Maint Tent.)	ORNL	Active	N
GAAT Maintenance Tent and Surrounding Area	GAAT Maint Tent and 3505 South Staging Area	ORNL	Active	N
H-209	Grounds at Tank H-209 West of Building 3517 in the Bethel Valley Main Laboratory Area	ORNL	Active	N
HF-S1	Hydrofracture Experimental Site #1	ORNL	Active	N
HF-S1A	Hydrofracture Experimental Site #1 Soil Contamination	ORNL	Active	N
HF-S2	Hydrofracture Experimental Site #2	ORNL	Active	N
HF-S2A	Hydrofracture Experimental Site #2 Soil Contamination	ORNL	Active	N
IVTL	Inter Vallet Transfer Line	ORNL	Active	N
MISC	7078 Area Former Construction Site	ORNL	Active	N
MISC	Abandoned Burn Pit	ORNL	Active	N
MISC	Aircraft Reactor Experiment Surface Impoundment	ORNL	Active	N
MISC	ARE Contaminated Tool Storage	ORNL	Active	N
MISC	Bearden Creek Dump Site	ORNL	Active	N
MISC	Buried Scrap Metal Area	ORNL	Active	N
MISC	C-14 Allocation in Woody Biomass Plantation Species	ORNL	Active	N
MISC	Ca-45 Tagged Trees	ORNL	Active	N
MISC	Contractor Spoils Area - Melton Valley W-SW of 7900	ORNL	Active	N
MISC	Cr-51 Contaminated Grass Plots	ORNL	Active	N
MISC	Cs-134 Contaminated Oak Trees	ORNL	Active	N
MISC	Cs-134 Tagged Tree	ORNL	Active	N
MISC	Cs-137 Contaminated Forest Floor	ORNL	Active	N
MISC	Cs-137 Contaminated Forest Understory	ORNL	Active	N
MISC	Cs-137 Contaminated Meadow	ORNL	Active	N
MISC	Cs-137_ Co-60 Contaminated Forest Area (Chestnut Ridge) (Eastern area)	ORNL	Active	N
MISC	Cs-137_ Co-60 Contaminated Forest Area (Chestnut Ridge) (Western area)	ORNL	Active	N
MISC	Cs-137_ Fe-59 Contaminated Animal Pens (McNew Hollow)	ORNL	Active	N
MISC	Drainage 1 in WAG 5	ORNL	Active	N
MISC	Drainage 3 next to WAG 5	ORNL	Active	N

Facility Number	Facility Name	Site	Status	Occupied
MISC	First Creek Contamination Area	ORNL	Active	N
MISC	First Creek Planting and Riparian Corridor	ORNL	Active	N
MISC	Former Waste Pile Area (South of NRWTP)	ORNL	Active	N
MISC	HFIR Cooling Tower Surface Impoundment	ORNL	Active	N
MISC	HFIR Drive Disposal Site	ORNL	Active	N
MISC	Homogeneous Reactor Experiment (HRE) Fuel Wells	ORNL	Active	N
MISC	Inactive Wells (Bethel Valley)	ORNL	Active	N
MISC	Inactive Wells (Melton Valley)	ORNL	Active	N
MISC	Intermediate Holding Pond	ORNL	Active	N
MISC	Lagoon Road Contamination Area	ORNL	Active	N
MISC	Leak in Line Between Pit 3 and Trench 6	ORNL	Active	N
MISC	Leak in Transfer Line from Decon Facility and Pit 1	ORNL	Active	N
MISC	Leak in Valve Pit North of Trench 7	ORNL	Active	N
MISC	LLLW Line Leak Site Gauging Station SWMU, 200' West of WOC Gauging Station near OHF	ORNL	Active	N
MISC	LLLW Line Leak Site Trench 7 Access Road, 200' North of Trench 7 Leak Site 2	ORNL	Active	N
MISC	LLLW Lines & Leak Sites - 7500 Area	ORNL	Active	N
MISC	LLLW Lines & Leak Sites - 7920 Ditch Line	ORNL	Active	N
MISC	LLLW Lines & Leak Sites - Bldg. 7920 & MV Pumping Station Area	ORNL	Active	N
MISC	LLLW Lines & Leak Sites - Lagoon Rd & Melton Valley Dr.	ORNL	Active	N
MISC	LLLW Lines & Leak Sites - Melton Valley Drive & SWSA 5 Access	ORNL	Active	N
MISC	LLLW Lines & Leak Sites - West of Melton Valley Pumping Station	ORNL	Active	N
MISC	LLLW Lines & Leak Sites -Melton Valley Transfer Line	ORNL	Active	N
MISC	LLW Line Leak Site, Trench 6 Southeast SWMU, 150' southeast of Trench 6	ORNL	Active	N
MISC	LLW Line North of Lagoon Road	ORNL	Active	N
MISC	Melton Valley Access Road Dump Site	ORNL	Active	N
MISC	Monitoring Station 1	ORNL	Active	N
MISC	Monitoring Station 3	ORNL	Active	N
MISC	New Hydrofracture Injection Well	ORNL	Active	N
MISC	NHF Grout Sheets	ORNL	Active	N
MISC	OHF Grout Sheets (HF-3)	ORNL	Active	N
MISC	PWSB Pipeline from PWSB to Process Waste Treatment Plant	ORNL	Active	N
MISC	Soil at HRE Decontamination Pad/Shed	ORNL	Active	N
MISC	SWSA 6 TVA Easement	ORNL	Active	N

Section C, Attachment B - ORNL Y-12 Facility List

Facility Number	Facility Name	Site	Status	Occupied
MISC	T-1 T-2 and HFIR Tanks	ORNL	Active	N
MISC	Tc-99 & Np-237 Contaminated Soil Lysimeters-Plutonium	ORNL	Active	N
MISC	Trash Area East of HRE Parking Lot	ORNL	Active	N
MISC	Waste Valve Pit (HRE)	ORNL	Active	N
MISC	West End Dump Site	ORNL	Active	N
MISC	WOC Floodplain Soils & Sediments	ORNL	Active	N
N. Cent. Ave. LLLW	LLLW Lines & Leak Sites - Abandoned Line Central Ave Area	ORNL	Active	N
~~No Number~~	~~East Borrow Area~~	~~Y12~~	~~Retired~~	~~N~~
No Number	Filled Coal Ash Pond	Y12	Active	N
No Number	Interim Drum Yard Contaminated Soils	Y12	Active	N
No Number	Kerr Hollow Quarry	Y12	Active	N
OD-7	Oil Dike 7	Y12	Active	N
ORR H20 LLLW	LLLW Lines & Leak sites-ORR water line	ORNL	Active	N
ORR H2O LLLW	LLLW Lines & Leak Sites - ORR Water Line	ORNL	Active	N
STT	Shielded Transfer Tanks	ORNL		N
SWSA-1 LLLW	LLLW Lines & Leak Sites - Northwest of SWSA-1	ORNL	Active	N
T-14	LLLW tank	ORNL	Active	N
T-30	LLLW tank	ORNL	Active	N
TH-1	LLLW tank	ORNL	Active	N
TH-2	LLLW tank	ORNL	Active	N
TH-3	LLLW tank	ORNL	Active	N
TH-4	LLLW tank	ORNL	Active	N
Trench 13	Trench 13	ORNL	Active	N
W-1	LLLW Tank	ORNL	Active	N
W-10	LLLW Tank	ORNL	Active	N
W-11	LLLW tank	ORNL	Active	N
W-12	LLLW tank	ORNL	Active	N
W-13	LLLW tank	ORNL	Active	N
W-14	LLLW tank	ORNL	Active	N
W-15	LLLW tank	ORNL	Active	N
W-16	LLLW tank	ORNL	Active	N
W-17	LLLW tank	ORNL	Active	N
W-18	LLLW tank	ORNL	Active	N
W-19	LLLW tank	ORNL	Active	N
W-1A	LLLW Tank	ORNL	Active	N
W-2	LLLW tank	ORNL	Active	N
W-20	LLLW tank	ORNL	Active	N
W-3	LLLW tank	ORNL	Active	N
W-4	LLLW tank	ORNL	Active	N
W-5	LLLW Tank	ORNL	Active	N
W-6	LLLW Tank	ORNL	Active	N
W-7	LLLW Tank	ORNL	Active	N
W-8	LLLW Tank	ORNL	Active	N
W-9	LLLW Tank	ORNL	Active	N
W1-I	LLLW tank	ORNL	Active	N

Facility Number	Facility Name	Site	Status	Occupied
W1A	Tank W1A	ORNL	Active	N
WAG 1 WOC	WAG 1-WOC Floodplain Soils & Sediments	ORNL	Active	N
WC-1	LLLW tank	ORNL	Active	N
WC-1 TO WC-5	LLLW Lines & Leak Sites - Between WC-1 & W-5	ORNL	Active	N
WC-10	LLLW tank	ORNL	Active	N
WC-10 LLLW	LLLW Leak Site Between WC-10 Tank and LLLW Central Waste Collection Header	ORNL	Active	N
WC-11	LLLW tank	ORNL	Active	N
WC-12	LLLW tank	ORNL	Active	N
WC-13	LLLW tank	ORNL	Active	N
WC-14	LLLW tank	ORNL	Active	N
WC-15	LLLW tank	ORNL	Active	N
WC-17	LLLW tank	ORNL	Active	N
WC-19	LLLW tank	ORNL	Active	N
WC-2	LLLW tank	ORNL	Active	N
WC-20	LLLW tank	ORNL	Active	N
WC-3	LLLW tank	ORNL	Active	N
WC-4	LLLW tank	ORNL	Active	N
WC-5	LLLW tank	ORNL	Active	N
WC-5 TO WC-19	LLLW Lines & Leak Sites - Between W-5 & WC-19	ORNL	Active	N
WC-6	LLLW tank	ORNL	Active	N
WC-7	LLLW tank	ORNL	Active	N
WC-8	LLLW tank	ORNL	Active	N
WC-9	LLLW tank	ORNL	Active	N
West Borrow Area	West Borrow Area	Y12	Active	N
YD-008	Oil Retention Pond No. 1	Y12	Active	N
YD-009	Oil Retention Pond No. 2	Y12	Active	N
YD-023	Chestnut Ridge Security Pits	Y12	Active	N
YD-024	BCBG Non-permitted Areas East, Trench A16	Y12	Active	N
YD-024	BCBG Non-permitted Areas East, Trench A17	Y12	Active	N
YD-024	BCBG Non-permitted Areas East, Trench A18	Y12	Active	N
YD-024	BCBG Non-permitted Areas West, D East	Y12	Active	N
YD-024	BCBG Non-permitted Areas West, D West	Y12	Active	N
YD-024	BCBG Non-permitted Areas West, Trench E	Y12	Active	N
YD-024	BCBG Non-permitted Areas West, Trench J	Y12	Active	N
YD-024	BCBG Unit A North	Y12	Active	N
YD-024	BCBG Unit A South	Y12	Active	N
YD-024	BCBG Unit C East	Y12	Active	N
YD-024	BCBG Unit C West	Y12	Active	N
YD-024	BCBG Walkin Pits	Y12	Active	N
YD-024-H	Boneyard/Burnyard	Y12	Active	N
YD-024-H	Hazardous Chemical Disposal Area	Y12	Active	N

Section C, Attachment B - ORNL Y-12 Facility List

Facility Number	Facility Name	Site	Status	Occupied
YD-025	Chestnut Ridge Sediment Disposal Basin	Y12	Active	N
YD-026	United Nuclear Corporation Site	Y12	Active	N
YD-101	Sanitary Landfill I	Y12	Active	N
YD-105	Ravine Disposal Site	Y12	Active	N
YD-107	Construction Spoil Area I	Y12	Active	N
YD-108	Roger's Quarry	Y12	Active	N
YS-020	Salvage Yard Oil/Solvent Drum Storage Area OSY East	Y12	Active	N
YS-027	Contaminated Construction Soil Pile	Y12	Active	N
YS-042	Chestnut Ridge Borrow Area Waste Pile	Y12	Active	N
YS-043	East Chestnut Ridge Waste Pile & Sump	Y12	Active	N
YS-125	SY-200 Yard	Y12	Active	N
YS-126	Temporary Storage Area	Y12	Active	N
YS-131	Chestnut Ridge Mercury Gully Soil Pile	Y12	Active	N
YT-004	S-3 Ponds Insitu Groundwater System E (Pathway 1)	Y12	Active	N
YT-004	S-3 Ponds Insitu Groundwater System E (Pathway 2)	Y12	Active	N
YT-004	S-3 Ponds Pavement and Site	Y12	Active	N
YT-010	New Hope Pond	Y12	Active	N
YT-014	Oil Landfarm Soils Storage Area	Y12	Active	N

Section C, Attachment C – No Path to Disposition - MLLW						
Basis for NPTD	**Treatment & Disposal Plan**	**Planned Treatment Facility**	**Planned Disposition Facility**	**Schedule**	**Container Count**	**Volume (m^3)**
CMBST Code						
	EnergySolutions (VTD) - Combustion of Condensate at DSSI					
Formerly NPTD. Treatment option now available and being utilized.	**Plan:** Treatment CMBST code waste via VTD at EnergySolutions (Clive). Dispose the dry residue at EnergySolutions (Clive). Treat the condensate from VTD at DSSI. **Status:** All CMBST code waste that was in BJC storage has been shipped to EnergySolution for treatment via VTD. Treatment is in process. CMBST code waste in the possession of M&EC remains to be shipped to EnergySolutions for treatment.	1) EnergySolutions (VTD) 2) DSSI (Combustion of condensate)	EnergySolutions (Solids from VTD)	VTD of the CMBST code waste shipped to EnergySolutions should be completed by mid-CY2010 and condensate should be shipped to DSSI by September 30, 2010.	216	58.70
Classified						
	M&EC or EnergySolutions					
Formerly NPTD. Treatment options for classified waste that can be treated via stabilization or macroencapsulation are now available.	**Plan:** Waste that can be treated by stabilization or macroencapsulation will be treated by M&EC or EnergySolutions (Bear Creek). **Status:** BJC has received proposal from M&EC and EnergySolutions. BJC is preparing to request best and final offers.	M&EC or EnergySolutions	Nevada Test Site	Treatment to be completed by the end of FY2010.	107	36.00
Classified with Dioxin & Furan Codes						

There are no treatment outlets for classified mixed waste containing dioxins and furans currently available for waste from the Oak Ridge Reservation.	**Plan:** BJC is searching for potential treatment options for this waste. **Status:** No treatment options have yet been identified.	TBD	Nevada Test Site	TBD	6	1.30
Liquids with Dioxin & Furan Codes						
There are no treatment outlets currently available for dioxin and furan coded mixed waste.	**Plan:** BJC is searching for potential treatment options for this waste. **Status:** No treatment options have yet been identified.	TBD	TBD	TBD	61	13.04
Radioisotope Thermoelectric Generators (RTGs)						
This SNAP-7C RTG contains mercury and is regulated as mixed waste. Existing	**Plan:** TBD	TBD	TBD		1	0.15

disposal facilities do not accept GTCC MLLW not meeting LDR.						
This Weather Bureau RTG contains mercury and is regulated as mixed waste. Existing disposal facilities do not accept GTCC MLLW not meeting LDR.	**Plan:** TBD	TBD	TBD		1	0.07

Section C, Attachment C – No Path to Disposition - LLW								
Basis for NPTD	**Treatment & Disposal Plan**	**Planned Disposal Facility**	**Grouted**	**NRC Classification**	**DOT Package Requirement**	**Schedule**	**Container Id**	**Volume (m^3)**
No Path RH Canister Waste								
Generator characterization inadequate for NTS approval. Due to the lack of a BJC facility to safely open the canisters, the shipments to disposal were delayed.	Transport vault to 3525 UTB hotcell for visual inspections, remote removal of contents, smear sampling and NDA, and repackaging of waste into original canister and into shield overpack (total 1 overpack). Ship to NTS in Type B CNS-1-13G. Key Assumption: Existing carrier designs can be used for transport between storage and 3525 with no modifications required.	NTS	No	Class A	Type A	Disposal planned to be complete in FY11	X10CSLLN 006250	0.08
Generator characterization inadequate for NTS approval. RH canister was planned for shipment in a Type B cask capable of shipping high wattage waste; a DOT shipping cask was unavailable for high wattage Sr-90	Transport vault to 3525 UTB hotcell for visual inspections, remote removal of contents, smear sampling and NDA, and repackaging of waste into original canister and into shield overpack (total 1 overpack). Ship to NTS in Type B NAC International Cask for high wattage waste. Key Assumption: Existing carrier designs can be used for transport between storage and 3525 with no	NTS	No	> Class C	Type B	Disposal planned to be complete in FY11	X10CSLLN 005613	0.08

waste. A modification to a Type B cask Certification of Conformance must be completed prior to shipment; therefore shipments to disposal were delayed.	modifications required.							
Generator characterization inadequate for NTS approval. RH canister was planned for shipment in a Type B cask capable of shipping high wattage waste; a DOT shipping cask was unavailable for high wattage Sr-90 waste. A modification to a Type B cask Certification of Conformance must be completed prior to shipment; therefore shipments to disposal were delayed.	Transport vault to 3525 UTB hotcell for visual inspections, remote removal of contents, smear sampling and NDA, and repackaging of waste into original canister and into shield overpack (total 1 overpack). Ship to NTS in Type B NAC International Cask for high wattage waste. Key Assumption: Existing carrier designs can be used for transport between storage and 3525 with no modifications required.	NTS	No	> Class C	Type B	Disposal planned to be complete in FY11	X10CSLLN 005614	0.08
No Path RH Vault Waste								
Direct Shipment to Disposal in Type A Freight Container								

Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Design and fabricate an steel box vault overpack with securement points to be secured within a Type A freight container. Final Type A/steel box vault overpack combination package to be approved by an engineer to ensure compliance with Type A DOT certification requirements. Ship to NTS/Energy Solutions for disposal. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient for disposal at NTS/Energy Solutions.	NTS/EnergySolutions	No	Class A	Type A	Disposal planned to be complete in FY11	X10CSLLN008229	3.75
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Design and fabricate an steel box vault overpack with securement points to be secured within a Type A freight container. Final Type A/steel box vault overpack combination package to be approved by an engineer to ensure compliance with Type A DOT certification requirements. Ship to NTS for disposal. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	Class C	Type A	Disposal planned to be complete in FY11	X10C9501078	3.75

Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Design and fabricate an steel box vault overpack with securement points to be secured within a Type A freight container. Final Type A/steel box vault overpack combination package to be approved by an engineer to ensure compliance with Type A DOT certification requirements. Ship to NTS for disposal. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	Class C	Type A	Disposal planned to be complete in FY11	X10C9600 857	3.75
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Design and fabricate an steel box vault overpack with securement points to be secured within a Type A freight container. Final Type A/steel box vault overpack combination package to be approved by an engineer to ensure compliance with Type A DOT certification requirements. Ship to NTS for disposal. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	Class C	Type A	Disposal planned to be complete in FY11	X10C9800 357	3.75

Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Design and fabricate an steel box vault overpack with securement points to be secured within a Type A freight container. Final Type A/steel box vault overpack combination package to be approved by an engineer to ensure compliance with Type A DOT certification requirements. Ship to NTS/Energy Solutions for disposal. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient for disposal at NTS/Energy Solutions.	NTS/EnergySolutions	No	Class A	Type A	Disposal planned to be complete in FY11	X10C9800379	3.75
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Design and fabricate an steel box vault overpack with securement points to be secured within a Type A freight container. Final Type A/steel box vault overpack combination package to be approved by an engineer to ensure compliance with Type A DOT certification requirements. Ship to NTS for disposal. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	Class C	Type A	Disposal planned to be complete in FY11	X10C9800399	3.75

Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Design and fabricate an steel box vault overpack with securement points to be secured within a Type A freight container. Final Type A/steel box vault overpack combination package to be approved by an engineer to ensure compliance with Type A DOT certification requirements. Ship to NTS for disposal. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	Class C	Type A	Disposal planned to be complete in FY11	X10C9802 390	3.75
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Design and fabricate an steel box vault overpack with securement points to be secured within a Type A freight container. Final Type A/steel box vault overpack combination package to be approved by an engineer to ensure compliance with Type A DOT certification requirements. Ship to NTS for disposal. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	Class C	Type A	Disposal planned to be complete in FY11	X10C9802 777	3.75

Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Design and fabricate shield plate to secure to outside of vault to reduce dose rate to meet DOT dose rate limits. Design and fabricate an steel box vault overpack with securement points to be secured within a Type A freight container. Final Type A/steel box vault overpack combination package to be approved by an engineer to ensure compliance with Type A DOT certification requirements. Ship to NTS for disposal. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	> Class C	Type A	Disposal planned to be complete in FY11	X10C9802410	2.72
Characterization, Processing, and Repackaging at FW EnergX Hotcell								
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Waste will be repackaged in the FW EnergX hotcell due to size and weight restrictions in UTB hotcell. Requires modification of the FW EnergX hotcell to allow vault access. Grouted concrete vaults will be sawed apart to retrieve waste containers and repackage for shipment to NTS. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient for processing at FW EnergX and disposal at NTS.	NTS	YES	Class A	Type A	Disposal planned to be complete in FY11	X10CSLLN007648	3.75

Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Waste will be repackaged in the FW EnergX hotcell due to size and weight restrictions in UTB hotcell. Requires modification of the FW EnergX hotcell to allow vault access. Containers will be sawed apart to retrieve waste containers and repackage for shipment to NTS. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient for processing at FW EnergX and disposal at NTS.	NTS	YES	Class C	Type B	Disposal planned to be complete in FY11	X10CSLLN008171	3.75
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Waste will be repackaged in the FW EnergX hotcell due to size and weight restrictions in UTB hotcell. Requires modification of the FW EnergX hotcell to allow vault access. Grouted concrete vaults will be sawed apart to retrieve waste containers and repackage for shipment to NTS. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient for processing at FW EnergX and disposal at NTS.	NTS	YES	Class C	Type B	Disposal planned to be complete in FY11	X10C9310170	1.53

Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Waste will be repackaged in the FW EnergX hotcell due to extremely high alpha (TRU isotopic) content and require additional characterization to confirm alpha content . Requires modification of the FW EnergX hotcell to allow vault access. Key Assumption: Generator gamma characterization data coupled with confirmation NDA is sufficient for processing at FW EnergX and disposal at NTS.	NTS	No	> Class C	Type B	Disposal planned to be complete in FY11	X10C9601 193	3.75
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Waste will be repackaged in the FW EnergX hotcell due to size and weight restrictions in UTB hotcell. Requires modification of the FW EnergX hotcell to allow vault access. Grouted concrete vaults will be sawed apart to retrieve waste containers and repackage for shipment to NTS. Key Assumption: Generator characterization coupled with confirmation NDA is sufficient for processing at FW EnergX and disposal at NTS.	NTS	YE S	> Class C	Type B	Disposal planned to be complete in FY11	X10C9601 263	1.53

Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Waste will be repackaged in the FW EnergX hotcell due to extremely high alpha (TRU isotopic) content and require additional characterization to confirm alpha content . Requires modification of the FW EnergX hotcell to allow vault access. Key Assumption: Generator gamma characterization data coupled with confirmation NDA is sufficient for processing at FW EnergX and disposal at NTS.	NTS	No	> Class C	Type B	Disposal planned to be complete in FY11	X10C9700 466	3.75
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Waste will be repackaged in the FW EnergX hotcell due to extremely high alpha (TRU isotopic) content and require additional characterization to confirm alpha content . Requires modification of the FW EnergX hotcell to allow vault access. Key Assumption: Generator gamma characterization data coupled with confirmation NDA is sufficient for processing at FW EnergX and disposal at NTS.	NTS	No	> Class C	Type B	Disposal planned to be complete in FY11	X10C9702 545	3.75
Direct Shipment to Disposal in Type B Shipping Cask								

Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Relocate vaults to 7572 and load 55 gallon overpacked Cs-137 resins from vaults into Type B shipping cask CNS-1-13G for shipment to NTS. Key Assumptions: 55 gallon overpacks are not contaminated and generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	> Class C	Type B	Disposal planned to be complete in FY11	X10C9700 295	3.75
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Relocate vaults to 7572 and load 55 gallon overpacked Cs-137 resins from vaults into Type B shipping cask CNS-1-13G for shipment to NTS. Key Assumptions: 55 gallon overpacks are not contaminated and generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	Class C	Type B	Disposal planned to be complete in FY11	X10C9700 318	3.75

Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Relocate vaults to 7572 and load 55 gallon overpacked Cs-137 resins from vaults into Type B shipping cask CNS-1-13G for shipment to NTS. Key Assumptions: 55 gallon overpacks are not contaminated and generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	> Class C	Type B	Disposal planned to be complete in FY11	X10C9700 386	3.75
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Relocate vaults to 7572 and load 55 gallon overpacked Cs-137 resins from vaults into Type B shipping cask CNS-1-13G for shipment to NTS. Key Assumptions: 55 gallon overpacks are not contaminated and generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	> Class C	Type B	Disposal planned to be complete in FY11	X10C9700 387	3.75

Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Relocate vaults to 7572 and load 55 gallon overpacked Cs-137 resins from vaults into Type B shipping cask CNS-1-13G for shipment to NTS. Key Assumptions: 55 gallon overpacks are not contaminated and generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	Class C	Type B	Disposal planned to be complete in FY11	X10C9700 388	3.75
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Relocate vaults to 7572 and load 55 gallon overpacked Cs-137 resins from vaults into Type B shipping cask CNS-1-13G for shipment to NTS. Key Assumptions: 55 gallon overpacks are not contaminated and generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	Class C	Type B	Disposal planned to be complete in FY11	X10C9700 317	3.75
Processing and Repackaging at UT-B Hotcell								

Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Transport vault to 3525 UTB hotcell for visual inspections, remote removal of drums, addition of absorbent, and repackaging of waste into shielded Type A drums (total 6 overpacks). Ship to NTS. Key Assumption: Water can be dealt with by adding absorbent and generator characterization coupled with confirmation NDA is sufficient for disposal at NTS/Energy Solutions.	NTS/EnergySolutions	No	Class A	Type A	Disposal planned to be complete in FY11	X10C9601285	2.72
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Transport vault to 3525 UTB hotcell for visual inspections, remote removal of drums, addition of absorbent, and repackaging of waste into shielded Type A drums (total 6 overpacks). Ship to NTS. Key Assumption: Water can be dealt with by adding absorbent and generator characterization coupled with confirmation NDA is sufficient for disposal at NTS/Energy Solutions.	NTS/EnergySolutions	No	Class C	Type A	Disposal planned to be complete in FY11	X10C9601297	2.72

Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Transport vault to 3525 UTB hotcell for visual inspections, remote removal of 8 canisters, and repackaging of 1 canisters into each shield overpack (total 8 overpacks). Design and fabricate 8 standard size Hi-Rad sleeves to provide additional shielding within the standard overpack design to meet NTS ALARA requirements. Ship to NTS in Type B cask CNS-1-13G. Key Assumption: Canisters are not crushed beneath the shield plug and canisters will fit in a 21-inch shield overpack and generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	Class C	Type B	Disposal planned to be complete in FY11	X10C9800 351	3.75
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Transport vault to 3525 UTB hotcell for visual inspections, remote removal of 2 canisters, and repackaging of 1 canisters into each shield overpack (total 2 overpacks). Ship to NTS in Type B cask CNS-1-13G. Key Assumption: Canisters are not crushed beneath the shield plug and canisters will fit in a 21-inch shield overpack and generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	Class C	Type B	Disposal planned to be complete in FY11	X10C9800 380	3.75

Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Transport vault to 3525 UTB hotcell for visual inspections, remote removal of 3 canisters, and repackaging of 1 canisters into each shield overpack (total 3 overpacks). Ship to NTS in Type B cask CNS-1-13G. Key Assumption: Canisters are not crushed beneath the shield plug and canisters will fit in a 21-inch shield overpack and generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	Class C	Type B	Disposal planned to be complete in FY11	X10C9802871	3.75
Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Transport vault to 3525 UTB hotcell for visual inspections, remote removal of 16 canisters, and repackaging of 3 canisters into each shield overpack (total 6 overpacks). Design and fabricate 6 new size Hi-Rad sleeves to provide additional shielding within the standard overpack design to meet NTS ALARA requirements. Ship to NTS in Type B cask CNS-1-13G. Key Assumption: Canisters are not crushed beneath the shield plug and canisters will fit in a 21-inch shield overpack and generator characterization coupled with confirmation NDA is sufficient for disposal at NTS.	NTS	No	> Class C	Type B	Disposal planned to be complete in FY11	X10C9800352	7.61
Direct Shipment to Disposal in Type B Shipping Cask								

Dose hazards associated with handling inner vault packages. Vaults do not meet DOT container specifications for Type A or Type B quantities. High dose waste packaged for onsite disposal, not engineered for retrieval. Generator characterization inadequate for NTS approval.	Design and fabricate shield walls within TRU Trench tent to reduce dose rate outside tent. Establish controls for contamination control within the storage cask and on the HIC to allow for the cask to be bagged or wrapped and placed directly into the shipping cask and the storage cask to be closed and shipped directly to disposal without decontamination. Relocate cask to TRU Trench tent and retrieve HIC from cask and place HIC into Type B shipping cask CNS-10-160B for shipment to NTS. Key Assumptions: Contamination within the storage cask and on the HIC will not require remote decontamination and generator characterization is sufficient for disposal at NTS.	NTS	No	DB	DB	Disposal planned to be complete in FY11	X10C9700 565	5.15
Other No Path Low-level Waste								
This LLW container was planned for disposal at Energy Solutions; although, it was located in the middle of the CH TRU storage facility and retrieval would have exposed approximately 7 workers with unnecessary dose for 1 container. The	Disposition with TRU waste through FW EnergX for sorting, segregation, and repackaging and disposal at NTS.	NTS	No	Class A	IP-1	Disposal planned to be complete in FY11	X10C9700 390	0.30

container was removed from ACP milestone and scheduled for disposition with the TRU Project.								
TOTAL							**30 Containers**	**107.05 m3**

Section C, Attachment C – No Path to Disposition - Other								
Basis for NPTD	**Treatment & Disposal Plan**	**Planned Disposal Facility**	**Grouted**	**NRC Classification**	**DOT Package Require-ment**	**Schedule**	**Container Id**	**Volume (m^3)**
MSRE Fuel Salts								
These salts are >100 nCi/g, and if not determined to be TRU, will be defined either as Spent Nuclear Fuel or High-level waste, most likely the latter.	Dispose as TRU is the base disposition pathway being evaluated. If not accepted as TRU, then the alternative will be to dispose as SNF or High-level waste.	WIPP	No	> Class C	Type B	TBD		4.00
Uranium Laden Charcoal Canisters								
The ULCC is >DOT requirement (300 PE-g) and >NTS WAC disposal limit (350 FGE), therefore a Type B package is required. The ULCC package does not qualify as a Type B package. Also, the ULCC package potentially involves gas generation from on-going radiolysis that must be resolved before	The disposition of the ULCC material at NTS Repackaging will likely include downblending of the materials with grout and placement into a Type A container. S&M will be performed until repackaging/processing can occur.	NTS	Yes	> Class C	Type A	TBD		0.03

acceptance by NTS. Additionally, the ULCC material has particulate characteristics that must be addressed - possibly by packaging/treatment.								
TOTAL							**# of Containers TBD**	**4.03 m3**

PART I – THE SCHEDULE

SECTION D

PACKAGING AND MARKING

TABLE OF CONTENTS

D.1 PACKAGING 2
D.2 MARKING 2
D.3 SECURITY REQUIREMENTS 2

D.1 PACKAGING

Preservation, packaging, and marking for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practices and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s).

D.2 MARKING

(a) Each package, report, or other deliverable shall be accompanied by a cover letter that:

(1) Identifies the contract by number under which the item is being delivered; and

(2) Identifies the deliverable item number or report requirement which requires the delivered item(s).

(b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer (CO), a copy of the cover letter shall be furnished to the CO. However, the CO reserves the right to request a copy of the package, report or deliverable.

D.3 SECURITY REQUIREMENTS

The Contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials as prescribed by applicable U.S. Department of Energy (DOE) safeguards and security directives.

PART I – THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

TABLE OF CONTENTS

E.1 FAR 52.246-3, INSPECTION OF SUPPLIES – COST-REIMBURSEMENT (MAY 2001) 2
E.2 FAR 52.246-5, INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984) 3

E.1 FAR 52.246-3, INSPECTION OF SUPPLIES – COST-REIMBURSEMENT (MAY 2001)

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

"Contractor's managerial personnel" means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at a plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with performing this contract.

"Supplies" includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the Contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.

(f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph (h) of this clause, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance

supplies required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may—

(i) By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fixed fee paid or payable under the contract;

(ii) Require delivery of undelivered supplies at an equitable reduction in any fixed fee paid or payable under the contract; or

(iii) Terminate the contract for default.

(2) Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the non-conformances are due to—

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.

(j) The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery, except as provided in this clause or as may be otherwise provided in the contract.

(k) Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

E.2 FAR 52.246-5, INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the Contract requires.

(c) The Government has the right to inspect and test all services called for by the Contract, to the extent practicable at all places and times during the term of the Contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may:

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce any fee payable under the Contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may:

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the Contract for default.

PART I – THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

TABLE OF CONTENTS

F.1 PERIOD OF PERFORMANCE 2
F.2 PRINCIPAL PLACE OF PERFORMANCE 2
F.3 FAR 52.242-15, STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984) 2
F.4 CONTRACT SCHEDULE 3

F.1 PERIOD OF PERFORMANCE

(a) After Contract award, the Contracting Officer will issue a Work Authorization (which may be concurrent with or follow Contract award). The Contractor shall commence work within 10 calendar days after the date of the Work Authorization. The Contractor shall not be entitled to allowable costs prior to the date of the Work Authorization. Work shall begin with the *Transition Period* and upon completion, immediately start the *Base Period* of the Contract.

(b) The Period of Performance of this contract includes:

(1) Transition Period – A 90-day period for transition of work from the incumbent DOE contractor(s). If necessary, the Contracting Officer (CO) may direct a change in the Contract Transition Period;

(2) Base Period – Five (5) year base period (estimated to begin July 1, 2011);

(3) Option Period - Four (4) year option performance period.

See also Section B clause entitled, *Items Being Required*.

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance of this contract is the East Tennessee Technology Park with certain work at the Oak Ridge National Laboratory and Y-12 Security Complex in Oak Ridge, Tennessee, and other facilities as directed by the CO.

F.3 FAR 52.242-15, STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allowable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination Clause of this Contract.

(b) If a stop-work order issued under this Clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a

combination thereof, and in any other terms of the Contract that may be affected and the Contract shall be modified, in writing, accordingly, if:

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allowable to, the performance of any part of this Contract; and

(2) The Contractor asserts a claim for the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim asserted at any time before final payment under this Contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

Mod 003 05/24/2011
F.4 CONTRACT SCHEDULE

This Clause establishes the estimated Contract Schedule. The Contractor will complete the following CLIN schedule table. It is assumed the Contract will be awarded on April 29, 2011 with a 90 day transition period, resulting in the Contractor assumption of full responsibility of the Contract requirements on August 1, 2011. At time of award, CLIN 1 will be executed. Upon completion of transition, Cleanup CLIN 4 will be executed, along with Operations CLINs 2 and 3.

Table F.4-1, Contract Schedule

CLIN	CLIN Description	Estimated Start Date	Estimated Completion Date
CLIN 1	*Transition*	*April 29, 2011*	*July 31, 2011*
CLIN 2	*Operations - Base Period – Fee Bearing*	*August 1, 2011*	*July 31, 2016*
CLIN 3	*Operations – Base Period – Non-Fee Bearing*	*August 1, 2011*	*July 31, 2016*
CLIN 4	*Cleanup – Base Period*	*August 1, 2011*	*October 16, 2015*
CLIN 5	*Option #1 – Operations – Fee Bearing*	*August 1, 2016*	*July 31, 2020*
CLIN 6	*Option #2 – Operations – Non-Fee Bearing*	*August 1, 2016*	*July 31, 2020*
CLIN 7	*Option #3 - Cleanup*	*August 1, 2014*	*February 13, 2020*
CLIN 8	*Option #4 - Cleanup*	*August 1, 2016*	*May 31, 2018*

Mod 003 05/24/2011

PART I – THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

TABLE OF CONTENTS

G.1 CONTRACT ADMINISTRATION 2
G.2 CORRESPONDENCE PROCEDURES 2
G.3 MODIFICATION AUTHORITY 3
G.4 REPRESENTATIONS AND CERTIFICATIONS 3
G.5 CORRESPONDENCE, REPORTS, AND DELIVERABLES 3

G.1 CONTRACT ADMINISTRATION

The name and correspondence address of the Department of Energy (DOE) Contracting Officer (CO) is:

Heather M. Houk
U.S. Department of Energy
Oak Ridge Office
200 Administration Road
Oak Ridge, TN 37830

The name and correspondence address of the DOE Contracting Officer's Representative (COR) is:

James D. Kopotic
U.S. Department of Energy
Oak Ridge Office
200 Administration Road
Oak Ridge, TN 37830

Performance of the work under this contract shall be subject to the technical direction of DOE COR(s) in accordance with the Section I clause, DEAR 952.242-70, *Technical Direction*. Any change in any DOE COR will be made administratively by letter from the Contracting Officer consistent with Section I clause, DEAR 952.242-70, *Technical Direction.*

The designated paying office under the contract is:

Direct Mail Address:

U.S. Department of Energy
Oak Ridge Financial Services Center
P.O. Box 4307
Oak Ridge, TN 37831

Express Courier Address:

U.S. Department of Energy
Oak Ridge Financial Services Center
200 Administration Road
Oak Ridge, TN 37831
(865) 241-5073

G.2 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be subject to the following procedures:

(a) Technical Correspondence: With the exception of correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise

involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract, technical correspondence shall be addressed to the DOE COR with an information copy addressed to the DOE CO.

(b) Other Correspondence: All other correspondence shall be addressed to the DOE CO with information copies of the correspondence to the COR.

G.3 MODIFICATION AUTHORITY

Notwithstanding any of the other provisions of this contract, a CO shall be the only individual on behalf of the Government authorized to:

(a) Accept non-conforming work;

(b) Waive any requirement of this contract; or

(c) Modify any term or condition of this contract.

G.4 REPRESENTATIONS AND CERTIFICATIONS

The Representations, Certifications, and Other Statements of Offerors, submitted with the Contractor's offer, are hereby incorporated into this contract by reference.

G.5 CORRESPONDENCE, REPORTS, AND DELIVERABLES

The following requirements apply to submission of all correspondence, reports, and data deliverables:

(a) The contractor shall ensure that all correspondence, reports, and data deliverables are as follows:

(1) Legible and sequentially numbered; and

(2) Written in clear, concise English.

(b) The contractor shall prepare transmittals as follows:

(1) Title page or cover sheet that identifies the contract by number, author, deliverable(s) (including deliverable item number or report requirement), and date; and

(2) Text on standard 8 ½" x 11" letter size paper (one-way foldouts or larger sizes may be included with report text).

(c) The Contractor shall submit correspondence, reports, and deliverables as follows:

(1) All correspondence, deliverables, and reports shall be submitted in electronic format (i.e., searchable PDF and original soft copy) to the CO

or designee for uploading to the DOE automated records system and in hard copy as required and/or requested.;

(2) Electronically authorize/sign all correspondence, deliverables and reports and forward all submittals to DOE-ORO;

(3) All electronic files shall be editable and have all functions normally available in the software in which the data were originally generated. The contractor shall also provide a list of the electronic files that are being provided, along with a designation of the software used. The submission shall also state which contract deliverable, when appropriate, is being met through submission of the correspondence. In the event the contractor uses an internal proprietary software package, a copy of the software shall be provided to DOE.

(d) The contractor shall develop and implement configuration control over all electronic correspondence files, including a correspondence numbering system. The Contractor shall maintain configuration control over changes to information provided by DOE or Government contractors, including but not limited to drawings, specifications, electronic files, letter reports, calculations, analysis reports, etc., as appropriate, using the contractor's established policies and procedures that are in compliance with all National Archives and Records Administration and DOE requirements. The Contractor shall assign its own identifying number to information that it either creates or changes.

PART I – THE SCHEDULE

SECTION H – SPECIAL CONTRACT REQUIREMENTS
TABLE OF CONTENTS

H.1 NO THIRD PARTY BENEFICIARIES 3
H.2 DEFINITIONS 3
H.3 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES 3
H.4 EMPLOYEE COMPENSATION: PAY AND BENEFITS 4
H.5 SPECIAL PROVISIONS APPLICABLE TO WORKFORCE TRANSITION AND EMPLOYEE COMPENSATION: PAY AND BENEFITS 11
H.6 WORKFORCE TRANSITION AND BENEFITS TRANSITION: PLANS AND TIMEFRAMES 12
H.7 POST-CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS 15
H.8 LABOR RELATIONS 16
H.9 COLLECTIVE BARGAINING AGREEMENTS 17
H.10 LOCAL LABOR RELATIONS 17
H.11 DEPARTMENT OF LABOR WAGE DETERMINATIONS 18
H.12 WORKFORCE RESTRUCTURING 18
H.13 ADVANCED UNDERSTANDING ON CERTAIN HUMAN RESOURCE COSTS OTHER THAN COMPENSATION 18
H.14 DEFENSE NUCLEAR FACILITY SAFETY BOARD 18
H.15 SELF-PERFORMED WORK 19
H.16 ASSIGNMENT AND ADMINISTRATION OF SUBCONTRACTS 19
H.17 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN 19
H.18 ELECTRONIC SUBCONTRACTING REPORTING SYSTEM (eSRS) 20
H.19 MENTOR-PROTÉGÉ PROGRAM 20
H.20 SEPARATE CORPORATE ENTITY 21
H.21 PERFORMANCE GUARANTEE AGREEMENT 21
H.22 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS 21
H.23 PARENT ORGANIZATION SUPPORT 22
H.24 KEY PERSONNEL 23
H.25 GOVERNMENT-OWNED PROPERTY AND EQUIPMENT RESPONSIBILITIES FOR CONTRACT TRANSITION PERIOD 24
H.26 TRANSITION TO FOLLOW-ON CONTRACT 25
H.27 EMERGENCY CLAUSE 25
H.28 WORKER SAFETY AND HEALTH PROGRAM 26
H.29 SECURITY QUALIFICATIONS 26
H.30 SAFEGUARDS AND SECURITY AWARENESS PROGRAM 27
H.31 QUALITY ASSURANCE SYSTEM 28
H.32 QUALITY ASSURANCE (QA) FOR WORK AFFECTING NUCLEAR SAFETY 28

H.33 ALLOCATION OF RESPONSIBILITY AND LIABILITY FOR CONTRACTOR AND U.S.DEPARTMENT OF ENERGY (DOE) ENVIRONMENTAL COMPLIANCE ACTIVITIES 28
H.34 ENVIRONMENTAL RESPONSIBILITY 30
H.35 PRICE-ANDERSON AMENDMENTS ACT NONCOMPLIANCE 32
H.36 ENVIRONMENTAL JUSTICE 32
H.37 CONTRACTOR COMMUNITY COMMITMENT 32
H.38 DIVERSITY PROGRAM 33
H.39 EMPLOYEE TRAINING 34
H.40 COOPERATION WITH OTHER SITE CONTRACTORS 34
H.41 PROTECTION OF GOVERNMENT PROPERTY - MANAGEMENT OF HIGH-RISK PROPERTY AND CLASSIFIED MATERIALS 35
H.42 ADDITION AND ALTERATIONS TO IMPLEMENT EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT AND ITS IMPLEMENTING INSTRUCTIONS 35
H.43 OVERTIME CONTROL PLAN 35
H.44 Energy Employees Occupational Illness Compensation Program Act (EEOICPA) 36
H.45 PRIVACY ACT SYSTEMS OF RECORDS 36
H.46 ALTERNATIVE DISPUTE RESOLUTION (ADR) 37
H.47 LEGAL MANAGEMENT 37
H.48 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT PERFORMANCE 38
H.49 STANDARD INSURANCE REQUIREMENTS 38
H.50 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2010) 39
H.51 INFORMATION 39
H. 52 PARTNERING 40
H. 53 MATERIAL SAFETY DATA SHEET AVAILABILITY 41
H. 54 FINANCIAL MANAGEMENT AND INTEGRATED ACCOUNTING SYSTEM 41
H. 55 INTERNAL AUDIT 41

H.1 NO THIRD PARTY BENEFICIARIES

This Contract is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating or conferring any right of action or any other right or benefit upon past, present or future employees of the Contractor, or upon any other third party. This provision is not intended to limit or impair the rights which any person may have under applicable Federal statutes.

H.2 DEFINITIONS

(a) "Workforce Transition Period" means the six month period following the date of Contract award.

(b) "Grandfathered Employees" means employees who are defined as Grandfathered Employees under the multi-employer pension plan sponsored by the Bechtel Jacobs Company, LLC (BJC) (Bechtel Jacobs Company LLC Pension Plan For Grandfathered Employees) (hereinafter "BJC MEPP"), in accordance with the terms of the BJC MEPP and applicable law.

(c) "Non-Grandfathered Employees" means employees who are not defined as Grandfathered Employees under the BJC MEPP in accordance with the terms of the BJC MEPP and applicable law.

(d) "Incumbent Employees" are the union or non-union employees who are regular employees of Bechtel Jacobs Company (BJC), or its subcontractors as of the date of Contract award.

(e) "Non-incumbent Employees" are new hires, i.e., union or non-union employees other than Incumbent Employees who are hired by the Contractor after date of Contract award.

(f) "Management Employees" are employees at department head positions (i.e., all those who are direct reports to the BJC President and General Manager).

(g) Portsmouth and Paducah Contractors means those contractors who have Grandfathered Employees who participate in the BJC MEPP and the BJC Multiple Employer Welfare Association (MEWA).

H.3 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES

(a) Hiring Preferences. Incumbent Employees who are not Management Employees will receive a right of first refusal and /or other preference in hiring for vacancies in non-construction activities in Section C, Performance Work Statement (PWS), in accordance with this clause, and any applicable collective-bargaining agreement(s) and site seniority, as set forth below.

(1) During the Workforce Transition Period, the Contractor shall provide the right of first refusal and preferences in hiring in the following order of precedence:

(A) The Contractor shall give a right of first refusal for vacancies in Non-managerial Positions under this Contract to individuals who (1) are Incumbent Employees; (2) are

employed at an Oak Ridge Office Site; and (3) hold positions or perform functions during the Workforce Transition Period that are substantially equivalent to the vacancies in such Non-managerial Positions under this Contract and also to individuals who held positions or performed functions during the six months preceding the first day of the Workforce Transition Period that are substantially equivalent to the vacancies in such Non-managerial Positions under this Contract.

(B) The Contractor shall give a preference in hiring for vacancies in Non-managerial Positions under this Contract to individuals who: (1) are Incumbent Employees, at risk of being involuntarily separated; (2) are employed at the Oak Ridge Office Site; and (3) meet the qualifications for a particular position.

(C) The Contractor shall give a preference in hiring for vacancies in Non-managerial Positions under this Contract to individuals who (1) are Incumbent Employees, have been identified by their employer as being at risk of being involuntarily separated,; (2) are employed at the Oak Ridge Office Site; and (3) may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract with the training provided pursuant to Clause H.5(a).

(D) Subsequent to the application of the right of first refusal in Paragraph (a)(1)(A) and the preferences in hiring in Paragraphs (a)(1)(B) and (C) above, the Contractor shall give a preference in hiring for vacancies pursuant to Paragraph (a)(2) below.

(2) During the entire period of performance under this Contract, but subordinate to the preferences set out in Paragraphs (a)(1)(A) – (C), the Contractor shall provide preferences in hiring in the following order of precedence:

The Contractor shall give a preference in hiring for vacancies in Non-managerial Positions under this Contract to individuals who (1) were formerly employed by a DOE contractor or subcontractor at a DOE defense nuclear facility; and (2) are eligible for the hiring preference contained in the clause in Section I of this Contract entitled “DEAR 952.226-74, Displaced Employees Hiring Preference” as provided in that clause and with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees.

(b) Any costs incurred by the Contractor as a result of the Contractor’s failure to comply with the hiring preferences as set forth in this Contract will be unallowable, unless such costs were incurred as the result of the Contracting Officer’s direction.

H.4 EMPLOYEE COMPENSATION: PAY AND BENEFITS

(a) Human Resources Management Plan

The Contractor shall submit, within 30 days of Contract award a Human Resources Management Plan demonstrating how the Contractor will comply with the requirements of this Contract. The Human Resources Management Plan shall describe the Contractor’s policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

(b) Total Compensation System

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system including a compensation system Self-Assessment Plan consistent with FAR 31.205-6 and DEAR 970.3102-05-6; “Compensation for Personal Services” (Total Compensation System"). DOE-approved standards (e.g., set forth in an advance understanding or appendix), if any, shall be applied to the Total Compensation System. The Contractor’s Total Compensation System shall meet the tests of allowability established by and in accordance with FAR 31.205-6 and DEAR 970.3102-05-6, be fully documented, consistently applied, and acceptable to the Contracting Officer. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented Human Resources Management Plan as approved by the Contracting Officer.

(c) Appraisals of Contractor Performance

DOE will conduct periodic appraisals of Contractor performance with respect to Total Compensation System implementation. Such appraisals will be conducted through either DOE validation of the Contractor's performance self-assessment of its Total Compensation System or third party expert review.

(d) Reports and Information

The Contractor shall provide the Contracting Officer with the following reports and information with respect to pay and benefits provided under this Contract:

(1) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts.

(2) A list of the top five most highly compensated executives as defined in FAR 31.205-6(p)(2)(ii) and their total cash compensation at the time of Contract award, and at the time of any subsequent change to their total cash compensation.

(3) An Annual Report of Contractor Expenditures for Employee Supplemental Compensation through the Department Workforce Information System (WFIS) Compensation and Benefits Module no later than March 1 of each year.

(4) A performance self-assessment of the Total Compensation System implementation and results to include an evaluation of total benefits using the Employee Benefits Value Study and the Employee Benefits Cost Survey Comparison Analysis described in paragraph (f) below.

(e) Pay and Benefit Programs

The Contractor shall establish pay and benefit programs for Incumbent Employees and Non-Incumbent Employees; provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

(1) Incumbent Employees:

(A) Pay. The Contractor shall provide equivalent pay to Incumbent Employees as compared to pay provided by BJC for at least the first year of the term of the Contract.

(B) Pension and Other Benefits. The Contractor shall provide a total package of benefits to Incumbent Employees comparable to that currently provided. Comparability of the total benefit package shall be determined by the Contracting Officer in his/her sole discretion.

Incumbent Employees shall remain in their existing pension plans (or comparable successor plans if continuation of the existing plans is not practicable) pursuant to pension plan eligibility requirements and applicable law. The Contractor shall become a sponsor of the existing pension and other benefit plans (or comparable successor plans), including other post-retirement benefit (PRB) plans, as applicable, for Incumbent Employees and retired plan participants, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans. The Contractor shall carry over the length of service credit and leave balances accrued as of the date of the Contractor's assumption of Contract performance.

(2) Non-Incumbent Employees . All Non-Incumbent Employees shall receive a total pay and benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements.

(3) Cash Compensation

(A) The Contractor shall submit the following to the Contracting Officer for a determination of cost allowability for reimbursement under the Contract:

(i) Any additional compensation system self-assessment data requested by the Contracting Officer that may be needed to validate and approve the total compensation system.

(ii) Any proposed major compensation program design changes prior to implementation.

(iii) An Annual Compensation Increase Plan (CIP).

Mod 015 12/16/2011
(iv) Individual compensation actions for the top contractor official (e.g., laboratory director/plant manager or equivalent and key personnel not included in the CIP). For those key personnel included in the CIP, DOE will approve salaries upon the initial contract award and when key personnel are replaced during the life of the contract. DOE will have access to all individual salary reimbursements. This access is provided for transparency; DOE will not approve individual salary actions (except as previously indicated).
Mod 015 12/16/2011

(v) Any proposed establishment of an incentive compensation plan (variable pay plan/pay-at-risk).

Mod 015 12/16/2011
(B) The Contracting Officer's approval of individual compensation actions will be required only for the top contractor official (e.g., laboratory director/plant manager or equivalent) and key personnel as indicated in (e)(3)(A)(iv) above. The base salary reimbursement level for the top contractor official establishes the maximum allowable salary reimbursement under the contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved by the Contracting Officer..
Mod 015 12/16/2011

(C) Severance Pay is not payable to an employee under this Contract if the employee:

(i) Voluntarily separates, resigns or retires from employment,

(ii) Is offered employment with a successor/replacement contractor,

(iii) Is offered employment with a parent or affiliated company, or

(iv) Is discharged for cause.

(D) Service Credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract.

(f) Pension and Other Benefit Programs

(1) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans for either Incumbent Employees or Non-Incumbent Employees until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans.

(2) Cost reimbursement for Incumbent Employee and Non-Incumbent Employee pension and other benefit programs sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved "Employee Benefits Value Study" and an Employee Benefits Cost Survey Comparison" as described below.

(3) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in paragraphs (A) and (B) below. The studies shall be used by the Contractor as part of its performance self assessment described in paragraph (d) (4) above and in calculating the cost of benefits under existing benefit plans. In addition, the Contractor shall submit updated studies to the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan.

(A) An Employee Benefits Value Study (Ben-Val), every two years each for Incumbent and Non-Incumbent Employees benefits, which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to Incumbent and Non-Incumbent Employees measured against the RV of benefit programs offered by comparator companies approved by the Contracting Officer. To the extent that the value studies do not address post retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post retirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources and,

(B) An Employee Benefits Cost Study Comparison, annually each for Incumbent and Non-Incumbent Employees that analyzes the Contractor's employee benefits cost for Incumbent and Non-Incumbent Employees on a per capita basis per full time equivalent employee and as a percent of payroll and compares it with the cost reported by the U.S. Chamber of Commerce Annual Employee Benefits Cost Survey or other Contracting Officer approved broad based national survey.

(4) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the Contracting Officer.

(5) When the average total benefit per capita cost or total benefit cost as a percent of payroll exceeds the comparator group by more than five percent, when and if required by the Contracting Officer, the Contractor shall submit an analysis of the specific plan costs that are above the per capita cost range or total benefit cost as a percent of payroll and a corrective action plan to achieve conformance with a Contracting Officer directed per capita cost range or total benefit cost as a percent of payroll.

(6) Within two years of Contracting Officer approval of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and per capita cost range as approved by the Contracting Officer.

(7) The Contractor shall submit the Report of Contractor Expenditures for Supplementary Compensation for the previous calendar year via the DOE Workforce Information System (WFIS) Compensation and Benefits Module no later than March 1 of the current calendar year.

(8) The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the Contracting Officer in writing.

(9) Cost reimbursement for Post Retirement Benefits (PRBs) is contingent on DOE approved service eligibility requirements for PRB that shall be based on a minimum period of continuous employment service not less than 5 years under a DOE cost reimbursement contract(s) immediately prior to retirement. Unless required by Federal or State law, advance funding of PRBs is not allowable.

(g) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs

(1) For cost allocability and reimbursement purposes, any defined benefit (DB) or defined contribution (DC) pension plans established and/or implemented by the Contractor shall be maintained consistent with the requirements of the Internal Revenue Code (IRC) and Employee Retirement Income Security Act (ERISA).

(2) Contractor policies, practices, and procedures used in the administration of pension plans shall be consistent with applicable laws and regulations.

(3) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract award.

(4) Any pension plan maintained by the Contractor, for which DOE reimburses costs, shall be maintained as a separate pension plan distinct from any other pension plan which provides credit for service not performed under a DOE cost-reimbursement contract.

(5) For each pension plan or portion of a pension plan for which DOE reimburses costs, the Contractor shall provide the Contracting Officer with the following information within nine months of the last day of the current pension plan year.

(A) Copies of Internal Revenue Service forms 5500 with schedules; and

(B) Copies of all forms in the 5300 series that document the establishment, amendment, termination, spin-off, or merger of a plan.

(6) Prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, as applicable, to the Contracting Officer for approval or disapproval and a determination as to whether the costs to be incurred are consistent with the Contractor's documented Human Resources Management Plan and are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

(A) For proposed changes to pension plans and pension plan funding, an analysis of the impact of any proposed changes on actuarial accrued liabilities and an analysis of relative benefit value; and,

(B) The Contractor shall obtain the advance written approval of the Contracting Officer for any non-statutory pension plan changes that may increase costs or liabilities, and any matters of special concern to the Department of Energy (including, but not limited to, plan-loan features, employee contribution refunds, or ancillary benefits) and shall provide DOE with an analysis of the impact of special programs on the actuarial accrued liabilities of the pension plan, and on relative benefit value, if applicable.

(C) The Contractor shall not terminate any pension plan without at least 60 days notice to and the approval of the Contracting Officer prior to the scheduled date of plan termination.

(h) The Human Resources Management Plan shall include the following:

(1) A Pension Management Plan discussing the Contractor's plans for management and administration of all pension plans consistent with the terms of this contract. The pension management plan shall be updated and submitted to the Contracting Officer in draft annually no later than 45 days after the last day of the plan year along with its draft actuarial valuation.

(2) Within thirty (30) days after the date of the submission, appropriate Contractor representatives shall meet with the Contracting Officer to discuss the Contractor's proposed draft annual update of the pension management plan to specifically discuss any anticipated changes in the projected pension contributions from the prior year's contributions and any discrepancies between the actual contributions made for the most recent year preceding that meeting and the projected contributions for that year which the Contractor had submitted to the Contracting Officer the prior year. The annual revision of the pension management plan shall include:

(A) The Contractor's best projection of the contributions which it will be legally obligated to make to the pension plan(s), beginning with the required contributions for the coming fiscal year, based on the latest actuarial valuation, and continuing for the following four years. This estimate will be based upon compliance with all applicable legal requirements relating to the determination of contributions and upon the assumptions set out in the plan document(s).

(B) If the actuarial valuation submitted pursuant to the annual pension management plan update indicates that the sponsor of the pension plan must impose pension plan benefit restrictions, the Contractor shall provide the following information:

(i) The type of benefit restriction that will take place

(ii) The number of Contractor employees that potentially could be impacted and the nature of the restriction (e.g., financial impact) by imposition of the required benefit restriction, and

(iii) The amount of money that would need to be contributed to the pension plan to avoid legally required benefit restrictions

(C) A detailed discussion of how the Contractor intends to manage the pension plan(s) to maximize the contribution predictability (i.e. forecasting accuracy) and contain current and future costs, to include rationale for selection of all plan assumptions that determine the required contributions and which impact the level and predictability of required contributions. The Contractor is required to annually establish a long term (e.g. five year) plan that outlines the projected retirement plan costs, and any planned action steps to be taken to better manage predictability. The contractor must also share the following information with the Department during the meeting:

(i) Strategy for achieving and maintaining fully-funded status of the plan(s);

(ii) Investment policy statement for the plan, with any recent updates;

(iii) Results of recent asset liability studies (required to be preformed every 3 years or after a significant event) including rational for maintaining current asset allocation strategy;

(iv) Comparison of budget projections submitted to the Department to actual contributions;

(v) Any recent reports, findings, or recommendations provided by the plan's investment consultant; and

(vi) Actuarial experience studies to set the plan's actuarial assumptions (required to be performed every 3-5 years).

(D) An assessment to evaluate the effectiveness of the Contractor's pension plan(s) investment management/results. The assessment shall include at a minimum: a review and analysis of pension plan investment objectives; the strategies employed to achieve those objectives; the methods used to monitor execution of those strategies and the achievement of the investment objectives; and a comparative analysis of the objectives and performance of other comparable pension plans. The Contractor shall also identify its plans, if any, for revising any aspect of its pension plan management based on the results of the review.

(i) <u>Reimbursement of Contractors for Contributions to Defined Benefit Pension Plans</u>

(1) Contractors that sponsor single employer or multiple employer defined benefit pension plans will be reimbursed for the annual required minimum contributions under the Employee Retirement Income Security Act (ERISA), as amended by the Pension Protection Act (PPA) of 2006. Reimbursement above the annual minimum required contribution will require prior

approval of the Contracting Officer. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances.

(2) Contractors that sponsor multi-employer DB pension plans will be reimbursed for pension contributions in the amounts necessary to ensure that the plans are funded to meet the annual minimum requirement under ERISA, as amended by the PPA. However, reimbursement for pension contributions above the annual minimum contribution required under ERISA, as amended by the PPA, will require prior approval of the Contracting Officer.

H.5 SPECIAL PROVISIONS APPLICABLE TO WORKFORCE TRANSITION AND EMPLOYEE COMPENSATION: PAY AND BENEFITS

(a) Training. The Contractor will establish a training program specifically for the purpose of training individuals pursuant to the clause at H.3 entitled, “Workforce Transition and Employee Hiring Preferences”. The one-time training program will be provided to individual employees and will not exceed six months in duration and $5,000 in cost (subject to availability of funding) per person, in addition to wages and benefits.

(b) Annual Actuarial Valuations. Notwithstanding the above, the Contractor has responsibility for administering and maintaining the qualified status of all pension and other benefit plans that it sponsors under this Contract. The Contractor shall submit to the Contracting Officer annual actuarial valuations for all applicable benefit plans as well as certify that the benefit plans are in full compliance with IRC and ERISA requirements. Such certification shall demonstrate that the benefit plans are qualified under the IRC. This valuation shall include but not be limited to written reports relating to how the benefit plans pass IRC discrimination, participation and coverage testing requirements. Each detailed annual written actuarial valuation shall identify any conditions that may adversely affect the qualification status of the plans within eighteen months or less of the date of the valuation, including but not limited to discrimination, participation and coverage testing requirements for the Contractor and any of its subcontractors that are participating employers in the plans.

(1) Meeting Test Requirements. The Contractor shall closely monitor each of its individual subcontractor employer segments participating in the BJC MEPP. With the approval of the Contracting Officer, the Contractor shall establish threshold factors that – based upon the experience of the BJC MEPP regarding the testing requirements – indicate when the Contractor and/or its individual subcontractor employer segments may not meet testing requirements within the next two plan years. Every six months the Contractor shall identify any employer plan segments for the Contractor and its individual subcontractor employee segments that may not meet testing requirements for the current plan year and the following plan year.

(2) Failure to Meet Test Requirements. In the case of employer segments for which the approved threshold factors described in Paragraph (b)(1) above and other factors as approved or requested by the Contracting Officer indicate that the employer segments may not meet testing requirements, the Contractor, in conjunction with the lead sponsor, shall provide the Contracting Officer with a corrective action plan for addressing the potential or actual failure to meet testing requirements and quarterly updates on the

segment's status for testing purposes. After the corrective action plan has been submitted and approved by the Contracting Officer, the Contractor shall provide quarterly updates on the segment's status for testing purposes.

(c) Withdrawal from the BJC MEPP. The Contractor shall not withdraw from the BJC MEPP or the BJC MEWA without the consent of the Contracting Officer. If the Contractor withdraws without the consent of the Contracting Officer, all costs associated with such withdrawal may be determined to be unallowable and the Government retains the right to assert a claim against the Contractor for any costs of the Department associated with such withdrawal.

(d) Changes to the BJC MEPP. In addition to any other provisions of this Contract, including but not limited to Clauses H.4(g)(6), any changes or amendments to the BJC MEPP are subject to Contracting Officer prior approval and shall be in accordance with applicable law, including compliance with any applicable collective bargaining agreement(s).

(e) Equivalent Benefits to the BJC MEWA. Subject to the approval of the Contracting Officer and to the extent consistent with any applicable collective bargaining agreement(s) and applicable law, the Contractor may provide equivalent benefits to those benefits provided under the BJC MEWA to Grandfathered Employees.

f) Change in Name. The name(s) of the BJC MEPP, the BJC MEWA, and other benefit plans may change as a result of the change in lead sponsorship of these plans. Any references to the BJC MEPP, the BJC MEWA, and other benefit plans contained in this Contract apply to these plans as renamed.

H.6 WORKFORCE TRANSITION AND BENEFITS TRANSITION: PLANS AND TIMEFRAMES

(a) Workforce Transition Plan. In addition to the Transition Plan required by Section C.2, PWS, of this Contract, the Contractor shall submit a written Workforce Transition Plan (WF Transition Plan) describing in detail the Contractor's plans and procedures as to how the Contractor will comply with the hiring preferences set forth in Clause H.3, *Workforce Transition and Employee Hiring Preferences*, Clause H.5(a) and this Paragraph (a)(1)(A). Notwithstanding timeframes identified elsewhere in the Contract, the Contractor shall perform the following activities in the specified timeframes:

(1) Within ten days after Contract award, the Contractor shall:

(A) Establish and submit to the Contracting Officer a written communication plan that details the communication that the Contractor and its subcontractors will engage in regarding implementation of the hiring preference requirements set forth in Clause H.3; and

(B) Obtain a list from the CO of those employees that have been identified as at risk of being involuntarily separated. Provide and define a process as part of the Workforce Transition Plan required in paragraph (a) above for obtaining updated and continuous information throughout the Workforce Transition Period regarding the identification of employees that have been identified as being at risk of being involuntarily separated.

(2) Within 15 days after Contract award, the Contractor shall:

(A) Submit to the Contracting Officer copies of the draft Workforce Transition Plan for the Contractor and its first and second tier subcontractors, including processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in the clause titled, “Workforce Transition and Employee Hiring Preferences,” paragraph H.3(a)(1) and (2);

(B) Establish a written communication plan with the Incumbent Employees, regarding the implementation of the hiring preferences in the clause titled, “Workforce Transition and Employee Hiring Preferences,” paragraph H.3(a)(1) and (2); and provide a copy to the Contracting Officer.

(3) Within 30 days after Contract award, the Contractor shall provide to the Contracting Officer copies of the final Workforce Transition Plan it proposes to enter into consistent with requirements of the clause titled, “Workforce Transition and Employee Hiring Preferences,” paragraphs (a)(1) and (2).

(4) The Contractor shall submit reports to the Contracting Officer regarding the Contractor’s and its subcontractors’ implementation of the hiring preferences required by the clause titled, “Workforce Transition and Employee Hiring Preferences,” in accordance with the timeframes set forth below. These reports shall include at a minimum the following information: employee hire dates or anticipated hire dates, employee salary levels, and the names of the former employers of the employees hired by the Contractor and/or hired by the Contractor’s first and second tier subcontractors.

(A) During the 90 day Contract Transition Period and pursuant to Section C.2.1, PWS, such reports shall be provided to the Contracting Officer on a weekly basis.

(B) During the remainder of the six-month Workforce Transition Period, such reports shall be provided to the Contracting Officer on a biweekly basis.

(C) After the Workforce Transition Period as defined in Clause H.2(a), such reports shall be provided within the timeframes as requested by the Contracting Officer.

(b) Benefits Transition. The Contractor shall submit a written draft Benefits Transition Plan within 20 days after Work Authorization describing in detail the Contractor’s plans and procedures as to how the Contractor will comply with Clause H.4, *Employee Compensation: Pay and Benefits*, Clause H.5, *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits*, and this Paragraph (b). The Contractor shall provide a final written Benefits Transition Plan to the Contracting Officer within 30 days after Work Authorization. All transitions into and/or of the BJC MEPP, the BJC MEWA and other existing benefit plans, as well as establishment of any new plans, shall be completed within 90 days after Work Authorization.

(1) The Contractor shall perform the following activities within the specified timeframes:

(A) Within ten days after Work Authorization, the Contractor shall:

(i) Provide the Contracting Officer with a list of Contractor personnel who will be responsible for transitioning the BJC MEPP, the BJC MEWA, and other existing benefit plans and/or development of new benefit plans, including specifically the personnel responsible for

ensuring that the Contractor becomes a sponsor/participating employer of the BJC MEPP and the BJC MEWA and contact information for the above personnel;

(ii) Request the Portsmouth and Paducah Contractors and BJC to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this Contract pertaining to sponsorship of the BJC MEPP, the BJC MEWA, and other existing benefits plans or establishment of any new benefits plans, including but not limited to the transition of the existing pension and other benefit plans or establishment of any new benefits plans on or before the end of the 90-day Transition Period; and

(B) Within 15 days after Work Authorization, the Contractor shall provide to the Contracting Officer a list of the information and documents that the Contractor has requested from BJC and the Portsmouth and Paducah Contractors pertaining to the transition into and/or of the BJC MEPP, the BJC MEWA, and other existing benefit plans. The Contractor shall notify the Contracting Officer on a timely basis of any issues or problems that it encounters in obtaining information or documents requested from BJC or any of the Portsmouth or Paducah Contractors. Regardless of such notification, the Contractor remains responsible under this Contract for ensuring compliance with the terms of this Contract, including the timeframes set forth in this clause and the requirements in Clause H.3, Workforce Transition and Employee Hiring Preferences, Clause H.4, Employee Compensation: Pay and Benefits, and Clause H.5, Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits.

(C) Within 20 days of Work Authorization, the Contractor shall:

Submit a detailed description of its plans and processes, including timeframes and specific projected dates for accomplishment of each activity necessary to ensure compliance with the requirements set forth in Clauses H.4 (e) and H.5(b), including requirements pertaining to the transition of employee benefit plans; and

(D) Within 30 days after Work Authorization and as part of the written Benefits Transition Plan, the Contractor shall provide a written description of how the existing pension and other benefit plans provided to employees pursuant to Clause H.4, *Employee Compensation: Pay and Benefits*, and Clause H.5, *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits*, will be amended or restated on or before the last day of the 90 day Contract Transition Period. If an asset transfer(s) and/or the creation of a new benefit plan(s) are necessary in order for the Contractor to adhere to the benefits sponsorship requirements set forth in this Contract, the Contractor shall provide a description of the necessary transactions, including but not limited to how the Contractor proposes to comply with the Contract and applicable law governing such transactions.

(E) Within 45 days after Work Authorization, the Contractor shall:

(i) Submit to the Contracting Officer a draft Contractor Employee Compensation Plan demonstrating how the Contractor will comply with the requirements of this Contract regarding employee compensation. The draft Contractor Employee Compensation Plan shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

(ii) Submit to the Contracting Officer drafts of all amendments to or restatements of the pension and other benefit plans presently sponsored by BJC and other Portsmouth and Paducah Contractors that employee Grandfathered Employees who are participants in the in the BJC MEPP and the BJC MEWA, including but not limited to amendments effectuating the change in sponsorship/participating employer in the BJC MEPP. If applicable, the Contractor shall also submit all draft restated benefit plans and draft Summary Plan Descriptions (SPDs) for pension and other benefit plans sponsored by BJC and other Portsmouth and Paducah Contractors that employ Grandfathered Employees who are participants in the BJC MEPP and the BJC MEWA. Any and all such amendments shall comply with applicable law governing such transactions and changes in sponsorship of the plans.

(iii) Submit to the Contracting Officer drafts of any new benefit plan(s) as well as draft SPDs that the Contractor proposes to sponsor.

(iv) Provide draft copies of the transition agreements which the Contractor will enter into with BJC and the Portsmouth and Paducah Contractors that employ Grandfathered Employees who are participants in the BJC MEPP and the BJC MEWA to ensure the Contractor's compliance with the pay and benefits requirements set forth in Clauses H.4, Employee Compensation: Pay and Benefits, and H.5 Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits. Copies of these executed transition agreements shall be provided in accordance with Section C.2.1, PWS of this Contract.

(F) No later than 60 days after Work Authorization and prior to the adoption of the documents identified in Paragraphs (b)(1)(E)(ii) and (iii) above, the Contractor shall submit to the Contracting Officer the proposed final versions of these documents for approval.

(G) The Contractor shall respond to any comments provided by the Contracting Officer under any of the above paragraphs within two days of receipt of the comments.

(2) After the six month Workforce Transition Period and throughout the remaining period of performance of the Contract, the Contractor shall provide the following information promptly to the Contracting Officer upon the request of the Contracting Officer:

(A) Documents relating to benefit plans offered to Contractor Employees, including but not limited to SPDs, all Plan documents, applicable amendments, employee handbooks that summarize benefits provided to employees and other documents that describe benefits provided to employees of the Contractor who perform work on this Contract, and

(B) Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit programs identified in Clause H.4, *Employee Compensation: Pay and Benefits*, and Clause H.5, *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits*.

H.7 POST-CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS

(a) If this Contract expires or terminates and DOE has awarded a contract under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the pension or other benefit plans covering active or retired contractor

employees with respect to service at the ETTP site (collectively, the “Plans”), the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the Plans consistent with direction from the Contracting Officer.

(b) If this Contract expires or terminates and DOE has not awarded a contract to a new contractor under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the Plans, or if the Contracting Officer determines that the scope of work under the Contract has been completed (any one such event may be deemed by the Contracting Officer to be “Contract Completion” for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, the following actions shall occur regarding the Contractor’s obligations regarding the Plans at the time of Contract Completion:

(1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the Plans, in accordance with applicable legal requirements.

(2) The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor’s costs will be reimbursed pursuant to applicable Contract provisions.

H.8 LABOR RELATIONS

(a) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.

(b) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor’s bargaining objectives prior to negotiations of any collective bargaining agreement or revision thereto and shall consult with and obtain the approval of the Contracting Officer regarding appropriate economic bargaining parameters, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which can be calculated to affect allowable costs under this Contract or which could involve other items of special interest to the Government. During the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer before proposing or agreeing to changes in any pension or other benefit plans.

(c) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR, Subpart 22.1 and DEAR, Subpart 970.2201 and all applicable Federal and State Labor Relations laws.

(d) The Contractor will notify the Contracting Officer or designee in a timely fashion of all labor relations issues and matters of local interest including organizing initiatives, unfair labor practice, work stoppages, picketing, labor arbitrations, and settlement agreements and will furnish such additional information as may be required from time to time by the Contracting Officer.

H.9 COLLECTIVE BARGAINING AGREEMENTS

The Contractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Contract contain provisions designed to assure continuity of services. All such agreements entered into during the Contract period of performance should provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout, or other interruption of normal operations. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring continuity of operations. As part of such agreements, management and labor should agree to cooperate fully with the Federal Mediation and Conciliation Service. The Contractor shall include the substance of this Clause in any subcontracts for services performed on the U. S. Department of Energy (DOE)-owned site which will affect the continuity of operation of the facility.

H.10 LOCAL LABOR RELATIONS

a) The Contractor is encouraged to sign a project labor agreement in performing this PWS. Harmonious labor relations between labor and management and the various contractors working at the sites are expected and encouraged.

b) Contractor will become signatory to the current collective bargaining agreements listed below:

1) Bechtel Jacobs Company LLC and its subcontractor, Energy Solutions at the Oak Ridge National Laboratory and the Atomic Trades and Labor Council including Local 480, March 10, 2009 – June 29, 2013

2) Bechtel Jacobs Company LLC and its subcontractor, Energy Solutions at the Y-12 Plant and the Atomic Trades and Labor Council including Local 480, March 10, 2009 – June 29, 2013

3) Bechtel Jacobs Company LLC at the Oak Ridge East Tennessee Technology Park and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union and its Local 9-288, September 1, 2010 – August 31, 2012

4) The Construction Labor Agreement, Department of Energy Sites at Oak Ridge, Tennessee, October 1, 2006 – September 30, 2011”

H.11 DEPARTMENT OF LABOR WAGE DETERMINATIONS

When the Service Contract Act is applicable to the performance of this contract, the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination included in Section J of the Contract. Revised wage determinations from the Department of Labor shall be incorporated into this contract. The Contractor and/or subcontractor shall comply with the revised wage determination for Service Contract Act covered employees.
When the Davis-Bacon Act is applicable to the performance of this contract, the Contractor shall comply with the requirements of Davis-Bacon Wage Determination Number included in Section J of the Contract. Revised wage determinations from the Department of Labor shall be incorporated into this contract. The Contractor and/or subcontractor shall comply with the revised wage determination for Davis-Bacon Act covered employees.

H.12 WORKFORCE RESTRUCTURING

Notwithstanding any other provision in this Contract, when the Contractor determines that a reduction of force is necessary, the Contractor shall notify the Contracting Officer in writing in accordance with DOE 350.1 and other related guidance. The Contractor shall provide information as directed by the Contracting Officer related to workforce restructuring activities and to enable compliance with Section 3161 of the *National Defense Authorization Act for Fiscal Year 1993* and any other DOE guidance pertaining to employees who may be eligible for provisions of the Act. The Contractor shall supply workforce restructuring related information and reports as needed by DOE. The Contractor shall extend displaced employee hiring preference in accordance with the Section I Clause entitled, *DEAR 952.226-74, Displaced Employee Hiring Preference* and Clause H.3, *Workforce Transition and Employee Hiring Preferences.*

H.13 ADVANCED UNDERSTANDING ON CERTAIN HUMAN RESOURCE COSTS OTHER THAN COMPENSATION

DOE intends to reach an advanced understanding with the Contractor on certain human resource costs for costs that will be reimbursed under this contract prior to completion of the Transition Period. These costs are those associated with human resource policies and systems which the Contractor intends to apply to work under this contract. Any deviation from the advanced understanding must be approved by DOE before such costs incurred will be allowable (either direct or indirect) under this contract. The Advanced Understanding on Human Resource Costs will be part of this Contract and included in Section J, Attachment E.

H.14 DEFENSE NUCLEAR FACILITY SAFETY BOARD

As directed by the Contracting Officer’s Representative, the Contractor shall conduct activities in accordance with those DOE commitments to the Defense Nuclear Facilities Safety Board (DNFSB) which are contained in implementation plans and other DOE correspondence to the DNFSB. The Contractor shall support preparation of DOE responses to DNFSB issues and recommendations which affect or can affect contract work. Based on Contracting Officer's Representative direction, the Contractor shall fully cooperate with the DNFSB and provide access to such work areas, personnel, and information as necessary. The Contractor shall maintain a document process consistent with the DOE manual on interface with the DNFSB.

The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

H.15 SELF-PERFORMED WORK

Within one year of contract award, unless otherwise approved in advance by the Contracting Officer, the percentage of work which may be self-performed by the large business(es) of the Contracting Team Arrangement (as described in *FAR 9.6, Contracting Team Arrangements*), shall be limited collectively to not more than 40 percent (%) of the *Total Estimated Contract Cost*. If a small business is a member of the Contracting Team Arrangement, the small business portion is not part of the 40%. Unless otherwise approved in advance by the Contracting Officer, work to subcontractors outside of the Contracting Team Arrangement shall be performed through competitive procurements after contract award, with an emphasis on fixed-price subcontracts. The Contractor's subcontracted work shall be in compliance with the Contractor's approved Small Business Subcontracting Plan.

H.16 ASSIGNMENT AND ADMINISTRATION OF SUBCONTRACTS

(a) Assignment of DOE Prime Contracts. During the period of performance of this Contract it may become necessary for the U.S. Department of Energy (DOE) to transfer and assign existing or future DOE prime contracts supporting site work to this contract. The Contractor shall accept the transfers and assignments of subcontracts. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the Contracting Officer prior to the transfer or assignment.

(b) Administration of Subcontracts. The administration of all subcontracts entered into and/or managed by the Contractor, including responsibility for payment hereunder, shall remain with the Contractor. The Government reserves the right at any time to require that the Contractor submit any or all other contractual arrangements, including but not limited to purchase orders or classes of purchase orders, for approval, and provide information concerning methods, practices, and procedures used or proposed to be used in subcontracting and purchasing. Subcontracts and purchase orders shall be made in the name of the Contractor, shall not bind nor purport to bind the Government, shall not relieve the Contractor of any obligation under this contract (including, among other things, the obligation to properly supervise and coordinate the work of subcontractors), and shall be in such form and contain such provisions as are required by this contract or as the Contracting Officer may prescribe. Any consent by the Contracting Officer to the placement of subcontracts shall not be construed to create subcontractor privity of contract with the Government.

(c) Transfer of Subcontracts. The Contractor agrees to accept transfer of existing subcontracts as determined necessary by DOE for continuity of operations. The Contractor shall attempt to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the Contracting Officer in writing.

H.17 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN

The "master" Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan, submitted by Contractor consistent with the provisions of the clause entitled, *Small Business Subcontracting Plan,* in Section I, and approved by the Contracting Officer on **(To be completed upon Contract Award)**, is incorporated in and made a material part of this contract as Section J, Appendix G. Prior to the beginning of each fiscal year, the Contractor shall also submit an "annual" subcontracting plan which shall establish subcontracting goals as described in paragraph (d)(1) and (2) of Section I clause entitled *Small Business Subcontracting Plan*, to remain in effect for each fiscal year. The annual plan shall be reviewed for approval by the Contracting Officer and shall be incorporated by reference as a material part of this Contract.

H.18 ELECTRONIC SUBCONTRACTING REPORTING SYSTEM (eSRS)

The requirement for the submittal of paper versions of the Standard Form (SF) 294, *Subcontracting Reports for Individual Contracts*, and SF 295, *Summary Subcontract Reports*, as provided in Section I Clause entitled, FAR 52.219-9, *Small Business Subcontracting Plan* is hereby deleted and is replaced with the electronic submittal of data under the Electronic Subcontract Reporting System (eSRS).

The Offeror's *Subcontracting Plan* shall include assurances that the Offeror will:

(a) Submit the Individual Subcontracting Reports and Summary Subcontracting Reports under the eSRS, and

(b) Ensure that its subcontractors agree to submit Individual Subcontracting Reports and Summary Subcontracting Reports at all tiers, in eSRS.

The Contractor or subcontractor shall provide such information that will allow applicable lower tier subcontractors to fully comply with the statutory requirements of FAR 19.702, *The Small Business Subcontracting Program, Statutory Requirements*.

H.19 MENTOR-PROTÉGÉ PROGRAM

(a) Both the U.S. Department of Energy (DOE) and the Small Business Administration (SBA) have established Mentor-Protégé Programs to encourage federal prime contractors to assist small businesses, firms certified under Section 8(a) of the Small Business Act by the SBA, other small disadvantaged businesses, women-owned small businesses, historically black colleges and universities and minority institutions, other minority institutions of higher learning, and small business concerns owned and controlled by service disabled veterans in enhancing its business abilities. The Contractor is strongly encouraged to participate in the DOE and/or SBA Mentor-Protégé Programs. Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the Contract.

(b) DOE Mentor-Protégé Agreements shall be in accordance with DEAR Subpart 919.70, The Department of Energy Mentor-Protégé Program.

(c) SBA Mentor-Protégé Agreements shall be in accordance with applicable SBA regulations.

H.20 SEPARATE CORPORATE ENTITY

The prime contractor under this Contract shall be a separate corporate entity established solely to perform Contract activities. The separate corporate entity may be a partnership or joint venture as described in FAR Subpart 9.601(1), *Contractor Team Arrangements, Definition*. Requirements for access to Key Personnel under this separate corporate entity are described in the Section H Clause, entitled, *Key Personnel.*

H.21 PERFORMANCE GUARANTEE AGREEMENT

If the Contractor is a separate business unit from its parent company, the Contractor's parent company shall guarantee performance as evidenced by the Guarantee of Performance contained in Section J. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one company is involved, the parent or member companies shall assume joint and several liability for the performance of the Contractor, and each parent or member company shall guarantee performance as evidenced by the Guarantee of Performance contained in Section J. In the event any of the signatories to the Guarantee of Performance enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

H.22 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS

Responsible Corporate Official

(a) The Contractor has provided a guarantee of performance from its parent(s) company in the form set forth in Section J Attachment entitled, *Performance Guarantee Agreement*.

(b) DOE may contact, as necessary, the single Responsible Corporate Official from the Contractor signing the Performance Guarantee Agreement (see Section H Clause entitled, *Performance Guarantee Agreement.*" Contact information, including address, phone, facsimile and email shall be provided to the Contracting Officer at time of Contract award, and immediately upon any changes. The Responsible Corporate Official identified below shall be at an organizational level above the Contractor and shall have sole corporate authority and accountability for the performance of the contract to resolve any issues with DOE beyond the authority of the Program Manager.

Name: Thomas H. Zarges
Position: President
Company/Organization: URS Energy & Construction, Inc.

Mod 041 07/18/2012
(c) Should the Responsible Corporate Official change during the period of the contract, the Contractor shall notify the Contracting Officer in writing within 30 days of any change.

The Contractor has provided by name and affiliation each member of the Corporate Board of Directors that will have corporate oversight.

DOE may contact, as necessary, any member of the Responsible Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel. Contact information, including address, phone, facsimile and email shall be provided to the Contracting Officer at time of Contract award, and immediately upon any changes.

Responsible Corporate Board of Directors (information required for each Board Member):

Name: James Taylor
Position: Chairman, Board of Managers
Company/Organization: URS Energy & Construction, Inc.

Name: Jim Hall
Position: Member
Company/Organization: URS Energy & Construction, Inc.

Name: Ellen Livingston-Behan
Position: Member
Company/Organization: URS Energy & Construction, Inc.

Name: Thomas Dieter
Position: Member
Company/Organization: CH2M HILL Constructors, Inc.

Name: John Fulton
Position: Member
Company/Organization: CH2M HILL Constructors, Inc.

Should the Corporate Board of Directors change during the period of the contract, the Contractor shall notify the Contracting Officer in writing within 30 days of any change.
Mod 041 07/18/2012

H.23 PARENT ORGANIZATION SUPPORT

(a) For on-site work, U.S. Department of Energy (DOE) fee generally provides adequate compensation for parent organization expenses incurred in the general management of this contract. The general construct of this contract results in appropriate parent organization investment (in terms of its own resources, such as labor, material, overhead, etc.) in the contract work.

Accordingly, allocations of parent organization expenses are unallowable for the prime contractor, major subcontractors, and/or teaming partners, unless authorized by the Contracting Officer in accordance with this Clause for unique and exceptional situations. These types of activities are viewed as necessary by the parent organization to ensure continued improvement by the performing Contractor organization.

(b) The Contractor may propose those unique and exceptional situations for activities such as:

(1) Monitor safety and performance in the execution of contract requirements;

(2) Ensure achievement of contract environmental clean-up and closure commitments;

(3) Sustain excellence of contract key personnel;

(4) Ensure effective internal processes and controls for disciplined contract execution;

(5) Assess contract performance and apply parent organization problem-solving resources on problem areas; and

(6) Provide other parent organization capabilities to facilitate contract performance.

(c) The Contracting Officer may, at its unilateral discretion, authorize parent organization support, and the corresponding indirect or direct costs, if a direct-benefiting relationship to DOE is demonstrated. All parent organization support shall be authorized in advance by the Contracting Officer.

(d) If parent organization support is proposed by the Contractor or required by DOE, the Contractor shall submit for DOE review and approval, an annual *Parent Organization Support Plan* (POSP). The Contractor shall submit its initial POSP 60 days prior to: (1) the end of the Contract *Transition Period*; or (2) the commencement date of parent organization support proposed by the Contractor or required by the Government. Any subsequent POSP shall be submitted 90 days prior to the start of each year of Contract performance.

H.24 KEY PERSONNEL

(a) Introduction.

Key Personnel are considered essential to the success of all work being performed under this contract. This Clause provides specific requirements, in addition to the requirements of the clause in Section I entitled, *Key Personnel*, for the Key Personnel Team, requirements for changes to Key Personnel, reductions in Contract fee for changes to Key Personnel, and identification of all Key Personnel for this Contract.

(b) Key Personnel Team Requirements.

The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the Key Personnel. All Key Personnel shall be permanently assigned to the position. In addition to the definition contained in the Section I Clause entitled, DEAR 952.231-71, *Insurance – Litigation and Claims*, Key Person(s) are considered managerial personnel.

(c) Definitions

For the purposes of this Clause, Changes to Key Personnel is defined as: (i) any change to the position assignment of a current Key Person under the contract, except for a person who acts for short periods of time, in the place of a Key Person during his or her absence, the total time of which shall not exceed 30 working days during any given year; (ii) utilizing the services of a new substitute Key Person for assignment to the contract; or (iii) assigning a current Key Person for work outside the Contract.

(d) Contract Fee Reductions for Changes to Key Personnel

(1) Notwithstanding approval by the Contracting Officer, any time the Program Manager (the initial Program Manager or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, Available Fee described in Section B, may be permanently reduced by $500,000 for each and every occurrence of a change to the Program Manager.

(2) Notwithstanding approval by the Contracting Officer, any time a Key Person other than the Program Manager (any initial Key Person or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, Available Fee described in Section B, may be permanently reduced by $100,000 for each and every occurrence of a change to the Key Person.

(3) The Contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in contract fee. Such written request shall include the factual basis for the request. The Contracting Officer shall have unilateral discretion to make the determination to waive or not waive all or part of a reduction in contract fee.

Mod 061 02/05/2013

(e) Key Personnel for this Contract

The list of Key Personnel for this Contract will be amended during the course of the Contract to add or delete Key Personnel as approved by the Contracting Officer. The following is the current list of Key Personnel for this contract:

Name	**Position**
Leo Sain	Program Manager (Director)
Steve Dahlgren	K-25/K-27/Poplar Creek/Balance of Facilities Manager
Jeff Bradford	D&D and Waste Disposition Manager
Bobby Smith	Technical Services and Site Support Manager
Rick Ferguson	Regulatory & Environmental Remediation Manager
Cheryl Cabbil	ESH&Q Manager
Ken Rueter	Project Planning, Integration & Controls Manager
Tony Fountain	General Program Administration Manager

Mod 061 02/05/2013

H.25 GOVERNMENT-OWNED PROPERTY AND EQUIPMENT RESPONSIBILITIES FOR CONTRACT TRANSITION PERIOD

All real and personal property currently accountable to the incumbent contractor for contract performance will be provided to the Contractor. During the contract transition period, an inventory record of such property in the DOE Facilities Information Management System (FIMS) and incumbent contractor's personal property databases will be provided to the Contractor. Specifically, the following property acceptance requirements will be implemented:

(A) The Contractor must perform a joint wall-to-wall physical inventory with the incumbent contractor(s) of all accountable high-risk and sensitive property during the transition period and accept full accountability for the high-risk and sensitive property at the end of transition.

(B) The Contractor must accept, at the end of transition, transfer of accountability for the remaining government-owned real and personal property not covered under paragraph (1), based on existing inventory records, on an “as-is, where-is” basis, or perform a wall-to-wall inventory within the transition period of the Contract. Any discrepancies from the existing inventory records shall be reported to the CO. As the formal inventories are completed, the Contractor shall assume responsibility and liability for subsequent losses and damages. If the physical inventory is not accomplished within the allotted time frame, the previous contractor's records will become the inventory baseline.

H.26 TRANSITION TO FOLLOW-ON CONTRACT

The Contractor recognizes that the work and services covered by this contract are vital to the DOE mission and must be maintained without interruption, both at the commencement and the expiration of this Contract. It is therefore understood and further agreed in recognition of the above:

(a) That at the expiration of the Contract term or any earlier termination thereof, the Contractor shall cooperate with a successor contractor or the Government by allowing either to interview its employees for possible employment, and if such employees accept employment with the successor contractor, shall release such employees established in coordination with the new employer or by DOE. The Contractor shall cooperate with the successor contractor and Government with regard to the termination or transfer arrangements for such employees to assure maximum protection of employee service credits and fringe benefits.

(b) After selection by the Government of any successor contractor, the Contractor and such successor contractor shall jointly prepare mutual detailed plans for phase-out and phase-in operations. Such plans shall specify a training and orientation program for the successor contractor to cover each phase of the scope of work covered by the contract. A proposed date by which the successor contractor will assume responsibility for such work shall be established. The Contractor shall assume full responsibility for such work until assumption thereof by the successor contractor. Execution of the proposed plan or any part thereof shall be accomplished in accordance with the CO’s direction and approval.

(c) This clause shall apply to subcontracts as approved by the CO.

H.27 EMERGENCY CLAUSE

(a) The U.S. Department of Energy (DOE) Oak Ridge Office (ORO) Manager or designee shall have sole discretion to determine when an emergency situation exists at the Oak Ridge site. In the event that either the DOE-ORO Manager or designee determines such an emergency exists, the applicable DOE Manager or designee will have the authority to direct any and all activities of the Contractor and subcontractors necessary to resolve the emergency situation. The applicable DOE Manager or designee may direct the activities of the Contractor and subcontractors throughout the duration of the emergency.

(b) The Contractor shall include this Clause in all subcontracts at any tier for work performed at the Oak Ridge site.

H.28 WORKER SAFETY AND HEALTH PROGRAM

(a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, *Worker Safety and Health Program*. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Plan (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace, and must comply with its approved WSHP and all applicable Federal and state environmental, health, and safety regulations. The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises.

(b) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the DCOR. Upon request, the Contractor shall provide a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for its DOE facilities to the DCOR.

(c) The DCO may notify the Contractor, in writing, of any noncompliance with the terms of this clause, plus the corrective action to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action.

(d) In the event that the Contractor fails to comply with the terms and conditions of this clause, the DCO may, without prejudice to any other legal or contractual rights, issue a stop work order halting all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the DCO. The Contractor shall not be entitled to an equitable adjustment of the Contract amount or extension of the performance schedule on any stop work order issued under this special Contract requirement.

H.29 SECURITY QUALIFICATIONS

(a) The Contractor may be required to perform work in designated security areas or work with documents or information which may require an access authorization (clearance). Additionally, the scope of their work may require enrollment into the Human Reliability Program (HRP). The Contractor shall ensure that all personnel assigned under this Contract and working with classified information, matter, and/or materials possess a DOE “Q” or “L” access authorization (clearance) matching the classification level of the data and information the employee will be required to work on in the performance of their assigned tasks.

(b) Individuals that do not require a “Q” or “L” clearance will possess, as a minimum, if required, a Limited Site Specific Only (LSSO) badge and meet all access authorization requirements per HSPD-12, DOE N 206.4, and local procedures. For employees requiring DOE “Q” or “L” security clearances and/or LSSO badge, the Contractor shall not employ anyone who

is not a citizen of the United States. (Clearance-Access authorizations are granted by the DOE pursuant to 10 CFR Part 710.) Security Badges must be worn properly at all times while working at any of the DOE and NNSA facilities.

(c) Clearances will be provided and paid for by DOE. The request for clearance and renewal of clearances must be justified based on actual job performance requirements. The CO, in coordination with the appropriate Federal security representative, may waive the clearance requirement for personnel not involved with classified information while the appropriate access authorizations or badges are being processed, or for personnel associated with the program for short periods of time, such as consultants. In these cases, security requirements regarding these circumstances will be followed. The Contractor, on a case-by-case basis, will provide its own cleared escorts as needed. The COR or Contract Technical Monitor (CTM) will approve contractor personnel for escort privileges and provide escort training.

(d) The Contractor shall be required to conduct pre-employment investigative screening of prospective employees in order to ensure trustworthiness and reliability for all individuals who do not possess a DOE “Q” access authorization. For these individuals, the Contractor shall provide certification to the DCOR that an investigative screening has been completed prior to employment. The certification shall include, as a minimum, verification of personal identity, previous employment and education, and the results of a credit and law enforcement check. There is no pre-screening required for incumbent employees that do not have a “Q” clearance.

(e) Requests for access authorization shall not be submitted until the contract has been awarded, and a favorable Foreign Ownership, Control, or Influence (FOCI) determination must be rendered by DOE before an access authorization will be granted, reinstated, continued, extended, or transferred for the contractor’s applicant employment.

(f) The Contractor shall turn in badges for employees: (1) who are no longer working on the Contract; (2) who no longer require access; (3) when their badge expires; or (4) when the Contract expires or is terminated. Badges shall be returned to the individual handling security terminations. Notification of employment terminations supporting this Contract will be made in writing to the CO and COR/CTM.

(g) In addition to the possible requirement of holding an access authorization, individuals, if the work position is identified as requiring enrollment in the Human Reliability Program (HRP) and/or maintaining currency under certain program requirements (e.g., annual HRP training) must be willing to comply with all regulatory requirements to be granted access under the HRP Federal rules and local procedures.

H.30 SAFEGUARDS AND SECURITY AWARENESS PROGRAM

The Contractor shall establish and maintain a Safeguards and Security Awareness Program acceptable to the Department of Energy (DOE), which satisfies the requirements of the following directives:

DOE M 470.4-1, Chg 1, Safeguards and Security Program Planning and Management

A Safeguards Security Awareness Coordinator must be appointed and will be responsible for ensuring all employees, cleared and uncleared, who are assigned to a DOE facility or who are performing work involving access to classified facilities, classified information, or special nuclear materials are informed of their security responsibilities. Any subcontracts in support of this work shall require subcontractors to comply with the Contractor's Safeguards and Security Awareness Program.

H.31 QUALITY ASSURANCE SYSTEM

In the conduct of the work performed under this contract, the Contractor agrees to establish and/or maintain an acceptable quality assurance system. As required by DOE Order 414.1C, Quality Assurance, a quality assurance plan shall be submitted to DOE for approval. The Contractor has responsibility to perform activities in connection with a nuclear facility, as defined by Title 10 Code of Federal Regulations (CFR) 820, Procedural Rules for DOE Nuclear Activities, Title 10 CFR 835. Radiation Protection, and Title 10 CFR 830, Nuclear Safety Management, specifically Section 830.3; therefore, the applicability of the requirements in Section 830.120-830.122 shall apply. Any subcontracts in support of this work shall require subcontractors to comply with the Contractor's quality assurance system.

H.32 QUALITY ASSURANCE (QA) FOR WORK AFFECTING NUCLEAR SAFETY

The Contractor shall implement a DOE-approved Quality Assurance Program (QAP) in accordance with the EM Quality Assurance Program, EM-QA-001, prior to commencement of work affecting nuclear safety. The EM QAP provides the basis to achieve quality across the EM complex for all mission-related work while providing a consistent approach to Quality Assurance (QA).

EM requires that American Society of Mechanical Engineers (AMSE) NQA-1, 2004, *Quality Assurance Requirements for Nuclear Facility Applications*, and addenda through 2007 be implemented as part of the Contractor's QA Program for work affecting the nuclear safety. The required portions of NQA-1 to be implemented include: Introduction, Part I, and as applicable portions of Part II. NQA-1 Parts III and IV are to be used as guidance for the Contractor's QAP and implementing procedures.

Contractors have three options for complying with this contract requirement:

1. Develop and submit for DOE approval a new QAP;
2. Adopt the prior Contractor's DOE-approved QAP; or,
3. Modify the prior Contractor's DOE-approved QAP and submit it for DOE approval.

Development of a new QAP, or adoption of an existing or modified version of a QAP from a prior contractor, does not alter a contractor's legal obligation to comply with 10 CFR 830, other regulations affecting quality assurance (QA) and DOE Order 414.1C.

The Contractor's QAP shall describe the overall implementation of the EM QA requirements and shall be applied to all work performed by the Contractor (e.g., research, design/engineering, construction, operation, budget, mission, safety, and health).

The Contractor shall develop and implement a comprehensive Issues Management System for the identification, assignment of significance category, and processing of nuclear safety-related issues identified within the Contractor's organization. The significance assigned to the issues shall be the basis for all actions taken by the Contractor in correcting the issue from initial causal analysis, reviews for reporting to DOE, through completion of Effectiveness Reviews if required, based on the seriousness of the issue.

The Contractor shall, at a minimum, annually review and update as appropriate, their QAP. The review and any changes shall be submitted to DOE for approval. Changes shall be approved before implementation by the Contractor.

H.33 ALLOCATION OF RESPONSIBILITY AND LIABILITY FOR CONTRACTOR AND U.S. DEPARTMENT OF ENERGY (DOE) ENVIRONMENTAL COMPLIANCE ACTIVITIES

(a) In this Clause:

(1) "Environmental" requirements means requirements imposed by applicable federal, state, and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders, or compliance agreements including consent orders, permits, and licenses; and

(2) "Party" means either the Contractor or DOE.

(b) Fines and Penalties. The Contractor shall accept, in its own name, service of proposed notices, or notices of, correction, penalty, fine, violation, administrative orders, citation, or notice of alleged violations, (e.g., Notice of Correction [NOC], Notice of Penalty [NOP], Notice of Deficiency [NOD], Notice of Fine [NOF], Preliminary Notice of Violation [PNOV], Notice of Violation [NOV], and Notice of Alleged Violation [NOAV]) and any similar type notices issued by federal or state regulators to the Contractor resulting from or relating to Contractor's performance of work under this contract, without regard to liability. The Contractor shall immediately notify DOE of such receipt and shall provide copies or originals of such documents within two working days.

(c) Responsibility and liability for fines or penalties arising from or related to violations of environmental requirements shall be borne by the party causing the violation regardless of which party:

(1) The cognizant regulatory authority fines or penalizes;

(2) Signs permit applications (including situations where DOE signs defective or non-conforming permit applications or other environmental submittals prepared by or under the direction of the Contractor), manifests, reports, or other required documents;

(3) Is a permittee; or

(4) Is the named subject of an enforcement action or assessment of a fine or penalty.

(d) Negotiations. DOE may in its discretion choose to be in charge of, and direct, all negotiations with regulatory agencies regarding permits, fines, penalties, and any other proposed notice, notice, administrative order, and any similar type of notice as described in paragraph (B) above. As directed or required by DOE, the Contractor shall participate in negotiations with regulatory agencies; however, the Contractor shall not make any commitments or offers to regulators purporting to bind or binding the Government in any form or fashion, including monetary obligations, without receiving written authorization or concurrence from the Contracting Officer or his/her authorized representative prior to making such offers/commitments. Failure to obtain such advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.

(e) For purposes of FAR 31.205-15(a), costs of fines and penalties resulting from violations of, or failure of the contractor to comply with, environmental requirements are unallowable.

(f) Termination, Expiration, Permit Transfer. In the event of expiration or termination of this contract, DOE may require the Contractor to take all necessary steps to transfer on an allowable cost basis for some or all environmental permits held by the Contractor. DOE or another contractor designated by DOE will assume responsibility for such permits, with the approval of the regulating agency. The Contractor shall remain liable for all unresolved costs, claims, demands, fines and penalties, including reasonable legal costs, arising prior to the date such permits are transferred to another party.

(g) Miscellaneous. The Contractor shall accept assignment or transfer of permits pertaining to matters under this contract currently held by DOE and its existing contractors. The Contractor may submit for DOE's consideration, requests for alternate review, comment, or signature schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such schedule revision shall be effective only upon written approval from the Contracting Officer.

H.34 ENVIRONMENTAL RESPONSIBILITY

(a) General. The Contractor is required to comply with all environmental laws, regulations, directives, orders, and procedures applicable to the work being performed under this contract. This includes, but is not limited to, compliance with applicable federal, state and local laws and regulations, permits, interagency agreements such as consent orders, consent decrees, and settlement agreements between the U. S. Department of Energy (DOE) and federal and state regulatory agencies.

(b) Environmental Permits. This paragraph addresses three permit scenarios, where the Contractor is the sole permittee; where the Contractor and DOE are joint permittees; and where multiple contractors are permittees.

(1) Contractor as Sole Permittee. To the extent permitted by law and subject to other applicable provisions of the contract that impose responsibilities on DOE, and provisions of law that impose responsibilities on DOE or third parties, the Contractor shall be responsible for obtaining in its own name, shall sign, and shall be solely responsible for compliance with all permits, authorizations and approvals from federal, state, and local regulatory agencies which are necessary for the performance of the work required of the Contractor under this contract. Under this permit scenario, the Contractor shall make no commitments or set precedents that are detrimental to DOE or other contractors. The Contractor shall coordinate its permitting activities with DOE, and with other contractors which may be affected by the permit or precedent established therein, prior to taking the permit action.

(2) DOE as Permittee, or Contractor and DOE as Joint Permittees. Where appropriate, required by law, or required by applicable regulatory agencies, DOE will sign permits as permittee, or as owner or as owner/operator with the Contractor as operator or co-operator, respectively. DOE will co-sign hazardous waste permit applications as owner/operator where required by applicable law. In this scenario, the Contractor shall coordinate its actions with DOE. DOE is responsible for timely notification to the Contractor of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement. The Contractor shall be responsible for timely

notification to DOE of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement.

(3) Multiple Contractors as Permittees. Where appropriate, in situations where multiple contractors are operators or co-operators of operations requiring environmental permits, DOE will sign such permits as owner or co-operator and affected contractors shall sign as operators, or co-operators. In this scenario, the Contractor shall coordinate as appropriate with DOE and other contractors affected by the permit.

MOD 026 04/11/12

(c) Permit Applications. When DOE is identified as an owner and/or operator of a required permit, the Contractor shall have the lead in preparing permit applications; however, the Contractor will work jointly with the DOE technical point of contact in drafting any permit applications and address DOE comments in the final submittal of permit application or other regulatory materials necessary to be submitted to regulatory agencies. The Contractor shall normally provide final permit or renewal applications to DOE at least 30 days prior to the date of submittal to the regulatory agencies for DOE's final review and signature or concurrence. Special circumstances may require permit applications to be submitted in a shorter time frame. As soon as the Contractor is aware of any such special circumstance, the Contractor will provide notice to DOE as to the timeframe in which the documents will be submitted to DOE. The Contractor may submit for DOE's consideration, requests for alternate review, comment, or signature, schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such requests shall be submitted 30 days before such material would ordinarily be required to be provided to DOE. Any such schedule revision shall be effective only upon approval from the Contracting Officer.

MOD 026 04/11/12

(d) Copies, Technical Information. The Contractor shall provide DOE copies of all environmental permits, authorizations, and regulatory approvals issued to the Contractor by the regulatory agencies. DOE will, upon request, make available to the Contractor access to copies of all environmental permits, authorizations, and approvals issued by the regulatory agencies to DOE that the Contractor may need to comply with under applicable law. The Contractor and DOE will provide to each other copies of all documentation, such as, letters, reports, or other such materials transmitted either to or from regulatory agencies relating to the contract work. The Contractor and DOE shall maintain all necessary technical information required to support applications for revision of DOE or other Site contractor environmental permits when such applications or revisions are related to the Contractor's operations. Upon request, the Contractor or DOE shall provide to the other access to all necessary and available technical information required to support applications for or revisions to permits or permit applications. The Contractor shall provide to DOE a certification statement relating to such technical information in the form required by the following paragraph.

(e) Certifications. The Contractor shall provide a written certification statement attesting that information DOE is requested to sign was prepared in accordance with applicable requirements. The Contractor shall include the following certification statement in the submittal of such materials to DOE:

I certify under penalty of law that this document and all attachments were

prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

The certification statement shall be signed by the individual authorized to sign such certification statements submitted to federal or state regulatory agencies under the applicable regulatory program.

H.35 PRICE-ANDERSON AMENDMENTS ACT NONCOMPLIANCE

The Contractor shall establish an internal Price-Anderson Amendments Act (PAAA) noncompliance identification, tracking, and corrective action system and shall provide access to and fully support DOE reviews of the system. The Contractor shall also implement a Price-Anderson Amendments Act reporting process which meets applicable DOE standards. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

H.36 ENVIRONMENTAL JUSTICE

The Contractor will embrace the principles of Environmental Justice by complying with all applicable environmental regulations and by focusing on non-discrimination in its programs that affect human health and the environment. The Contractor will comply with Executive Order 12898 on Environmental Justice and ORO's Environmental Justice Strategic Plan.

H.37 CONTRACTOR COMMUNITY COMMITMENT

DOE and the Contractor are charged with carrying out the critical mission of the decontamination and demolition (D&D) of the East Tennessee Technology Park (ETTP). The ETTP has benefited from its location in East Tennessee and from the workforce and other resources provided by the region. In recognition of these benefits, the Contractor shall take meaningful actions to implement its community commitment as described in DEAR 970.5226-3, which is included in Section I of the Contract, within surrounding counties and local municipalities.

DOE will not prescribe which community commitment activities the Contractor may engage in but identifies the activities listed in (A), (B) and (C) below as worthwhile endeavors for its consideration. The list is not intended to preclude other constructive community activities nor involvement in charitable endeavors such as the United Way and American Red Cross.

The Contractor shall submit to DOE a report on program success semi-annually.

The Contractor may use fee dollars for these or other community commitment activities as it deems appropriate. All costs to be incurred by the Contractor for community commitment activities are unallowable and non-reimbursable under the Contract.

(a) Regional Educational Outreach Programs

The objectives of these programs include teacher enhancement, student support, curriculum enhancement, educational technology, public understanding, and providing the services of Contractor employees to schools, colleges, and universities.

The Regional Educational Outreach Programs could involve providing contractor employees an opportunity to improve their employment skills and opportunities by an educational assistance allowance, provision for outside training programs either during or outside regular work hours, or executive training programs for non-executive employees. This could also involve participating in activities that foster relationships with regional educational institutions and other institutions of higher learning or encouraging students to pursue science, engineering, and technology careers.

(b) Regional Purchasing Programs

The Contractor could conduct business alliances with regional vendors. These alliances may include training and mentoring programs to enable regional vendors to compete effectively for subcontracts and purchase orders and/or assistance with the development of business systems (accounting, budget, payroll, property, etc.) to enable regional vendors to meet the audit and reporting requirements of the Contractor and DOE. These alliances may also serve to encourage the formation of regional trade associations which will better enable regional businesses to satisfy the Contractor's needs.

The Contractor could coordinate and cooperate with the Chambers of Commerce, Small Business Development Centers, and like organizations, and make prospective regional vendors aware of any assistance that may be available from these entities.

DOE encourages the use of regional vendors in fulfilling Contract requirements.

The Contractor shall encourage its subcontractors, at all tiers, to participate in these activities.

(c) Community Support

The Contractor may directly sponsor specific local community activities or sponsor individual employees available to work with a specific local community activity. The Contractor may provide support and assistance to community service organizations. The Contractor may support strategic partnerships with professional and scientific organizations to enhance recruitment into all levels of its organization.

The Contractor may support other community involvement activities as it deems appropriate such as Housing development and redevelopment; Commercial development and redevelopment; education and its growth in Oak Ridge; City facilities, such as the library, parks, greenways; educational facilities, e.g. preschool; and Recreational/tourism development (e.g. waterfront, rowing, bike paths, etc).

H.38 DIVERSITY PROGRAM

(a) The Contractor shall develop and implement a Diversity Program in support of the DOE Diversity Initiative. A Diversity Plan covering the full period of performance

(base and option periods) shall be submitted to the Contracting Officer for approval within sixty (60) days after Work Authorization. Once the Diversity Plan is approved by the Contracting Officer, the Contractor shall implement the plan within thirty (30) days.

(b) The Diversity Plan shall address, at a minimum, the Contractor's approach to ensure an effective Diversity Program (including addressing applicable Affirmative Action and Equal Employment Opportunity regulations) to include:

(1) a statement of the Contractor's policies and practices;

(2) planned initiatives and activities which demonstrate a commitment to a Diversity program including recruitment strategies for hiring a diverse work force. The Diversity Plan shall also address, as a minimum, the Contractor's approach for promoting diversity through

(i) the Contractor's work force,
(ii) educational outreach, including a mentor/protégé program,
(iii) stakeholder involvement and outreach;
(iv) subcontracting, and
(v) economic development.

(c) A quarterly Diversity Report shall be submitted pursuant to Section J, the attachment entitled, *Reporting Requirements*. This report shall provide a list of accomplishments achieved both internally and externally and projected developments during the current reporting period. The report shall also list any proposed changes to the Diversity Plan which shall be subject to Contracting Officer approval.

(d) Failure on the part of the Contractor to develop and implement a Diversity Plan as required in this clause shall constitute a breach of this contract.

H.39 EMPLOYEE TRAINING

Contractor’s Responsibility: The Contractor shall provide fully qualified and trained personnel from its own resources to support ORO requirements. ORO may provide training assistance at its discretion at no cost to the Contractor. All training must be approved by the COR.

Mandatory Training: The Contractor shall ensure that all employees attend safety and security training once within 30 days of beginning performance on this Contract and at least once annually thereafter. Contractor shall ensure that every employee is instructed to safely and competently perform the work. The Contractor is encouraged to closely collaborate with other Oak Ridge Prime Contractors to combine/recognize similar training and qualifications.

H.40 COOPERATION WITH OTHER SITE CONTRACTORS

(a) In the performance of this Contract, the Contractor agrees to cooperate in a timely manner with DOE prime contractors and other entities. Cooperation includes, but is not limited to, the following types of activities: working together to resolve interface and work performance issues; establishing working groups; participating in meetings; providing access to applicable technical and contract information and data such as schedule and milestone data; discussing technical matters related to the Oak Ridge site; providing access to Contractor facilities or areas; and allowing observation of technical activities by appropriate personnel.

(b) In the event that DOE awards other contracts or establishes agreements with additional entities whose work affects the Contract, all terms and conditions of this provision apply to the Contractor's relationship with such entities.

(c) The Contractor is not authorized to direct any other DOE prime contractor or other entities, except as specified elsewhere in this contract or directed by the CO.

(d) The Contractor shall not commit or permit any act which will interfere with the performance of work by any other DOE contractor or by Government employees. If DOE determines that the Contractor's activities may interfere with another DOE contractor, the CO shall provide instructions.

H.41 PROTECTION OF GOVERNMENT PROPERTY - MANAGEMENT OF HIGH-RISK PROPERTY AND CLASSIFIED MATERIALS

The Contractor shall take all reasonable precautions, and such other actions as may be directed by the Contracting Officer, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect government property in the Contractor's possession or custody. In addition, the Contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high-risk property and classified materials throughout the life cycle of the property and materials consistent with the policies, practices and procedures for property management contained in the Federal Property Management regulations (41 CFR chapter 101), the Department of Energy Property Management Regulations (41 CFR chapter 109), and other applicable regulations.

High-risk property is property, the loss, destruction, damage to, or the unintended or premature transfer of which could pose risks to the public, the environment, or the national security interests of the United States. High-risk property includes proliferation sensitive, nuclear related dual use, export controlled, chemically or radioactively contaminated, hazardous, and specially designed and prepared property, including property on the militarily critical technologies list.

H.42 ADDITION AND ALTERATIONS TO IMPLEMENT EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT AND ITS IMPLEMENTING INSTRUCTIONS

This Contract involves Contractor operation of Government-owned facilities and/or vehicles and the provisions of Executive Order 13423 are applicable to the Contractor to the same extent they would be applicable if the Government were operating the facilities or vehicles. Information on the requirements of the Executive Order and its Implementing Instructions may be found at http://ofee.gov/Executive Order/Executive Order13423_main.asp. This requirement includes the Electronics Stewardship requirements of Implementing Instruction XII. When acquiring desktop or laptop computers and computer monitors, the Contractor shall acquire Electronic Product Environmental Assessment Tool registered products conforming to IEEE 1680-2006 Standard and ranked at least bronze, provided such products are life cycle cost efficient and meet applicable performance requirements. Information on EPEAT-registered computer products is available at www.epeat.net.

H.43 OVERTIME CONTROL PLAN

Notwithstanding any other provision in this contract, if the aggregate overtime premium pay as a percent (%) of base salary exceeds 2% for non-represented employees or 10% for represented employees, the Contractor shall submit to the Contracting Officer separate annual Overtime Control Plans in accordance with the Section I Clause entitled, FAR 52.222-2, *Payment for Overtime Premiums*.

H.44 Energy Employees Occupational Illness Compensation Program Act (EEOICPA)

The Contractor shall provide support of the EEOICPA established under Title XXXVI of the National Defense Authorization Act of 2001 (Public Law 106-398). The Contractor shall provide records in accordance with the Section I Clause entitled, DEAR 970.5204-3, *Access to and Ownership of Records*, in support of EEOICPA claims and the claim process under the EEOICPA.

The Contractor shall:

(a) Verify employment and provide other records which contain pertinent information for compensation under the EEOICPA. The Contractor shall provide this support for itself and any named subcontractors' employees.

(b) Provide reports as directed by the U.S. Department of Energy (DOE), such as costs associated with EEOICPA.

(c) Provide an EEOICPA point-of-contact; this employee shall attend meetings, as requested by the U.S. Department of Energy Oak Ridge Office (DOE-ORO).

(d) Locate, retrieve and provide a minimum of two (2) copies of any personnel and other program records as requested.

(e) Perform records research needed to complete the Department of Labor (DOL) claims or to locate records needed to complete the claims.

(f) Perform/coordinate records declassification activities required for the processing of claims forms.

(g) Keep Federal Compensation Program Act (FCPA) information current on EEOICPA claims activities.

(h) Ensure costs information is input to the FCPA electronic reporting system by the 10th of each month.

(i) Ensure all EEOICPA claims received are completed and returned to DOE within 45 calendar days of the date entered in the FCPA electronic reporting system.

The FCPA electronic reporting system will be provided to the Contractor.

H.45 PRIVACY ACT SYSTEMS OF RECORDS

The Contractor shall design, develop, or adopt the following systems of records on individuals to accomplish an agency function pursuant to the Section I Clause entitled, *FAR 52.224-2, Privacy Act*.

System No.	Title
DOE-5	Personnel Records of Former Contractor Employees
DOE-13	Payroll & Leave Records
DOE-14	Report of Compensation
DOE-15	Intelligence Related Access Authorization
DOE-23	Property Accountability System
DOE-28	General Training Records
DOE-31	Firearms Qualifications Requirements
DOE-33	Personnel Medical Records
DOE-35	Personnel Radiation Exposure Records
DOE-43	Personnel Security Clearance File
DOE-51	Employee and Visitor Access Control Records
DOE-53	Access Authorization for ADP Equipment

H.46 ALTERNATIVE DISPUTE RESOLUTION (ADR)

It is federal policy, as enunciated in the Administrative Dispute Resolution Act of 1996, 5 U.S.C. § 571, et seq., and Part 33 of the Federal Acquisition Regulation, to use consensual alternative means of dispute resolution “to the maximum extent practicable” to resolve issues in controversy involving the federal government. Therefore, should an issue in controversy arise in conjunction with or related to the performance of this contract, and should the parties not be able to resolve the issue through unassisted negotiations, prior to resorting to the formal claim and appeal process provided for under the “Disputes” clause and the Contract Disputes Act of 1978, 41 U.S.C. § 601, et seq. (CDA), they will consider using one or more alternative dispute resolution (ADR) techniques to achieve resolution of the issue. To that end, they will jointly or separately contact the United States Civilian Board of Contract Appeals (CBCA) in order to discuss possible ADR options and will exert their best efforts to devise a mutually acceptable agreement to establish terms and guidelines for ADR proceedings as may be appropriate.

This clause does not establish a condition precedent to the formal filing of a claim with the contracting officer or to the filing of an appeal pursuant to the CDA. Any attempt to resolve an issue in controversy through non-binding ADR will be without prejudice to the parties’ rights to adjudicate an issue not resolved through ADR. The particulars of any ADR proceedings will not be part of the administrative record for adjudication of the issue in controversy.

H.47 LEGAL MANAGEMENT

(a) The Contractor shall maintain a legal function to support litigation, arbitration, environmental, procurement, employment, labor, and the Price-Anderson Amendments Act areas of law. The Contractor shall provide sound litigation management practices. Within 60 days of contract award, the Contractor shall provide a Litigation Management Plan compliant with Code of Federal Regulations Title 10 Subpart 719, Contractor Legal Management Requirements.

(b) As required by the Contracting Officer, the Contractor shall provide support to the Government on regulatory matters, third-party claims, and threatened or actual litigation.

Support includes, but is not necessarily limited to: case preparation, document retrieval, review and reproduction, witness preparation, expert witness testimony, and assistance with discovery or other information requests responsive to any legal proceeding.

H.48 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT PERFORMANCE

The following provisions shall apply in the event the Contractor does not complete Contract performance for any reason:

(a) The Government may take possession of and use all technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operations manuals, flowcharts, software, databases and any other information necessary for of the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I Clause entitled DEAR 970.5227-1 Rights in Data-Facilities. The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.

(b The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at anytime from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.

(c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this contract.

H.49 STANDARD INSURANCE REQUIREMENTS

In accordance with DEAR clause 952.231-71, entitled, *Insurance - Litigation and Claims*, the following kinds and minimum amounts of insurance are required during the performance of this Contract:

(a) Worker's compensation and employer's liability insurance:

(1) The amount required by the state in which work is performed under applicable workers' compensation and occupational disease statutes.

(2) Employer's liability insurance in the amount of $100,000.

(b) General liability insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least $500,000 per occurrence.

(c) Automobile liability insurance. Coverage shall be provided on a comprehensive basis. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of this contract. Policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage.

The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.

H.50 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2010)

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence Congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to members of congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.51 INFORMATION

(a) Management of Information Resources. The Contractor shall design and implement Information Resources Management (IRM) capabilities as required to execute this Contract in accordance with the Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources.

(b) Release of Information. The Contractor shall provide timely, accurate, and complete responses to information requested by DOE to comply with Freedom of Information Act and Privacy Act requirements.

(c) Unclassified Controlled Nuclear Information (UCNI). Documents originated by the Contractor or furnished by the Government to the Contractor, in connection with this contract, may contain Unclassified Controlled Nuclear Information as determined pursuant to Section 148 of the Atomic Energy Act of 1954, as amended. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE regulations and directives and Section I Clauses entitled, DEAR 952.204-2, Security Requirements and DEAR 952.204-70, Classification/Declassification.

(d) Confidentiality of Information. To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to

its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

(1) Information which, at the time of receipt by the Contractor, is in the public domain;

(2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;

(3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;

(4) Information which the Contractor can demonstrate was received by it from a third party that did not require the Contractor to hold it in confidence.

The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access to such information, whereby the employee agrees that he/she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this subparagraph (d), with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. Upon request from the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

The Contractor agrees that upon request by DOE, it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.

(e) The Government reserves the right to require the Contractor to include this Clause or a modified version of this Clause in any subcontract as directed in writing by the Contracting Officer.

H. 52 PARTNERING

In order to most effectively accomplish this Contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values. The process creates a teambuilding environment which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team, and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the

strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be agreed to by both parties during Contract performance. The U.S. Army Corps of Engineers has championed partnering and their guidelines will be utilized in organizing partnering meetings and establishing a partnering agreement.

H. 53 MATERIAL SAFETY DATA SHEET AVAILABILITY

The Contractor shall obtain, review and maintain a Material Safety Data Sheet (MSDS) in a readily accessible manner for each hazardous material (or mixture containing a hazardous material) ordered, delivered, stored or used. The Contractor agrees to maintain an accurate inventory and history of use of hazardous materials at each use and storage location.

H. 54 FINANCIAL MANAGEMENT AND INTEGRATED ACCOUNTING SYSTEM

(a) The Contractor shall maintain and administer a financial management system that includes an integrated accounting system satisfactory to DOE and in accordance with generally accepted accounting principles consistently applied and (1) is suitable to provide proper accounting in accordance with DOE requirements for assets, liabilities, collections accruing to the Contractor in connection with the work under this contract, expenditures costs, and encumbrances; (2) permits the preparation of accounts and accurate, reliable financial and statistical reports; and (3) assures that accountability for the assets can be maintained.

(b) The integrated accounting system must be linked to DOE's accounts through the use of reciprocal accounts and have electronic capability to transmit monthly and year-end self-balancing trial balances to the DOE's Primary Accounting System.

H. 55 INTERNAL AUDIT

The Contractor agrees to conduct internal audits and examinations, satisfactory to DOE, of records, operations, expenses, and transactions with respect to costs claimed to be allowable under this contract. All audit reports, including supporting documentation, shall be submitted or made available to the Contracting Officer or his/her designee.

H. 56 PROJECT ASSESSMENT AND REPORTING SYSTEM II (PARS-II)

Contractors shall submit monthly project performance data no later than Critical Decision Two (CD-2) for projects having a total project cost greater than or equal to $20 million. The required project performance data include: ANSI/EIA-748 earned value; earned value time-phased incremental cost and quantity; management reserve; schedule; variance analysis; and risk management data. For firm fixed price contracts, the required project performance data include: schedule activity and relationship; and cost and quantity data (budget, actual, estimated total cost [ETC], and estimated cost at completion [EAC]) by work breakdown structure (WBS) and organizational breakdown structure (OBS). Data shall be submitted electronically via the Project

Assessment and Reporting System II (PARS-II) in accordance with the current version of the "Contractor Project Performance Upload Requirements" document. Unless the Contracting Officer has granted a temporary exemption, all requested data shall be submitted. Data shall be loaded into PARS-II no later than the last workday of every month, or as otherwise stipulated by the Contracting Officer, and shall be current as of the previous month's accounting period closed. Reporting by the contractor may be required earlier than CD-2 as specified by the Contracting Officer.

Mod 062 03-05-13
H.57 Report and Approval Requirements for Conference Related Activities

The contractor is required to report and obtain approval from the Contracting Officer before incurring any costs associated with conference related activities. Conference expenses are defined as follows:

Conference expenses are defined as all direct and indirect conference costs paid by the Government, whether paid directly by agencies or reimbursed by agencies to contractors, travelers or other associated with the conference, but do not include funds paid under Federal grants to grantees. Conference expenses include any associated authorized travel and per diem expenses, rental of rooms for official business, audiovisual use, light refreshments, registration fees, ground transportation, and other expenses as defined by the Federal Travel Regulations (FTR). All outlays for conference preparation and planning should be included, but employee time for conference preparation should not be included. The FTR provides some examples of direct and indirect conference costs included within conference expenses. See 41 CFR 301-74.2. Conference expenses should be net of any fees or revenue received by the agency or contractor through the conference.
Mod 062 03-05-13

PART II

SECTION I– CONTRACT CLAUSES

I.1 FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.acquisition.gov/far
http://professionals.pr.doe.gov/

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(D)
	52.202-1	Definitions (Jul 2004)	
	52.203-3	Gratuities (Apr 1984)	
	52.203-5	Covenant Against Contingent Fees (Apr 1984)	
	52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006	
	52.203-7	Anti-Kickback Procedures (Jul 1995)	
	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)	
	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)	
	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Sep 2007)	
	52.203-13	Contractor Code of Business Ethics and Conduct (Dec 2008)	
	52.203-14	Display of Hotline Poster(s) (Dec 2007)	
	52.204-4	Printed or Copied Double-sided on Recycled Paper (Aug 2000)	
	52.204-7	Central Contractor Registration (Apr 2008)	
	52.204-9	**MOD 026 04/11/12** Personal Identity Verification of Contractor Personnel (Jan 2011) **MOD 026 04/11/12**	
	52.204-10	Reporting Subcontract Awards (Jul 2010)	
	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Or Proposed for Debarment (Sep 2006)	
	52.209-9	Updates of Information Regarding Responsibility Matters (Apr 2010)	
	52.215-2	Audit and Records – Negotiation (Mar 2009)	

	52.215-8	Order of Precedence – Uniform Contract Format (Oct 1997)	
	52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (Oct 1997)	
	52.215-13	Subcontractor Cost or Pricing Data – Modifications (Oct 1997)	
	52.215-14	Integrity of Unit Prices (Oct 1997)	
	52.215-15	Pension Adjustments and Asset Reversions (Oct 2004)	
	52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)	
	52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions (Jul 2005)	
	52.215-19	Notification of Ownership Changes (Oct 1997) – *see full text version in Section I below*	
	52.215-22	Limitations on Pass-Through Charges – Identification of Subcontract Effort (Oct 2009)	
	52.215-23	Limitations on Pass-Through Charges (Oct 2009)	
	52.217-7	Option for Increased Quantity—Separately Priced Line Item (Mar 1989)	30 days
	52.217-8	Option to Extend Services (Nov 1999)	30 days
	52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005)	N/A
	52.219-8	Utilization of Small Business Concerns (May 2004)	
	52.219-9	Small Business Subcontracting Plan (JUL 2010)	
	52.219-16	Liquidated Damages – Subcontracting Plan (Jan 1999)	
	52.219-25	Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Apr 2003)	
	52.219-28	Post-Award Small Business Program Re-representation (Apr 2009)	
	52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	
	52.222-2	Payment for Overtime Premiums (Jul 1990)	a) The percentage specified in the Section H Clause entitled, Overtime Control Plan
	52.222-3	Convict Labor (Jun 2003)	None
	52.222-4	Contract Work Hours and Safely Standards Act – Overtime Compensation (Jul 2005)	None
	52.222-6	Davis-Bacon Act (Jul 2005)	None
	52.222-7	Withholding of Funds (Feb 1988)	None
	52.222-8	Payrolls and Basic Records (JUN 2010)	None
	52.222-9	Apprentices and Trainees (Jul 2005)	None
	52.222-10	Compliance with Copeland Act Requirements (Feb 1988)	None
	52.222-11	Subcontracts (Labor Standards) (Jul 2005)	None
	52.222-12	Contract Termination – Debarment (Feb 1988)	None
	52.222-13	Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)	None

	52.222-15	Certification of Eligibility (Feb 1988)	None
	52.222-16	Approval of Wage Rates (Feb 1988)	None
	52.222-21	Prohibition of Segregated Facilities (Feb 1999)	None
	52.222-26	Equal Opportunity (Mar 2007)	None
	52.222-27	Affirmative Action Compliance Requirements for Construction (Feb 1999)	None
	52.222-30	Davis-Bacon Act – Price Adjustment (None or Separately Specified Method) (Dec 2001)	None
	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)	None
	52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)	None
	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)	None
	52.222-41	Service Contract Act of 1965 (Nov 2007)	None
	52.222-42	Statement of Equivalent Rates for Federal Hires (May 1989)	N/A
	52.222-50	Combating Trafficking in Persons (Feb 2009)	None
	52.222-54	Employment Eligibility Verification (Jan 2009)	None
	52.223-2	**Mod 041 07/18/2012** Affirmative Procurement of Biobased Products under Sservice and Construction Contracts **Mod 041 07/18/2012**	
	52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997)	(b) None presently anticipated
	52.223-5	Pollution Prevention and Right to Know Information as Modified by DOE AL 2008-05 (Apr 2008) *see full text version in Section I below*	None
	52.223-6	Drug-Free Workplace (May 2001)	
	52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)	(b)(2) COR
	52.223-10	Waste Reduction Program as Modified by DOE AL 2008-05 (Apr 2008) *see full text version in Section I below*	
	52.223-11	Ozone-Depleting Substances (May 2001) *see full text version in Section I below*	
	52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)	
	52.223-14	Toxic Chemical Release Reporting (Aug 2003)	
	52.223-15	Energy Efficiency in Energy-Consuming Products (Dec 2007)	
	52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007)	
	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (May 2008)	
	52.223-19	**Mod 041 07/18/2012** Compliance with Environmental Management Systems **Mod 041 07/18/2012**	
	52.224-1	Privacy Act Notification (Apr 1984)	
	52.224-2	Privacy Act (Apr 1984)	
	52.225-1	Buy American Act – Supplies (Feb 2009)	

	52.225-11	Buy American Act – Construction Materials Under Trade Agreements (Aug 2009), Alt 1 *see full text version in Section I below*	(b), (2) None
	52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)	
	52.225-23	Required Use of American Iron, Steel, and Other Manufactured Goods – Buy American Act – Construction Materials Under Trade Agreements (Aug 2009)	
	52.227-1	Authorization and Consent (Dec 2007)	
	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)	
	52.227-3	Patent Indemnity (Apr 1984)	
	52.227-6	Royalty Information (Apr 1984)	
	52.227-9	Refund of Royalties (Apr 1984)	
	52.228-7	Insurance – Liability to Third Persons (Mar 1996)	
	52.230-2	Cost Accounting Standards (Oct 2008)	
	52.230-6	Administration of Cost Accounting Standards (JUN 2010)	
	52.232-9	Limitation of Withholding of Payments (Apr 1984)	
	52.232-17	Interest (Oct 2008)	
	52.232-18	Availability of Funds (Apr 1984)	
	52.232-22	Limitation of Funds (Apr 1984)	
	52.232-23	Assignment of Claims (Jan 1986)	
	52.223-25	Prompt Payment (Oct 2008)	
	52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003)	
	52.233-1	Disputes (Jul 2002)	
	52.233-3	Protest after Award (Aug 1996) – Alt I (Jun 1985)	
	52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
	52.234-4	Earned Value Management System (Jul 2006)	
	52.236-2	Differing Site Conditions (Apr 1984)	
	52.236-5	Material and Workmanship (Apr 1984)	
	52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts (Apr 1984)	
	52.236-19	Organization and Direction of the Work (Apr 1984)	
	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	
	52.237-3	Continuity of Services (Jan 1991)	
	52.237-4	Payment by Government to Contractor (Apr 1984) – Alt I (Apr 1984)	
	52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	
	52.242-3	Penalties for Unallowable Costs (May 2001)	
	52.242-13	Bankruptcy (Jul 1995)	
	52.243-2	Changes – Cost Reimbursement (Aug 1987) – Alt II and III (Apr 1984). *(Application of the specific alternate will be dependent upon the circumstances of the change, as determined by the Contracting Officer)*	
	52.243-6	Change Order Accounting (Apr 1984)	10 calendar days
	52.243-7	Notification of Changes (Apr 1984)	
	52.244-2	Subcontracts (Jun 2007)	

	52.244-5	Competition in Subcontracting (Dec 1996)	
	52.244-6	Subcontracts for Commercial Items (Jun 2010)	
	52.245-1	Government Property (Aug 2010) **Alt 1 deleted by Mod 013 11-07-11 (incorrectly designated as 52.254-1)**	
	52.245-9	Use and Charges (Jun 2007)	
	52.246-25	Limitation of Liability – Services (Feb 1997)	
	52.247-1	Commercial Bill of Lading Notations (Feb 2006)	(a) Department of Energy (b) Department of Energy Solicitation No. DE-SOL-0001551 the Contract Administration Office specified in the Section G Clause entitled, Contract Administration
	52.247-63	Preference for U.S.-Flag Air Carriers (June 2003)	
	52.247-67	Submission of Transportation Documents for Audit (Feb 2006) *see full text version below in Section I*	
	52.247-68	Report of Shipment (REPSHIP) (Feb 2006)	
	52.248-1	Value Engineering (Feb 2000) (Deviation) *see full text version below in Section I*	
	52.249-6	Termination (Cost-Reimbursement) (May 2004)	
	52.249-14	Excusable Delays (Apr 1984)	
	52.250-5	SAFETY Act—Equitable Adjustment (Feb 2009)	
	52.251-1	Government Supply Sources (Apr 1984)	
	52.251-2	Interagency Fleet Management Systems Vehicles and Related Services (Jan 1991)	
	52.252-6	Authorized Deviations in Clauses (Apr 1984) *see full text version below in Section I*	
	52.253-1	Computer Generated Forms (Jan 1991)	
	952-203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	
	952-204-2	Security Requirements (Aug 2009)	
	952-204-70	Classification/Declassification (Sep 1997)	
	952.204-75	Public Affairs (Dec 2000)	
	952.208-7	Tagging of Leased Vehicles (Apr 1984)	
	952.208-70	Printing (Apr 1984)	
	952.209-72	Organizational Conflicts of Interest (Aug 2009)	
	952.211-70	Priorities and Allocations (Atomic Energy) (Apr 2008)	
	952.215-70	Key Personnel (Dec 2000)	
	952.223-72	Radiation Protection and Nuclear Criticality (Apr 1984)	
	952.223-75	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	

	952.223-76	Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health (Aug 2009)	
	952.223-78	**Mod 041 07/18/2012** Sustainable Acquisition Program **Mod 041 07/18/2012**	
	952.226-74	Displaced Employee Hiring Preference (Jun 1997)	
	952.227-11	Patent Rights – Retention by the Contractor (Short Form) (Feb 1995)	
	952.227-13	Patent Rights – Acquisition by the Government (Sep 1997)	
	952.227-82	Rights to Proposal Data (Apr 1984)	N/A N/A
	952.227-84	Notice of Right to Request Patent Waiver (Feb 1998)	
	952.231-71	Insurance Litigation and Claims (Aug 2009)	
	952.242-70	Technical Direction (Dec 2000)	
	952.247-70	Foreign Travel (Aug 2009)	
	952.250-70	Nuclear Hazards Indemnity Agreement (Jun 1996)	
	952.251-70	Contractor Employee Travel Discounts (Aug 2009)	
	970.5204-1	Counterintelligence (Dec 2000)	
	970.5204-2	Laws, Regulations, and DOE Directives (Dec 2000)	See Section J, Attachment A, Lists A and B
	970.5204-3	Access To and Ownership of Records (Jul 2005)	(b)(1) through (b)(5) are Contractor-owned records
	970.5223-1	Integration of Environment, Safety, and Health into Work Planning and Execution (Dec 2000)	
	952.5223-2	Affirmative Procurement Program as Modified by DOE AL 2008-05 (Apr 2008) *see full text version in Section I below*	
	970.5223-4	Workplace Substance Abuse Programs at DOE Sites (Dec 2000)	
	952.5223-5	DOE Motor Vehicle Fleet Fuel Efficiency, as modified by DOE AL 2008-05 (Apr 2008) *see full text version in Section I below*	
	952.5223-6	**Mod 041 07/18/2012** Executive Order 13423, Strengthening Federal Environmental Energy, and Transportation Management Mod **041 07/18/2012**	
	970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Dec 2000)	
	970.5226-3	Community Commitment (Dec 2000)	
	970.5227-1	Rights in Data Facilities (Dec 2000)	
	970.5229-1	State and Local Taxes (Dec 2000)	
	970.5231-4	Pre-existing Conditions (Dec 2000)	April 29, 2011, April 29, 2011
	970.5232-2	Payments and Advances (Dec 2000) Alt III (Dec 2000)	(c) Section J, Attachment F
	970.5232-5	Liability with Respect to Cost Accounting Standards (Dec	

		2000)	
	970.5232-7	Financial Management System (Dec 2000)	
	970.5232-8	Integrated Accounting (Dec 2000)	
	970.5242-1	Penalties for Unallowable Costs (Aug 2009)	

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _9 years__.

52.223-5 POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION AS MODIFIED BY DOE ACQUISITION LETTER 2008-05 (APR 2008)

(a) Definitions. As used in this clause—

"Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to Implementing Instruction VIII of Executive Order 13423, Greening the Government through Leadership in Environmental Management.
"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13423 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Implementing Instruction VIII of Executive Order 13423.

FAR 52.223-10 WASTE REDUCTION PROGRAM AS MODIFIED BY DOE ACQUISITION LETTER 2008-05 (APR 2008)

(a) Definitions. As used in this clause—
"Recycling" means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.
"Waste prevention" means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.
"Waste reduction" means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of Section 3(a) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR Part 247).

52.223-11 OZONE-DEPLETING SUBSTANCES. (MAY 2001)

(a) Definition. “Ozone-depleting substance,” as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

52.225-11 BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS. (AUG 2009) ALTERNATE I (JUNE 2009).

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

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

“Commercially available off-the-shelf (COTS) item”—
(1) Means any item of supply (including construction material) that is—
(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“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.

“Cost of components” means—
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:
(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);
(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);
(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

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

“Domestic construction material” means—
(1) An unmanufactured construction material mined or produced in the United States;
(2) A construction material manufactured in the United States, if—
(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
(ii) The construction material is a COTS item.

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

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

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

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

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

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, NAFTA, and the Oman FTA apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials other than Bahrainian, Mexican, or Omani construction materials.

(2) The Contractor shall use only domestic or 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.
(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 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. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

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

(A) A description of the foreign and domestic construction materials;
(B) Unit of measure;
(C) Quantity;
(D) Price;
(E) Time of delivery or availability;
(F) Location of the construction project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
(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 the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

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

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
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 and any applicable duty (whether or not a duty-free entry certificate is issued)*.]

52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid –
(1) By the Contractor under a cost-reimbursement contract; and
(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $100. Bills under $100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
(c) Contractors shall submit the above referenced transportation documents to—
DOE, Oak Ridge Office
Official Contracting Officer's Representative (COR)
_____
[To be filled in by Contracting Officer]

FAR 52.248-1 VALUE ENGINEERING (FEB 2000) (DEVIATION)
(a) *General*. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.
(1) The Contractor may request the Contracting Officer's approval to perform value engineering analyses for the portions of the contract where:
(i) DOE dictated the specification, design, process, or work method.
(ii) DOE is not making award fee (or any other incentive) available for cost reduction efforts.
(iii) the cost estimate is extremely reliable.
(iv) the Contractor can separately track the costs of any proposed savings.

(2) After obtaining the Contracting Officer's approval to incur value engineering development and implementation costs, the Contractor is encouraged to submit value engineering change proposals (VECP's) and shall share in any net acquisition savings realized from accepted VECP's in accordance with the incentive sharing rates in paragraph (f) below. The decision on which rate applies is a unilateral decision made solely at the discretion of the Government.

(b) *Definitions*.
"Acquisition savings,'' as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include --
(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;
(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and
(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

“Collateral costs,” as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.
“Collateral savings,” as used in this clause, means those measurable net reductions resulting from a VECP in the agency’s overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.
“Contracting office” includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency’s office that is performing a joint acquisition action.
“Contractor’s development and implementation costs,” as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.
“Future unit cost reduction,” as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either --
(1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or
(2) To the calculation of a lump-sum payment, which cannot later be revised.
“Government costs,” as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract’s cost or price resulting from negative instant contract savings.
“Instant contract,” as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.
“Instant unit cost reduction” means the amount of the decrease in unit cost of performance (without deducting any Contractor’s development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.
“Negative instant contract savings” means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor’s allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.
“Net acquisition savings” means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.
“Sharing base,” as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.
“Sharing period,” as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.
“Unit,” as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.
“Value engineering change proposal (VECP)” means a proposal that --
(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; *provided*, that it does not involve a change -
(i) In deliverable end item quantities only;
(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
(iii) To the contract type only.
(c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c)(1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
(3) Identification of the unit to which the VECP applies.
(4) A separate, detailed cost estimate for
(i) the affected portions of the existing contract requirement and
(ii) the VECP.
The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.
(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
(6) A prediction of any effects the proposed change would have on collateral costs to the agency.
(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
(d) *Submission*. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.
(e) *Government action*.
(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.
(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.
(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP

to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) *Sharing rates.* If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. If a VECP is accepted, the Contractor shall share in the net acquisition savings up to the percentages shown in the table below. The Contracting Officer will determine the exact percentage as early as the date of approving the Contractor's request to perform value engineering analyses and incur value engineering development and implementation costs, but no later than the date of accepting the VECP. In making this determination, the Contracting Officer will decrease the Contractor's share as the reliability of the cost estimate decreases. For the "Incentive" sharing arrangement for cost-reimbursement contracts, the Contractor's share will typically be no greater than 20 percent. For the "Program Requirement" sharing arrangement for cost reimbursement contracts, the Contractor's share will typically be no greater than 10 percent and may be zero. The decision on which rate applies in a unilateral decision made solely at the discretion of the Government. The percentage paid the Contractor depends upon --

(1) This contract's type (fixed-price, incentive, or cost-reimbursement);

(2) The sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule); and

(3) The reliability of the cost estimate; and

(4) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	* 50	* 50	* 25	25
Incentive (fixed-price or cost) (other than award fee)	(**)	* 50	(**)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	*** 25	*** 25	15	15

* The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
** Same sharing arrangement as the contract's profit or fee adjustment formula.
*** The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.
(g) *Calculating net acquisition savings*.
(1) Acquisition savings are realized when
(i) the cost or price is reduced on the instant contract,
(ii) reductions are negotiated in concurrent contracts,
(iii) future contracts are awarded, or
(iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below).
Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings. In no case are savings realized until the Contracting Officer confirms that the Contractor has both completed the affected work satisfactorily and accounted for the costs and benefits successfully.
(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.
(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.
(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.
(h) *Contract adjustment.* The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall --
(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;
(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;
(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;
(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and
(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:
(i) Fixed-price contracts -- add to contract price.
(ii) Cost-reimbursement contracts -- add to contract fee.
(i) *Concurrent and future contract savings*.
(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant

contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.
(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by --
(i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and
(ii) Multiplying the result by the Contractor's sharing rate.
(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by --
(i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;
(ii) Subtracting any Government costs or negative instant contract savings not yet offset; and
(iii) Multiplying the result by the Contractor's sharing rate.
(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.
(5) *Alternate no-cost settlement method.* When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:
(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.
(j) *Collateral savings.* If a VECP is accepted, the Contracting Officer will increase the instant contract amount as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (f)(5) of this clause, by a rage of 0 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. Typically, for cost-reimburement contracts, the rate will not exceed 10 percent and may be zero. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.
(k) *Relationship to other incentives*. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.
(l) *Subcontracts*. The Contractor shall include an appropriate value engineering clause in any subcontract of $100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP

accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments, *provided,* that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) *Data*. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
(b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR 9) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

970.5223-2 AFFIRMATIVE PROCUREMENT PROGRAM AS MODIFIED BY DOE ACQUISITION LETTER 2008-05 (APR 2008)

(a) In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423 and the U.S. Department of Energy (DOE) Affirmative Procurement Program Guidance. This guidance includes requirements concerning environmentally preferable products and services, recycled content products and biobased products. This guidance is available on the Internet.

(b) In complying with the requirements of paragraph (a) of this clause, the Contractor shall coordinate its activities with the DOE Recycling Coordinator. Reports required by paragraph (c) of this clause shall be submitted through the DOE Recycling Coordinator.

(c) The Contractor shall prepare and submit reports, at the end of the Federal fiscal year, on matters related to the acquisition of items designated in EPA's Comprehensive Procurement Guidelines that Federal agencies and their Contractors are to procure with recovered/recycled content.

(d) If the Contractor subcontracts a significant portion of the operation of the Government facility which includes the acquisition of items designated in EPA's Comprehensive Procurement Guidelines, the subcontract shall contain a clause substantially the same as this clause. The EPA Comprehensive Procurement Guidelines identify products which Federal agencies and their Contractors are to procure with recycled content pursuant to 40 CFR 247. Examples of such a subcontract would be operation of the facility supply function, construction or remodeling at the facility, or maintenance of the facility motor vehicle fleet. In situations in which the facility management contractor can reasonably determine the amount of products with recovered/recycled content to be acquired under the subcontract, the facility management contractor is not required to flow down the reporting requirement of this clause. Instead, the facility management contractor may include such quantities in its own report and include an agreement in the subcontract that such products will be acquired with recovered/recycled content and that the subcontractor will advise if it is unable to procure such products with recovered/recycled content because the product is not available (i) competitively within a reasonable time, (ii) at a reasonable price, or, (iii) within the performance requirements. If reports are required of the subcontractor, such reports shall be submitted to the facility management contractor. The reports may be submitted at the conclusion of the subcontract term provided that the subcontract delivery term is not multi-year in nature. If the delivery term is multi-year, the subcontractor shall report its accomplishments for each Federal fiscal year in a manner and at a time or times acceptable to both parties

(e) When this clause is used in a subcontract, the word "Contractor" will be understood to mean "subcontractor" and the term "DOE Recycling Coordinator" will be understood to mean "Contractor Recycling Coordinator.”

970.5223-5 DOE MOTOR VEHICLE FLEET FUEL EFFICIENCY AS MODIFIED BY DOE ACQUISITION LETTER 2008-05 (APR 2008)

When managing Government-owned vehicles for the Department of Energy, the Contractor will conduct operations relating to such vehicles in accordance with the goals and requirements of Executive Order 13423 and implementing guidance contained in the document entitled U.S. Department of Energy Compliance Strategy for Executive Order 13423 and future revisions of this compliance strategy that are identified in writing by the Contracting Officer. Section 8 of Executive Order 13423 exempts military tactical, law enforcement, and emergency vehicles from the requirements of the order.

SECTION J

ATTACHMENT A

LIST OF REQUIRED COMPLIANCE DOCUMENTS
(Rev March 14, 2013)

List A - In accordance with DEAR Clause *970.5204-2, Laws, Regulations, and DOE Directives (Dec 2000)* the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by appropriate regulatory agency.
List B – The contractor shall comply with the requirements of DOE Directives identified under List B – List of Required Compliance Documents included in this contract. Requirements Documents of DOE Directives are applicable in whole or in part. Changes to DOE Orders, Directives, Notices or Manuals that are Contract Required Documents (CRD) will be administered in accordance with FAR Clause 52.243-2-*Changes - Cost Reimbursement* included in Section I of the Contract.
In addition, the Contractor shall ensure compliance with all relevant laws of the United States, Executive Orders, DOE Orders, DOE and EM policies, and DOE and EM guidelines that address environmental and energy performance that relates to the planning, operations, management, procurement, and disposal of electronics and Information Technology (IT) infrastructure and assets needed to execute DOE-related work set forth in this contract.

LIST B – LIST OF REQUIRED COMPLIANCE DOCUMENTS	
DOE O 110.3A	Conference Management
DOE O 130.1	Budget Formulation Process
DOE M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board
DOE O 142.1, CRD	Classified Visits Involving Foreign Nationals
DOE O 142.2A, CRD	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE O 142.3A, CRD	Unclassified Foreign Visits and Assignments Program
DOE O 150.1	Continuity of Programs
DOE O 151.1C, CRD	Comprehensive Emergency Management System
DOE O 200.1A, CRD	Information Technology Management
DOE O 203.1, Section 4	Limited Personal Use of Government Office Equipment Including Information Technology
DOE O 205.1A	Department of Energy Cyber Security Management
DOE O 205.1B, Administrative Change 1	Department of Energy Cyber Security
DOE P 205.1	Department of Energy Cyber Security Management Policy
DOE M 205.1-4	National Security System Manual
DOE M 205.1-5, Administrative change 2, CRD	Cyber Security Process Requirements Manual
DOE M 205.1-7, Administrative change 2	Security Controls for Unclassified Information Systems Manual
DOE M 205.1-8 Administrative change 2	Cyber Security Incident Management Manual
DOE O 206.1	Department of Energy Privacy Program
DOE N 206.4,CRD	Personal Identity Verification

DOE O 210.2A, CRD	DOE Corporate Operating Experience Program
DOE O 221.1A, CRD	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A, Attachment 1, CRD	Cooperation with the Office of Inspector General
DOE O 225.1B, CRD	Accident Investigations
DOE O 226.1B, CRD	Implementation of Department of Energy Oversight Policy
DOE P 226.1A	Department of Energy Oversight Policy
DOE O 227.1, CRD	Independent Oversight Program
DOE M 231.1-1B, CRD	Environment, Safety, and Health Reporting Manual
DOE O 231.1B, CRD	Environment, Safety, and Health Reporting Manual
DOE O 231.1B, Administrative Change 1	Environment, Safety and Health Reporting
DOE M 231.1-2, CRD	Occurrence Reporting and Processing of Operations Information
DOE O 232.2, CRD	Occurrence Reporting and Processing and Operations Information
DOE N 234.1	Reporting of Radioactive Sealed Sources
DOE O 241.1B, CRD	Scientific and Technical Information Management
DOE O 243.1A, CRD	Records Management Program
DOE O 243.2, CRD	Vital Records
DOE O 252.1A, CRD	Technical Standards Program
DOE O 350.1, Change 3, CRD-(Attachment 1 for Chapters I-IX)	Contractor Human Resource Management Programs
DOE O 410.2, CRD	Management of Nuclear Materials
DOE O 413.1B, CRD	Internal Control Program
DOE O 413.3B	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1C, CRD	Quality Assurance
DOE O 420.1B, Change 1, Attachment 2, CRD	Facility Safety See Section J – Attachment J: Fire Protection Program Requirements document (December 22, 2005)
DOE G 420.1-3	Implementation Guide for DOE Fire Protection and Emergency Services Programs
DOE O 422.1, CRD	Conduct of Operations
DOE O 425.1D, CRD	Startup and Restart of Nuclear Facilities
DOE O 426.2 CRD	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
DOE O 430.1B, Change 1, CRD	Real Property Asset Management
DOE Personal Property Letters (PPL)	Link for letters is: http://www.management.energy.gov/policy_guidance/748.htm
DOE O 433.1B, CRD	Maintenance Management Program for DOE Nuclear Facilities
DOE O 435.1, Change 1, CRD	Radioactive Waste Management
DOE M 435.1-1, Admin Change 2, CRD	Radioactive Waste Management Manual
DOE O 436.1	Departmental Sustainability CRD
DOE O 440.2C, Admin Change 1, CRD	Aviation Management and Safety
DOE O 442.1A, CRD	Department of Energy Employee Concerns Program

DOE O 442.2, CRD	Differing Professional Opinions on Technical Issues Involving Environment, Safety and Health
DOE G 450.4-1C	Integrated Safety Management System Guide
DOE M 452.7	Protection of Use Control Vulnerabilities and Design CRD
DOE O 460.1C, CRD	Packaging and Transportation Safety
DOE O 460.2A, CRD	Departmental Materials Transportation and Packaging Management
DOE M 460.2-1A, CRD	Radioactive Material Transportation Practices
DOE O 461.1A, CRD	Packaging and Transfer or Transport of Materials of National Security Interest
DOE P 470.1A, CRD	Safeguards and Security Program
DOE O 470.2B, CRD	Independent Oversight and Performance Assurance Program
DOE O 470.3B	Graded Security Protection (GSP) Policy CRD
DOE O 470.4 B, CRD	Safeguards and Security Program
DOE M 470.4-1, Change 2, CRD	Safeguards And Security Program Planning And Management
DOE M 470.4-2 A, CRD	Physical Protection
DOE M 470.4-3A	Contractor Protective Force
DOE M 470.4-5, CRD	Personnel Security (Restricted)
DOE M 470.4-6, Change 1, CRD	Nuclear Material Control Accountability
DOE O 471.1B, CRD	Identification and Protection of Unclassified controlled Nuclear Information
DOE O 471.3, CRD	Identifying and Protecting Official Use Only Information
DOE M 471.3-1, CRD	Manual for Identifying and Protecting Official Use Only Information
DOE O 471.6	Information Security
DOE O 473.3, CRD	Protective Program Operations (Excluding Chapter IV)
DOE O 474.2, Admin Change 1, CRD	Nuclear Material Control and Accountability
DOE O 475.1, CRD	Counterintelligence Program
DOE O 475.2A, CRD	Identifying Classified Information
DOE O 481.1C,	Work for Others (Non-Department of Energy Funded Work)
DOE O 484.1, CRD	Reimbursable Work for the Department of Homeland Security
DOE O 522.1, CRD	Pricing of Departmental Materials and Services
DOE O 534.1B, CRD	Accounting
DOE O 551.1C, CRD	Official Foreign Travel
DOE O 551.1D	Official Foreign Travel
DOE G 573.1-1	Mail Services User's Guide
DOE O 580.1A, Change 1, CRD	DOE Personal Property Management Program
DOE O 5400.5, Change 2	Radiation Protection of the Public and the Environment
DOE STD-1066-99	Fire Protection Design Criteria
DOE STD-1088-95	Fire Protection for Relocatable Structures
DOE STD-1090-2007	Hoisting and Rigging (Formerly Hoisting and Rigging Manual)
DOE STD-3007-2007	Guidelines for Preparing Criticality Safety Evaluations at Department of Energy Non-Reactor Nuclear Facilities
DOE STD-1134-1999	Review Guide for Criticality Safety Evaluations
DOE STD-1135-1999	Guidance for Nuclear Criticality Safety Evaluations
DOE STD-1158-2010	Self Assessment Standard for DOE Contractor Criticality Safety Programs
DOE-STD-1186-2004	Specific Administrative Controls

DOE-STD-5506-2007	Preparation of Safety Basis Documents for Transuranic (TRU) Waste Facilities IA-Applies to facilities which store and/or process TRU Waste
DOE HQ EM-QA-001 Rev. 1	Office of Environmental Management Quality Assurance Program (QAP)
Executive Order 13514	Federal Leadership in Environmental, Energy, and Economic Performance
ACGIH	American Conference of Governmental Industrial Hygienists-Threshold Limit Values (As referenced in 10 CFR 835 & 851)
ANSI A10.5 - 2006	Safety Requirements for Material Hoists
ANSI A10.31 - 2006	Construction and Demolition - Digger Derricks Safety Requirements(
ANSI A11.1 - 1965 (R1970)	Practice for Industrial Lighting
ANSI A12.1 - 1967	Safety Requirements for Floor and Wall Openings, Railings, and Toe Boards
ANSI A90.1 - 1969	Safety Standard for Manlifts
ANSI B56.6 - 2005	Rough Terrain forklift Trucks
ANSI N323-1978 (R1983)	Radiation Protection Instrumentation Test and Calibration
ANSI N323-1997	Radiation Protection Instrumentation Test and Calibration, Portable Survey Instruments
ANSI Z117.1 - 2009	Safety Requirements for Confined Spaces
ANSI Z358.1 - 2009	Emergency Eyewash and Shower Equipment
ANSI Z535.1 - 2006	Safety Color code
ANSI/ANS-8.1-1998, R2007	Nuclear Criticality Safety in Operations with Fissionable Materials Outside Reactors
ANSI/ANS-8.3 – 1997, R2003	Criticality Accident Alarm System
ANSI/ANS-8.7 – 1998, R2007	Guide for Nuclear Criticality Safety in the Storage of Fissile Materials
ANSI/ANS-8.15 – 1981, R2005	Nuclear Criticality Control of Special Actinide Elements
ANSI/ANS-8.17 – 2004, R2009	Criticality Safety Criteria for the Handling, Storage, and Transportation of LWR Fuel outside Reactors
ANSI/ANS-8.19 - 2005	Administrative Practices for Nuclear Criticality Safety
ANSI/ANS-8.20 – 1991, R2005	Worker Nuclear Criticality Safety Training
ANSI/ANS-8.21 – 1995, R2001	Use of Fixed Neutron Absorbers in Nuclear Facilities Outside Reactors
ANSI/ANS-8.22 – 1997, R2007	Nuclear Criticality Safety Based on Limiting and controlling Moderators
ANSI/ANS-8.23 – 2007	Nuclear Criticality Accident Emergency Planning and Response
ANSI/ANS-8.24-2007	Validation of Neutron Transport Methods for Nuclear Criticality Safety Calculations
ANSI/ANS-8.26 - 2007	Criticality Safety Engineer Training and Qualification Program
ANSI/ASHRAE 62.1-2004	Ventilation for Acceptable Indoor Air Quality
ANSI/ASME A17.3 - 2008	Existing Elevators and Escalators
ANSI/ASME A17.5 – 2004	Elevator and Escalator Electrical Equipment
ANSI/SIA A92.2 - 2009	Vehicle-Mounted Elevating and Rotating Aerial Devices
ANSI/ASME B30.2 - 2005	Overhead and Gantry Cranes
ANSI/ASME B30.5 - 2007	Mobile and Locomotive Cranes
ANSI/ASME B30.9 - 2006	Slings
ANSI/ASME B30.10 - 2009	Hooks

ANSI/ASME B30.11 - 2010	Monorails & Under-Hung Cranes
ANSI/ASME B30.16 - 2007	Overhead Hoists
ANSI/ASME B30.17 - 2006	Overhead and Gantry Cranes (Top Running Bridge, Single Girder Under Hung Hoist)
ANSI/ASME B30.20 - 2006	Below the Hook Lifting Devices
ANSI/ASME B30.21 - 1999	Manually Operated Hoists
ANSI/ASME B30.22 - 2005	Articulating Boom Cranes
ANSI/ASME B30.23 - 2005	Personnel Lifting systems Safety Standard
ANSI/ISA-84.00.01-2004, Part I	Functional Safety: Safety Instrumented Systems for the Process Industry Sector – Part 1: Framework, Definitions, System, Hardware and Software Requirements
ASME B30.26 - 2004	Rigging Hardware
ASME B56.1 - 2005	Safety Code for Low Lift and High Lift Trucks
ASME NQA-1-2004 Part I	Quality Assurance Requirements for Nuclear Facility Applications Part I. Requirements for Quality Assurance Programs for Nuclear Facilities
ASME NQA-1-2004 Part II	Quality Assurance Requirements for Nuclear Facility Applications Part II. Quality Assurance Requirements for Nuclear Facility Applications. Note: Subparts applied using graded approach. Use of the term "nuclear power plant" shall not be a limiting factor in application of Part II requirements.
ASME NQA-1a-2005	Addenda to ASME NQA-1-2004
ASME NQA-1b-2007	Addenda to ASME NQA-1-2004
ASTMF 496-90	Standard Specification for the In-Service Care of Insulating Gloves and Sleeves
ASTMF 1236-89	Visual Inspection of Electrical Protective Rubber Products (for use as implementation guidance)
Authorization Agreements	For Hazard Category 2 Nuclear Facilities designated in writing by the Department of Energy, Oak Ridge Operations (DOE ORO), an Authorization Agreement (AA) will be prepared and submitted to ORO using their written expectations and requirements and maintained as a record document.
IADC	Drilling Manual (11th Edition 2007)
IEEE C2-2007	National Electrical Safety Code (NESC)
MUTCD	Manual of Uniform Traffic Control Devices (2009 Edition and future updates approved by the Federal High Way Administration)
NFPA 1 - 2009 Edition	Fire Code
NFPA 10 - 2010 Edition	Standard for Portable Fire Extinguishers
NFPA 13 - 2010 Edition	Standard for Installation of Sprinkler Systems
NFPA 14 - 2010 Edition	Standard for the Installation of Standpipes and Hose Systems for Fire Protection
NFPA 15 - 2007 Edition	Standard for Water Spray Fixed Systems for Fire Protection
NFPA 20 - 2010 Edition	Standard for the Installation of Stationary Pumps for Fire Protection
NFPA 22 - 2008 Edition	Standard for Water Tanks for Private Fire Protection
NFPA 24 - 2010 Edition	Standard for Installation of Private Fire Service Mains and their Appurtenances
NFPA 25 - 2008 Edition	Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems

NFPA 30 - 2008 Edition	Flammable and Combustible Liquids Code
NFPA 30A - 2008 Edition	Code for Motor Fuel Dispensing Facilities and Repair Garages
NFPA 45 - 2004 Edition	Standard on Fire Protection for Laboratories Using Chemicals
NFPA 51 - 2007 Edition	Standard and the Design and Installation of Oxygen-Fuel Gas Systems for Welding, Cutting and Allied Processes
NFPA 51B - 2009 Edition	Standard for Fire Protection During Welding, Cutting and other Hot Work
NFPA 55 - 2010 Edition	Compressed Gases in and Cryogenic Fluids Codes
NFPA 59A - 2009 Edition	Standard for the Production, Storage, and Handling of Liquefied Natural Gas (LGN)
NFPA 70 - 2008 Edition	National Electric Code
NFPA 70B 2010 Edition	Recommended Practice for Electrical Equipment Maintenance
NFPA 70E - ,2009 Edition	Electrical Safety Requirements for Employee Workplaces
NFPA 72 - 2010 Edition	National Fire Alarm and Signaling Code
NFPA 80 - 2010 Edition	Standards for Fire Doors and other Opening Protectives
NFPA 80A - 2007 Edition	Recommended Practice for Protection of Buildings from Exterior Fire Exposures
NFPA 90A - 2009 Edition	Standard for the Installation of Air-Conditioning and Ventilation Systems
NFPA 90B - 2009 Edition	Standard for the Installation of Warm Air Heating and Air Conditioning Systems
NFPA 101 - 2009 Edition	Life Safety Code
NFPA 101A - 2010 Edition	Guide on Alternative Approaches to Life Safety
NFPA 110 - 2010 Edition	Standard for Emergency and Standby Power Systems
NFPA 214 - 2005 Edition	Standard on Water-Cooling Towers
NFPA 221 - 2009 Edition	Standard for High Challenge Fire Walls, Fire Walls and Fire Barrier Walls
NFPA 232 - 2007 Edition	Standard for the Protection of Records
NFPA 241 - 2009 Edition	Standard for Safeguarding Construction, Alteration, and Demolition Operations
NFPA 495 - 2010 Edition	Explosive Materials Code
NFPA 505 - 2006 Edition	Fire Safety Standard for Powered Industrial Trucks Including Type Designations, Areas of Use, Conversions, Maintenance, and Operations
NFPA 704 – 2007 Edition	Standard System for the Identification of the Hazards of Materials for Emergency Response
NFPA 780 - 2011 Edition,	Standard for the Installation of Lightning Protection Systems
NFPA 801 - 2008 Edition	Standard for Fire Protection for Facilities Handling Radioactive Materials
NFPA 820 - 2008 Edition	Standard for Fire Protection in Wastewater Treatment and Collection Facilities
NFPA 1141 - 2008 Edition	Standard for Fire Protection Infrastructure for Land Development in Suburban and Rural Areas
NFPA 1710 - 2010 Edition	Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments
IBC 2000	International Building Code
IFC 2000	International Fire Code

	Collection Facilities
NFPA 1141 - 2008 Edition	Standard for Fire Protection Infrastructure for Land Development in Suburban and Rural Areas
NFPA 1710 - 2010 Edition	Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments
IBC 2000	International Building Code
IFC 2000	International Fire Code

ATTACHMENT B

REPORTING REQUIREMENTS CHECKLIST

(As of March 2013)

The Reporting Requirements Checklist summarizes the specific products the Contractor shall submit to the DOE as required by the Contract, DOE Directives, Federal Regulations, or specified by DOE. This table includes the type of action DOE will perform, the associated DOE response time, and the date/timeframe that the Contractor is required to submit the product. The types of DOE actions are defined as:

- Approve – The Contractor shall provide the deliverable to DOE for review and approval. DOE will review the deliverable and provide comments in writing. DOE comments will be discussed with the Contractor and the Contractor shall provide written responses. The Contractor shall revise the documents to incorporate all DOE mandatory comments and resubmit for approval. Once DOE approves a deliverable or document, the Contractor shall place it under change control and shall make no changes to that document without further DOE approval.
- Review – The Contractor shall provide the deliverable to the DOE for review and comment. DOE will have the option of reviewing the information and providing comment. The Contractor shall respond to all written comments.
- Information – The Contractor shall provide the deliverable to DOE for information purposes only. DOE will have the option of reviewing the information and providing comments. Such comments do not require resolution under the Contract.

The Checklist might not include all required deliverables identified in other applicable Contract sections, DOE directives or Federal Regulations. The Contractor shall be responsible for complying with all applicable reporting requirements specified in other sections of the Contract and DOE directives and Federal, State and Local Regulations.

Reporting Requirements Checklist

Deliverable	Driver	DOE		Deliverable Due Date[1,2]	Distribution and Notification
		Action	Response Time[3]		
Transition Plan	Section C.2.1.2.1	Approve	5 days	10 days after Contract Work Authorization	CO and COR
Statement of Material Differences	Section C.2.1.2.7	Approve	30 days	60 days after Contract Work Authorization	CO and COR
Weekly Written Transition Status Reports	Section C.2.1.2.4	Information	N/A	Weekly during Transition	CO and COR
CERCLA Documents for Removal Actions, Remedial Actions and other FFA required documents	CERCLA and Federal Facility Agreement	Approve	In Accordance with the FFA	In accordance with the FFA Appendix E-J Schedules	CO and COR
Project Execution Plan (PEP) for each Capital Asset Acquisition Project and Project Control System Description	DOE O 413.3A, Change 1, Attachment 2, CRD; and Section C.2.9.17.1	Approve	30 days	60 days after Contract Work Authorization, and in support of an EIR, IPR, or Program Review	CO and COR

[1] All days refer to calendar days.
[2] Where included, "Notes" are not formal deliverables but provide information on the process used by the DOE technical point of contact and the Contractor in jointly developing the deliverable.
[3] Number of calendar days for DOE to execute its GFS/I responsibilities to provide review, approval, and/or certification action on the deliverable following Contractor submission of an acceptable product, or DOE comments on the deliverable following Contractor submission of an unacceptable product that will require revision and re-submission for DOE review, approval, and/or certification action.

Interim Performance Measurement Baseline (PMB)	DOE 413.3A, Change 1, Attachment 2, CRD; Contract Clause B.9; and Section C.2.9.17	Approve	30 days	60 days after Contract Work Authorization	CO and COR
Performance Measurement Baseline detailing all operating work and capital asset project work to be accomplished during the contract term	DOE 413.3A, Attachment 2 and Section C.2.9.17.3	Approve	60 days	90 days after completion of Contract Transition	CO and COR"
Monthly Performance Report	Section C.2.9.17.5	Review	N/A	The 12th business day of the following month	CO and COR
Risk Management Plan	DOE 413.3A, Attachment 2 and Section C.2.917.6	Approve	30 days	60 days after Contract Work Authorization with the Interim PMB, 90 days after Contract Transition with the PMB and in support of an EIR, IPR, or Program Review	CO and COR"
Contractor Self-Assessment Report	Contract Clause B.10	Information	N/A	10 days after the end of the fee performance period	CO and COR
Government-Furnished Services and Items (GFS/I)	Section J, Attachment D	Approve	30 days	45 days after Contract Work Authorization; prior to each fiscal year for annual updates and prior to each quarter for quarterly updates	CO and COR
ISMS/EMS Description	DEAR Clause 970.5223-1, and DOE M 450.4-1, CRD	Approve	60 days	30 days after Contract Work Authorization and annual updates or as required	CO and COR

ISMS/ESH&Q Performance Objectives, Measures, and Commitments	DOE M 450.4-1, CRD	Approve	60 days	30 days after , Contract Work Authorization and annual updates	CO and COR
Environmental Protection and Compliance Plan	DOE O 450.1ACRD	Approve	60 days	30 days after Contract Work Authorization	CO and COR
Worker Safety and Health Plan	10 CFR 851 Contract Clause H.28	Approve	60 days	30 days after Contract Work Authorization, and annual updates (DOE approval prior to the commencement of work)	CO and COR
Radiation Protection Program or Plan (RPP)	10 CFR 835; and Section C. 2.9.1	Approve	60 days	30 days after Contract Work Authorization, and annual updates (DOE approval prior to the commencement of work)	CO and COR
Annual Radiation Exposure Data Reporting	10 CFR 835.702 and DOE M 231.1-1A Change 2, CRD	Information	N/A	Annually	CO and COR
Report ionizing radiation exposure data summaries to the Radiation Records Repository for each monitored person	10 CFR 830	Information	N/A	Annually	CO and COR
Occupational Radiation Exposure Reports to Individuals	DOE M 231.1-1A, Change 2, CRD and 10 CFR 835.801	Information	N/A	Annually to the individual within 60 days following submittal of Annual Radiological Exposure Data Reporting	CO and COR

Occurrence Reporting and Processing System Reports	DOE M 231.1-2, CRD	Approve	14 days	Per Occurrence	Notification List
Training Implementation Matrix	DOE O 426.2 Chapter 1, CRD	Approve	30 days	30 days after Contract Work Authorization (DOE approval prior to the commencement of work; updated when necessary)	CO and COR
Excess Injuries and Illnesses Report	DOE M 231.1-1A, Change 2, CRD	Information	N/A	Quarterly each April, July, October, and January to CAIRS	CO and COR
Computerized Accident/ Incident Reporting System Injury/Illness Reporting (CAIRS)	DOE Order 231.1-1A, Change 2, CRD	Information	N/A	Monthly	CO and COR
Reporting Subcontractor Accident Information (F 5484.3 and 5484.4)	DOE M 231.1-1A, Change 2, CRD	Information	N/A	Per event	CO and COR
Chronic Beryllium Disease Prevention (CBDP) Program	10 CFR 850	Approve	60 days	30 days after Contract Work Authorization	CO and COR
Quality Assurance Program(s) Plan	10 CFR 830.120; DOE O 414.1C, CRD and NQA-1-2004 (addenda through 2007)	Approve	60 days	30 days after Contract Work Authorization, and annual updates (DOE approval prior to the commencement of work)	CO and COR

Conduct of Operations Matrix for Hazard Category 2 and 3 facilities	DOE O 422.1, CRD	Approve	30 days	60 days after Contract Work Authorization and as required (DOE approval prior to the commencement of work)	CO and COR
Contractor Assurance System Description	DOE O 226.1B, Attachment 1, CRD	Approve* *In the case of significant modifications, a review of the submittal is required.	60 days	The Contractor must submit an initial CASD to the CO for DOE review and approval. That description must clearly define process, key activities, and accountabilities. An implementation plan that considers and mitigates risks should also be submitted if needed and should encompass all facilities, systems, and organization elements. Once the CASD is approved, timely notification must be made to the CO of significant assurance systems changes prior to the changes being made.	CO and COR
Documented Safety Analyses and Safety Basis Documents	10 CFR 830 Subpart B	Approve	New DSA/TSR – 90 days Annual DSA Updates – 45 days TSR/DSA Change Packages and JCO's – 45 days	30 days after Contract Work Authorization (DOE approval prior to the commencement of work; annually for changes)	CO and COR

Authorization Agreement for Hazard Category 2 Facilities	DNFSB Recommendation TECH-19	Approve	45days	Update periodically (Recommend every two years) or when changes occur	CO and COR
Unreviewed Safety Question (USQ) Process	10 CFR 830	Approve	60 days	30 days after Contract Work Authorization, and annual updates (DOE approval prior to the commencement of work)	CO and COR
Hazard Survey	DOE O 151.1C,	Approve	30 days	Tri-Annually, or as major changes occur	CO and COR
Emergency Planning Hazards Assessments (EPHAs)	DOE O 151.1C,	Approve	30 days	Tri-Annually, or as major changes occur	CO and COR
Continuity of Operations Plan or Business Recovery Plan	DOE O 150.1	Approve	30 days	60 days after Contract Work Authorization and annual updates	CO and COR
Nuclear Material Controls and Accountability Plan/Program	DOE M 470.4-6, Change 1	Approve	30 days	90 days after Contract Work Authorization and update as required	CO, COR and DOE-ORO Safeguard and Security
Safeguards and Security Management Plan	DOE M 470.4-1, Change 1, Attachment 2, CRD	Information	N/A	90 days after Contract Work Authorization and as required	CO, COR and DOE-ORO Safeguard and Security
Site Security Plan (SSP)	DOE M 470.4-1, Change 1, Attachment 2; CRD	Approve	30 days	90 days after Contract Work Authorization and as required	CO, COR and DOE-ORO Safeguard and Security

IT Systems Security Plan	DOE O 205.1A and DOE M 205.1-5, Adm. Change 2, Attachment 1, CRD	Approve	45 days	When current accreditation expires or when there is a change that impacts the current security posture of the system. The Plan is accredited by the AMEM (Federal Designated Approving Authority) for operation for three years	CO and COR
Program Cyber Security Plan (PCSP)	DOE O 205.1A and DOE M 205.1-5, Adm. Change 2, Attachment 1, CRD	Approve	45 days	60 days after Contract Work Authorization and every two years thereafter	CO, COR and DOE-ORO Safeguard and Security
Cyber Security Incident Report	DOE O 205.1A and DOE M 205.1-8 Admin Chg 2	Information	N/A	Immediate notification and Negative Monthly Report to DOE-Cyber Incident Response Capability (CIRC)	Report incident directly to DOE-CIRC
Operations Security (OPSEC) and Classified Matter Protection and Control Plans (CMPC)	DOE M 470.4-4A, Attachment 1, CRD	Approve	45 days	90 days after Contract Work Authorization and as required	CO, COR and DOE-ORO Safeguard and Security
Human Resources Management Plan	FAR 31.205-6 as supplemented by DEAR 9703102-05-6 and H.4 (a)	Approve	30 days	30 days after Contract Work Authorization	CO, COR and DOE Contractor Human Resources
Contractor Employee Compensation Plan	Contract Clause H.6(b)(1)(E)	Review Draft/ Approve Final	30 days for final document	Draft 45 days after Contract Work Authorization Final 60 days after Contract Work Authorization	CO, COR and DOE Contractor Human Resources

Amendments/ Restatements of the pension and other benefit plans presently sponsored by BJC and other Portsmouth and Paducah contractors	Contract Clause H.6(b)(1)(E)	Review Draft/ Approve Final	30 days for final document	Draft 45 days after Contract Work Authorization Final 60 days after Contract Work Authorization	CO, COR and DOE Contractor Human Resources
New benefit plan(s)	Contract Clause H.6(b)(1)(E)	Review Draft/ Approve Final	30 days for final document	Draft 45 days after Contract Work Authorization Final 60 days after Contract Work Authorization	CO, COR and DOE Contractor Human Resources
Summary Plan Descriptions (SPDs)	Contract Clause H.6(b)(1)(E)	Review Draft/ Approve Final	30 days for final document	Draft 45 days after Contract Work Authorization Final 60 days after Contract Work Authorization	CO, COR and DOE Contractor Human Resources
Report of Contractor Expenditures for Supplementary Compensation for the previous calendar year	H.4(f)7	Information	N/A	No later than March 1st of the current calendar year	Via the DOE Workforce Information System (WFIS) Compensatio n and Benefits Module
Employee Benefits Value Study (Ben-Val)	DOE O 350.1, Change 3, CRD and Contract Clause H.4(f)(3)(A)	Approve	45 days	Every 2 years	DOE Contractor Human Resources; COR, CO approval and submission to HQ
Employee Benefit Cost Study	DOE O 350.1, Change 3, CRD and Contract Clause H.4(f)(3)(B)	Approve	45 days	Annually	DOE Contractor Human Resources; COR, CO approval and submission to HQ

For each pension plan or portion of a pension plan for which DOE reimburses costs: -Copies of IRS forms 5500 with schedules -Copies of all forms in the 5300 series that document the establishment, amendment, termination, spin-off, or merger of a plan	DOE O 350.1, Change 3, CRD and Contract Clauses H.4(g)(5)(A) and H.4(g)(5)(B)	Information and Approve	45 days	Annually within 9 months of the last day of the current Pension Plan year	DOE Contractor Human Resources; COR, CO approval and submission to HQ
Collective Bargaining Agreements	DOE O 350.1, Change 3, CRD and Clause H.9	Approve	N/A	Before proposing or agreeing to changes in any pension or other benefit plans. 24 hours after conclusion of negotiation	Coordination with DOE Contractor Human Resources, CO, COR and DOE Senior Management
Report of Settlement	DOE O 350.1, Change 3, CRD	Information	N/A	30 days after settlement of collective bargaining agreement negotiations. Report to be entered electronically into the Work Force Information System (WFIS)	CO, COR and DOE Contractor Human Resources
Final Workforce Transition Plan	Contract Clause H.6(a)(3)	Approve	30 days	30 days after Contract Work Authorization	CO, COR and DOE Contractor Human Resources

Final Benefits Transition Plan	DOE O 350.1, Change 3, CRD and Contract Clause H.6(b)	Information	N/A	Draft 20 days after Contract Work Authorization and Final 30 days after Contract Work Authorization	CO, COR and DOE Contractor Human Resources
Description of plans and processes for ensuring compliance with H.4(e) Pay and Benefit Programs and H.5(b) Annual Actuarial ~~Evaluations~~ Valuations	DOE O 350.1, Change 3, CRD; Contract Clause H.6(b)(1)	Information	N/A	20 days after Contract Work Authorization	CO, COR and DOE Contractor Human Resources
Application for Contractor Compensation Approval	DOE O 350.1, Change 3, CRD	Approve	60 days	30 days after Contract Work Authorization for top five highly compensated and thereafter for any proposed changes in compensation	CO, COR and DOE Contractor Human Resources
Semi-Annual Report of Compensation	DOE O 350.1, Change 3, CRD	Information	N/A	Semi-annually by April 30th and September 30th	CO, COR and DOE Contractor Human Resources
Contractor Salary-Wage Increase Expenditure Report	DOE O 350.1, Change 3, CRD	Information	N/A	Annually	CO, COR and DOE Contractor Human Resources
Negotiation of Advanced Understanding of Human Resources Costs	DOE O 350.1, Change 3, CRD	Approve	90 days	Negotiations should begin 30 days after Contract Work Authorization	CO, COR and DOE Contractor Human Resources

Communication plan detailing the communication that the Contractor and its subcontractors will engage regarding implementation of the hiring preference requirements set forth in Clause H.3	H.6(a)(1)(A)	Information	N/A	10 days after Contract Work Authorization	CO and COR
Communication Plan with the Incumbent Employees, regarding the implementation of the hiring preferences in clause "Workforce Transition and Employee Hiring Preferences," paragraph H.3(a)(1) and (2)	H.6(a)(2)(B)	Information	N/A	15 days after Contract Work Authorization	CO and COR
Workforce Transition Plan for the Contractor and its first and second tier subcontractors	H.6(a)(2) and H.6(a)(3)	Review Draft/ Approve Final	30 days for final document	Draft 15 days after Contract Work Authorization Final 30 days after Contract Work Authorization	CO and COR

Reports on implementation of the hiring preferences required by the clause titled, "Workforce Transition and Employee Hiring Preferences,"	H.6(a)(4)	Information	N/A	Weekly during the 90 day Contract Transition Period Bi-weekly during the remainder of the six-month Workforce Transition Period As requested by the CO after the Workforce Transition Period	CO and COR
Employee Headcount Report	DOE-HQ (Work Force Information System Reporting) and Oak Ridge report	Information	N/A	Semi-annually by January 13th and July 14th	CO, COR and DOE Contractor Human Resources
Annual Parent Organization Support Plan (POSP)	Contract Clause H.23(d)	Approval	30 days	Initial POSP 60 days prior to: (1) the end of the Contract *Transition Period*; or (2) the commencement date of parent organization support proposed by the Contractor or required by the Government. Any subsequent POSP shall be submitted 90 days prior to the start of each year of contract performance.	CO and COR
Payroll and Resident Report	DOE Oak Ridge Standardized Report	Information	N/A	Annually by January 20th	CO, COR and DOE Contractor Human Resources
Enforcement Report	DOE O 350.1, Change 3, CRD	Information	N/A	Semi-annually by April 5th and October 5th	CO, COR and DOE Contractor Human Resources

Workplace Substance Abuse Program	DOE O 350.1, Change 3, CRD and 10 CFR 707	Approve	15 days	45 days after Contract Work Authorization	CO, COR and DOE Contractor Human Resources
Results of Workplace Substance Abuse Program	DOE O 350.1, Change 3, CRD and 10 CFR 707	Information	N/A	Semi-Annual by January 30th and July 30th	CO, COR and DOE Contractor Human Resources
Diversity Plan	Contract Clause H.38	Approve	30 days	60 days after Contract Work Authorization and when changes or updates occur	CO, COR and DOE Contractor Human Resources
Quarterly Diversity Reports	Contract Clause H.38	Information	N/A	Quarterly	CO, COR and DOE Contractor Human Resources
Annual Overtime Control Plan	DOE O 350.1, Change 3, CRD; Section I FAR Clause 52.222-2; and Contract Clause H.43	Approve	45 days	Annually	CO, COR and DOE Contractor Human Resources
Contractor Community Commitment Progress Report	DEAR 970.5226-3 and Contract Clause H.37	Information	N/A	Semi-annually	CO and COR
Employee Assistance Program Plan	DOE O 350.1, Change 3, Chapter 9 and 10 CFR, part 707.6.	Approve	60 days	30 days after Contract Work Authorization	CO, COR and DOE Contractor Human Resources
Physical Inventories	DOE O 580.1, Change 1, CRD	Review	30 days	Annually by early November	CO, COR and DOE-ORO Property Management
PIDS Report	FAR 45 and DOE O 580.1, Change 1, CRD	Review	30 days	Annually by mid November	CO, COR and DOE-ORO Property Management

Summary Report of DOE-Owned Plant & Capital Equipment	DOE Accounting Handbook, Chapter 10	Review	30 days	Annually by September 15th	CO, COR and DOE-ORO Property Management
Excess Personal Property Furnished Non-federal Recipients	41 CFR 102-36.155 (g); DOE-HQs	Review	30 days	Annually by early November	CO, COR and DOE-ORO Property Management
Exchange/ Sale Report	41 CFR 102-39.75; DOE-HQs	Review	30 days	Annually by early November	CO, COR and DOE-ORO Property Management
NRC Property Held at DOE Facilities Report	NRC Mgt. Directive11.7 Part IX	Review	30 days	Annually by early November	CO, COR and DOE-ORO Property Management
Precious Metals Inventory	DOE Order 580.1, Change 1, CRD	Review	30 days	Annually by mid September http://www.y12.doe.gov/missions/pmetal/	CO, COR and DOE-ORO Property Management
Precious Metals Forecast	DOE-HQs; Precious Metals Business Center	Review	30 days	Annually by mid September http://www.y12.doe.gov/missions/pmetal/	CO, COR and DOE-ORO Property Management
Termination Inventories	FAR part 45, Subpart 45.508	Review	30 days	Upon termination or completion of the contract	CO, COR and DOE-ORO Property Management
Facility Information Management System (FIMS) Reports	41 CFR 102-84.15; DOE O 430.1B, Change 1, CRD	Review	30 days	1. Set up database 2. Update facilities information as changes occur 3. Provide maintenance data as required by HQ (actual due October 30th; required due March 1st/; deferred due September 30th)	CO, COR and FIMS Database and DOE-ORO Property Management

Site Disposition Plan	DOE O 430.1B, Change 1, CRD	Review	30 days	60 days after Contract Work Authorization	CO, COR and DOE-ORO Property Management and local EM FIMS contact
Other Real Estate Reports as required	N/A	Review	30 days	As requested	FIMS Database
Federal Automotive Statistical Tool (FAST) reporting	41 CFR 102-34.330	Approve	30 days	Annually by November	CO, COR and DOE-ORO Fleet Manager
Energy Policy Act (EPACT) 2005 Section 701 Waiver Request	Energy Policy Act of 2005	Review	30 days	Annually by June 30th	CO, COR and DOE
Energy Independence and Security Act, EISA Section 246	Energy Policy Act of 1992 Note: 2010 could be last reporting year	Review	30 days	Annually	CO, COR and DOE
Motor Vehicle Use Goals	41 CFR 109-38.5103 and 41 CFR 109-38.5105	Approve	30 days	Annually by November	CO, COR and DOE
Other Motor Equipment Use Goals	41 CFR 109-38.5104	Approve	30 days	Annually by November	CO, COR and DOE
Motor Vehicle Utilization Reviews	41 CFR 109-38.5105	Approve	30 days	Annually by October	CO, and COR
Motor Vehicle Fleet Report (OMB A-11)	OMB Directed	Review	30 days	January - April	CO, COR and DOE
Motor Vehicle Appropriation Request Report	OMB Directed	Review	30 days	Annually	CO, COR and DOE
Motor Vehicle Statement Report	OMB Directed	Review	30 days	January – April and August	CO, COR and DOE

Government Property Missing, Lost, Damaged or Theft Report	DOE O 580.1, Change 1, CRD	Review	30 days	Immediately after incident occurs	CO, COR and DOE-ORO Property Administrator
Environmental Liability Estimate	DOE Accounting Handbook/ DOE O 534.1B, CRD	Approve	N/A	Annually	CO, COR and Oak Ridge Financial Service Center
Field Budget Call 5 year Plan	DOE O 130.1	Information	N/A	Annually	CO, COR and Oak Ridge Financial Service Center
Financial Management System	DEAR 970.5232-7	Approve	60 days	Annually	CO, COR and Oak Ridge Financial Service Center
Financial Disclosure of Revenue Activities	OMB Statement of Federal Financial Accounting Standards Number 7	Information	N/A	Annually	CO, COR and Oak Ridge Financial Service Center
ES&H Funded & Unfunded Compliance Activities Spreadsheet & Executive Summary	DOE Accounting Handbook/ DOE O 534.1B, CRD	Information	N/A	Annually	CO, COR and Oak Ridge Financial Service Center
Conference Management	DOE O 110.3A	Information	N/A	Annually	CO and COR
Quarterly Report on Receivables Due From the Public	DOE Accounting Handbook/ DOE Order 534.1, B CRD	Information	N/A	Quarterly	CO, COR and Oak Ridge Financial Service Center
Collection of Delinquent Interagency Receivables	DOE Accounting Handbook/ DOE Order 534.1, B CRD	Information	N/A	Quarterly	CO, COR and Oak Ridge Financial Service Center

Budget Call Inputs	DOE O 130.1, Attachment 1, CRD	Information	N/A	Annually	CO, COR and DOE ORO Planning and Budget
45 Day Termination Notices – RI Tenants, telecommunications	DOE-ORFSC	Information	N/A	Monthly	CO, COR and Oak Ridge Financial Service Center
60 Day Termination Notices – RI Tenants, telecommunications	DOE-ORFSC	Information	N/A	Monthly	CO, COR and Oak Ridge Financial Service Center
Telecommunication Aging Schedule – RI Tenants	DOE - ORFSC	Information	N/A	Monthly	CO, COR and Oak Ridge Financial Service Center
D&D Estimate	Energy Policy Act of 1992	Information	N/A	Monthly	CO, COR and DOE Planning and Budget
Financial Plan Requests	DOE Planning and Budget Requirement	Information	N/A	Monthly by day 15th of each month	CO, COR and DOE Planning and Budget
Nuclear Materials Classified Financial Reporting	Departmental Inventory Management System (DIMS) Reporting – DOE Accounting Handbook/ DOE Order 534.1B, CRD	Information	N/A	Quarterly	CO, Conrad NNSA - Service Center in Albuquerque, NM
International Transaction	DOE Accounting Handbook/ DOE Order 534.1B, CRD	Information	N/A	Quarterly	CO, COR and Oak Ridge Financial Service Center

Financial Reporting (STARS)	DOE Accounting Handbook/ DOE Order 534.1B, CRD	Information	N/A	Monthly	CO, COR and Oak Ridge Financial Service Center
Functional Cost	DOE HQ – Annual Data Request	Information	N/A	Annually	CO, COR and Oak Ridge Financial Service Center
Economic Analysis	DOE HQ – Annual Data Request	Information	N/A	Annually	CO, COR and Oak Ridge Financial Service Center
Site Usage Calculation	DOE-ORFSC	Approval	30 days	Annually	CO, COR and Oak Ridge Financial Service Center
Disclosure Statement Update	Public Law 100-679(41U.S.C .422)	Approval	60 days	As Needed	CO, COR and Oak Ridge Financial Service Center
Financial Accounting Standards 4 Disclosure (YN)	Financial Accounting Standards #4	Information	N/A	Annually	CO, COR and Oak Ridge Financial Service Center
Letter of Credit	DOE Accounting Handbook/ DOE Order 534.1B, CRD	Information	N/A	Monthly	CO, COR and Oak Ridge Financial Service Center
Certificate of Deposit	DOE Accounting Handbook/ DOE Order 534.1B, CRD	Information	N/A	Monthly	CO, COR and Oak Ridge Financial Service Center

Financial Accounting Standards 106 Disclosure	DOE Annual Data Request – Financial Accounting Standards #106	Information	N/A	Annually	CO, COR and Oak Ridge Financial Service Center
Financial Accounting Standard 87 Disclosure	DOE Annual Data Request – Financial Accounting Standards #87	Information	N/A	Annually	CO, COR and Oak Ridge Financial Service Center
Project Management Cost Performance Reports for input to Project Assessment Reporting System (PARS)	Office of Engineering & Construction Management and Deputy Secretary Project Performance Report	Review	N/A	Monthly	CO and COR
Integrated Planning, Accountability, and Budgeting System (IPABS) Spring Data Call	DOE-HQ IPABS Information System	Review	N/A	Annually	CO and COR
IPABS Fall Data Call	DOE-HQ IPABS Information System	Review	N/A	Annually	CO and COR
Status Report of Inventory and Disposition of Radioactive Poly Chlorinated By-phenyls (PCB) Wastes on the ORR	ORR PCB Federal Facility Compliance Act (FFCA)	Approve	30 days	Semiannually by April 30th and October 30th	CO and COR
Small Business Subcontracting Plan including Annual Subcontracting Goals	Contract Clause H.17	Approve	30 days	Prior to the beginning of each Fiscal Year	CO and COR

Internal Audit Implementation Design including overall strategy for Internal Audit	Contract Clause H.55	Approve	30 days	After Contract Work Authorization, extension, or exercise of option	CO, COR and DOE Oak Ridge Financial Center
Annual audit report summarizing audit activities during previous Fiscal Year	Contract Clause H.55	Approve	30 days	Annually by January	CO, COR and DOE Oak Ridge Financial Center
Annual Audit Plan for activities to be undertaken by Internal Audit next Fiscal Year	Contract Clause H.55	Approve	30 days	Annually by June 30th	CO, COR and DOE Oak Ridge Financial Center
Report of Estimated Foreign Currency Collections and Expenditures [Treasury Financial Manual – Vol. 1- Part 2 - Chapter 3200 (T/L 551-R)]	Treasury Financial Manual – Vol 1 – Part 2 – Chapter 3200 (T/L 551-R) and DOE Headquarters Year End Financial Calendar	Information	N/A	Annually	CO, COR and DOE Oak Ridge Financial Center
Federal Aid to State and Local Governments	DOE-HQ Year End Financial Calendar	Information	N/A	Annually	CO, COR and DOE Oak Ridge Financial Center
Payments Made to International United Nations Organizations	DOE-HQ Year End Financial Calendar	Information	N/A	Annually	CO, COR and DOE Oak Ridge Financial Center

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	DOE ORO Planning and Budget	Information	N/A	Monthly	CO, COR and DOE Oak Ridge Financial Center

New Permit Applications and Renewals (where DOE is named as owner and/or co-operator)	H.34 (c)	Submit to Regulators	30 days	30 days prior to the date of submittal to the regulators for DOE's final review and signature or concurrence Note: The deliverable will be developed based on a working group between the DOE technical point of contact and the Contractor and DOE comments will be included in the submitted deliverable.	CO and COR
Update of the Site Treatment Plan for Mixed Wastes on the Oak Ridge Reservation/Mixed Waste Inventory Report (reporting period ends September 30)	State of Tennessee Commissioners Order	Submit to Regulators by October 31	11 days	Annually by October 20th to DOE from Contractor Note: The deliverable will be developed based on a working group between DOE, TDEC, and DOE Contractors and comments will be included in the submitted deliverable.	CO and COR
Semiannual Progress Report for the Site Treatment Plan/Mixed Waste Inventory Report (reporting periods end March 31 and	State of Tennessee Commis-sioners Order	Submit to Regulators by April 30 and October 30	10 days	Semiannually by April 20th and October 20th to DOE from Contractor Note: The deliverable will be developed based on a working group between DOE and DOE Contractors and comments will	CO and COR

September 30)				be included in the submitted deliverable.	
Annual Report on Inventory and Disposition of Radioactive PCB Wastes on the ORR	ORR PCB FFCA	Information	N/A	Annually by November 30th to DOE by Contractor Note: The deliverable will be developed based on a working group between DOE and DOE Contractors and comments will be included in the deliverable. Report is not required to be submitted to regulators.	CO and COR
Annual Solid Waste Management Unit /Area of Concern Update	Corrective Actions Conditions of ORR RCRA Permits	Review (draft)	30 days (draft)	Annually by January 31st, Contractor will submit to TDEC Note: The deliverable will be developed based on a working group between DOE and DOE Contractors and comments will be included in the deliverable. The target date for review of a draft by the working group will be December 15th.	CO and COR
Inventory of Federal Hazardous Waste Activities	RCRA 3016	Submit to DOE HQ by January 31 (biennially)	29 days	Biennially, by January 2nd, Contractor will provide input to DOE based on content and format of previous biennial report.	DOE ORO Technical Point of Contact

Annual Report of Hazardous Waste Activities for the U.S. Department of Energy - East Tennessee Technology Park	Tennessee Hazardous Waste Manage-ment Act	Information	N/A	Annually by March 1st to TDEC by Contractor	CO and COR
Toxic Chemical Release Inventory (TRI Report)	EPCRA	Submit to Regulators by July 1 (electronic submittal)	15 days	Annually by June 15th to DOE by Contractor .	CO and COR
Contractor Pollution Prevention Tracking and Reporting System (PPTRS) Report (reporting period ends September 30)	RCRA 6002; EO 13423	Review (draft)	15 days (draft)	Annually by early December by Contractor (actual due date varies based on date established by DOE HQ in data call) Note: A target date for review of a draft report by the DOE Technical Point of Contact will be November 10th.	NA, Electronic Submittal using DOE database (PPTRS)
Quarterly Reports for the Site Treatment Plan (reporting periods end March 31, June 30, September 30, and December 31)	Site Treatment Plan Enforce-able Milestones	Submit to Regulators by January 30, April 30 July 30, and October 30	10 days	Quarterly by January 20th, April 20th, July 20th, and October 20th Note: The deliverable will be developed based on a working group between DOE and DOE Contractors and comments will be included in the deliverable.	CO and COR

Section J Attachment C

Implementation Plan Guidance

An IP must contain the following information described in (a) through (n) below. Contractors may submit printouts from internal tracking/trending systems in lieu of a standard IP if all the required elements are included in the system printout. If a particular heading is not applicable to a specific situation, enter "Not Applicable" or "None."

An IP must also include a statement that all other applicable requirements in the new Directive/standard are fully implemented. If the entire Directive/standard was placed in the contract, the IP must include a brief justification for any requirements considered to be not applicable.

(a) Date of Submission. Self-explanatory.

(b) Applicability. The plan must clearly identify which site, organization, activities, or facility(ies) are covered.

(c) Identify Requirements Not Fully Implemented. Identify the requirement(s) that is not fully implemented by source document number, title, paragraph, section number, etc.

(d) Description of the Noncompliance(s). Discuss the nature and degree of the noncompliance. For example, if the standard/requirement is partially implemented, discuss what is in place and what is not. Identify the major systems or activities affected. The discussion must be sufficient to enable reviewers to draw conclusions on the degree of risk resulting from non-implementation, the appropriateness of the action steps, and the reasonableness of the resource estimates.

(e) Implementation Assumptions. Describe basic implementation assumptions, such as clarification regarding methods for determining applicability, interpretations used in determining compliance status and implementation planning, etc. . If there are conflicting requirements, identify which of the conflicting requirements will be implemented and explain reasons for the selection.

(f) Exemptions. List any exemption requests (both submitted and under review or approved) that are related to the requirements covered by the plan and include a copy of them as an attachment.

(g) Compensatory Measures. If compensatory measures are deemed necessary to offset increased environment, safety, and health (ES&H) risks associated with the noncompliance, include a description of those measures and a schedule for implementing them. Summarize the compensatory measures in the first paragraph, followed by a more detailed description and explanation in subsequent paragraphs. Clearly indicate what measures are in place, which will be implemented before DOE approval, and which will be implemented only after DOE approval. Distinguish between measures that were in place before discovery of the noncompliance and measures put into place because of the noncompliance. Provide a schedule with dates for initiation, duration, and completion of measures that are not fully in place.

If compensatory measures are not required, provide an explanation for this conclusion that is related to the discussion of increased risk under the next heading. Some examples of situations where compensatory measures may not be needed are:

- The noncompliance has no direct or immediate impact on worker or public health or safety or protection of the environment.

- The probability or the consequences of an accident that would be prevented by compliance with the requirement are negligible during the time the corrective actions are being implemented (e.g., operations are shut down).

(h) Risk of Not Implementing Immediately. Discuss any ES&H, security, quality assurance, or other concern created by the delay in implementation of the requirement. Provide a full description of how the existing or planned compensatory measures reduce the risk. If there is little or no risk associated with the noncompliance, provide a sound, reasoned justification for that statement.

(i) Actions Needed to Implement. Identify the specific actions needed to fully implement the requirement. Include the submission of budget requests as an action where appropriate. Identify the organization responsible for implementing each action and provide milestones and schedules. If implementation is expected to take many months and multiple years, provide interim as well as ending milestones. The interim milestones give the contractor and ORO a basis for assessing performance in complying with the longer term requirements.

Duration schedules rather than fixed dates may be provided for items that need additional resources or that are dependent on completion of other actions (e.g., six months from receipt of funding or two months from completion of Phase II of the Safety Analysis Report). Fixed date schedules must be provided for actions with sufficient resources that are not dependent on other actions. A sample format is provided below.

Activity	Responsibility	Start/End
Revise SPP-XXX to include inspection of fire dampers	Fire Protection Division	Start 01/15/2003 End 01/01/2004

When appropriate, provide attachments containing drawings, plans, calculations, procedures, test results, relevant history of the system, and any other supporting information.

(j) Additional Resources Needed. If no additional resources are needed, the IP must so state. The resource impacts of the corrective actions must be broken out by:

- Organization or Business Unit, if applicable;

- What is funded and what is not (by program/funding source);

- Whether or not the resources are included in the ES&H Management Plan; and

- Whether any of the needed funds are included in an approved budget request.

Budget requests must be submitted for all unfunded actions included in an approved IP. If

corrective actions are to be completed by reallocating amounts already funded, describe what other scheduled activities will not be completed because of the reallocation. The COR must approve any reallocation of existing funds. If the actions in another IP are or will be affected, identify the IP and attach a copy.

(k) Justification for Approval or Continued Operation. Referring to specific activities, explain why it is acceptable to continue operating while in noncompliance with the requirement(s). If appropriate, discuss how the existing or planned compensatory measures contribute to this conclusion. Describe the nature and results of any tests or analyses conducted to support these conclusions.

The justification for approval may refer to any type of net benefit arising from the approval, including avoidance of costs, reduction in risk to workers and the public, improved operational efficiency, etc. Discuss other factors or risks associated with approval or disapproval, such as exposure to possible legal action during the period of noncompliance.

(l) List of Attachments. Self-explanatory.

(m) Contractor Approvals. Provide the internal contractor approval sheet that shows that the IP has received internal review and approval before submission to ORO.

(n) Technical Point of Contact. Include a contact name and telephone number for a person or persons who can answer detailed technical questions about the IP.

The contractor should not wait for formal DOE approval and should begin working the funded portions of an IP as soon as it is submitted. If questions arise or if there is a need for direction on specific implementation actions before DOE approval is granted, the contractor submits the issues to the CO with a copy to the COR and DMG.

Implementation Plan Revisions. Contractor IP preparers must make requested changes and submit revised plans within 30 calendar days of receipt of the ORO change request or as directed in the CO's letter. Contractors submit revised IPs to the CO, with a copy to DMG. Revised plans are reviewed and approved in the same manner as the original plan. A revised IP is also required when the contractor makes substantive changes to an IP because of changing conditions or because of inability to meet deadlines established in the IP. The letter transmitting the revised IP must briefly explain the reason for the revision. If the revision is due to inability to meet an established deadline, the revised IP must be submitted before the existing commitment date is missed.

Contractors must not delete uncompleted actions from an IP between one revision and the next. If multiple revisions of a plan are involved, completed items must be noted as such in at least one revision before being deleted.

Contractors send a letter to the CO, with a copy to the COR and DMG, requesting closure and stating that the corrective actions in the IP have been completed. Any ongoing activities are noted in the letter.

SECTION J, ATTACHMENT D
GOVERNMENT-FURNISHED SERVICES AND ITEMS (GFS/I)

SECTION J

ATTACHMENT D

GOVERNMENT FURNISHED SERVICES/ITEMS

DOE is committed to providing effective support to the contractor throughout the period of contract performance, and the Contractor may request that DOE consider providing additional GFS/I if needed. To manage the GFS/I to be furnished under the contract and to evaluate the additional GFS/I that may be required by the contractor, the Contractor shall submit for DOE approval:

- GFS/I Request - 12-month advance projection of GFS/I to be furnished under the contract and additional contractor-requested GFS/I, prior to each fiscal year;

- GFS/I Request - Quarterly updates to the projection of GFS/I to be furnished under the contract and additional contractor-requested GFS/I, prior to each quarter; and

- information that supports the improved performance for the cost saved as a result of having the requested GFS/I.

DOE will review the 12-month and quarterly advance projections. If it is determined to be in the best interest of the Government, DOE will notify the contractor within 30 days that the additional contractor-requested GFS/I can be provided, and will provide the contractor details regarding the DOE action(s).

The Government will provide the services/items listed in the table below as available. Services/items provided under an existing DOE lease, agreement, or contract may not be available during the entire term of the contract. DOE will provide the Contractor with 120 days advance notice prior to an available service being discontinued to allow the contractor to make alternative arrangements for that service.

GFS&I	REQUIREMENT *
Approval of CERCLA Documents, Pre-ROD	In accordance with FFA protocol
Approval of CERCLA Documents, Post-ROD	In accordance with FFA Protocol
Protective Force Services	Physical Security
Security Management Program	Personnel Security: access authorizations, badging, HSPD-12 credential center, Unclassified Foreign National Visits and

	Assignments (UFNVA) program, official foreign travel and security awareness program
Security Clearances	DOE will process all access authorization requests in accordance with processing requirements outlined in DOE Manual 470.4-5 and processing timelines outlined in the Intelligence Reform & Terrorism Prevention Act (IRTPA).
Cyber Security Program	Compliance of the Under Secretary of Energy Program Cyber Security Plan (PCSP) and Environmental Management Program Security Plan (PSP).
Fire and Emergency Response Services	In accordance with the *Memorandum of Agreement (MOA) Between the U.S. Department of Energy and the City of Oak Ridge, Tennessee, on the Transition of the East Tennessee Technology Park Fire Protection and Emergency Response Services* or any subsequent agreements regarding the same services. The Contractor shall be responsible for the costs for these services.
Approval of Emergency Preparedness Documents	• Emergency Planning Hazard Surveys – 45 calendar days • Emergency Planning Hazard Assessments - 45 calendar days
Approval of Safety Basis Documents	• Hazard Analysis Document – 45 calendar days • New DSA/TSR (includes BIO, SAR, etc.) – 90 calendar days • Annual Update of DSA – 45 calendar days (if new scope added, will be treated as new DSA) • TSR/DSA Change Packages and JCO's – 45 calendar days (if very complex, 90 calendar days)
Offsite waste disposal at DOE controlled sites	Available when needed per the baseline schedule.
DOE Oversight of Contractor Work	Within 60 days of contract award DOE will provide to the Contractor a DOE Oversight Plan.
Access to Government controlled database and systems	DOE will provide the Contractor access to the following database and systems: • Integrated Planning Accountability and Budget System (IPABS) • Facility Information Management System(FIMS) • Computerized Accident/Incident Reporting System (CAIRS) • Non-Compliance Tracking System (NTS) database • Occurrence Reporting and Processing System (ORPS) • Foreign Access Central Tracking System(FACTS) database

	• Condition Assessment Information System (CAIS)
ETTP Utility Services	Available where utility services are provided under an existing DOE lease, agreement, or contract and are not available directly from the City of Oak Ridge or other local utility provider. The Contractor shall be responsible for payment of the costs associated with the provision of the utility services.
ETTP Grounds Maintenance	General site grounds maintenance, minor roads/sidewalks/parking lot maintenance (not including major repair/paving activities), snow removal, and grass cutting are available where these services are provided under an existing DOE lease or contract. The Contractor shall be responsible for payment of the costs associated with the provision of these services.
Telecommunications Services	The Government provides telecommunications services for the reservation through contract OR23290. The Contractor shall be responsible for payment of the costs associated with the provision of these services.

* All time requirements for DOE approvals are contingent upon the document submitted by the Contractor for approval being complete, accurate, and adequate in content and quality.

ATTACHMENT E
ADVANCED UNDERSTANDING OF HUMAN RESOURCE COSTS

Requirement: DOE intends to reach an advanced understanding with the Contractor on certain human resource costs for costs that will be reimbursed under this contract prior to completion of the transition period. These costs are those associated with human resource policies and systems which the contractor intends to apply to work under this contract. Any deviation from the advanced understanding must be approved by DOE before such costs are incurred in order to be considered allowable (either direct or indirect) under this contract. (DOE O 350.1, Change 1, CRD, Contract Clause H.13) (D-9)

ADVANCE UNDERSTANDING OF HUMAN RESOURCE COSTS

(Attached Hereto)

URS/CH2M Oak Ridge LLC (UCOR)
(East Tennessee Technology Park)

CONTRACT NO. DE-SC-0004645

Effective 8/1/2011

TABLE OF CONTENTS

1. INTRODUCTION -1-

2. DEFINITIONS -2-

3. PAY POLICIES -5-

3.1 BARGAINING UNIT EMPLOYEE COMPENSATION -5-
3.2 NONREPRESENTED EMPLOYEE COMPENSATION -5-
3.2.1 POLICY/OBJECTIVES
3.2.2 SALARY ADMINISTRATION
3.2.3 APPROVAL OF INDIVIDUAL COMPENSATION ACTIONS
3.2.4 OTHER PAY PROVISIONS

3.3 SEVERANCE PAY -10-
3.3.1 SEVERANCE PAY BENEFIT
3.3.2 LAYOFF
3.3.3 REPLACEMENT EMPLOYER
3.3.4 HOLDING STATUS

4. BENEFIT PROGRAMS & POLICIES -13-

4.1 COMPANY SERVICE CREDIT -14-

4.2 HOLIDAYS -14-

4.3 SHORT-TERM DISABILITY PAY FOR SALARIED EMPLOYEES -15-

4.4 PAID TIME OFF -16-

4.5 LEAVES OF ABSENCE -16-
4.5.1 LEAVE OF ABSENCE WITHOUT PAY
4.5.2 PAID EDUCATION/SABBATICAL LEAVE

4.6 JURY DUTY -17-

4.7 MILITARY SERVICE, TRAINING, AND EMERGENCY DUTY -17-

4.8 COMMUNITY SERVICE -17-
4.8.1 CIVIL LEAVE
4.8.2 CIVIL DEFENSE/EMERGENCY PREPAREDNESS EXERCISES
4.8.3 ELECTION OFFICIALS
4.8.4 VOTING TIME

TABLE OF CONTENTS (CONTINUED)

4.9 GROUP INSURANCE PLANS -18-
4.9.1 BENEFITS PROGRAM FOR DISPLACED WORKERS

4.10 PENSION AND SAVINGS PLANS -19-
4.10.1 REPORTS
4.10.2 NON-QUALIFIED PENSION PLANS
4.10.3 INCENTIVE COMPENSATION
4.10.4 CONTRACT TERMINATION/EXPIRATION

4.11 EMPLOYEE ASSISTANCE PROGRAM -22-

4.12 FUNERAL LEAVE -23-

4.13 WORKERS' COMPENSATION & LEGACY PROGRAMS -23-

4.14 WORKER HEALTH PROTECTION PROGRAM -23-

5. EMPLOYEE PROGRAMS -24-

5.1 EMPLOYEE DISPUTE RESOLUTION (EDR) PROGRAM -24-

5.2 EDUCATION AND TRAINING -24-

5.3 EMPLOYEE RECOGNITION -25-

5.4 PATENT AWARDS -26-

6. TRAVEL AND RELOCATION -27-

7. MISCELLANEOUS POLICIES -28-

7.1 PARTICIPATION IN ASSOCIATION ACTIVITIES -28-

7.2 LICENSES AND FEES -28-

7.3 PERSONNEL SUPPORT ACTIVITIES -28-

7.4 PROTECTIVE CLOTHING -28-

7.5 SECURITY SUSPENSION PAY -28-

7.6 BUSINESS EXPENSES -29-

TABLE OF CONTENTS (CONTINUED)

7.7 TRADE, BUSINESS, TECHNICAL AND PROFESSIONAL ACTIVITY -29-

7.8 OVERSIGHT OF SUBCONTRACTORS -30-

8. POST TRANSITION PERIOD WORKFORCE TRANSITION MANAGEMENT -31-

URS/CH2M OAK RIDGE LLC
CONTRACT NO. DE-SC-0004645
8/1/11
Attachment E

1. INTRODUCTION

This Attachment sets forth the allowable cost by advanced understanding for the Contractor's human resource management policies and related expenses which have cost implications under the contract. This Attachment also identifies those major cost areas deemed reasonable and allowable for reimbursement when incurred in the performance of the Contract work. This cost understanding is subject to all applicable provisions of the main contract.

To support accelerated closure, the Contractor shall select, manage, and direct its work force and apply its human resource policies in general conformity with its private operations and/or standard industrial practice insofar as they are not inconsistent with this Contract. The Contractor shall use effective management review procedures and internal controls to assure that the cost limitations set forth herein are not exceeded, and that areas which require prior approval of the DOE Contracting Officer or designated representative are reviewed and approved prior to incurrence of costs.

Either party may request that this Attachment be revised, and the parties hereto agree to give consideration in good faith to any such request. Revisions to this Attachment shall be accomplished by executing Reimbursement Authorizations (DOE Form AD-36) as approved by the DOE Contracting Officer or designated representative. When revisions to this Attachment are agreed upon, revised pages will be issued reflecting such changes and will bear the effective date of such changes and the Reimbursement Authorization number in the upper right-hand corner of each page. The changes will be highlighted using "redline" featured or a similar word processing software feature.

This Attachment E is adopted for the exclusive benefit and convenience of the parties hereto, and nothing herein contained will be construed as conferring any right or benefit upon past, present, or future employees of the Contractor, or upon any other third party. Accordingly, neither this Attachment E nor any part thereof, as amended or modified, will be deemed to constitute a contract between a party hereto and any employee of the contractor or to be consideration for, or an inducement or condition of, the employment of any person, or to afford the basis for any claim or right of action whatsoever against a party hereto by any employee of the contractor or other third party.

The Contractor is responsible for managing and controlling overall personnel costs. Nothing in this agreement precludes the government from making a future determination of unallowable costs based upon the test of reasonableness.

2. DEFINITIONS

Accelerated Closure Commitments are the commitments set forth in DOE's agreement in principle with the State of Tennessee to accelerate closure of environmental management activities in Oak Ridge.

Adjustment is a change in salary required to establish either internal or external equity.

Adjusted Rate, Adjusted Pay, or Adjusted Base Pay is the rate of pay per hour, per week, or per month, including any premium pay.

Average Rate The rate which is determined by dividing the weekly straight-time pay by the number of hours worked during the payroll week when an employee works at more than one basic rate or more than one shift differential rate during a payroll week.

Basic Earnings The amount obtained by multiplying the number of hours worked by the basic rate.

Basic Rate, Job Rate, or Basic Salary Rate of pay per hour, per week, or per month, exclusive of any premium, but including any cost of living allowances (COLAs) established in any bargaining unit agreements established for each job classification in accordance with the approved wage and salary schedules.

Basic Workweek A 40-hour workweek.

Change of Classification is the placement of an employee in a new classification due to reassignment without change in salary range.

Contractor URS/CH2M Oak Ridge LLC (UCOR)

Corporation URS and CH2M Hill

DOE The contracting officer or delegated contracting officer.

Demotion is the permanent placement of an employee in a lower-rated job classification.

Employee A person hired by and working for the Contractor.

Exempt (E) Employees Executive, administrative, and professional employees who are exempt from certain provisions of the Wage and Hour laws. They are in the Contractor's Salary Grades 28 - 34 and are not paid overtime.

Exempt Premium Overtime (EPO) Employees Executive, administrative, and professional employees who may not be exempt from certain provisions of the Wage and Hour laws. They are in Contractor's Salary Grades 21 - 24 and are paid overtime at one and one-half their regular rate for all hours worked in excess of 40 hours in a workweek.

2. DEFINITIONS (Continued)

Exempt Straight Time (EST) Employees Executive, administrative, and professional employees who are exempt from certain provisions of the Wage and Hour laws. They are in Contractor's Salary Grades 25 - 27 and are paid overtime at their straight time rate for all hours in excess of 40 hours in a workweek, provided that all hours are scheduled and approved in advance.

Grandfathered Employees

Employees who are defined as Grandfathered Employees under the multi-employer pension plan sponsored by the Bechtel Jacobs Company, LLC (BJC) (Bechtel Jacobs Company LLC Pension Plan For Grandfathered Employees) (hereinafter "BJC MEPP"), in accordance with the terms of the BJC MEPP and applicable law.

Non-Grandfathered Employees

Employees who are not defined as Grandfathered Employees under the BJC MEPP in accordance with the terms of the BJC MEPP and applicable law.

Merit Increase is an increase in the salary of an employee within the established rate range of the job classification, which is granted consistent with the salary plan.

MEWA means the Multiple Employer Welfare Arrangement that the Contractor will administer for the benefit of Grandfathered Employees.

Nonexempt (NEX) Employees Employees who are covered under and are subject to the provisions of the Wage and Hour laws. They are on the weekly salaried or hourly payroll.

Overtime Pay Payment (in addition to straight time) for any hours worked in excess of 8 hours in a 24-hour period or 40 hours within a payroll week for hourly and nonexempt salaried employees (or as otherwise agreed in advance and based on a 40-hour payroll week); and when applicable, payment for required hours worked in excess of 40 hours within a payroll week for eligible exempt salaried employees.

Payroll Day The 24-hour period extending from midnight to midnight. Exception: Payroll day may vary from midnight to the established starting or ending time of the shift.

Payroll Week Seven consecutive days (168 hours) extending from midnight Sunday to midnight Sunday. Exception: Payroll week may vary from midnight to the established starting or ending time of the shift.

Premium Pay A payment in addition to straight time pay made for any reason other than overtime; for example, shift differential, week-end premium, etc.

Promotion is the permanent placement of an employee in a higher rated job classification due to an increase in the character or scope of his/her job assignment.

Reevaluation is a change of job level, up or down, through formal evaluation of an existing job.

2. DEFINITIONS (Continued)

Regular Employee is any full-time or part-time employee on the Contractor's payroll, not in a temporary status.

Regular Rate The straight-time rate at which the hours are worked, or the average rate for the week, whichever is greater.

Regular Part-Time - An employee with an established schedule of at least 20 hours but less than 40 hours per week.

Regularly Scheduled Shift The normal hours of working time in each payroll day established for each employee.

Right of First Refusal means that all vacant non-management positions will be offered for assignment first to Incumbent Employees and will only be offered to other persons in the event that no qualified Incumbent Employee is available.

Severance Pay means the UCOR Severance Plan for Grandfathered Employees adopted by the Contractor under the ETTP Contract.

Straight-time Pay or Straight-time Earnings Amount obtained by multiplying the number of units of time worked by the straight-time rate per unit of time.

Straight-time Rate The rate of pay per hour, per week, or per month obtained by adding the applicable shift differential rate to the basic rate for the job classification assigned at the time the work is performed.

Substantially Equivalent Pay and Benefits means that the complete package of employee pay and benefits offered to Incumbent Employees by Subcontractors is equivalent in the aggregate to that offered to Incumbent Employees by the Contractor, even though individual elements of the package may differ. For subcontracts involving Bargaining Unit Employees, pay and benefits for Bargaining Unit Employees are governed by the applicable Union Agreement(s).

Termination Quit, discharge, layoff, retirement, death and/or removal from the payroll because of disability (as distinguished from disability absence where the employee is not removed from the payroll).

3. PAY POLICIES

3.1 BARGAINING UNIT EMPLOYEE COMPENSATION

a. The terms and conditions set forth in collective bargaining agreements (CBAs) and modifications thereto and established practices thereunder between the Contractor and recognized bargaining agents for its employees assigned to work under this contract (which involve expenditure of funds) constitute the allowable costs for bargaining unit members' compensation and benefits for reimbursement by the DOE. The collective bargaining agreements, incorporated by reference, include those with the following bargaining agents:

- United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW), AFL-CIO and its Local 9-288
- Atomic Trades and Labor Council (ATLC), AFL-CIO and its Affiliated Unions including Local 480 of the IAM
- Knoxville Building and Construction Trades Council, AFL-CIO and its Affiliated Unions

b. Prior to the negotiation of a new and/or revised CBA, the Contractor will review its negotiation plan with DOE and obtain DOE approval of its cost parameters and/or subsequent changes thereto. Reasonable costs which arise from administration of or pursuant to CBAs shall constitute allowable costs. The specific approval of DOE shall be obtained in the case of unusual items. The contractor will provide to DOE copies of its CBAs as they are entered into or modified and will keep DOE informed as far in advance as practicable of significant labor developments which are potentially precedent setting, may involve high cost, or potential work stoppages.

3.2 NONREPRESENTED EMPLOYEE COMPENSATION

3.2.1 Policy/Objectives

The Contractor will implement a compensation program to attract, motivate, retain, and reward a competent work force to effectively accomplish the performance of work under the Contract at a reasonable cost to the government. The Contractor's compensation and incentive programs shall be designed and implemented to support accelerated closure. Professional compensation methodologies and best business practices will be used in the management of the compensation program. Compensation costs will be managed consistent with the Contractor's prevailing operating budget and budget forecast.

3.2.2 Salary Administration

The Contractor shall:

a. Implement a compensation system, with the following components:

(1) Market policy for exempt salary structures and base salaries which seek to match

average salaries in the competitive market at the beginning of the calendar year.

(2) Market policy for nonexempt salary structures and base salaries which seek to

3.2.2 Salary Administration (Continued)

match average salaries in the competitive market at the beginning of the calendar year.

(3) A job evaluation system for establishing appropriate job worth hierarchy.

(4) A performance management system that supports a pay-for-performance compensation philosophy.

(5) System for developing a compensation plan.

(6) System for planning and controlling compensation expenditures and evaluating the effectiveness of the program.

(7) System for documenting job content.

(8) System for communicating the compensation program to employees and managers.

b. Obtain DOE approval prior to changing compensation system component numbers 1-5 above.

c. Obtain DOE approval on the salary surveys and survey participants used for market comparisons.

d. Develop a Compensation Increase Plan (CIP) annually, if appropriate, for the expenditure of funds that is consistent with the company's market policy, ability to pay, accelerated closure goals, and relevant economic data. CIP merit program funding will be reasonable and will not exceed averaged and timely salary increase budget data collected from at least three of the following leading survey companies (William M. Mercer, World at Work, Watson Wyatt, or AON Hewitt). CIP promotion and adjustment funding will not exceed 1.0% of appropriate base payroll for the end of the previous calendar year without DOE approval.

CIP should include the following components and data:

(1) Comparison of average pay to market average pay.
(2) Information regarding surveys used for comparison.
(3) Aging factors used for escalating survey data and supporting information.
(4) Projection of escalation in the market and supporting information.
(5) Information to support proposed structure adjustments, if any.
(6) Analysis to support special adjustments.
(7) Funding requests for each pay structure to include breakouts of merit, promotions, variable pay, special adjustments, and structure movement.
   (a) The proposed plan totals shall be expressed as a percentage of the payroll for the end of the previous plan year.

(b) All pay actions granted under the compensation increase plan are fully charged when they occur regardless of time of year in which the action transpires and whether the employee terminates before year end.

(c) Specific payroll groups (e.g., exempt, nonexempt) for which CIP amounts are intended shall be defined by mutual agreement between the contractor and the Contracting Officer.

(d) The Contracting Officer may adjust the CIP amount after approval based on major changes in factors that significantly affect the plan amount (for example, in the event of a major reduction in force or significant ramp-up).

(8) A discussion of the impact of budget and business constraints on the CIP amount.

(9) Comparison of pay to relevant factors other than market average pay.

(10) Submit an annual expenditure report, DOE F 350.1, to include breakouts for merit, promotion, adjustments, lump sums, and structure movement for each payroll showing actual against planned amounts.

3.2.3 Approval Of Individual Compensation Actions

The Contractor will submit annually proposed individual salary actions for Key Personnel identified in Section H of the UCOR Contract for approval by DOE. Revisions or additions to this listing (e.g., new hires) must be approved by DOE.

3.2.4 Other Pay Provisions

a. Overtime

(1) The Contractor shall maintain adequate internal controls to ensure that employees' overtime is authorized only if cost effective and necessary to ensure performance of work under this contract.

(2) Consistent with clause H.43 of the contract if the aggregate overtime premium pay as a percent (%) of base salary exceeds 2% for non-represented employees or 10% for represented employees, the Contractor shall submit to the Contracting Officer separate annual Overtime Control Plans in accordance with the Section I Clause entitled, FAR 52.222-2, *Payment for Overtime Premiums*.

b. Workforce Incentive Plan

UCOR will implement a workforce incentive plan designed to recognize worker performance and achievement. The program will be administered in accordance with the UCOR Contract, Federal Acquisition Regulation 31.205-6, Compensation for personal services, 970-3102-05-6, Compensation for personal services, and the Internal Revenue Code and the UCOR Workforce Incentive Plan document. The incentive plan will be funded from fifty percent of the cost savings achieved on the contract and be distributed annually based upon project performance. The Workforce Incentive Plan will be submitted to DOE for approval prior to implementation.

c. Employee Recruitment, Retention, and Relocation Incentives

UCOR is authorized to provide project-specific employee permanent assignment recruitment, retention, and relocation bonuses in specific instances where it is determined to be necessary to attract or retain employees with critical skills and to

the extent such payments conform with pertinent regulations and law. Amounts may be paid up to 25% of base pay. Payments are made contingent upon a written agreement with UCOR and the employee to complete a required length of service. Recruitment, Retention and Relocation Bonuses are considered allowable consistent with FAR 31.205-6, Compensation for Personal services, and the UCOR Recruitment, Retention, and Relocation Incentives policy.

d. Other Supplements

(1) Pay practices, in addition to FLSA requirements, may apply to Nonexempt employees in the following instances. Payment amounts will not exceed the maximum allowable specified for the same pay practices contained in collective bargaining agreements.

Call-in Allowance	Report for Work – No Notification
Holiday Pay	Saturday and Sunday Shift Premium
Meal Allowances	Shift Differential
EMT Premium	Licensing Payments

(2) Saturday and Sunday Work. An exempt salaried employee who works on Saturday as a part of the regular schedule may receive an additional twenty-five cents per hour for such work, unless such work is part of an extended work week.

An exempt salaried employee who works on Sunday as part of the regular schedule may receive an additional fifty cents per hour for such work, unless such work is part of an extended work week.

These payments may not be included in earnings when calculating the employee's participation in the various benefit plans.

(3) EMT Premium. An exempt salaried employee who is required by the company to carry the EMT Medical Technician Certification may be paid a premium consistent with that paid under bargaining unit agreements listed in Section 3.1.

(4) Licensing Payments. Where required to perform specific jobs in nuclear reactor operations related positions, a licensing payment for nuclear reactor controllers and related licensed positions is an allowable cost as long as the total compensation remains reasonable as supported by market data. Licensing payments discontinue upon failure to receive the required periodic relicensing.

e. Salaried Employees - Part-Time Employment

Part-time employees may be hired regardless of the salary ranges that are to be used.

Compensation, determined by time actually worked, will be calculated on the same basis as for full time, salaried employees at a rate comparable to that paid to regular employees in similar assignments. All part-time employees are considered nonexempt for overtime purposes consistent with the Fair Labor Standards Act

regardless of job classification.

Regular Part-time employees may participate in the following plans and activities:

Company Service Credit	Pension Plan
Group Insurance	Safety Programs and Awards
Holiday Pay (if working)	Savings Plan
Jury Duty (scheduled workday)	Shift Differential
Layoff Allowance	Travel
Occupational Disability	Vacation Plan
Overtime Premium	Voting

From 2000, the regular part-time employee cost for group insurance premiums is the regular employee premium for each plan. Paid time off will be accrued based on the number of hours worked. Regular Part-time employees are eligible to convert to full-time status when management deems the change to be in the best interest of work performance under the contract.

f. Shift Differentials - Exempt Employees

Exempt salaried employees assigned to shift work will receive shift differential as follows:

(1) Employees assigned to the standard rotating shift schedule may receive up to $65 a month.

(2) Employees assigned to the 4 p.m. to 12 midnight shift, or any variation of this shift, may be paid up to $60 per month.

(3) Employees assigned to the 12 midnight to 8 a.m. shift, or any variation of this shift, may be paid up to $110 a month.

(4) Employees assigned to a rotating shift other than the standard rotating shift will be paid a combination of the appropriate differentials based on the percent of time worked on each shift.

(5) Employees assigned to an irregular shift may be paid the differential for the shift on which more than 50 percent of the hours were worked. If time is equal, the highest rate may be used.

g. Holiday Pay

Hourly employees will be paid in accordance with collective bargaining agreements listed under paragraph 3.1 of this Appendix. Salaried employees working on scheduled holidays may be given holiday pay when schedules and contract requirements necessitate work to be scheduled on company observed holidays (which are listed under paragraph 4.2 of this Appendix). Holiday pay is paid at the rate of 2 1/2 times the employee's adjusted rate for Nonexempt (NEX) and Exempt Premium Overtime (EPO) employees and 2 times the employee's adjusted rate for Exempt Straight Time (EST) employees in grades 25-27.

3.3 SEVERANCE PAY

3.3.1 Severance Pay Benefit (Grandfathered Employees Only)

a. General

Severance pay is payable to an employee who has three months or more of Company Service Credit and who is laid off on account of lack of work unless the layoff is caused by a temporary suspension of work or the employee was hired for intermittent or casual work or as a temporary worker for a limited time or for a specific project.

If an employee is re-employed by the Contractor after having been paid a severance payment, Company Service Credit for any subsequent severance payment consideration shall start from the date of such reemployment. If any individuals are reemployed by the Contractor prior to the end of the period covered by the severance pay (e.g., received 20 weeks' severance pay, but reemployed after 15 weeks), the difference must be refunded.
No severance pay is paid to employees who terminate their employment voluntarily, who are discharged, or who resign by Contractor request, except for:

(1) Medical reasons (i.e., those terminated due to Contractor determination of mental or physical inability to perform available work).

(2) Voluntary Reduction in Force (VRIF) Programs: Situations wherein a reduction in force is necessary in an employee unit and an employee volunteers with Contractor consent to be laid off in the reduction in force in place of another person. All VRIF Programs require prior DOE approval.

a.. Amount Of Severance Pay

Severance pay will be calculated on the basis of the employee's basic rate in effect at the time of layoff (including extended hours' pay, if any, but excluding all overtime premium or shift differential) and may be paid in accordance with the following schedules:

(1) Hourly Employees

Refer to the terms and conditions set forth in the applicable collective bargaining agreements listed in section 3.1.a of this Attachment for allowable costs.

(2) Salaried Employees

Company Service Credit	Severance Pay
Under 3 months	No pay
3 months and under 1 year completed	Same portion of ½ month's pay as months of service are of 12 months
1 year and under 3 years	½ month's pay
3 years and under 5 years	¾ month's pay
5 years and under 7 years	1 month's pay
7 years and under 10 years	1 ½ month's pay
10 years	2 month's pay
11 years	Same for 10 years, plus ¼ month for each additional year of service

3.3.2 Layoff (Excludes Grandfathered Employees)

Non-Grandfathered Contractor employees who are laid off due to a reduction in workload, reorganizations, changes in job requirements, or failure to meet DOE site access requirements will receive at least two weeks' advanced notice of layoff.

When circumstances do not allow for part or all of the advanced notice period to be given, equivalent weeks' pay in lieu of notice up to a maximum of two weeks' pay may be granted.

3.3.3 Replacement Employer

Severance pay benefits are not payable when an employee is employed by or receives an offer of employment with a replacement contractor where continuity of employment with credit for prior length of service is preserved under substantially equivalent pay and benefits.

3.3.4 Holding Status

Holding Status is a non-pay status which may be offered to employees awaiting reassignment following completion of an assignment in lieu of layoff.

The benefits of Holding Status are two-fold.

- The Contractor retains the employee in a "ready-to-call-back-to-work" status for potential upcoming work.

- The employee's benefits; life insurance, medical, dental and special accident insurance, are paid for by the Contractor during this holding status period of time.

Rates will be based on coverage immediately preceding notification of holding status.

3.3.4 Holding Status (Continued)

Holding Status may be authorized for up to three months by the senior manager responsible for releasing the employee.

If no assignment has been found the employee will be terminated on the last day of the holding status period, or earlier if the employee resigns or takes a full time job with another employer.

4. BENEFIT PROGRAMS & POLICIES

The employee benefit plans, and related cost, described in this section are approved by DOE for application to employees working on this Contract and are reimbursable. In addition, retirees of this Contractor or the predecessor Contractor have limited coverage of these benefits.

The benefit programs will be designed and administered to attract, retain and motivate competent and productive staff. The programs will be competitive with labor markets from which employees are recruited, cost-effective, and in compliance with applicable laws and regulations.

Refer to the terms and conditions set forth in applicable collective bargaining agreements listed in this Attachment Section 3.1.a, for allowable costs for hourly employees.

Contractor benefit programs will be designed and administered to attract, retain, and motivate competent and productive staff to support the DOE missions. In order to determine reasonableness of cost, the Contractor will:

a. Conduct an Employee Benefits Value Study (Ben-Val), every two years each for Incumbent and Non-Incumbent Employees benefits, which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to Incumbent and Non-Incumbent Employees measured against the RV of benefit programs offered by comparator companies approved by the Contracting Officer. To the extent that the value studies do not address post- retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post-retirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources and, an Employee Benefits Cost Study Comparison, annually each for grandfathered and non-grandfathered Employees that analyzes the Contractor's employee benefits cost for grandfathered and non-grandfathered Employees on a per capita basis per full time equivalent employee and as a percent of payroll and compares it with the cost reported by the U.S. Chamber of Commerce Annual Employee Benefits Cost Survey or other Contracting Officer approved broad based national survey.

b. DOE and the Contractor will mutually agree on the companies to be used in the benefits value study. DOE will receive a copy of the study.

c. The Contractor's net benefit value will be managed with appropriate consideration for the financial health of the organization and the reasonableness of the total compensation package. When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the Contracting Officer.

(1) All changes to the Contractor's benefit programs will be approved by the DOE.

4.1 COMPANY SERVICE CREDIT

Company and Credited Service can be restored to employees in accordance with the Contractor's Company and Credited Service policies. Policies will be administered consistently in accordance with applicable laws and Corporate rules.

a. In order to facilitate the retention of certain critically skilled employees within the DOE management and operating, performance-based management, and environmental restoration and management systems, the Contractor may recognize (for the purpose of establishing appropriate paid time off benefits) prior service credit earned while employed in the DOE system provided all the required criteria in acquisition letter 94-19 is met. The Manager of Human Resources must approve any grant of "Paid Time Off".

When an individual is transferred to the service of the Contractor from the DOE or from one of its contractors because of the transfer of a function to the Contractor, such employees may be granted Company Service Credit for all of such previous DOE contract-related service provided that:

(1) the individual's service with the previous employer is essentially continuous with the time of transfer to the Contractor;

(2) the Company Service Credit thus allowed does not entitle the employee to buy back interest in employee benefits such as the Retirement Plan, but is limited to possible increased future benefits such as, but not limited to, vacations, non-occupational disability allowances, and layoff allowances; and

(3) in all other respect, the Company Service Credit will be allowed in accordance with the Contractor's Company Service Credit rules.

4.2 HOLIDAYS

The Contractor observes the following holidays during the calendar year.

New Year's Day
Martin Luther King, Jr. Day
Good Friday
Last Monday in May
Independence Day
Independence Day Associated
(Or other day determined by the Contractor)
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Associated
Christmas

4.3 SHORT-TERM DISABILITY PAY FOR SALARIED EMPLOYEES

Contractor's Disability Program provides first day coverage if employee is injured in a non-occupational accident or is hospitalized overnight. Coverage begins for other disabilities certified by a personal physician on the eighth calendar day and is retroactive to the first day of disability. Employees must use their Paid Time Off (PTO) to be paid for absences not covered by disability. The schedule of maximum salary continuation for short term disabilities is as follows:

Company Service Time	Duration of Salary Continuation
One month but less than two months	One month
Two months but less than three months	Two months
Three months but less than four months	Three months
Four months but less than five months	Four months
Five months but less than six months	Five months
Six or more months	Six months

During a disability certified by their personal physician, the following three (3) tiers of salary continuation, up to the amount of duration of salary continuation referenced above, will apply (excluding any use of PTO):

Tier	Benefit Payment
Tier 1	100% of pay for the first 42 calendar days (6 weeks) of continuous disability
Tier 2	80% of pay for the next 42 calendar days (6 weeks) of continuous disability
Tier 3	60% of pay for the remaining 96 calendar days (14 weeks) of continuous disability

Salary continuation for short-term disabilities will be on a per disability basis. Ordinarily, salary payments during short term disabilities will be made at the employee's adjusted rate. Any "loss-of-earnings" payments received, such as Worker's Compensation Benefits in cases of occupational disability, will offset the continued payments of salary under the short-term disability program.

4.4 PAID TIME OFF

The cost of salaried employee paid time off taken in accordance with the established Paid Time Off Policy is allowable.

Years of Service	Annual Accrual*
0 - 4 years	120 hours
5 - 9 years	160 hours
10 - 19 years	200 hours
20 + years	240 hours
* *	280 hours

* Includes vacation accrual plus 40 hours of annual accrual to provide for absences for non-occupational disabilities, personal leave and time off for religious observance.

** Grandfathered employees who had 15 or more years of company service on January 1, 1991, and who are located at the Portsmouth Site, will be entitled to accrue PTO at the rate of 280 hours per year upon reaching 25 years of company service. Grandfathered employees who had 15 or more years of company service on December 31, 1995, and who are located at the Oak Ridge or Paducah Sites will be entitled to accrue PTO at the rate of 280 hours per year upon reaching 30 years of company service.

Salaried employees working a reduced weekly schedule will accrue paid time off on a prorated basis. Employees will continue to accrue paid time off during all paid absences, and will not accrue paid time off while in any unpaid status.

The Manager of Human Resources has authority to change PTO entitlement by granting up to two weeks of additional PTO eligibility on an exception basis to select employees when, in the opinion of the Contractor, such an extraordinary entitlement is necessary to successfully hire and retain a senior, critical, or key employee. In such exceptional cases, individuals would be eligible for additional PTO each year as authorized by the Manager of Human Resources until their company service would deem them eligible for more PTO.

4.5 LEAVES OF ABSENCE

4.5.1 Leave Of Absence Without Pay

An employee may be granted a leave of absence without pay, of up to one year, by the contractor provided the absence will not interfere with the Contractor's operations or create any conflict of interest. Continuation of benefits during leave of absence without pay will be administered according to the Contractor's Leave of Absence Policy.

a. Granting of company service for the full period of the leave and restoration of paid time off eligibility immediately upon return to work may be provided for employees who return to work from:

(1) Leaves granted when it is in the Company's interest to make an employee's expertise or services available to DOE, another DOE contractor, another government agency, or to work-related agencies, such as the International Atomic Energy Agency (Vienna) or the Center Study of Communicable Diseases (Atlanta).

(2) Entrepreneurial leaves granted to accelerate technology start up based on DOE developed technologies.

b. Continuation of company service credit and/or immediate restoration of paid time off upon return to work for any leave without pay, other than those listed above, requires prior DOE approval if the leave exceeds 180 days.

4.6 JURY DUTY

An employee who is called for jury duty may be protected against loss of pay for the period of time needed to fulfill the obligation.

Employees may be paid their adjusted rate of pay for the regular day. Hours paid for under this policy may count as hours worked by salaried and hourly employees in the calculation of overtime and/or premium pay.

4.7 MILITARY SERVICE, TRAINING, AND EMERGENCY DUTY

Military service, training and emergency duty policies will be administered in accordance with applicable laws, Contractor policies and procedures.

An employee will be granted a leave and protection against loss of pay for required military training and emergency duty. Such payments are limited to a maximum of two weeks per year (or four weeks every two years) for training and one month per year for emergency duty at the employee's adjusted rate.

An employee also may be paid for absences from work when required to register or take a physical examination required for entry into the armed forces.

4.8 COMMUNITY SERVICE

4.8.1 Civil Leave

Employees holding elected federal, state or local government office may be permitted to utilize a reasonable period of working time with pay to carry out responsibilities which are required by the office and cannot be handled outside working hours.

4.8.2 Civil Defense/Emergency Preparedness Exercises

Employees who have volunteered and have been accepted by a local Civil Defense Organization to participate in community or national defense alert operations or in Civil Defense/Emergency Preparedness training may be excused from work for such participation without loss of pay for scheduled hours of work.

4.8.3 Election Officials

An employee who has been officially appointed to serve as an election officer, judge, or clerk may be excused from work without loss of pay for the period of time necessary to serve in such capacity.

4.8.4 Voting Time

Employees may be excused from work without loss of pay for the minimum time needed to vote in a national, state, country, or municipal election consistent with state laws.

4.9 GROUP INSURANCE PLANS

The Contractor will be reimbursed for all cost incurred in implementing, administering, and funding comprehensive group insurance plans. The features of these plans are set forth in policies and Summary Plan Descriptions, a current copy of which will be provided to DOE. These Plans will be administered consistently in accordance with Plan Documents, insurance contracts, applicable laws and fiduciary responsibilities. The Contractor will periodically review the Plans to assure plan designs represent good business practices regarding the incorporation of cost-containment features, and to assure the overall benefit package is reasonable from a total compensation perspective.

PLAN	CURRENT CONTRACTOR COST
Group Life Insurance	Active salaried employees, Grandfathered retirees under age 65 - 50% of full cost for basic life; optional life and dependent life – fully paid by employee
Medical Expense including Prescription Drug and Vision Plans	Active salaried employees - 80% of full cost Grandfathered retirees (with greater than 10 years' full-time service) - 75% of full cost
Major Medical Medicare Supplement Plan	Grandfathered retirees (with greater than 10 years' full-time service) - 50% of full cost
Dental Expense Assistance Plan	Active salaried employees - 80% of full cost Grandfathered retirees under 65 - 75% of full cost
Travel Insurance	100% of full cost
Special Accident Insurance Plan	None - fully paid by employee
Long-term Disability Plan	100% of full cost for replacement income - 60% of salary
Medical and Dependent Care Flexible Spending Accounts	Administrative Costs Only

4.9.1 Benefits Program for Displaced Workers

a. The cost of medical plan coverage for Contractor employees who have separated from employment, excluding those terminated "for cause," will be reimbursable from the date of separation provided the employee was:

(1) on the employment rolls and voluntarily or involuntarily separated on or after October 23, 1992, as a result of the implementation of a work force restructuring plan requested by the Secretary of Energy; and

(2) eligible for medical insurance coverage under the Contractor's plan at the time of separation from employment; and

(3) not eligible for coverage under an employer's group health plan nor Medicare since the time of separation.

b. Retirees eligible for medical coverage under the Contractor's health plan will not be eligible for coverage under this Order.

c. Benefits for displaced workers contained in a Workforce Restructuring Plan, developed pursuant to the National Defense Authorization Act of 1993, are reimbursable to the extent that a specific description of each benefit with supporting information and detailed projected costs has been reviewed and approved in advance by DOE, for inclusion in the Plan.

4.10 PENSION AND SAVINGS PLANS

The Contractor will be reimbursed for all costs incurred in implementing, administering, and funding the Pension and 401(k) Savings Plans. They must be maintained as qualified plans under IRS regulations and only revisions which effect substantive changes or increased costs are subject to prior approval of DOE. The features of the Pension and 401(k) Savings Plans are set forth in plan descriptions, current copies of which will be provided to DOE. These plans will be administered consistently and in accordance with applicable laws, Internal Revenue Service Code, Plan Documents, and fiduciary responsibilities. The Contractor will periodically review the Plans to assure that the plan design meets Contractor objectives to provide income replacement value consistent with industry standards, and to assure the overall benefit package is reasonable and competitive from a total compensation perspective. The Contractor costs of these plans are included in the table on the bottom of this page

The grandfathered employees who transition to the Contractor or its first or second tier subcontractors will retain substantially equivalent base pay and employee benefits, to include company service credit and the opportunity to participate in a Multiple Employer Pension Plan and companion retiree medical benefit. The Contractor and its first or second tier subcontractors are also responsible for providing substantially equivalent 401(k) Savings Plans and health & welfare programs for the grandfathered employees. The Contractor will

provide oversight over its first or second tier subcontractors to insure that subcontractors comply with the substantially equivalent pay and benefits provisions.

PENSION AND 401(k) SAVINGS PLANS (GRANDFATHERED EMPLOYEES ONLY)	
PLAN	CONTRACTOR COST
Pension Plan	100% Contractor paid
401(k) Savings Plan	100% match up to 4% of pay.[1]

401(k) PLANS (NON-GRANDFATHERED EMPLOYEES ONLY)	
PLAN	CONTRACTOR COST
Employer non-match contribution Component	100% Contractor paid [1][2]
401(k) Component	100% match up to 4% of pay[1]

[1] Includes overtime pay and Incentive Compensation payments.
[2] Payments For non-grandfathered salaried employees 5.0% of pay. Non-grandfathered, union employees will receive 5.8% of pay per the collective bargaining agreement.

4.10.1 Reports

The Contractor will submit copies of actuarial valuation reports (prepared by the Contractor's actuarial consultants); a copy of IRS Form 5500 with schedules as submitted to IRS, and other financial or accounting reports developed or required in connection with the DOE reimbursed Pension and Retirement Plans.

4.10.2 Non-Qualified Pension Plans

Non-qualified Pension Plans implemented solely to replace the reductions in the Pension Plan benefit due to limitations imposed by Sections 415 and 401(a) 17 of the Internal Revenue Code are reimbursable under this contract. These plans will provide employees with benefits provided under the formulae expressed in the Contractor's Pension Plan and does not provide any additional benefit absent the Internal Revenue Code limitations. These benefits will be funded on a pay-as-you-go basis.

4.10.3 Incentive Compensation

a. The inclusion of Incentive Compensation (IC) in pensionable earnings is an allowable cost with the following restrictions:

(1) Only the one Grandfathered employees who is participating in IC and was hired by the Contractor on April 1, 1998, will be covered by this clause, and the normal cost to the Pension Plan will not exceed $19,000 per year in 2002 dollars.

(2) UCOR will not exceed either the dollar amount or number of employees covered without prior written approval of the Contracting Officer or his designee.

(3) Performance awards annually approved in the Compensation Increase Plan (CIP) are not covered by these restrictions.

(4) Performance awards (i.e. non-base, lump-sum merit increase, variable pay) paid by first- or second-tier subcontractors to grandfathered employees, not to exceed 10 percent of the employee's annual base pay, are not covered by these restrictions.

b. To minimize discrimination testing costs, the inclusion of Incentive Compensation in the definition of compensation for the 401(k) Plan is an allowable cost.

4.10.4 Contract Termination/Expiration

The Contractor shall not terminate any benefit plan without DOE approval. All costs for claims arising from defined benefit plans and post-retirement life, medical and other benefit liabilities for active and retired employees are obligations of the government. It is the intention of the DOE not to entertain any enhancements in these programs after the Contractor announces the intention not to renew the contract. At the termination or expiration of this Contract, the Contractor's obligations to employees and retirees for these plans shall be relieved and indemnified by the government as described below:

a. Defined Benefit Plans

If this Contract expires or terminates and DOE has not awarded a contract to a new contractor under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the Plans, or if the Contracting Officer determines that the scope of work under the Contract has been completed (any one such event may be deemed by the Contracting Officer to be "Contract Completion" for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, the following actions shall occur regarding the Contractor's obligations regarding the Plans at the time of Contract Completion:

(1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the Plans, in accordance with applicable legal requirements.

(2) The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract

Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor's costs will be reimbursed pursuant to applicable Contract provisions."

(3) If the plan terminates before the contract terminates, the definition and disposition of assets and liabilities shall be as specified in paragraph (2).

(1) Under the scenarios described in paragraphs (1), (2), and (3), the Contractor shall actively manage all assets until the date of settlement. Such management shall include protection of principal if appropriate.

b. Defined Contribution Plan

Upon Contract termination, individual employee accounts in the defined contribution plan shall be handled in accordance with the provisions of ERISA. Any unallocated funds (e.g., suspense accounts) shall be returned to the DOE.

c. Post-Retirement Life and Medical, and Other Benefit Obligations

(1) If the Contract terminates and there is a replacement contractor, all assets and liabilities shall transfer to the replacement contractor, and the Contractor shall be relieved of, and indemnified by the DOE against, any and all further liabilities arising from such plans.

(2) If the Contract terminates and there is no replacement contractor, DOE will make available to the Contractor in a timely manner sufficient funds so that the Contractor has no out-of-pocket expenditures from corporate funds to cover all liabilities incurred under this Contract related to Contracting Officer-approved employee welfare benefit plans (including but not limited to medical, life, and workers' compensation). If so requested by DOE at the time of contract termination or expiration, the Contractor will continue as the sponsor of these plans until all liabilities of such plans are discharged.

d. Taxes and IRS Penalties

If contractor action or inaction regarding plans approved by the Contracting Officer results in a tax or other IRS penalty, the Contractor shall pay same from corporate funds.

If DOE action or inaction regarding plans approved by the Contracting Officer results in a tax or other IRS penalty, the Contractor shall pay same from the DOE funds.

4.11 EMPLOYEE ASSISTANCE PROGRAM

The Contractor will provide for an Employee Assistance Program (EAP) consistent with the Drug Free Workplace Act of 1988. This benefit will be administered in accordance with the contract between the Contractor and the EAP vendor. Periodic internal reviews will be conducted to assess cost/benefit of program delivery under current contract.

4.12 FUNERAL LEAVE

In the event of the death of a member of the employee's immediate family, a salaried employee may be granted leave with pay for up to four days.

4.13 WORKERS' COMPENSATION AND LEGACY PROGRAMS

The Contractor will provide workers' compensation benefits as required by applicable state laws. The Contractor will also administer and provide payments to eligible individuals described in the October 1, 2001, Memorandum of Understanding between DOE and the Contractor concerning legacy workers' compensation claims and will administer and provide payments for other DOE legacy programs.

4.14 WORKER HEALTH PROTECTION PROGRAM

Effective July 1, 2000, contractor employees will be allowed paid time off in order to participate in the early detection and prevention Worker Health Protection Program. Testing includes free medical screening consisting of a general physical examination, extensive blood work, hearing test, pulmonary test, chest x-ray, Beryllium LPT test, and other recommended testing. This also includes workers who are eligible for a Computerized Axial Tomography Scan (CT scan) for early lung cancer detection.

5. EMPLOYEE PROGRAMS

5.1 EMPLOYEE DISPUTE RESOLUTION (EDR) PROGRAM

The Contractor will implement an EDR Program as the mandatory first step for resolving disputes by both the employee and the contractor to effectively accomplish the performance of work under the contract at a reasonable cost to DOE. In order to safely and effectively accomplish the performance of work under the contract at a reasonable cost to DOE, the Contractor will implement an EDR Program. The EDR Program will be considered as the first necessary step in resolving disputes by both the employee and the Contractor. Only after exhausting the EDR process should litigation between employee and Contractor be entered into. The Contractor's costs associated with mediation and arbitration are allowable under the contract. The Contractor may provide financial assistance to employees who have contracted for legal services to assist them with their mediation or arbitration under the EDR Program. Contractor may provide, after a deductible of $100, 80% of the balance of legal fees to a maximum of $2500 per employee per year.

5.2 EDUCATION AND TRAINING

a. Cooperative Educational Program

The Contractor may provide temporary employment opportunities for students under the cooperative education and student intern programs. Cooperative education and student intern employees are not eligible to participate in the Educational Assistance Program.

b. Educational Assistance Program

The Contractor may provide financial assistance to eligible employees who engage in educational activities at an accredited institution in order to establish, maintain, or upgrade skills required by the Contractor. Eligible employees must satisfactorily complete courses of study to be eligible for assistance. Educational assistance may include payment for tuition, textbooks, and fees up to a maximum of $5,250 per employee per year. Payment may also be made for proficiency testing which results in the granting of academic credit or is otherwise required by the school.

The Contractor will submit to the DOE Contracting Officer by the last day of March and September of each year, the status and forecast of UCOR employee participation in the Educational Assistance Program. Elements included in the status and forecast are as follows: list of UCOR employees in the tuition reimbursement program, the degrees they are pursuing, the school involved, accreditation information, and an estimate of the cost. Estimates are based on the currently available course prices and subject to change at the discretion of the particular institution.

Regular work hours may be rescheduled to attend classes provided that there is no significant reduction in the employee's productive contribution caused by the rescheduling. Reduction of work schedules, with appropriate reduction of pay, and leaves of absence may be granted to facilitate course completion where deemed beneficial to pay for work under the Contract. Employees participating in the Educational Assistance Program may use facilities, equipment, and services in support of their studies if approved by management.

c. University Program Participation

The Contractor may permit a rescheduling of regular work hours or a reduction in the work schedule and corresponding reduction in pay for Contractor employees who are engaged in teaching, planning, or general management at local colleges or universities.

d. Training

The Contractor may conduct or permit employees to attend training programs and courses which are based on training needs assessments. These training courses should contribute to the performance of work under the contract and be provided at reasonable costs to the government.

The Contractor will establish a training program specifically for the purpose of training individuals pursuant to the clause at H.3 entitled, "Workforce Transition and Employee Hiring Preferences" of the contract. The one-time training program will be provided to individual employees and will not exceed six months in duration and $5,000 in cost (subject to availability of funding) per person, in addition to wages and benefits.

e. Benefit Plans Participation

Employees working on a reduced workweek schedule under 5.2.b and c will be permitted to participate in all employee plans, based on their full regular salaries and the continuation of full Company Service Credit.

5.3 EMPLOYEE RECOGNITION

The costs of Contractor employee recognition programs are allowable based on a budget formula not to exceed 1/4 of 1% of UCOR and its subcontractor's base payroll on September 30 of the prior fiscal year. The UCOR and subcontractors base payroll will be calculated as follows:

- Total UCOR salaries as of September 30 of the prior fiscal year divided by the total number of UCOR employees to determine the average UCOR salary. That number is then multiplied by the total number of subcontractor employees as of September 30 of the prior fiscal year. This amount is the subcontractor salary amount to be used for calculation of the budget for Employee Recognition (example: Total UCOR Salaries for 750 employees is $48,750,000. $48,750,000 ÷ 750 = an average UCOR salary of $65,000. If there are 500 subcontractor employees, multiply 500 x $65,000 equals a subcontractor salary amount of $32,500,000. The employee recognition budget is ¼ of 1% of the combined UCOR and subcontractor salaries).

Program costs include the following:

- Company service awards for achieving service milestones consistent with the existing BJC Service Awards Program.

- Safety awards and recognition to promote health and safety.

- Awards, recognition, and celebrations for participating in management initiatives, special achievements, retirement, and similar activities to the extent that they are reasonable and consistent with industry practice.

From 1999, Grandfathered employees who transition to workforce transition subcontractors will participate in a separately-funded, Contractor-managed service recognition program at an average cost of $295 per employee, per year.

5.4 PATENT AWARDS

Cash awards of $500 may be made to each inventor (or each co-inventor) for each invention filed in the U.S. Patent and Trademark Office which benefits the objectives of the Contractor and DOE.

6. TRAVEL AND RELOCATION

Allowable costs for UCOR project-specific travel and relocation shall be in accordance with the UCOR Employment Conditions for the East Tennessee Technology Park subject to the required test of allowability under the Federal Acquisition Regulation, Part 31.205-35, Relocation, and Part 31.205-46, Travel costs.

Reasonable and necessary expenses incurred in the recruitment of personnel consistent with applicable provisions of the DEAR and FAR and standard industry practice are reimbursable.

7. MISCELLANEOUS POLICIES

7.1 PARTICIPATION IN ASSOCIATION ACTIVITIES

Cost incurred as a result of participation in the activities of technical, professional, and business methods associations will be allowed, as long as reasonable and necessary for the performance of effective work under the contract.

7.2 LICENSES AND FEES

The costs of required licenses, fees, and similar costs to certify and maintain employee qualifications to perform work under the contract are allowable. The Contractor requires Engineers in certain job classifications to obtain professional licenses, certificates and/or registrations to formally practice their trade. The Contractor reimburses employees for certain costs associated with the initial registration upon passing the required exam and becoming registered. These include tuition for one Contractor approved exam preparatory course, course book costs, special examination fees, registration fee, stamp and initial exam time if scheduled during normal work hours. Other expenses are not reimbursed.

Salaried Engineers in salary grades 28 and below and all Technical Specialists will be reimbursed for actual receipted expenses associated with license maintenance fees. Employees who do not meet the professional qualifications requirements, or do not keep their professional registration current, will not be reimbursed said fees.

The Contractor will closely manage and control the number of licenses/fees to limit reimbursed costs to provide a sufficient number of qualified employees to reasonably perform the affected work under the contract

7.3 PERSONNEL SUPPORT ACTIVITIES

The Contractor will be reimbursed for costs for activities incidental to the promotion of morale, welfare, health, and safety of employees, such as employee publications; health and first aid clinics; net costs of in-plant food services (operated on a break-even basis); employees time to promote employee participation in Blood Drives, U.S. Savings Bonds and United Fund campaigns; and other similar activities which may be sanctioned by the Contractor.

7.4 PROTECTIVE CLOTHING

Employees who are required or allowed to wear special clothing, shoes, and protective equipment for various reasons such as safety, housekeeping, protection from harmful chemicals or radioactive contamination, guard exercise clothing, etc., are furnished such items at no cost to the employees. Cost of providing and laundering of such special clothing are allowable costs. Safety glasses or goggles and safety shoes other than those furnished by the Contractor (one pair of which may be sold to any employee once every two years at $8 less than cost per pair in an attempt to prevent off-the-job lost-time accidents) are also allowable costs.

7.5 SECURITY SUSPENSION PAY

a. If the access authorization of an employee is suspended by direction of the Manager, Oak Ridge Operations Office, the Contractor shall transfer the employee to perform work not

requiring access if such work is available. If a determination is made by the Contractor that no work is available in an uncleared area to which the employee may be transferred, the Contractor shall prepare a written report for the review and concurrence of DOE, setting forth the reasons for the determination. Subject to DOE's concurrence with such determination, the Contractor shall place the employee on leave without pay.

b. In the event the employee whose access authorization has been suspended is transferred to another position where such access authorization is not required, compensation shall, thereafter, be the base wage or salary received by the employee on the position from which transferred, and such compensation shall continue until the employee is notified in writing of the Hearing Officer's determination. If the Hearing Officer recommends revocation of access authorization, compensation will be adjusted to the rate applicable to the job being performed.

c. If at any stage of the access authorization procedure following a suspension, the employee's access authorization is reinstated and the employee returns to work in the same or comparable position, the employee shall be reimbursed for net loss of base earnings during the period of suspension.

7.6 BUSINESS EXPENSES

The following expenses, to the extent reasonable and which contribute to the effectiveness of the Contractor's work under the contract, will be allowable:

a. Booklets and pamphlets describing the capabilities of the Contractor, e.g., operational, financial, personnel, etc.

b. Cost of meetings, including cost associated with activities such as labor negotiations, recruiting, etc.

c. The cost of business meals is allowable to the extent reasonable and necessary for the effective performance of contract work. The Contractor shall establish and maintain effective internal controls.

d. The cost of business cards limited to first-line supervisor level and above, Procurement personnel having routine contact with offsite vendors, and Human Resources personnel having routine contact with offsite personnel relative to training, recruiting, or compliance activities.

7.7 TRADE, BUSINESS, TECHNCIAL AND PROFESSIONAL ACTIVITY COSTS

Costs incurred in accordance with FAR 31.205-43, Trade, business, technical, and professional activity shall be allowable under this contract.

7.8 OVERSIGHT OF SUBCONTRACTORS

The Contractor and DOE recognize the substantive responsibility that the Contractor has to provide adequate oversight of its subcontractor's human resources (HR) management practices and to flow down to subcontractors applicable programs. The time spent for the contractor to provide adequate oversight of subcontractors in the following areas is an allowable cost: assuring a smooth workforce transition, assuring substantially equivalent pay and benefits where applicable, implementing the MEPP and other applicable employee benefits, assuring positive labor-management relations, assuring a diverse workforce, and assuring the existence of a viable employee concerns resolution program. In addition, reasonable costs necessary for effective implementation of these HR programs, benefits, and activities by each covered subcontractor, are allowable.

8. POST TRANSITION PERIOD WORKFORCE TRANSITION MANAGEMENT

Consistent with Section H-3, Workforce Transition and Employee Hiring Preferences, of the Prime Contract and the Contractor's approved Transition Plan, there resides with the Contractor the continued responsibility to ensure certain entitlements for incumbent employees beyond the defined Transition Period (05/02/11 – 07/31/11). The maintenance of these entitlements is recognized by the Contractor and DOE as a primary strategy for maintaining positive employee/labor relations and a highly productive work force. Reasonable costs associated with implementation and administration of benefit plans and other programs required to ensure these entitlements beyond the Transition Period are allowable.

a. Right of First Refusal will continue to be afforded to Incumbent employees who are affected by subcontracting new scopes of work and to Grandfathered employees impacted by subcontract re-competition.

b. Substantially Equivalent base Pay and Benefits will be provided to Incumbent employees whose transition from UCOR to a subcontractor, or from one subcontractor to another, is resultant from subcontract re-competition or subcontracting new scopes of work. Benefits will include eligibility for the MEPP and Severance Plan and either (1) UCOR MEWA and the ETTP 401(k) Plan or (2) employee welfare benefits and 401(k) Plan judged substantially equivalent by UCOR at the time of transition.

c. Newly hired employees of UCOR and it's first- and second-tier subcontractors who are granted Grandfathered status, and rehired Grandfathered former employees, will be eligible for the UCOR MEWA, or will be provided benefits substantially equivalent to those provided other Grandfathered employees at the time of rehire. Since these hires will not involve Incumbent employees and may involve positions with responsibilities different from former positions, pay will be negotiated between the employee and the hiring company.

d. Incumbent employees and other Grandfathered employees who transition will continue their service uninterrupted for the MEPP, Severance Plan and Paid Time Off (PTO) Plan, consistent with plan provisions in effect at the time of transition.

e. Grandfathered former employees who are rehired, and newly hired employees granted Grandfathered status, will have prior eligible service credited for the MEPP, Severance Plan and PTO Plan, consistent with plan provisions in effect at the time of rehire.

f. Newly hired employees of UCOR (non-incumbents) who are not grandfathered, and therefore not eligible for grandfathered benefits will be eligible for the same benefits UCOR provides to non-grandfathered incumbent employees (MEWA) to the extent these benefits meet the definition of "market-based." Newly hired employees of UCOR's first- and second-tier subcontractors who are not Grandfathered and are not eligible for Grandfathered status will not be eligible for the MEWA, MEPP, or Severance Plan, but may be eligible for the commercial plans of their respective employers.

Eligibility for the various entitlements and plans is depicted in Figure 1 on the next page.

FIGURE 1

POST TRANSITION PERIOD (05/02/11 – 07/31/11)
WORKFORCE TRANSITION MANAGEMENT *(1, 2)*

	ROFR	Pay	Health and Welfare Plans	MEPP	Severance	PTO
GF Incumbent Employees *(3)*	Yes	Same	MEWA or Substantially Equivalent	Continuous Service	Continuous Service	Continuous Service
New hire GF or GF Former Employees *(4)*	N/A	Negotiable	MEWA or Substantially Equivalent	Reinstated *(5, 6)*	Reinstated *(5, 7)*	Reinstated *(5)*
Non-GF Incumbent Employees	Yes	Same	MEWA or Substantially Equivalent	No	No	Continuous Service
Non-Incumbent Employee	No	Negotiable	MEWA Plans or Commercial Plans if Sub	No	No	No

(1) Does not include Portsmouth GDP turnover.
(2) Employment and Benefits of bargaining unit employees governed by collective bargaining agreements.
(3) Re-competition of existing WFT subcontract or award of new WFT subcontract.
(4) Rehired by UCOR or WFT subcontractor.
(5) Those terminating employment after 12/31/00 for any reason other than RIF forfeit GF status and would be non-GF new hires if reemployed.
(6) Former USEC where no pension assets were transferred have their pension benefit offset by the employee's eligible USEC pension benefit.
(7) If former USEC previously paid severance, eligibility granted but service not reinstated and service date set to the date of hire. If former UCOR or WFT Sub, service reinstated and future severance payment reduced by previous amount paid.

SECTION J, ATTACHMENT F
SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT

SECTION J, ATTACHMENT F

SPECIAL FINANCIAL INSITUTION ACCOUNT AGREEMENT

URS | CH2M
OAK RIDGE LLC

17.0 Attachment F–Special Financial Institution Account Agreement

In compliance with L.9 Content of Resulting Contract (Part III, Section J–List of Documents, Exhibits, and Other Attachments) and requirements updated by Amendment 004 to the FINAL RFP, URS | CH2M Oak Ridge LLC (UCOR) acknowledges the need to execute DEAR 970.5232-2 Payment and Advances (Dec 2000) upon contract award.

UCOR will work with the DOE Field CFO or equivalent to solicit banking services under a special financial account agreement. Using information supplied by the Field CFO or equivalent, UCOR will use sample forms available in the DOE Accounting Handbook Chapter 6, paragraph 7, and attachments to survey eligible financial institutions for interest in providing its banking needs under a contractor's payments cleared financial arrangement.

Sample survey forms from the DOE Handbook are included in this section–

- Sample Solicitation Letter
- Sample Technical Representations and Certifications
- Schedule of Financial Institution Processing Charges
- Special Financial Institution Account Agreement for Use with the Payments Cleared Financing Arrangement

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SAMPLE SOLICITATION LETTER

Dear Sir or Madam:

The Department of Energy is currently soliciting bids from interested financial institutions to provide services for the **URS | CH2M Oak Ridge LLC** account under a payments cleared financing arrangement.

The Treasury Automated Standard Application for Payment (ASAP) system is utilized by the Federal Government for paying grants, contracts, and other programs. Under a payment cleared financing arrangement, the contractor issues payments for program costs. When the payments are cleared by the financial institution, the financial institution draws on an ASAP 1031 account at the Federal Reserve Bank of Richmond. The amount of the drawdown should be sufficient to maintain the account balance net positive and as close to zero as administratively possible.

The institution will be compensated by direct payment of fees.

Enclosed is a proposal package that provides your institution with information and forms to be used in submitting a proposal. The following documents are contained in the proposal and information package:

1. The figure entitled "Technical Representations and Certifications,"

2. The worksheet entitled "Schedule of Financial Institution Processing Charges,"

3. A sample agreement, and

4. The document entitled "Financial Institution's Information on the Payments-Cleared Financing Arrangement."

To receive same-day credit from the Federal Reserve, the financial institution ascertains the amount of payment items received for payment net of the amount of any deposits and submits an online payment request to the Federal Reserve Bank of Richmond by 5:45p.m. Eastern Time.

If your institution is interested in providing the financial services required under a payment cleared financing arrangement, a bid must be submitted to the following address by not later than [deadline date]:

[DOE mailing address]

The completed bid must be submitted in writing, using materials 1, 2, and 3 described above. Incomplete bids or bids received after the deadline date of [deadline date] will not be considered. Your institution will receive notification of the final decision by letter within 30 days of the close of the bidding period.

Questions pertaining to the proposal package should be directed to [DOE official] at [official telephone number].

Sincerely,

Enclosures

SAMPLE TECHNICAL REPRESENTATIONS AND CERTIFICATIONS

The financial institution makes the following technical representations and certifications as part of its bid to the Department of Energy to service a payments cleared financing arrangement. (Check parentheses and complete blanks, as appropriate. All information is necessary.)

1. Financial Institution Fiscal Information

   a. The financial institution is a ( ) national chartered financial institution ( ) State chartered financial institution organized and existing in the State of _____.

   b. The financial institution ( ) maintains ( ) does not maintain an account with a Federal Reserve Bank.

   c. The current ( ) Federal ( ) State time deposit reserve requirement for the financial institution is ___%.

   d. The financial institution insures each time account for $100,000 under federally approved deposit insurance ( ) Yes ( ) No. Deposits are insured by a Government deposit insurance organization approved by the Treasury (a list of approved insurance organizations is attached to this form). If no, explain:

   e. The financial institution has direct online access to the Federal Reserve Communications System (FRCS). If no, explain:

   f. To receive same-day credit from the Federal Reserve, the financial institution can ascertain the amount of payments cleared net of the amount of any deposits and submit a payment request through the FRCS by _____ p.m. Eastern Time.

2. Minority Business Enterprises

Is the financial institution a minority-owned or minority-controlled institution, eligible to participate in the Treasury Minority Bank Deposit Program (MBDP)? ( ) Yes ( ) No

Information about eligibility and enrollment in the MBDP program is available on the Treasury website at www.fms.treas.gov.

3. Technical

   a. Does the financial institution currently service and reconcile an account with a payment volume equal to or exceeding the anticipated volume required by the contractor as stated in the "Schedule of Financial Institution Processing Charges"?

      Service: ( ) Yes ( ) No Reconciliation: ( ) Yes ( ) No

   b. What is the highest number of payments serviced and reconciled for a single account?

      Service: _____ Reconciliation: _____

SCHEDULE OF FINANCIAL INSTITUTION PROCESSING CHARGES

Contractor:

URS | CH2M Oak Ridge LLC

Financial Institution:

_____

1.	Account Maintenance	_____	@ _____	$____
2.	Checks Cleared	_____	@ _____	$____
3.	Automated Clearing House Transfers	_____	@ _____	$____
4.	Wire Transfers	_____	@ _____	$____
5.	Stop Payment Orders	_____	@ _____	$____
6.	Preparation of 1031, Request for Credit Transfer	_____	@ _____	$____
7.	Deposits	_____	@ _____	$____
8.	Non-cash Items Deposited	_____	@ _____	$____
9.	Other Services (Explained below)	_____	@ _____	$____
		_____	@ _____	$____
		_____	@ _____	$____
		_____	@ _____	$____
		_____	@ _____	$____
10.	Total Monthly Service Charges (Sum Lines 1-9)			$____
11.	Annual Service Charges (Line 10 x 12 months)			$____

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SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT FOR USE WITH THE PAYMENTS CLEARED FINANCING ARRANGEMENT

Agreement entered into this, _____ day of _____, _____, between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as "DOE"), and **URS | CH2M Oak Ridge LLC**, a corporation/legal entity existing under the laws of the State of **Tennessee** (hereinafter referred to as the Contractor) and _____, a financial institution corporation existing under the laws of the State of _____, located at _____ (hereinafter referred to as the Financial Institution).

RECITALS

(a) On the effective date of _____, _____, _____, DOE and the Contractor entered into Agreement(s) No. _____, or a Supplemental Agreement(s) thereto, providing for the transfer of funds on a payments-cleared basis.

(b) DOE requires that amounts transferred to the Contractor there under be deposited in a special demand deposit account at a financial institution covered by Treasury-approved Government deposit insurance organizations that are identified in I TFM 6-9000.

These special demand deposits must be kept separate from the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Financial Institution.

(c) The special demand deposit account shall be designated **URS | CH2M Oak Ridge LLC** [account title] account.

COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that–

1. The Government shall have a title to the credit balance in said account to secure the repayment of all funds transferred to the Contractor, and said title shall be superior to any lien, title, or claim of the Financial Institution or others with respect to such accounts.

2. The Financial Institution shall be bound by the provisions of said Agreement(s) between DOE and the Contractor relating to the transfer of funds into the and withdrawal of funds from the above special demand deposit account, which are hereby incorporated into this Agreement by reference, but the Financial Institution shall not be responsible for the application of funds withdrawn from said account. After receipt by the Financial Institution of directions from DOE, the Financial Institution shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Financial Institution from the Government upon DOE stationery and purporting to be signed by, or signed at the written direction of, the Government may, insofar as the rights, duties, and liabilities of the Financial Institution are concerned, be considered as having been properly issued and filed with the Financial Institution by DOE.

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3. DOE, or its authorized representatives, shall have access to financial records maintained by the Financial Institution with respect to such special demand deposit account at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution for a period of 6 years after the final payment under the Agreement.

4. In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account, the Financial Institution shall promptly notify DOE at:

   [Name of office]
   [Street address]
   [City]
   [State and Zip Code]

5. DOE shall authority funds that shall remain available to the extent that obligations have been incurrent in good faith there under by the Contractor to the Financial Institution for the benefit of the special demand deposit account. The Financial Institution agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero as administratively possible.

   The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in DOE solicitation No. _____, dated _____. The Financial Institution agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges," contained in the Financial Institution's aforesaid bid will remain constant during the term of this Agreement. The Financial Institution shall calculate the monthly fees based on services rendered and invoice the contractor. The contractor shall issue a check or automated clearinghouse authorization transfer to the Financial Institution in payment thereof.

6. The Financial Institution shall post collateral in accordance with 31 CFR 202 with the Federal Reserve bank in an amount equal to the net balances in all of the accounts included in this Agreement (including the noninterest-bearing time deposit account), less the Treasury-approved deposit insurance.

7. This Agreement, with all its provisions and covenants, shall be in effect for a term of _____ years, beginning on the _____ day of _____, _____, and ending on the day of _____, _____.

8. DOE, the Contractor, or the Financial Institution may terminate this Agreement at any time within the agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.

9. DOE or the Contractor may terminate this Agreement at any time upon 30 days' written notice to the Financial Institution if DOE or the Contractor, or both parties, find that the Financial Institution has failed to substantially perform its obligations under this Agreement or that the Financial Institution is performing its obligation in a manner that precludes

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administering the program in an effective and efficient manner of that precludes the effective utilization of the Government's cash resources.

10. Nothwithstanding the provisions of Covenants 8 and 9, in the event that the Agreement, referenced in Recital (a), between DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Financial Institution shall be terminated automatically upon the delivery of written notice to the Financial Institution.

11. In the event of termination, the Financial Institution agrees to retain the Contractor's special demand deposit account for an additional 90-day period to clear outstanding payment items.

This Agreement shall continue in effect for the 90-day additional period, with exception of the following:

1. Term Agreement (Covenant 7)

2. Termination of Agreement (Covenant 8 and 9)

All terms and conditions of the aforesaid bid submitted by the Financial Institution that are not inconsistent with this 90-day additional term shall remain in effect for this period.

The Financial Institution has submitted the forms entitled "Technical Representations and Certifications" and "Schedule of Financial Institution Processing Charges." These forms have been accepted by the Contractor and the Government and are incorporated herein with the document entitled "Financial Institution's Information on Payments Cleared Financing Arrangement" as an integral part of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement, which consists of _____ pages, including the signature pages, to be executed as of the day and year first above written.

_____
Date Signed

By _____
(Typed Name of Contractor Officer)

_____
(Signature of Contracting Officer)

WITNESS

_____
(Typed Name of Witness)

_____
(Name of Contractor)

_____
(Signature of Witness)

By _____
(Name of Contractor's Representative)

Note: In the case of a corporation, a witness is not required. Type or print names under all signatures.

_____
(Signature of Contractor's Representative)

_____
(Title)

_____
(Address)

_____
(Date Signed)

_____
(Name of Witness)

_____
(Name of Financial Institution)

_____
(Name of Financial Institution Representative)

_____
(Signature of Witness)
Note: In the case of a corporation, a witness is not required. Type or print names under all signatures.

_____
(Signature of Financial Institution Representative)

_____
(Title)

_____
(Address)

_____
(Date Signed)

NOTE

The contractor, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Agreement on behalf of the Contractor, was then _____ of said corporation and that said Agreement was duly signed for the and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

_____
(Corporate Seal) (Signature)

NOTE

Financial Institution, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Agreement on behalf of the Contractor, was then _____ of said corporation and that said Agreement was duly signed for the and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

_____
(Corporate Seal) (Signature)

SECTION J, ATTACHMENT G
SMALL BUSINESS SUBCONTRACTING PLAN

SECTION J, ATTACHMENT G

SMALL BUSINESS SUBCONTRACTING PLAN

URS | CH2M
OAK RIDGE LLC

3.0 Small Business Subcontracting Plan

Identification Data

Contractor:	URS | CH2M Oak Ridge LLC
Address:	106 Newberry Street SW Aiken, SC 29801
Solicitation or Contract Number:	DE-SOL-0001551
Item/Service:	East Tennessee Technology Park (ETTP) Contract
Total (Estimated) Amount of Contract:	$2,105,585,365 (excludes fee)
Period of Contract Performance:	5-year base period , July 1, 2011 through June 30, 2016 - $1,324,933,349 4-year option period, July 1, 2016 through June 30, 2020 - $780,652,016

Submittal and Acceptance

This subcontracting plan was submitted by:

Signature:	Leo Sain
Typed Name:	Leo Sain
Title:	Program Manager URS | CH2M Oak Ridge LLC
Date Prepared:	September 21, 2010
Phone No.:	803-502-9972
Acceptance:	
Agency:	
Typed Name:	
Title:	
Date Prepared:	
Phone No.:	

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URS | CH2M Oak Ridge LLC (UCOR) has developed this Small Business Subcontracting Plan (SB Plan) following the criteria prescribed in FAR 52.219-9 (JUL 2010), including other applicable requirements as stated in the clause. For purposes of this SB Plan, UCOR uses the term "subcontract" to mean any agreement (other than one involving an employer-employee relationship) entered into by a Government prime contractor or subcontractor which calls for supplies or services required in the performance of the subject prime contract, a contract modification thereto, or a subcontract there under. The SB Plan and the subcontracting goals cited will, unless modified and approved by the Contracting Officer, cover the prime contract period specified.

As a single purpose operating affiliate of URS Energy & Construction, Inc. and CH2M HILL Constructors, Inc., UCOR is committed to meaningful small business (SB) participation that efficiently and effectively supports project goals and spurs regional economic growth. We will meet our annual SB goal (65.0%) and SDB targets through a combination of proven subcontracting methods. UCOR's core values include a commitment to ensure SB participation in significant and complex aspects of the ETTP Contract. We believe that such SB participation will support project goals, positively affect the local and regional economies, and provide a foundation for growth and expansion.

UCOR's approach is built on the belief that SBs should receive a durable benefit from their participation in meaningful aspects of the project. Examples include challenging tasks/projects (e.g., difficult analyses, design tasks) and establishing a long-term scope-based presence (e.g., environmental compliance support) that lead to enhanced capabilities which will provide a solid experience/performance base and ensure stability.

We will actively participate in the DOE Mentor-Protégé Program, as required by Special Contract Requirement H.19, with commitments to: stand up 1 protégé within the first 12 months of full contract performance; and stand up a second protégé within the first 24 months. We will mentor our SB protégé to help it strengthen its core competencies; improve financial, administrative, and other functions/systems; and qualify it for additional work. UCOR will also ensure that if local small business concerns are not readily available, action will be taken to provide additional assistance to companies to help them develop into reliable suppliers that can compete for and perform subcontract work. If necessary, we will utilize a variety of tools to locate and use small business entities from all categories, in the region as well as across the state and nationwide.

UCOR's parent companies are proud of their rich heritage of success in developing and implementing SB subcontracting programs. Examples of this success include:

- Washington Closure Hanford, an affiliate of URS in Richland, WA, has awarded 94.8% of subcontracts to small business concerns (cumulative through July 2010), surpassing the 65% goal. Terranear PMC, one of its small, disadvantaged business subcontractors, was named DOE Protégé of the Year in FY 2008.

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- Washington River Protection Services, a URS affiliate in Richland, WA, awarded nearly $37 million in subcontracts to local small businesses in 2009. 72% of all American Recovery and Reinvestment Act-funded contract releases were awarded to local small businesses.

- The U.S. Department of Veterans Affairs presented Washington TRU Solutions, a URS affiliate in Carlsbad, NM, with The Corporate Achievement Award in 2008. WTS spent 8% of its total subcontracted dollars, or more than $6.2 million, with veteran and service-disabled veteran-owned businesses, surpassing the original goal of 3% set for the program.

- URS Supplier Diversity Awards include the Small Business Administration's 2004 Dwight D. Eisenhower Award and the Department of Defense Nunn-Perry Award received in 2001 in recognition of our Mentor-Protégé Program efforts.

- CH2M HILL received the U.S. Department of Defense's Prime Contractor Subcontracting Award for Subcontracting Excellence with Service-Disabled Veteran-Owned Small Businesses in November 2008. The award recognizes our use of Veteran-Owned Businesses with service connected disabilities in support of our DOD contracts.

- The National Veteran Owned Business Association awarded CH2M HILL the Best Corporations for Veteran-Owned Businesses, 2007 – June 2008, recognizing the corporation's contribution in using veteran businesses as subcontractors for supporting our contracts.

- The U.S. Department of State presented CH2M HILL with it's Small Business Subcontracting Award–September 2007 for achievement of Small Business Subcontracting Goals in fiscal year 2006.

- The Small Business Administration's Dwight D. Eisenhower Award to CH2M HILL in April 2007 represents the SBA's highest honor for large companies that use small businesses as suppliers and subcontractors.

- U.S. Department of Energy's Facility Management Contractor Small Business Achievement Award – June 2005 recognizes CH2M HILL's outstanding performance for the highest increase in total subcontract awards to small businesses.

UCOR will leverage the corporate-wide resources of its member entities, including contacts, information databases, special SB programs and experienced personnel, to ensure that the SB Plan under this contract meets and exceeds the goals it has established.

Introduction

The following sections present the specific methods and approaches to be utilized in meeting and exceeding the objectives and goals of the SB Plan for SBs including Small Disadvantaged Business (SDB), Women-Owned SB (WOSB), HUBZone small business (HUBZone); Veteran-Owned Small Business (VOSB); and Service-Disabled Veteran-Owned Small Business (SDVOSB) concerns, (hereinafter referred to collectively as "small business entities").

Type of Plan

X *Individual Contract Plan* - Individual Contract Plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

___ *Master Plan* - Master Plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

___ *Commercial Plan* - Commercial Plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

(1) Goals

UCOR proposes and fully intends to accomplish the following SB subcontracting goals for each of the specified SB categories. These goals are expressed in terms of percentages of total planned subcontracting dollars:

SB Category	Percent
SB	65.0
VOSB	4.0
SDVOSB	4.0
HUBZone	4.0
SDB	10.0
WOSB	10.0

The goals are based on the Section C – Performance Work Statement and the total (estimated) amount of contract (excluding fee). Upon assuming contract responsibility and regularly during the normal course of business, UCOR will plan its scope execution and include as one of its performance indicators the accomplishment of its stated SB Plan goals. We will also be aware of opportunities that may arise where these percentage goals and the real dollar value of SB subcontracts, can be increased. UCOR will focus efforts and resources on SB entity outreach (including but not limited to mentoring) and will ensure that subcontracting in each designated category increases in volume as the overall subcontract volume expands.

(2) Statement of –

(i) Total estimated dollars planned to be subcontracted, i.e., with all types of concerns under this contract during the contract period is $1,473,909,756.

(ii) Total estimated dollars planned to be subcontracted with SB concerns (including ANC and Indian tribes): $958,041,341

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(iii) Total estimated dollars planned to be subcontracted with VOSB concerns: $58,956,390

(iv) Total estimated dollars planned to be subcontracted with SDVOSB: $58,956,390

(v) Total estimated dollars planned to be subcontracted with HUBZone small business concerns: $58,956,390

(vi) Total estimated dollars planned to be subcontracted with SDB concerns (including ANCs and Indian tribes): $147,390,976

(vii) Total estimated dollars planned to be subcontracted with WOSB concerns: $147,390,976

(3) Description of the Types of Supplies and Services to be Subcontracted

Principal categories of subcontracting opportunities are listed in figure 3-1. This matrix was developed in accordance with the information described in Section (4) Methods Used to Develop Subcontracting Goals.

Figure 3-1. Principal Categories of Subcontracting Opportunities

Principal Supplies and Services to be Subcontracted (Type and NAICS Code)	(i) SB	(ii) VOSB	(iii) SDVOSB	(iv) HUBZone	(v) SDB	(vi) WOSB
Technical Services						
Engineering Services 541330	✓	✓	✓		✓	✓
Engineering Design 541490	✓				✓	✓
Environmental Consulting Services 541620	✓	✓	✓		✓	✓
Testing Laboratories 541380	✓					
Other Scientific and Technical Services 541690	✓	✓	✓	✓	✓	✓
RA, D&D, Construction						
Truck, Utility Trailer, and RV Rental and Leasing 532120	✓					
Specialty Construction 238990	✓				✓	✓
Site Preparation (Including D&D) 238910	✓				✓	✓
Other Heavy and Civil Engineering Construction 237990	✓					
Remediation Services 562910	✓		✓	✓	✓	
Equipment Rental 532412	✓					
Electrical Contractors 238210	✓					
Roofing Contractors 238160	✓					
General Support						
Other Accounting Services 541219	✓					✓
Office Administrative Services 561110	✓				✓	✓
Other Support Services 561990	✓					✓
Temporary Staffing 561320	✓			✓	✓	✓
Custom Computer Programming Services 541511	✓					

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

URS | CH2M
OAK RIDGE LLC

Figure 3-1. Principal Categories of Subcontracting Opportunities (continued)

Principal Supplies and Services to be Subcontracted (Type and NAICS Code)	(i) SB	(ii) VOSB	(iii) SDVOSB	(iv) HUBZone	(v) SDB	(vi) WOSB
Instrument Repair & Calibration 811219	✓					
Travel Agencies 561510	✓			✓		
General Equipment and Supplies						
Office Supplies 423440, 424120	✓					✓
Industrial Equipment 423830, 423840, 424120	✓					
Chemical/Fuel Products 424690, 424720	✓					

Associated NAICS Codes are summarized in figure 3-2.

Figure 3-2. Associated NAICS Codes

NAICS Definition	NAICS
Other Heavy and Civil Engineering Construction	237990
Roofing Contractors	238160
Electrical Contractors and Other Wiring Installation Contractors	238210
Site Preparation Contractors	238910
All Other Specialty Trade Contractors	238990
Other Commercial Equipment Merchant Wholesalers	423440
Stationery and Office Supplies Merchant Wholesalers	424120
Industrial Machinery and Equipment Merchant Wholesalers	423830
Industrial Supplies Merchant Wholesalers	423840
Other Chemical and Allied Products Merchant Wholesalers	424690
Petroleum and Petroleum Products Merchant Wholesalers (except Bulk Stations and Terminals)	424720
Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing	532120
Construction, Mining, and Forestry Machinery and Equipment Rental and Leasing	532412
Other Accounting Services	541219
Engineering Services	541330
Testing Laboratories	541380
Other Specialized Design Services	541490
Custom Computer Programming Services	541511
Environmental Consulting Services	541620
Other Scientific and Technical Consulting Services	541690
Office Administrative Services	561110
Temporary Help Services	561320
Travel Agencies	561510
All Other Support Services	561990
Remediation Services	562910
Other Electronic and Precision Equipment Repair and Maintenance	811219

(4) Methods Used to Develop Subcontracting Goals

UCOR expects to meet or exceed the SB subcontracting goals set forth in this SB Plan for each of the specified SB categories. The list of supplies and services to be subcontracted to small business entities was developed by reviewing and evaluating the ETTP Contract Performance Work Statement, considering local, state and federal regulations and guidelines and using current and past experience in subcontracting to SBs at other DOE locations.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

SECTION J, ATTACHMENT H
PERFORMANCE GUARANTEE AGREEMENT

SECTION J, ATTACHMENT H

PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract DE-SC-0004645 for the East Tennessee Technology Park Contract dated April, 29, 2011, by and between the Government and URS|CH2M Oak Ridge, LLC, the undersigned, URS Energy and Construction, Inc. (Guarantor), a corporation incorporated in the State of Ohio with its principal place of business at 720 Park Boulevard, Boise, ID 83712 hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which contractor presently or hereafter may have to the Government under the contract; and (b) the full and prompt payment and performance by contractor of all obligations and liabilities of contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the contract, and (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the contract, in the event of a default by contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the contract. Guarantor further agrees that contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against contractor, or adjudication of contractor as a bankrupt; or (iii) the assertion by the Government against the contractor of any of the Government's rights and remedies provided for under the contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against contractor or other Guarantors under the contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by contractor, or otherwise. Guarantor affirms that the Government

shall not be required to first commence any action or obtain any judgment against contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by contractor is in default under the contract or under any other document(s) or instrument(s) executed by contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of contractor, the performance of which by contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of: (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on **September 21, 2010.**

Name of Corporation

URS Energy & Construction, Inc.

Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

Randolph J. Hill
Senior Vice President of Legal

Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix Corporate Seal:

I certify that I am the Secretary of the corporation named as Guarantor herein; that the officer who signed the Performance Guarantee Agreement on Behalf of the Guarantor was then Senior Vice President of Legal of said corporation; and that said officer was acting within the scope of his corporate powers.

By: Jeanne Baughman

Jeanne Baughman
Secretary

Date: September 21, 2010

SECTION J, ATTACHMENT I
WAGE DETERMINATIONS – SERVICE CONTRACT ACT (SCA)
AND
DAVIS-BACON ACT (DBA)

SECTION J, ATTACHMENT IA

WAGE DETERMINATIONS – SERVICE CONTRACT ACT

Changed by Mod 013 11-07-11 See WD 05-2493 (Rev.-16) was first posted on www.wdol.gov on 06/17/2011

SECTION J, ATTACHMENT IB

WAGE DETERMINATIONS – DAVIS BACON ACT

General Decision Number: TN100157 10/29/2010 TN157
Superseded General Decision Number: TN20080157

State: Tennessee
Construction Type: Heavy
Including Water and Sewer Line Construction
Counties: Anderson, Blount and Loudon Counties in Tennessee.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Modification Number	Publication Date
0	03/12/2010
1	05/14/2010
2	06/04/2010
3	10/29/2010

* ELEC0760-010 07/01/2010

	Rates	Fringes
ELECTRICIAN.	$ 22.04	4.25%+7.20

ENGI0917-026 05/01/2010

	Rates	Fringes
Operating Engineers:		
Backhoe, Excavator, Trackhoe, Bulldozer, and Crane.....	$ 23.51	9.40
Forklift.....	$ 21.55	9.40

LABO0818-003 05/01/2010

	Rates	Fringes
LABORER: Common or General.....	$ 17.38	5.36

SUTN2009-140 12/02/2009

	Rates	Fringes
LABORER: Flagger.....	$ 8.73	0.00
LABORER: Pipelayer.....	$ 11.75	0.00
OPERATOR: Loader.....	$ 13.50	0.00
TRUCK DRIVER: Dump Truck.....	$ 10.76	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:
* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

WD 05-2493 (Rev.-16) was first posted on www.wdol.gov on 06/17/2011

****

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

|

| Wage Determination No.: 2005-2493

Diane C. Koplewski Division of | Revision No.: 16

Director Wage Determinations| Date Of Revision: 06/13/2011

_____|_____

State: Tennessee

Area: Tennessee Counties of Anderson, Blount, Campbell, Claiborne, Cumberland,

Fentress, Grainger, Hamblen, Jefferson, Knox, Loudon, Monroe, Morgan, Pickett,

Roane, Scott, Sevier, Union

_____

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.03
01012 - Accounting Clerk II		14.63
01013 - Accounting Clerk III		16.36
01020 - Administrative Assistant		20.11
01040 - Court Reporter		16.87
01051 - Data Entry Operator I		11.59

01052 - Data Entry Operator II	13.19
01060 - Dispatcher, Motor Vehicle	16.87
01070 - Document Preparation Clerk	12.91
01090 - Duplicating Machine Operator	12.91
01111 - General Clerk I	11.31
01112 - General Clerk II	12.58
01113 - General Clerk III	14.12
01120 - Housing Referral Assistant	19.92
01141 - Messenger Courier	11.54
01191 - Order Clerk I	11.86
01192 - Order Clerk II	13.65
01261 - Personnel Assistant (Employment) I	12.84
01262 - Personnel Assistant (Employment) II	16.41
01263 - Personnel Assistant (Employment) III	18.30
01270 - Production Control Clerk	18.25
01280 - Receptionist	11.72
01290 - Rental Clerk	13.05
01300 - Scheduler, Maintenance	16.31
01311 - Secretary I	16.31
01312 - Secretary II	18.10
01313 - Secretary III	19.92
01320 - Service Order Dispatcher	17.05
01410 - Supply Technician	20.11
01420 - Survey Worker	17.19
01531 - Travel Clerk I	12.72

01532 - Travel Clerk II 13.54

01533 - Travel Clerk III 14.58

01611 - Word Processor I 12.27

01612 - Word Processor II 13.62

01613 - Word Processor III 16.87

05000 - Automotive Service Occupations

05005 - Automobile Body Repairer, Fiberglass 19.72

05010 - Automotive Electrician 16.03

05040 - Automotive Glass Installer 15.26

05070 - Automotive Worker 15.26

05110 - Mobile Equipment Servicer 13.68

05130 - Motor Equipment Metal Mechanic 16.78

05160 - Motor Equipment Metal Worker 15.26

05190 - Motor Vehicle Mechanic 16.55

05220 - Motor Vehicle Mechanic Helper 13.06

05250 - Motor Vehicle Upholstery Worker 14.47

05280 - Motor Vehicle Wrecker 15.26

05310 - Painter, Automotive 18.18

05340 - Radiator Repair Specialist 15.26

05370 - Tire Repairer 11.03

05400 - Transmission Repair Specialist 16.55

07000 - Food Preparation And Service Occupations

07010 - Baker 11.17

07041 - Cook I 10.08

07042 - Cook II 11.24

07070 - Dishwasher 8.55

07130 - Food Service Worker 9.61

07210 - Meat Cutter 13.97

07260 - Waiter/Waitress 7.86

09000 - Furniture Maintenance And Repair Occupations

09010 - Electrostatic Spray Painter 17.03

09040 - Furniture Handler 11.85

09080 - Furniture Refinisher 17.03

09090 - Furniture Refinisher Helper 13.66

09110 - Furniture Repairer, Minor 15.32

09130 - Upholsterer 17.03

11000 - General Services And Support Occupations

11030 - Cleaner, Vehicles 8.96

11060 - Elevator Operator 10.49

11090 - Gardener 13.21

11122 - Housekeeping Aide 10.49

11150 - Janitor 11.25

11210 - Laborer, Grounds Maintenance 10.88

11240 - Maid or Houseman 8.45

11260 - Pruner 10.69

11270 - Tractor Operator 13.81

11330 - Trail Maintenance Worker 10.88

11360 - Window Cleaner 12.03

12000 - Health Occupations

12010 - Ambulance Driver 14.54

12011 - Breath Alcohol Technician	14.98
12012 - Certified Occupational Therapist Assistant	21.99
12015 - Certified Physical Therapist Assistant	20.94
12020 - Dental Assistant	15.28
12025 - Dental Hygienist	28.09
12030 - EKG Technician	18.35
12035 - Electroneurodiagnostic Technologist	18.35
12040 - Emergency Medical Technician	14.54
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.82
12073 - Licensed Practical Nurse III	17.64
12100 - Medical Assistant	12.76
12130 - Medical Laboratory Technician	14.52
12160 - Medical Record Clerk	11.72
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	13.42
12210 - Nuclear Medicine Technologist	25.05
12221 - Nursing Assistant I	9.62
12222 - Nursing Assistant II	10.81
12223 - Nursing Assistant III	11.80
12224 - Nursing Assistant IV	13.24
12235 - Optical Dispenser	14.65
12236 - Optical Technician	13.21
12250 - Pharmacy Technician	16.23
12280 - Phlebotomist	13.24

12305 - Radiologic Technologist 23.63

12311 - Registered Nurse I 22.82

12312 - Registered Nurse II 27.91

12313 - Registered Nurse II, Specialist 27.91

12314 - Registered Nurse III 31.51

12315 - Registered Nurse III, Anesthetist 31.51

12316 - Registered Nurse IV 37.40

12317 - Scheduler (Drug and Alcohol Testing) 18.51

13000 - Information And Arts Occupations

13011 - Exhibits Specialist I 17.10

13012 - Exhibits Specialist II 21.18

13013 - Exhibits Specialist III 25.90

13041 - Illustrator I 16.64

13042 - Illustrator II 21.18

13043 - Illustrator III 25.90

13047 - Librarian 23.03

13050 - Library Aide/Clerk 11.41

13054 - Library Information Technology Systems Administrator 20.21

13058 - Library Technician 13.65

13061 - Media Specialist I 13.27

13062 - Media Specialist II 14.85

13063 - Media Specialist III 16.63

13071 - Photographer I 15.35

13072 - Photographer II 17.17

13073 - Photographer III 21.27

13074 - Photographer IV 26.03

13075 - Photographer V 31.48

13110 - Video Teleconference Technician 16.55

14000 - Information Technology Occupations

14041 - Computer Operator I 15.77

14042 - Computer Operator II 17.64

14043 - Computer Operator III 19.67

14044 - Computer Operator IV 21.86

14045 - Computer Operator V 24.20

14071 - Computer Programmer I 22.54

14072 - Computer Programmer II 25.40

14073 - Computer Programmer III (see 1)

14074 - Computer Programmer IV (see 1)

14101 - Computer Systems Analyst I (see 1)

14102 - Computer Systems Analyst II (see 1)

14103 - Computer Systems Analyst III (see 1)

14150 - Peripheral Equipment Operator 15.77

14160 - Personal Computer Support Technician 21.86

15000 - Instructional Occupations

15010 - Aircrew Training Devices Instructor (Non-Rated) 28.52

15020 - Aircrew Training Devices Instructor (Rated) 34.53

15030 - Air Crew Training Devices Instructor (Pilot) 37.97

15050 - Computer Based Training Specialist / Instructor 28.52

15060 - Educational Technologist 27.39

15070 - Flight Instructor (Pilot) 37.97

15080 - Graphic Artist 20.60

15090 - Technical Instructor 19.44

15095 - Technical Instructor/Course Developer 23.78

15110 - Test Proctor 15.69

15120 - Tutor 15.69

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations

16010 - Assembler 9.06

16030 - Counter Attendant 9.06

16040 - Dry Cleaner 11.68

16070 - Finisher, Flatwork, Machine 9.06

16090 - Presser, Hand 9.06

16110 - Presser, Machine, Drycleaning 9.06

16130 - Presser, Machine, Shirts 9.06

16160 - Presser, Machine, Wearing Apparel, Laundry 9.06

16190 - Sewing Machine Operator 12.50

16220 - Tailor 13.31

16250 - Washer, Machine 10.02

19000 - Machine Tool Operation And Repair Occupations

19010 - Machine-Tool Operator (Tool Room) 18.19

19040 - Tool And Die Maker 21.73

21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator 13.12

21030 - Material Coordinator 18.25

21040 - Material Expediter 18.25

21050 - Material Handling Laborer 12.62

21071 - Order Filler 11.31

21080 - Production Line Worker (Food Processing) 13.12

21110 - Shipping Packer 13.01

21130 - Shipping/Receiving Clerk 13.01

21140 - Store Worker I 11.64

21150 - Stock Clerk 15.74

21210 - Tools And Parts Attendant 13.12

21410 - Warehouse Specialist 13.12

23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder 21.76

23021 - Aircraft Mechanic I 20.73

23022 - Aircraft Mechanic II 21.76

23023 - Aircraft Mechanic III 22.84

23040 - Aircraft Mechanic Helper 15.54

23050 - Aircraft, Painter 19.79

23060 - Aircraft Servicer 17.43

23080 - Aircraft Worker 18.43

23110 - Appliance Mechanic 17.46

23120 - Bicycle Repairer 12.77

23125 - Cable Splicer 22.18

23130 - Carpenter, Maintenance 16.19

23140 - Carpet Layer 16.89

23160 - Electrician, Maintenance 20.79

23181 - Electronics Technician Maintenance I 19.62

23182 - Electronics Technician Maintenance II 20.63

23183 - Electronics Technician Maintenance III 21.72

23260 - Fabric Worker 15.86

23290 - Fire Alarm System Mechanic 17.63

23310 - Fire Extinguisher Repairer 14.94

23311 - Fuel Distribution System Mechanic 21.26

23312 - Fuel Distribution System Operator 17.14

23370 - General Maintenance Worker 16.16

23380 - Ground Support Equipment Mechanic 20.73

23381 - Ground Support Equipment Servicer 17.43

23382 - Ground Support Equipment Worker 18.43

23391 - Gunsmith I 14.94

23392 - Gunsmith II 16.89

23393 - Gunsmith III 18.71

23410 - Heating, Ventilation And Air-Conditioning Mechanic 17.84

23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) 18.67

23430 - Heavy Equipment Mechanic 18.57

23440 - Heavy Equipment Operator 16.47

23460 - Instrument Mechanic 22.57

23465 - Laboratory/Shelter Mechanic 17.77

23470 - Laborer 12.10

23510 - Locksmith 17.77

23530 - Machinery Maintenance Mechanic 19.89

23550 - Machinist, Maintenance 19.55

23580 - Maintenance Trades Helper 13.60

23591 - Metrology Technician I 22.57

23592 - Metrology Technician II 23.62

23593 - Metrology Technician III 24.64

23640 - Millwright 19.19

23710 - Office Appliance Repairer 17.77

23760 - Painter, Maintenance 17.03

23790 - Pipefitter, Maintenance 18.64

23810 - Plumber, Maintenance 17.78

23820 - Pneudraulic Systems Mechanic 18.71

23850 - Rigger 18.71

23870 - Scale Mechanic 16.89

23890 - Sheet-Metal Worker, Maintenance 19.73

23910 - Small Engine Mechanic 16.18

23931 - Telecommunications Mechanic I 24.51

23932 - Telecommunications Mechanic II 25.71

23950 - Telephone Lineman 22.01

23960 - Welder, Combination, Maintenance 17.74

23965 - Well Driller 17.84

23970 - Woodcraft Worker 18.71

23980 - Woodworker 14.94

24000 - Personal Needs Occupations

24570 - Child Care Attendant 9.61

24580 - Child Care Center Clerk 11.97

24610 - Chore Aide 10.00

24620 - Family Readiness And Support Services Coordinator 12.40

24630 - Homemaker 14.87

25000 - Plant And System Operations Occupations

25010 - Boiler Tender 23.32

25040 - Sewage Plant Operator 18.97

25070 - Stationary Engineer 23.32

25190 - Ventilation Equipment Tender 16.78

25210 - Water Treatment Plant Operator 19.10

27000 - Protective Service Occupations

27004 - Alarm Monitor 14.85

27007 - Baggage Inspector 10.97

27008 - Corrections Officer 14.96

27010 - Court Security Officer 16.11

27030 - Detection Dog Handler 12.66

27040 - Detention Officer 14.96

27070 - Firefighter 17.33

27101 - Guard I 10.97

27102 - Guard II 12.66

27131 - Police Officer I 17.61

27132 - Police Officer II 19.56

28000 - Recreation Occupations

28041 - Carnival Equipment Operator 10.86

28042 - Carnival Equipment Repairer 11.58

28043 - Carnival Equpment Worker 8.63

28210 - Gate Attendant/Gate Tender 13.05

28310 - Lifeguard 11.12

28350 - Park Attendant (Aide) 14.60

28510 - Recreation Aide/Health Facility Attendant 10.66

28515 - Recreation Specialist 16.58

28630 - Sports Official 11.63

28690 - Swimming Pool Operator 16.20

29000 - Stevedoring/Longshoremen Occupational Services

29010 - Blocker And Bracer 18.16

29020 - Hatch Tender 18.16

29030 - Line Handler 18.16

29041 - Stevedore I 17.22

29042 - Stevedore II 19.28

30000 - Technical Occupations

30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 35.77

30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 24.66

30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 27.16

30021 - Archeological Technician I 17.11

30022 - Archeological Technician II 17.39

30023 - Archeological Technician III 21.62

30030 - Cartographic Technician 23.50

30040 - Civil Engineering Technician 20.21

30061 - Drafter/CAD Operator I 15.66

30062 - Drafter/CAD Operator II 17.58

30063 - Drafter/CAD Operator III		21.02
30064 - Drafter/CAD Operator IV		26.04
30081 - Engineering Technician I		15.84
30082 - Engineering Technician II		17.79
30083 - Engineering Technician III		20.11
30084 - Engineering Technician IV		24.92
30085 - Engineering Technician V		30.15
30086 - Engineering Technician VI		36.50
30090 - Environmental Technician		27.69
30210 - Laboratory Technician		21.05
30240 - Mathematical Technician		21.56
30361 - Paralegal/Legal Assistant I		16.72
30362 - Paralegal/Legal Assistant II		20.02
30363 - Paralegal/Legal Assistant III		24.49
30364 - Paralegal/Legal Assistant IV		29.63
30390 - Photo-Optics Technician		22.28
30461 - Technical Writer I		19.92
30462 - Technical Writer II		24.36
30463 - Technical Writer III		29.48
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or	(see 2)	21.02

Surface Programs

30621 - Weather Observer, Senior (see 2) 22.04

31000 - Transportation/Mobile Equipment Operation Occupations

31020 - Bus Aide 9.72

31030 - Bus Driver 13.65

31043 - Driver Courier 14.65

31260 - Parking and Lot Attendant 9.36

31290 - Shuttle Bus Driver 15.63

31310 - Taxi Driver 11.14

31361 - Truckdriver, Light 15.63

31362 - Truckdriver, Medium 16.51

31363 - Truckdriver, Heavy 18.00

31364 - Truckdriver, Tractor-Trailer 18.00

99000 - Miscellaneous Occupations

99030 - Cashier 9.65

99050 - Desk Clerk 10.96

99095 - Embalmer 25.37

99251 - Laboratory Animal Caretaker I 11.14

99252 - Laboratory Animal Caretaker II 13.06

99310 - Mortician 25.37

99410 - Pest Controller 15.93

99510 - Photofinishing Worker 11.95

99710 - Recycling Laborer 14.64

99711 - Recycling Specialist 17.31

99730 - Refuse Collector 13.25

99810 - Sales Clerk	11.51
99820 - School Crossing Guard	11.87
99830 - Survey Party Chief	18.72
99831 - Surveying Aide	12.40
99832 - Surveying Technician	17.02
99840 - Vending Machine Attendant	13.52
99841 - Vending Machine Repairer	16.05
99842 - Vending Machine Repairer Helper	13.52

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.59 per hour or $143.60 per week or $622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173) HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee

must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications; (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications; (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage

determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol. gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at

http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s). 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work. 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4). 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request. 5) The contracting officer transmits the Wage and Hour decision to the contractor. 6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

SECTION J, ATTACHMENT J
FIRE PROTECTION PROGRAM REQUIREMENTS

Section J – Attachment J

Fire Protection Program Requirements

Contractors should refer to corresponding requirements in DOE O 420.1B and all applicable rules, guidance, and standards when implementing the requirements of this document. Regardless of the performer of the work, it is the contractor's responsibility to ensure the work is compliant with the requirements of this document. The contractor is responsible for flowing down the requirements to subcontractors at any tier to the extent necessary to ensure the contractor's compliance with the requirements and the safe performance of work. However, in doing so, the contractor must not flow down requirements to subcontractors unnecessarily or imprudently.

1. Fire Protection Facility Assessments
   a. Annual fire protection assessments are to be completed for Hazard Category 1 and 2 nuclear facilities, facilities valued in excess of $100 million, facilities considered to be high hazard by the contractor, or those that are considered to be of high importance to the contractor in the completion of its contracted scope of work.
   b. Triennial fire protection assessments are to be completed for Hazard Category 3 nuclear facilities, radiological facilities not addressed above, and facilities valued in excess of $10 million up to $100 million.
   c. Facilities valued above $1 million are to be assessed at least every 5 years.
   d. Other facilities do not require fire protection assessments but must meet the fire protection requirements.
2. Fire Protection Exemptions and Equivalencies
   a. Approval of exemptions remains with the applicable DOE Headquarters program office. Contractors requesting an exemption are to coordinate the submittal of such documents with the applicable ORO program office. All exemptions submitted to DOE Headquarters for approval are required to have concurrence from the ORO authority having jurisdiction (AHJ) for Fire Protection.
   b. Approval of equivalencies is the responsibility of ORO Fire Protection AHJ. Contractors requesting an equivalency are to coordinate the submittal of such documents with the applicable ORO program office. It is recommended the equivalency submittals be extensively coordinated prior to the contractor's submission of the equivalency request.
   c. The level of documentation necessary to support an exemption or equivalency will vary, depending on the issue. As a minimum, ORO expects that each analysis will identify the specific site location or condition at issue, the paragraph/section of the code or standard which addresses the issue, a discussion as to why the literal requirements of the code or standard cannot be met, and a discussion which justifies the conclusion that the alternate

configuration is acceptable or equivalent from a safety perspective to what is stipulated in the code or standard.

d. Exemptions and equivalencies that are programmatic in nature (affect more than an individual component or design feature) are to be supported through the facility fire hazard analysis (FHA), if applicable. Where more than one exemption/equivalency request exists for a single facility/system, the contractor must demonstrate that the cumulative effect of such conditions does not increase the level risk beyond an acceptable level.

e. DOE-approved Fire Protection exemptions and equivalencies are to be reviewed annually by the contractor and internally documented as to their ongoing need and the continued implementation of applicable requirements. Field inspection of exemptions and equivalencies may be aligned with the fire protection engineering assessment/FHA frequency.

f. Approved equivalencies and exemptions are applicable to the respective facilities and/or conditions to which they were requested. The transfer of facilities between contractor organizations is acknowledged. In the event that changes to the conditions of approval are made, the equivalency/exemption is no longer valid and conformance to the original requirements is required.

3. Abandoned Facilities and Facilities Undergoing D&D

a. Alternate fire protection configurations must be documented through equivalencies. A single equivalency may be processed for each facility and documented within the facility FHA. The scope and depth of the analysis is to be commensurate with the complexity of the facility, the nature of the fire risks, and the type of D&D activities. FHAs associated with approved D&D equivalencies that are revised to address changes in conditions or additional alternative fire protection configurations are to be submitted to the ORO Fire Protection AHJ for information.

b. The FHA must be revised, as appropriate, when significant changes in occupancy or hazards occur that affect fire safety. Fire safety features that have been required by DOE may be rendered inoperable or considered no longer needed if justified by the FHA. Such features may be abandoned in place until they are dismantled as part of planned demolition activities.

c. The need for fire protection features in these facilities is governed by the fire risks to the public, the workers, and the firefighters and the potential release of hazardous and radiological materials to the environment. Property protection and program continuity are not normally factors to consider unless the facility possesses a definable value and/or mission.

d. The decision to deactivate automatic fire suppression systems in facilities must reflect the possibility that emergency response forces may not be able to safely enter the facility to effect manual fire suppression. A “stand off and protect” tactical approach, which features exterior fire attack and protection of exposures, must be approved by ORO as part of the FHA or the fire department baseline needs assessment.

4. Protective Clothing Requirements During Hot Work Operations
   ORO contractors and subcontractors performing activities involving hot work shall:

   - Perform an assessment of the workplace to determine the appropriate personal protective equipment (PPE) such as flame-resistant clothing. This clothing shall be selected to minimize the potential for ignition, burning, trapping hotsparks, or electric shock.
   - Based on the assessment of the workplace provide flame-resistant clothing for all individual(s) directly performing the hot work.
   - Based on the assessment of the workplace determine the clothing requirements for all other personnel (e.g., fire watch personnel) and provide the appropriate level of flame-resistant clothing to the workers.
   - In other work activities, based on the assessment of the workplace determine the the level of clothing necessary for personnel performing incidental tasks involving open flames, sparks, and other molten by-products.
   - Ensure these requirements are flowed down to all subcontracts and the implementation of these requirements is verified.

5. Fire Protection AHJ Responsibilities/Delegations

   a. ORO recognizes different performance levels of Fire Protection AHJ decision making responsibilities and activities are necessary to execute DOE fire protection program activities driven by DOE Order 420.1B, *Facility Safety*. As such, ORO delegates the following Fire Protection AHJ activities to its contractors:

      (1) Review and approval of facility modifications as they related to fire protection and life safety.

      (2) Review and approval of all new fire protection and life safety features as they relate to system installations.

      (3) Review and approval of the performance of fire protection and life safety-related system acceptance testing or witnessing.

      (4) Review and recommend approval to ORO of the fire departments' baseline needs assessments.

      (5) Perform fire safety acceptance inspections for approval of occupancy of new facilities or those that have undergone major modifications.

      (6) Forward to DOE for concurrence the determinations for not performing an FHA for new facilities.

      (7) Provide NFPA Fire Protection code interpretations.

      (8) Determine the applicability of NFPA Fire Codes and standards to site activities.

(9) Recommend for approval by DOE any equivalencies to DOE Orders and directives, exemptions, and associated compliance schedule(s).

(10) Approve minor field compliance conditions, equivalent approaches, and alternative methods.

(11) All determinations are to be documented and available to ORO for review.

b. The ORO Fire Protection AHJ retains full authority in fire protection and life safety matters. The contractor AHJ responsibilities must be exercised by an individual who is experienced in the field of fire protection. The contractor must submit the qualification of contractor Fire Protection AHJs to ORO.

6. ORO Fire Protection Inspection, Testing, and Maintenance of Fire Protection Equipment

An ORO equivalency was originally approved by DOE Headquarters in 1994 (see Reference 7n) pertaining to frequencies of inspection, testing, and maintenance of fire protection systems. Table 1 contains ORO's current acceptable modified frequencies, based on the current addition of National Fire Protection Association (NFPA) Standard 25, *Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*. Use of these modified frequencies is optional for ORO contractors. Requirements associated with the use of the reduced inspection, testing, and maintenance frequencies remain the same as identified by DOE Headquarters in 1994, specifically, "Data on fire protection system performance should be continually collected and maintained so as to be able to provide sound technical basis for continuing to implement the revised frequencies. This data should be in an auditable form." The inspection, testing, and maintenance of fire protection and life safety components not addressed in the equivalency are to be performed in accordance with applicable NFPA standards. Contractors using the reduced frequency inspection, testing, and maintenance schedule are required to document a system performance report for the previous year by April 30 of the following year and provide to DOE upon request.

a. The frequencies specified in NFPA 25 should be followed for Hazard Category 1 nuclear facilities, high hazard facilities, facilities specifically open to the general public, and systems credited within facility safety analyses.

b. Failure(s) occurring during surveillance testing must be trended and reported in accordance with unusual occurrence reporting procedures and reporting requirements.

c. It is not the intent to cover all aspects of inspection and testing. These testing frequencies are generic in nature, and specific applications, equipment, conditions, or facilities may warrant increased surveillance schedules. Inspection, testing, and maintenance frequencies not addressed within this document must be in accordance with the applicable NFPA standard.

d. See Table 1 for inspection, testing, and maintenance frequencies. The frequency notations are defined as follows:

Notation	Minimum Frequency
Daily	At least once per 24 hours
Weekly	At least once per 7 days
Monthly	At least once per 31 days
Quarterly	At least once per 92 days

Semiannually	At least once per 184 days
Annually	At least once per 365 days

The surveillances must be performed within the specified interval (with a maximum extension of 25% of the interval between any 2 consecutive surveillances) for weekly, monthly, and quarterly frequencies. Semiannual and greater frequencies must not exceed 10% extensions. This extension is intended to provide operational flexibility for scheduling and performing surveillances. It must not be relied on as a routine extension of the specified interval. Failure to perform the surveillances within the required time intervals must be documented.

7. Definitions

a. Authority Having Jurisdiction – Except as noted, decision making authority in the matters concerning fire protection rests with the manager of the DOE field office or designee.

b. Equivalency – An approved alternative means of satisfying the technical provisions of an applicable code or standard.

c. Exemption – An approved deviation from a DOE directive, a nonstatutory code, or a standard.

8. Acronyms

AJH	authority having jurisdiction
D&D	decontamination and decommissioning
DOE	Department of Energy
FHA	fire hazards analysis
NFPA	National Fire Protection Association
ORO	Oak Ridge Office
STD	standard

Item	NFPA 25 Section (2002 editio n)	NFPA 25 Frequency	DOE Frequency	ORO Frequency	Justification
Sprinkler Systems					
Sprinkler Head, Inspection	Table 5.1	Annually	Annually, not to exceed 3 years	At the same frequency as facility assessment s.	Sprinkler systems are reviewed by qualified engineers during scheduled self-assessmen ts.
Hydraulic	5.2.7	Quarterly	Annually,	At the same	Contractors

Item	NFPA 25 Section (2002 editio n)	NFPA 25 Frequency	DOE Frequency	ORO Frequency	Justification
Nameplate on Sprinkler Systems, Inspection			not to exceed 3 years	frequency as the facility assessment s.	maintain a system of drawings, calculations, and other documentation that verifies the hydraulic design requirements.
Water Flow Alarms, Test	5.3.3.1	Quarterly	Quarterly	Semiannual	ORO failure rates over a period of approximately 50 years do not justify more frequent testing or the costs that would be incurred. Less frequent testing will also minimize discharges to the environment.
Gauges, Test	5.3.2	5 Years	When abnormal	When abnormal	System gauges are not used to validate system operability.
Sprinkler System Piping, Inspection	5.2.2	Annually	Annually, not to exceed 3 years	At the same frequency as the facility assessment s.	Sprinkler systems are reviewed by qualified fire protection engineers during scheduled self-assessmen ts.
Water Motor Gong, Test	5.3.3	Quarterly	Quarterly	Semiannual	Failure rates do not justify more frequent testing or the costs that would be incurred.

Item	NFPA 25 Section (2002 edition)	NFPA 25 Frequency	DOE Frequency	ORO Frequency	Justification
Compressor, Maintenance	5.4.2.3	Per manufacturer	Annually	Annually	Annual maintenance is reasonable.
Standpipe and Hose Systems					
Hose Cabinets, Inspection	Table 6-1	Annual	Annual, not to exceed 3 years	At the same frequency as the facility assessments, not to exceed 3 years	Hose cabinets are not subject to failure that would impair firefighting ability.
Alarm Devices, Test	Table 6-1	Quarterly	Quarterly	Semiannual	Failure rates do not justify more frequent testing or the costs that could be incurred.
Hose Nozzles, Inspection	Table 6-1	Annually	At the same frequency as the facility assessments, not to exceed 3 years	None	The nozzles are rugged devices and not subject to inordinate failure.
Hose Nozzles, Test	Table 6-1	Annually	When abnormal	When abnormal	Test when visual inspection reveals an abnormality or after nozzle maintenance.
Hose Storage Rack, Inspection	Table 6-1	Annually	Annually, not to exceed 3 years	At the same frequency as the facility assessments, not to exceed 3 years	These are not subject to inordinate failure and will be reviewed during scheduled self-assessments.
Standpipe Systems, Alarm Device, Test	Table 6-1	Quarterly	Quarterly	Semiannual	Failure rates and the costs incurred do not justify a greater

Item	NFPA 25 Section (2002 edition)	NFPA 25 Frequency	DOE Frequency	ORO Frequency	Justification
					frequency rate.
Hose connections	Table 6-1	Quarterly		Annually	Failure rates do not justify more frequent testing or the costs that could be incurred.
Standpipe Piping	Table 6-1	Quarterly	Quarterly	Semiannually	Failure rates do not justify more frequent testing or the costs that could be incurred.
Private Fire Service Mains					
Underground Piping Flow Tests	7.3.1	Minimum 5-year intervals		Annual (Adequate water supplies are a vital fire protection element.)	Flow tests representative of those expected during a fire should be performed annually at selected plant areas and compared to previous years. Different areas of a facility should be tested on a 5-year cycle to ensure that all areas are capable of achieving the required flow demands.
Hose/Hydrant Houses, Inspection	7.2.2.7	Quarterly	Annually	Annually	Hydrant/hose houses are not subject to frequent failure.
Fire Pumps					
Fire Pumps Heating System, Inspection	8.2.2	Weekly during heating season	Weekly or Monthly	Weekly or Monthly	Weekly unless the pump room is constantly monitored for

Item	NFPA 25 Section (2002 edition)	NFPA 25 Frequency	DOE Frequency	ORO Frequency	Justification
					low temperature conditions.
Fire Pumps, Vent Louvers, Inspection	8.2.2	Weekly during heating season	Weekly or Monthly	Weekly or Monthly	Weekly unless the pump room is constantly monitored for low temperature conditions.
Water Storage Tanks					
Water Level	9.2.1	Monthly/Quarterly if monitored		Quarterly	Fire water storage tanks should be inspected quarterly by overflowing, except where tank levels can be visually verified.
Water Spray Fixed Systems					
Mainline Strainers, Inspection and Maintenance, If Required	Table 10-1	Inspection – Per manufacturer Maintenance – 5 Years	5 Years Combined Inspection and Maintenance	5 Years Combined Inspection and Maintenance	Use engineering judgment to set an inspection frequency if the water is contaminated.
Valve Enclosures, Cold Weather, Inspection	Table 10-1	Daily/Weekly		Weekly or Monthly if monitored	Inspect monthly if valve enclosures are monitored by a supervised low temperature alarm device.
Pipe and Hangers, Inspection	Table 10-1	Quarterly	Annually	Annually	Inspect during the annual flow test.
Drainage, Inspection	Table 10-1	Quarterly	Annually	Annually	Inspect during the annual flow test.
Valves and FD Connections					
Alarm Valves, Exterior Inspection	Table 12-1	Monthly	Quarterly	Monthly or Quarterly	Inspect all unsupervised shutoff valves

Item	NFPA 25 Section (2002 edition)	NFPA 25 Frequency	DOE Frequency	ORO Frequency	Justification
					that are installed before the alarm pressure device monthly.
Dry Pipe Valves, Quick Opening Devices, Test	Table 12-1	Quarterly	6 Months	Annually	Quick-opening devices are relatively simple, and annual testing is adequate to detect and repair mechanical problems.
Preaction/Deluge Dry Pipe Valve, Inspection of Exterior	Table 12-1	Monthly	Quarterly	Annually	Annually after each flow test.
Dry Pipe Valve's Interior, Inspection	Table 12-1	Annually	Annually	Every 3 Years at Full Flow Test	There is no evidence that annual interior inspection of valves is needed to ensure operability. Water supplies are relatively clean for ORO.
Water Flow Alarm, Test	Table 12-1	Quarterly	Quarterly	Semiannual	ORO failure rates over a period of 50 years do not justify more frequent testing or the costs that will be incurred. Less frequent testing will minimize discharges to the environment.

Item	NFPA 25 Section (2002 edition)	NFPA 25 Frequency	DOE Frequency	ORO Frequency	Justification
Dry Pipe Valves, Priming Water, Test	Table 12-1	Quarterly	Semiannual	Semiannual	Test the priming water prior to cold weather. Loss of priming water may cause valves to trip but would not cause failure of the valve.
Dry Pipe Valves, Low Air Pressure Alarms, Test	Table 12-1	Quarterly	6 Months	Semiannual	Test during the alarm flow test.
Deluge/Preaction Valves, Priming Water, Test	Table 12-1	Quarterly	6 Months	Annual	Test the priming water prior to cold weather. Loss of priming water may cause valves to trip but would not cause failure of the valve.
Interior Inspection of Check Valves	12.1	5 years		As needed	Failure rates do not justify more frequent testing or the costs that could be incurred.
Smoke Detector Sensitivity Testing	NFPA 72 (2007), Section 10.4.3	Within 1-year for commissioning, then every two years for two cycles, then every 5 years		Annually for fire detection and alarm systems that have inherent sensitivity testing capability. As needed for all others.	Sensitivity range movement is most commonly caused by a dirty detector chamber, which results in an increased sensitivity and an increase in nuisance alarms from the detector.

Item	NFPA 25 Section (2002 editio n)	NFPA 25 Frequency	DOE Frequency	ORO Frequency	Justification
					Trending that shows increased or high nuisance alarm activity for a particular detector or detector system will trigger sensitivity testing or replacement of the detector.
Obstruction Investigation for Sprinkler Systems	Chapter 13	5 years		5% of all systems every 5 years	A common water supply should result in similar conditions within the systems site wide. If adverse conditions are noted during testing, additional inspections may be warranted.

SECTION J, ATTACHMENT K
SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM TARGETS FORM

SECTION J, ATTACHMENT K-

SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM TARGETS FORM

(a) (List offeror name here - includes Single Entity, Joint Venture Partners, Contractor Team Members, etc.)

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage*
N/A	**N/A**	**N/A**	**N/A**
	Subtotal		

(b) Subcontractors

NAICS Code	Description of NAICS Major Group	SDB Dollars ($ Thousands)	Percentage*
238910	Site Preparation Contractors	36,028.9	1.71%
238990	All Other Specialty Trade Contractors	36,028.9	1.71%
541330	Engineering Services	36,028.9	1.71%
541490	Other Specialized Design Services	36,028.9	1.71%
541620	Environmental Consulting Services	36,028.9	1.71%
541690	Other Scientific and Technical Consulting Services	36,028.9	1.71%
561110	Office Administrative Services	36,028.9	1.71%
561320	Temporary Help Services	36,028.9	1.71%
562910	Remediation Services	36,028.9	1.71%
	Subtotal	**$324,260.0**	**1.71%**

(c) Total (A+B)

NAICS Code	Description of NAICS Major Group	SDB Dollars ($ Thousands)	Percentage*
238910	Site Preparation Contractors	36,028.9	1.71%
238990	All Other Specialty Trade Contractors	36,028.9	1.71%
541330	Engineering Services	36,028.9	1.71%
541490	Other Specialized Design Services	36,028.9	1.71%
541620	Environmental Consulting Services	36,028.9	1.71%
541690	Other Scientific and Technical Consulting Services	36,028.9	1.71%
561110	Office Administrative Services	36,028.9	1.71%
561320	Temporary Help Services	36,028.9	1.71%
562910	Remediation Services	36,028.9	1.71%
	Subtotal	**$324,260.0**	**1.71%**

* All percentages shown as a percent of the Total Contract Price of $2,105,585,365 (excludes fee). The $324,260,000 targeted for SDB subcontractors equates to 22% of the total estimated dollar value of all planned

subcontracting, which was distributed equally among the NAICS Codes.

For information purposes, “targets” (as required under this provision) and “goals” (under the Small Business Subcontracting Plan) are differentiated as follows:

	Targets	**Goals**
Applicability	SDB prime contractor $ & % (including JV partners and teaming members) and SDB subcontractors $ & % in NAICS subsectors as determined by the U.S. Department of Commerce	Subcontractor $ & % with Small, HUBZone Small, Small Disadvantaged, and Women-Owned Small, and Service Disabled Veteran Business
Percentages	% of Total Contract Price	% of Total Subcontracting
Reporting	OF 312 at contract completion	Comply with Section H Clause titled, Electronic Subcontracting Reporting System (eSRS)

SECTION J, ATTACHMENT L
GOVERNMENT PROPERTY LIST

Note: This information will be provided under separate cover.

End of Document

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J – LIST OF ATTACHMENTS
TABLE OF CONTENTS

Attach-ment	Title of Attachment	Revision Number	Number of Pages
A	LIST OF REQUIRED COMPLIANCE DOCUMENTS	N/A	
B	REPORTING REQUIREMENTS CHECKLIST	N/A	
C	IMPLEMENTATION PLAN GUIDANCE	N/A	
D	GOVERNMENT-FURNISHED SERVICES AND ITEMS (GFS/I)	N/A	
E	ADVANCED UNDERSTANDING OF HUMAN RESOURCE COSTS	N/A	
F	SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT *(To be provided by Offeror)*	N/A	
G	SMALL BUSINESS SUBCONTRACTING PLAN *(To be provided by Offeror)*	N/A	
H	PERFORMANCE GUARANTEE AGREEMENT *(To be provided by Offeror)*	N/A	
I	WAGE DETERMINATIONS – SERVICE CONTRACT ACT (SCA) AND DAVIS-BACON ACT (DBA)	N/A	
J	FIRE PROTECTION PROGRAM REQUIREMENTS	N/A	
K	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM TARGETS FORM	N/A	
L	GOVERNMENT PROPERTY LIST – To be provided under separate cover.		