

# WASTE TREATMENT & IMMOBILIZATION PLANT CONTRACT

Contract No. DE-AC27-01RV14136

## CONTRACT MANAGEMENT PLAN

Bechtel National, Inc.



U.S. Department of Energy  
OFFICE OF RIVER PROTECTION

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AMD, 509-376-6678

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## LIST OF ACRONYMS AND ABBREVIATIONS

AB	Authorization Basis
AM	Assistant Manager
AMD	Acquisition Management Division
AMENS	Assistant Manager – Engineering and Nuclear Safety
AMESQ	Assistant Manager – Environment, Safety, and Quality
AMWTP	Assistant Manager – Waste Treatment and Immobilization Plant
ANSI	American National Standards Institute
ASPC	Analytical Services Production Contract
BNI	Bechtel National, Inc.
BOF	Balance of plant facilities
CA	Contracting activity
CAO	Contract Administration Office
CCB	Change Control Board
CFR	Code of Federal Regulations
CMP	Contract Management Plan
CO	Contracting Officer
COR	Contracting Officer Representatives
CPAF	Cost-Plus-Award-Fee
CPAR	Contractor Performance Assessment Report
CPARS	Contractor Performance Assessment Report System
CPIF	Cost-Plus-Incentive-Fee
CPOF	Conditional Payment of Fee
CPS	Contractor Performance System
CY	Calendar Year
DCAA	Defense Contract Audit Agency
DNFSB	Defense Nuclear Facilities Safety Board
DOE	U.S. Department of Energy
DOE-HQ	U.S. Department of Energy Headquarters
DST	Double-shell tanks
EAC	Estimate at Completion
EFT	Effluent Treatment Facility
EIA	Electronic Industries Alliance
EM	Environmental management
EMMAB	Environmental Management Acquisition Advisory Board
EPCC	Engineering, Procurement, Construction, and Commissioning
ES&H	Environmental, safety, and health
ESPC	Energy Savings Performance Contract
ESQ&H	Environmental, safety, quality, and health
ESSAB	Energy Systems Acquisition Advisory Board
EVMS	Earned-value management system
FAR	Federal Acquisition Regulation
FDO	Fee Determining Official

FPD	Federal Project Directors
FRAM	Functions, Responsibilities, and Authorities Manual
FSO	Field site office
GFS/I	Government-furnished services/information
HAB	Hanford Advisory Board
HCA	Head of Contracting Activity
HFFACO	Hanford Federal Facility Agreement and Consent Order
HLW	High-level waste
HPAV	Hydrogen in Piping and Ancillary Vessels
HQ	U.S. Department of Energy Headquarters
IDMS	Integrated Data Management System
IGCE	Independent Government Cost Estimate
IHLW	Immobilized high-level waste
IPABS	Integrated Planning, Accountability, and Budgeting System
IPT	Integrated project team
IR/HR	Industrial Relations/Human Resources
LAB	Laboratory
LAW	Low-activity waste (facility)
LBL	LAB, BOF, and LAW
MAR	Materials-at-risk
MSC	Mission Support Contract
NAVSEA	Naval Sea Systems Command
NIH	National Institute of Health
NTE	Not-To-Exceed
OECM	DOE HQ Office of Engineering and Construction Management
OMB	Office of Management and Budget
OPA	Office of Project Administration
ORP	Office of River Protection
PARS	Project Assessment and Reporting System
PBI	Performance-based incentives
PD	Procurement Director
PEMP	Performance Evaluation and Measurement Plan
PFP	Plutonium Finishing Plant
PMT	Project Management Team
PNNL	Pacific Northwest National Laboratory
PNSO	Pacific Northwest Site Office
PPIRS	Past Performance Information Retrieval System
PRC	Plateau Remediation Contract
PT	Pretreatment (facility)
RCCC	River Corridor Closure Contract
REA	Request(s) for equitable adjustment
RCR	Review Comment Records
RL	Richland Operations Office
RPP	River Protection Project

SF	Standard Form
SOW	Statement of work
TOC	Tank Operations Contract
TPC	Total Project Cost
UCA	Un-definitized Contract Action
WCD	WTP Construction Oversight and Assurance Division
WTP	Waste Treatment and Immobilization Plant

## **CONTRACT MANAGEMENT PLAN FOR THE WASTE TREATMENT PLANT CONTRACT**

### **1.0 PURPOSE OF PLAN**

The purpose of this Contract Management Plan (CMP) is to provide guidance to Office of River Protection (ORP) employees involved with the management and administration of the Contract. Such guidance should be a useful tool to help the Department of Energy (DOE) ensure that Bechtel National, Inc. (BNI) and ORP comply with all terms and conditions that govern the Contract. This CMP was developed with the guiding principles that it:

- Shall be a useful tool for administering the Contract
- Shall be an executive summary of the roles and responsibilities of the contracting parties
- Shall identify who is responsible for various contract administration activities
- Shall be flexible and adapt to changing circumstances

This CMP does not include every action that ORP must take to make the Contract successful. Instead it summarizes the higher-level requirements, deliverables, and tasks necessary and describes the overall process with which the tasks are performed.

It describes the various contract management processes and how they fit together, but does not contain all of the step-by-step details of those processes. Familiarization with this CMP and its related links is vital to all ORP employees involved in contract management and each staff member involved in overseeing the Waste Treatment and Immobilization Plant (WTP) is required to read the [WTP](#).

#### Disclaimer

This CMP is intended solely to provide guidance to Government employees and should not be construed to create any rights or obligations on the part of any person or entity, including the Contractor and its employees. It is not intended to be either prescriptive or inclusive of all actions necessary to support and/or administer the Contract.

### **2.0 CONTRACT SUMMARY AND BACKGROUND OF THE SCOPE OF WORK**

The Hanford Site is located along the Columbia River in southeastern Washington State. The site covers 586-square-miles and consists of a plutonium production complex with nine nuclear reactors and associated processing facilities. Hanford played a pivotal role in the nation's defense for more than 40 years, beginning in the 1940s with the Manhattan Project. Today, under the direction of DOE, Hanford is engaged in the

world's largest environmental cleanup project, with a number of overlapping technical, political, regulatory, financial, and cultural issues.

DOE has two Federal offices at Hanford whose mission is environmental cleanup: The Richland Operations Office (RL) and ORP. RL is responsible for nuclear waste and facility cleanup and overall management of the Hanford Site. RL's mission is to restore the Columbia River corridor and transition the Hanford central plateau. ORP is responsible for cleanup of Hanford Site tank waste. ORP's mission is to retrieve and treat Hanford's tank waste and close the tank farms to protect the Columbia River. Each office oversees separate contracts held by private companies. For purposes of this Contract, the land, facilities, property, projects, and work performed and overseen by RL and ORP constitute the "Hanford Site."

The purpose of this Contract is the design, construction, and commissioning of a vitrification facility that will convert radioactive tank wastes into glass logs for long-term storage. The WTP is being constructed on the Hanford Site's central plateau. WTP is responsible for remediation of the Hanford tank waste. Hanford tank waste consists of approximately 190 million curies in 53 million gallons of highly radioactive and mixed hazardous waste stored in underground storage tanks at the Hanford Site. The tank waste includes solids (sludge), liquids (supernatant), and salt cake (dried salts that will dissolve in water forming supernatant). The tank waste will be remediated through treatment and immobilization to protect the environment and meet regulatory requirements. Remediation of the waste is to:

- Pretreat the waste to separate it into two fractions, Low-Activity Waste (LAW) and High-Level Waste (HLW);
- Immobilize the LAW for on-site disposal; and
- Immobilize the HLW for ultimate disposal in the national repository.

In addition to the WTP, ORP manages the following major contracts:

- Analytical Services Production Contract (ASPC) provides analysis of highly radioactive samples in support of Hanford Site projects. These services are performed in the 222-S Laboratory complex located in the 200 Area of the Hanford Site.
- Tank Operation Contract (TOC) is to furnish safe, compliant, cost effective, and energy efficient services to further the ORP mission to store, retrieve and treat Hanford tank waste, store and dispose of treated waste, and to close the tank farm waste management areas to protect the Columbia River.

The following contracts are managed by RL:



- Energy Savings Performance Contract (ESPC) includes steam service to support heating and other operations at 200 Area facilities. The contract may include energy conservation measures, such as upgrading lighting systems, pumping systems, automation systems, heating, ventilation, and air conditioning system; and adding utility monitoring and control systems.
- Hanford Site Occupational Medical Services Contract provides occupational health services to personnel at Hanford, including medical monitoring and qualification examinations, human reliability testing, and records management.
- Mission Support Contract (MSC), when awarded, will provide RL, ORP, and their contractors with the infrastructure and site services necessary to accomplish the site mission.
- River Corridor Closure Contract (RCCC) includes closing the Hanford Site river corridor through deactivation, decontamination, decommissioning, and demolishing excess facilities; placing former production reactors in an interim safe and stable condition; remediating waste sites and burial grounds; and transitioning the river corridor to long-term stewardship.
- Plateau Remediation Contract (PRC) will continue the environmental cleanup of selected portions of the Hanford Site to include completion of the Plutonium Finishing Plant (PFP) project; non-tank farm waste disposal activities; groundwater monitoring and remediation; facility and waste site characterization, surveillance and maintenance, regulatory document preparation, and remediation. The contract also includes options to remediate facilities and waste sites.

Another DOE office – the Pacific Northwest Site Office (PNSO), a component of the DOE Office of Science – oversees the science and technology mission operated by the contractor-operated Pacific Northwest National Laboratory (PNNL). PNNL is an Office of Science multi-program laboratory that conducts research and development activities, including technology programs related to the Hanford cleanup mission.

The detailed workscope for this Contract includes:

- Facility and Process Design: The Contractor is required to prepare all design documents and required supporting information; ensure that the facility is designed to meet all requirements, and that these requirements are captured in a single location to achieve a systematic approach to design; design the WTP (Pretreatment, HLW Vitrification, LAW Vitrification, Analytical Laboratory and balance of plant facilities) consistent with the functional requirements described in Section C; perform optimization; and conduct periodic design, constructability,

and operability reviews to status the design activities, and resolve design oversight comments from DOE.

- Construction Management and Procurement: The Contractor is required to plan and execute all construction, procurement, and acceptance testing. Specific requirements are to provide a Construction, Procurement, and Acceptance Testing Plan; identify all long-lead procurement actions and describe the contracting approach and method of performance; procure all required material and equipment; prepare bid and work packages; manage or perform all required construction; and manage the construction site and provide all required construction support services.
- Acceptance Testing: The Contractor is required to provide integrated construction acceptance test plans and procedures for DOE concurrence.
- Facility Commissioning: The Contractor is required to commission, demonstrate operational performance, and transition the WTP to the future operations contractor(s).

### **3.0 IDENTIFICATION OF KEY CONTRACT MANAGEMENT TEAM MEMBERS, INCLUDING AUTHORITIES AND LIMITATIONS**

ORP Contract Administration Office (CAO) is responsible for the management and administration of the WTP. The WTP CMT is the group within the CAO that has the primary responsibility for assuring that the Contractor delivers the products and services necessary to support successful program element completion. The CMT will involve other personnel and/or subject matter experts, as necessary.

The CMT consists of:

- Contracting Officer (CO): ORP Acquisition Management Division (AMD)
- Contracting Officer Representatives (CORs):
  - ORP Manager; Assistant Manager, Waste Treatment and Immobilization Plant Project (WTP), FPD Level 4
  - Pre-Treatment Facility, FPD Level 3
  - High-Level Waste Facility, FPD Level 2
  - LAW, BOF, LAB, FPD Level 2
- Legal Counsel/Litigation COR: RL/ORP Office of Chief Counsel

- Accounting/Finance: ORP Project Administration
- Industrial Relations/Human Resources (IR/HR): RL Industrial Relations Team
- Organizational Property Management Officer: ORP AMD
- Certified Reality Specialist: RL Site Infrastructure, Services, and Information Management

The following includes the roles, responsibilities, authorities, and limitations for the CMT members:

### **3.1 Contracting Officer**

Contracts may **only** be entered into and signed on behalf of the Government by a warranted CO. The CO has the responsibility and authority to administer the Contract and make related determinations and findings. Pursuant to clause H.2, Modification Authority, only the CO is authorized to accept non-conforming work, waive any requirement of the Contract, or modify any term or condition of the Contract.

### **3.2 Contracting Officer Representative**

The COR's responsibilities' include providing technical direction to the Contractor within the scope of his/her delegated authority and also to assist the contracting officer in performing contract management, performance oversight, and contract administration activities with support from appropriate field site office (FSO) management and staff. The COR is responsible for providing technical direction to the Contractor in accordance with clause H.1 *Technical Direction*. All COR correspondence will be permanently stored, traceable, and retrievable through the electronic project records IDMS. The CO issues a written designation letter to the COR that specifies the extent of the COR's authority to act on behalf of the CO.

### **3.3 Legal Counsel/Litigation COR**

The legal counsel/litigation COR has primary responsibility for providing technical direction related to the area of litigation management and legal policy.

Legal counsel shall advise the Contracting Officer on applicable contract administration tasks, as follows:

- Contract Modifications (except funding and other non-complex modifications – e.g., key personnel changes, administrative changes, etc.)

- Contract administration issues that involve legal matters – e.g., contract interpretation, contract law, requests for equitable adjustment, change orders, claims, property matters, labor law issues, etc.
- Other issues as determined necessary by the Contracting Officer.

### **3.4 Accounting/Finance**

The Office of Project Administration (OPA) is responsible for:

- Ensuring that Contractor's accounting system maintains a job order costing system and a billing system that ensures that costs are accumulated and allocated properly;
- Executing procedures, policies, and programs related to budgeting, accounting, financial review, audit, and financial analysis activities;
- Coordinating with the Contractor and ORP line organizations for budget preparation and tracking;
- Providing funds control for all ORP funds; and
- Analyzing baseline planned costs vs. monthly actuals to monitor burn rate.

### **3.5 Industrial Relations/Human Resources**

The Contractor Industrial Relations Team provides the following support to ORP: (1) Administers the RL/ORP workforce restructuring program; (2) monitors Hanford labor relations programs and reviews/coordinates economic bargaining parameters; (3) serves as a member of the Labor Standards Board for review and approval of plant force work reviews; (4) oversees and approves the RL/ORP prime contractors' personnel appendices; (5) oversees the third-party administration of Hanford contractors' workers' compensation claims; (6) provides lead oversight of the Rocky Flats Closure workers' compensation claims and settlements; (7) provides lead oversight of the pension and benefits plans for Hanford Site contractors; and (8) provides lead oversight of identified DOE Closure Site legacy pension and benefits plans. Some of these listed IR functions are not applicable to the WTP Contract since DOE Order 350.1 *Contractor Human Resource Management Programs* is primarily applicable only to site facility management contracts.

### **3.6 Organizational Property Management Officer**

DOE approved BNI's Property Control System on November 21, 2002. Property records are maintained in accordance with FAR 45.505 and BNI Procedures 24590-WTP-GPP-GPA-025 (Control of Government Property) and 24590-WTP-GPP-GCB-00100 (Field Materials Management). Personal property management responsibilities are functionally shared between BNI Property Management (non-plant equipment and materials) and BNI Material Management (Plant equipment and materials). Property Management exercises primary oversight and policy responsibility over the personal property management function. Requirements for management of sensitive/high risk property are primarily established in BNI Procedure 24590-WTP-GPP-GPA-025 and through ancillary procedures such as BNI Procedure 24590-WTP-GPP-CON-2101 (Security Instructions and Requirements for WTP Construction Site (e.g., controlled article and property removal passes)).

Federal oversight of the BNI property management functions is performed under a written delegation from the Contracting Officer to a Property Administrator to ensure that contracts involving personal property contain the applicable property contract clause and that contractor personal property management systems are reviewed, appraised, and approved. The specific requirements of DOE Order 580.1 and DOE Property Management Regulation 41 CFR Part 109 have not been incorporated into the BNI Contract.

### **3.7 Certified Realty Specialist**

The DOE-RL Certified Realty Specialist provides the review and internal approvals required to acquire, lease, manage, and dispose of real property. He/she provides all approvals and recommendations to the WTP CO. Applicable regulation and guidance includes:

- 41 CFR, Chapters 101 and 102, *Federal Property Management Regulations*
- Contract Clause DEAR 952.217-70 *Acquisition of Real Property*
- DOE Order 430.1B *Real Property Asset Management*
- DOE Real Estate Process—Desk Guide for Real Estate Personnel, June 2001
- DOE Policy 580.1, *Management Policy for Planning, Programming, Budgeting, Operation, Maintenance and Disposal of Real Property*

In accordance DEAR 952.217-70 *Acquisition of Real Property*, only the CO can provide approval of real estate actions to the Contractor.

### **3.8 Other FSO Staff and FSO Communications**

All other FSO staff shall support and assist the WTP COR's and CO as specifically designated and/or as defined in employee Position Descriptions, FSO processes and procedures, and as stated herein.

The FSO Manager holds weekly staff meetings to enhance office coordination, problem resolution and communication. In addition, the Project Team and the ESQ&H Team have weekly team meetings to discuss issues specifically related to their functional area and to ensure proper integration within the teams. The CO will attend the Project Team meetings and attend the ES&HQ Team meetings as required.

Numerous ad hoc meetings/discussions occur daily as required amongst FSO staff to discuss and resolve cross-cutting issues.

The FSO regular meetings, ad hoc meetings, established relationships, etc. are used to effectively identify, analyze and resolve contract management issues and challenges.

### **4.0 CONTRACT MANAGEMENT TEAM COORDINATION**

Successful management and administration of the WTP by the CMT requires the coordinated efforts of a variety of ORP, RL, and DOE Headquarters (HQ) personnel. Personnel include, but are not limited to, the ORP Manager and senior staff, technical support staff, subject matter experts, and other Hanford Site CMTs. It is the CMT's responsibility to involve these personnel, as necessary, for contract administration. This CMP delineates the roles and responsibilities of these team members and describes their interaction on key contract administration duties in accordance with the [ORP Safety Management Functions, Responsibilities, and Authorities Manual \(FRAM\)](#).

#### **4.1 Manager, Office of River Protection**

The ORP Manager provides the environmental management (EM) onsite presence and is responsible for implementing DOE-HQ policy and direction. The ORP Manager has line-management authority and responsibility to integrate administrative and operations requirements into program missions. These responsibilities include, but are not limited to, the following: (1) Establish and communicate expectations; integrate DOE requirements; and through their duties as a designated COR, provide feedback to the Contractor; (2) serve as the Fee Determining Official (FDO) (3) monitor overall operations, review work and coordinate activities related to assigned programs and projects; (4) maintain and protect Federal assets; and (5) manage ORP staff and administrative systems to assure effective operations.

## 4.2 ORP Integrated Project Teams, Technical Support Staff, and Subject Matter Experts

The WTP CMT relies on input from, technical support staff, facility representatives, and subject matter experts from other ORP organizations to assure that the Contractor delivers the products and services that help meet program objectives as defined in the statement of work (SOW). These individuals support the CMT and are not authorized to perform any function that results in/or appears to change the scope, price, terms, or conditions of the Contract.

## 4.3 Other Contract Administration Parties

The WTP CMT will work in coordination with other CMTs in both ORP and RL to ensure coordinated contract administration practices are followed across the Hanford Site along with the Defense Contract Audit Agency (DCAA). These organizations provide industrial relations and contract audit functions.

- The RL office provides industrial relations, labor management, and contractor human resources management guidance and advice to the ORP Contracting Officer. The Contractor's Director, Human Resources is the representative for these issues.
- DCAA under the authority, direction, and control of the Under Secretary of Defense (Comptroller), is responsible for performing contract audits for DOE, and providing accounting and financial advisory services regarding contracts and subcontracts for ORP contract administration activities. These services are provided in connection with negotiation, administration, and settlement of contracts and subcontracts.

## 5.0 CONTRACT IDENTIFICATION

Contractor Name:	Bechtel National, INC.
Contract Number:	DE-AC27-01RV14136
Contract Title:	Waste Treatment and Immobilization Plant
Performance Period:	December 10, 1999 through August 15, 2019.
Total Contract Value:	Total estimated Contract price is \$11,066,498,000
Contract Type:	Cost-plus-award-fee with performance-based incentives (PBI)
Contractor Key Personnel:	Listed in Contract Clause <a href="#">H.3 Key Personnel</a>

## 6.0 CONTRACT MANAGEMENT PROCESSES

### 6.1 Contract Communication Protocol

#### 6.1.1 Formal Communications with the Contractor

All formal direction to the Contractor is issued by the CO or the COR within their designated authority. Such direction should be in writing, but may be provided orally in

meetings, briefings, phone, or video conferencing. A written record of direction should be created for such oral directions. All formal written correspondence to the Contractor should include the contract number within the subject line. Correspondence will include the following statement, where applicable: "The Government considers this action to be within the scope of the existing Contract, and therefore the action does not involve or authorize any delay in delivery or additional cost to the Government, either direct or indirect."

The following caveat should be included within the body of correspondence issued by CORs: "This letter is not considered to constitute a change to the Contract. In the event the Contractor disagrees with this interpretation, it must immediately notify the Contracting Officer orally, and otherwise comply with the requirements of the Contract clause entitled 52.243-7 Notification of Changes."

The CO and a representative of AMWTP must be on concurrence of **all** correspondence to the Contractor and receive a final copy when issued. Only the CO has the authority to interpret the Contract terms and conditions or make changes to the Contract.

To ensure correspondence control, all formal correspondence should be addressed to the Contractor's local principal executive, and cite the Contract number and applicable Contract provision and/or government-furnished services/information (GFS/I) item number in the letter's subject line. Formal communication from the Contractor should follow a formal Contract correspondence tracking system with commitments appropriately assigned and tracked for timely completion.

#### 6.1.2 Informal Communications with the Contractor

Informal communications can occur between an ORP employee and any Contractor employee. This type of communication is non-binding for both the Government and the Contractor and does not constitute Contract direction (i.e., formal communication). Informal communication can take the form of electronic mail, retrievable databases, telephone, facsimile, presentations, meetings, and other means.

Informal communications between ORP and Contractor staff are needed for proper oversight coordination. This communication should be constructive in nature. Avoid requesting information obtainable by other means. In their informal communications, ORP employees need to avoid the impression that the communications are formal. Particularly, when COs or CORs are engaging in informal communications, they must be careful to identify those communications as non-binding. CORs should inform the Contractor as to whether or not the communications or portions thereof are formal or informal.

#### 6.1.3 Non-ORP Communications

The Contractor will be required to communicate with other than ORP staff in conjunction with its responsibilities and work scope. The following parties most likely to be involved



are DOE-HQ; other federal agencies and offices, including the Environmental Protection Agency, Government Accounting Office, and the Defense Nuclear Facilities Safety Board (DNFSB); other Hanford contractors; Hanford Advisory Board (HAB); state agencies and officials, including the Washington State Departments of Ecology and Health; tribal nations; and the general public. Because these entities exist outside the contractual relationship between the Contractor and ORP, their communications to the Contractor may not be construed as contractual direction to change the scope or terms and conditions of the Contract. It is expected, however, that these “stakeholder” communications will be coordinated and/or monitored by the CO, COR, or responsible IPT participant.

## **6.2 Government-Furnished Services/Information Review Process**

Review of requests for GFS/I will be accomplished in accordance with Typical GFS/I include ORP approval of Contractor submittals, such as authorization bases and regulatory decision documents and reports; and approval of management products and controls deliverables.

### **6.2.1 Contract Deliverables**

Various deliverables are required during Contract performance. Contract table [C.5, Description of Contract Requirements and Deliverables](#), and table C.5-1.1, Deliverables, denotes the Item No., Deliverable Reference, Action Required, DOE Action Party, Point of Delivery, and Contract Due Date for each deliverable. Appendix A to this CMP shows Contract deliverables by date and year and Assistance Manager lead and support responsibilities for review of these documents. Specific types of ORP action are defined as:

- **Approval** – The deliverable shall be provided to the cognizant DOE COR for review and approval. DOE will review the deliverable and provide comments in writing. Comments will be discussed through the partnering process and the Contractor is required to provide written responses using Review Comment Records. Documents shall be re-written to incorporate all DOE mandatory comments. Once a deliverable or document has been approved by DOE, it shall be placed under change control and no changes to that document shall be made without DOE approval. All documents and deliverables that previously had a “K” designation and that were concurred upon by DOE COR shall be deemed “approved” by DOE.
- **Review and Comment** – The deliverable shall be provided to cognizant DOE COR for review and comment. DOE will have the option for reviewing the information and providing comment. The Contractor shall respond to all written comments in Review Comment Records (RCR) form. DOE comments that cannot be resolved in the appropriate partnering team shall be elevated to the Project Management Team (PMT) for resolution.

- Information – The deliverable shall be provided for information purposes only. DOE will have the option of reviewing the information and providing comments to the Contractor. Such comments do not require resolution under the Contract.
- Jointly Developed, Review and Comment – The Interface Control Documents shall be jointly developed with DOE, the Tank Operations Contractor, and Hanford Site contractors. The deliverables shall be provided to DOE for review and comment. DOE will have the option for reviewing the information and providing comment. The Contractor shall respond to all written comments. DOE comments that cannot be resolved in the appropriate partnering team shall be elevated to the senior management for resolution.
- Monitor – The deliverables shall be developed with input from the DOE COR. The DOE COR will be highly involved as the deliverable is developed, and will monitor the progress of the deliverable. DOE COR comments shall be discussed in the partnering teams as the deliverable develops. If DOE COR direction is determined to be appropriate, the DOE COR shall provide such direction in writing.
- Product Acceptance – As defined in Specification 13 of Section C.
- Regulatory Deliverable Approval — Will be performed in accordance with Standard 7, *Environment, Safety, Quality, and Health*.

**[See attachment A for a complete listing of Contract deliverables]**

#### 6.2.2 Deliverables Review Time Frames

ORP actions will be accomplished in accordance with the time frames listed in [Section C.5 \(g\)](#). Unless otherwise stated in Table C.5-1.1, DOE will provide written comments to the Contractor within 30 days of receipt of the deliverables identified in Section C, Statement of Work. If requested in writing by the COR, the Contractor shall address all DOE mandatory comments and resubmit the deliverable within 30 days after receipt of DOE comments. Where necessary, separate deliverable review plans will be developed for a particular deliverable. AM review responsibilities are provided in Attachment A to this plan. The time frame for ORP action will not begin (the clock will not start to run) until an acceptable item is received by the appropriate ORP personnel. For those items that have already been rejected, the time frame for ORP action will begin again (clock will restart at 0) upon receipt of the re-submittal. For partially rejected items, review of the acceptable portion(s) of the submittal will continue pending the receipt of necessary revisions or corrections. However, for purposes of Contract time frames, the clock will not restart until all necessary revisions and corrections are received.

The only way in which a specific deliverable can be modified is through a CO letter or formal Contract modification. As with other contracting changes, only those changes agreed to in writing by the CO are binding.

### **6.3 Method for Monitoring Performance-Based Objectives**

Various ORP organizational elements have contract management responsibilities and ownership for actions associated with this Contract. The [ORP FRAM](#) establishes these key responsibilities.

Monitoring of performance-based objectives and performance-based acquisition quality assurance surveillance requirements are met through the following:

- WTP Quality Assurance Surveillance Plan (QASP)
- PEMP
- [Section C, Standard 1, Management Products and Controls](#)
- ORP Management System processes:
  - ✓ ESQ-OA-DI-01 QA Assessment and Surveillance Program 12/22/08
  - ✓ ESQ-OA-IP-01 Integrated Assessment Program 01/21/09
  - ✓ AMD-AAM-DI-10 Small Business Program and Socioeconomic Reporting 02/27/09
  - ✓ AMD-AAM-IP-02 Contractor Performance Information (Far 42.15) 06/19/08
  - ✓ AMD-AAM-IP-13 Contract/Subcontract Review Requirements 01/06/09
  - ✓ OPA-PA-IP-01 Review Of BNI Semimonthly Invoices 09/29/08
  - ✓ OPA-PA-IP-07 Financial Contractor Oversight 01/29/09
  - ✓ AMD-CE-IP-XX Incentive Administration for WTP Award Fee
  - ✓ AMD-CE-IP-XX Incentive Administration for WTP Activity Milestone Completion Incentive Fee

### **6.4 Project Management Activities**

The WTP FPDs are responsible for the overall project management oversight for the WTP in accordance with the roles, responsibilities, authorities, and accountabilities defined within DOE O 413.3A, Project Management for the Acquisition of Capital Assets. The WTP FPDs use the IPT approach for the acquisition of capital assets.

An IPT is an essential element of DOE's acquisition process and will be utilized during all phases of the project life cycle. An IPT is a team of professionals representing diverse disciplines with the specific knowledge, skills, and abilities necessary to support the successful execution of projects. The processes and purposes of the IPT and its sub-teams are described in detail in its Team Charter (document No. 09-WTP-041 on file in IDMS). The IPT meets on a regular schedule, usually monthly.

Each project IPT is a formal team, with a FPD serving as the team leader. IPT membership is comprised of representatives from all the business and technical disciplines; such as, legal, financial, contracting, safety, quality, facility representatives, acceptance inspectors, fire protection, engineering, environmental health, and others necessary for successful execution of the project. The CMT will be integrated into the individual project IPTs as membership on the CMT and project IPTs overlap.

The WTP Contract contains the requirements of DOE O 413.3A, Program and Project Management for Acquisition of Capital Assets. ORP staff ensures that program and project management requirements are integrated into the Contractor's management systems. Project management tools currently contained in DOE O 413.3A provide excellent means to ensure that DOE contracts and projects are properly managed. Integral to the effective management of the Contract under the requirements of DOE O 413.3A is the monitoring of schedule and cost performance through an earned-value management system (EVMS). As with several Contractor management systems, ORP has defined expectations for a formal project management system and can accurately measure performance. Through ORP oversight/surveillance and external reviews, ORP ensures that the Contractor's performance in this area is effective and efficient, that issues requiring resolution are identified, and that the system is meeting its intended purpose.

The AMWTP is the head of the WTP Primary IPT. Subproject FPDs are assigned to each major facility component (subproject) of the WTP Project. Each FPD is the head of a facility-specific IPT. FPDs oversee and manage the execution of their specific subproject and serve as the single point of contact between federal and corresponding Contractor staff for all matters relating to their assigned facility project.

There are five subprojects for the WTP: PT Facility, HLW Facility, LAW Facility, LAB, and BOF. These five subprojects will be managed by three FPDs as follows:

- FPD #1 – PT Facility
- FPD #2 – HLW Facility
- FPD #3 – LAW Facility, BOF, and LAB (or LBL)

The role of the FPDs and the IPTs is to develop the overall project strategy; establish requirements and performance expectations; manage the technical aspects of the Contract, monitor and assess performance; and proactively anticipate and resolve

issues that impact project success. While the overall project is executed under the direction of Federal staff, the Contractor manages daily execution.

#### 6.4.1 Support Organizations

Several ORP staff organizations provide key support to WTP contract management processes:

Assistant Manager for Environment, Safety, and Quality (AMESQ) – The AMESQ reports to the ORP Manager and has the responsibility for (i) identifying and interpreting Environmental Safety, Health and Quality (ESH&Q) requirements; (ii) developing ESH&Q policies and procedures; (iii) ensuring River Protection Project (RPP) work is performed safely and efficiently and in compliance with applicable ESH&Q requirements, laws, standards, regulations, and permits to protect the environment, workers, and the public; and (iv) ensuring facility-level implementation of ISMS, industrial safety, chemical safety, industrial hygiene, and construction safety.

Assistant Manager for Engineering and Nuclear Safety (AMENS) – The AMENS reports to the ORP Manager and has the responsibility for WTP design and engineering processes, system assessment, safety systems, support to research and technology activities, and the process flow diagram.

#### 6.4.2 Baseline Management and Control

The WTP is being designed and built to perform specific functions that must be reflected in the facility design in order to meet its goal of immobilizing Hanford Site tank wastes in preparation for final disposal. The specific functions that the WTP must perform along with the associated cost and the schedule form the performance baseline.

The AMWTP is responsible for baseline development, execution, performance measurement, and reporting in accordance with DOE O 413.3A. Additional reporting requirements to DOE-EM are included in the IPABS. The project control system is a management tool that integrates technical scope, schedule, and cost elements to provide discipline in planning, performance measurement, reporting, and control. Baseline development and performance monitoring is an essential ORP management responsibility to ensure federal and contractor project execution is successful in meeting or exceeding project goals and objectives. Planning, performance measurement, and reporting supports ORP project management to do the following:

- Manage and control work execution against the integrated technical scope, schedule, and cost baseline
- Assess the results of work and safety activities compared to plans and standards
- Develop corrective actions to mitigate identified risk, trends, issues and concerns
- Improve performance at all project levels.

The BNI Project Control System Description (Contract Deliverable C.1.3) provides the detailed description of the integrated systems used for BNI's planning, performance measurement, reporting, and control of the project. The key product of this integrated project control system is Contract Deliverable 1.7, the BNI Monthly Performance Report and supporting analysis and performance data, which is submitted to ORP on a monthly basis. This submittal forms the basis for ORP's assessment of cost and schedule performance. The format and content of this document are specified by Contract Standard 1.

On December 22, 2006, DOE approved a new performance baseline for the WTP Project, in accordance with DOE O 413.3A. This new performance baseline is based upon a May 2006 Estimate At Completion (EAC) that BNI provided to DOE; recommendations from the U.S. Army Corps of Engineers independent validation review; an external independent review of the baseline change proposal; and the recommendation of DOE's Office of Engineering and Construction Management (OECM). The Total Project Cost (TPC) for the WTP Project has increased from \$5.781 billion to \$12.263 billion, and the expected Contract completion date has been extended from July 2011 to November 2019. In addition to the TPC of \$12.263 billion, the May 2006 EAC also addressed "Unknown Unknown" risks. These risks, while not specific, had a basis from historical considerations of pioneer process plants, and the potential for \$700 million in increased costs was assumed. The December 2006 Performance Baseline assumes a funding level of \$690 million for FY 2007 and each of the out years.

#### 6.4.3 Performance Baseline Definition and Control

The performance baseline is documented in the *Project Data Sheet and the OMB Exhibit 300* during the budget submission process. The performance baseline is also entered into PARS. The documented performance baseline threshold parameters comprise the official performance baseline. The thresholds are the minimum parameters against which the project's performance is measured when complete.

#### 6.4.4 Performance Baseline Change Control

ORP's baseline change process for the WTP is defined in ORP M 413.3-1a, *WTP Baseline Change Control*. This document provides requirements and the process for executing changes to the WTP technical, schedule, or cost baselines. Performance baseline change approvals for the WTP shall be accomplished consistent with DOE O 413.3A.

#### 6.4.5 Contingency Management

The TPC provides for \$1.014 billion in Government contingency exclusive of fee for Contract changes under the Changes clause in the Contract. The BNI Change Control Program is used to capture areas of cost or schedule change. ORP monitors the BNI Change Control Board (CCB) process. Changes that are within the scope of the Contract and result in an impact to cost and schedule will require submission of a

request for equitable adjustment (REA) in accordance with the Changes clause in the Contract. The ORP CCB makes recommendations for approval or disapproval of the REA to the appropriate approval authority at Level 0, 1, and 2. Final approval authority is shown in the table below.

### Baseline and Contract Change Approval Thresholds

PERFORMANCE BASELINE APPROVALS					CONTRACTOR CONTRACT CHANGE AUTHORITY		
Approval Authority	Change Control Review Board	Technical	Schedule	Cost	Approval Authority	Schedule	Cost
Deputy Secretary for Energy	Energy Systems Acquisition Advisory Board (ESAAB)	Any change to the WTP key performance parameters.	Any change to the WTP project completion date.		Senior Procurement Executive (SPE)	Any change impacting contract end date.	Over \$50M contract change
		Changes within contract scope that may have major affects on the operations of the WTP as a whole, but do not affect the mission need.	Six months or over increase in facility milestone date, if there is no impact on WTP project completion date.	Any single change within contract scope exceeding \$100M with no increase in the TPC.			
Program Secretarial Officer (EM-1)	Environmental Management Acquisition Advisory Board (EMAAB)	Changes within contract scope that may have major affects on individual process facility operations, but do not affect mission need.	Three to six months increase in facility milestone date, if there is no impact on WTP project completion date.	Any single change greater than \$50M, but less than \$100M with no increase in the TPC.	Head of Contracting Activities (HCA)		\$25M - \$50M contract change
AMWTP	ORP-CCB	Changes within contract scope but do not affect mission need.	Up to three months in facility milestones, if there is no impact on WTP project completion date.	Any single change up to \$50M. Note 1 or 2 changes, or DOE Contingency changes requiring DOE approval.	Contracting Officer (CO)	No change to contract end date	Under \$25M contract change
Contractor	Contractor CCB	Changes not impacting contract requirements or needing prior configuration management change approval.	Schedule changes within contract scope not impacting facility completion milestones.*	Changes within Management Reserve.	No Authority to change contract		

\* Management Reserve changes requiring DOE approval:

1. Baseline changes generated to convert project variances to budget, effectively reconciling a variance to enable improved manageability.
2. Baseline changes generated to support the cost and schedule impacts from an REA. These changes (for REAs) will change the total estimated contract cost and may become the basis for earning additional fee through the contract change process.

The flexibility to transfer funds between subprojects will be based on the limitations provided with each Congressional appropriation. Beginning in FY 2006, funds were appropriated at the subproject level, and transfers by DOE are limited to \$5 million between subprojects. Since transfers between subprojects require Congressional notifications, the Program Secretarial Officer (EM-1) will approve the transfers by coordinating the notification to Congress.

#### 6.4.6 Performance Measurement, Reporting, and Forecasting

BNI will measure progress through the completion of performance incentives, Contract deliverables, and achievement of Hanford Federal Facility Agreement and Consent Order (HFFACO) milestones. Progress is also measured through the use of an EVMS. On March 4, 2008, the Secretary certified BNI's EVMS as fully compliant with the American National Standards Institute (ANSI)/Electronic Industries Alliance (EIA)-748, Earned Value Management Systems.

BNI provides ORP with a monthly project status report, providing project performance against the established scope, schedule, and cost performance measurement baseline. This report is supported by weekly, bi-weekly, and/or monthly EVMS data, reports, and/or analysis. On a monthly basis, project performance is reported to DOE Headquarters through IPABS/PARS. Daily, weekly, and bi-weekly status reports are provided to EM-1 and EM-2. In addition, a Management Review is provided to EM-1, OECM, and other Headquarters offices.

#### **6.5 Inspection and Acceptance Process (Services)**

Standard 4 of the Contract requires that BNI have a construction, procurement, and acceptance testing program to ensure that the work performed under the Contract conforms to Contract requirements. Inspection, test, and evaluation records are reviewed by the government. To comply with this requirement, BNI developed an integrated construction and acceptance testing program, and provided the program plan to DOE for concurrence, Contract Deliverable 4.4. This program requires appropriate Contractor inspection of facilities as they are constructed, and applicable testing of vendor-provided materials and equipment. BNI will develop a comprehensive commissioning plan, Contract Deliverable 5.1, which will provide for integrated plant testing to confirm that throughput and capacity objectives are met, and that the resulting immobilized waste products meet acceptance criteria.

The AMWTP has established a Construction Oversight and Assurance Division (WCD) consisting of Lead Construction Inspectors, Facility Representatives, and Acceptance Inspectors to perform construction oversight for DOE ORP. WCD staff is assigned to ensure Contract requirements are met and to verify that construction meets safety requirements; drawings and specifications requirements; and Contract Authorization Basis (AB), and Dangerous Waste Permit requirements. WCD staff does not have design change authority nor may they direct BNI in any way that may result in Contract cost or schedule impacts. Significant activities performed by WCD staff are



documented in inspection notes and formally reported to construction management in periodic inspection reports. In addition, as noted in Section 5.0, the AMWTP has assigned facility-specific FPDs, together with Subproject IPTs, who are responsible for following and assessing facility project management performance, and are to be fully aware of applicable design, construction, and operations performance and technical issues. The FPDs evaluate and provide feedback to both ORP and BNI management on the acceptability of proposed resolution of issues and technical approaches in design and construction. They monitor and assess progress and cost associated with design and construction of assigned facilities. They also continuously assess the adequacy of assigned facility design and construction in terms of operability and its ability to meet Contract-required performance within allowed cost and schedule. The FPDs are tasked with keeping the AMWTP well informed of progress, issues, and adequacy of design and construction for their assigned facilities. In addition, they are the prime contact between ORP and the Contractor when communicating assigned facility performance feedback. WTP construction oversight and control is documented in ORP Management Systems Procedure [WTP-OA-DI-02, WCD Construction Oversight](#). Additional DOE inspection and acceptance rights can be found in [Section E](#) of the Contract.

DOE will award a separate contract for WTP operations. The operations statement of work will be developed, approved, and issued in advance to provide sufficient time to select the operating contractor. The subsequent contractor assumes responsibility for the project work scope from the incumbent contractor. During contract startup, post-award conferences will be held and post award documentation will be provided and approved, if necessary, in accordance with contract provisions. Contractor administrative and management systems and plans will be reviewed and approved, as required by the contract.

## **6.6 Invoice Payments for Cost and Fee**

Under [Contract Clause I.19B \[Federal Acquisition Regulation \(FAR\) 52.216-7, Allowable Cost and Payment\]](#), the Contractor is allowed to submit public vouchers for progress payments twice per month (on the first Federal business day on or after the fifth and twenty-second, with the exception of February when the Contractor can submit invoices on the fifth and twenty-first). The amounts claimed should be allowable in accordance with [FAR Subpart 31.2, Contracts with Commercial Organizations](#), and the invoices should provide reasonable and sufficient detail of the claimed cost.

Invoice processing is to be performed bi-weekly in accordance with Clauses [G.4 Billing Instructions](#) and [1.68 FAR 52.232-25, Prompt Payment](#) which requires payment within seven days of submitted an approved invoice. Specific procedures for the Contractors invoice payments are provided in [OPA-PA-IP-01,R0, Review of Bechtel National, Inc. Semimonthly Invoices](#). As outlined in OPA-PA-IP-0, R0, the procedures used will provide reasonable assurance that the Contractor has provided the goods and services being billed in accordance with Contract terms, and that the goods and services are necessary and costs are allowable. The reviews do not need to be completed prior to

the Contractor being paid. All items reviewed should be clearly noted, background or reference material acknowledged, documentation provided, and a determination, using the specified attachments to the procedure or other formal documentation methods. When a cost element is questioned during a review, the burden is placed on the Contractor to demonstrate that the cost was proper, reasonable, and accurate. Sufficient detail of the review must be provided by use of templates, checklists, and other support documentation for external reviewer to understand the invoice and Contract in reference, the level of review, specific examination criteria, and to be able to clearly identify the end state determination of acceptability for payment processing or rejection.

**6.7 Fee Administration**

The DOE objective under this Contract is to receive a completed WTP that meets or exceeds the contractual performance requirements. Incentives are structured to ensure a strong financial motivation for the Contractor to achieve DOE goals for project cost, schedule, and operational performance.

To achieve this objective, the Contract has five incentive fee elements:

<b>Fee Component</b>	<b>Acceptance Criteria Specified In:</b>
Incentive Fee A – Final Fee Determination for Work Prior to Modification No. A143	N/A
Incentive Fee B – Award Fee	Semi-annual PEMP
Incentive Fee C – Milestone and Schedule Incentive Fee	Milestone Definition Sheets
Incentive Fee D – Operational Incentive Fee	Contract Section C
Incentive Fee E – Enhancement Incentive Fee	Contract Section B

**WTP Incentive Fee Structure**

No.	Title	Fee Type	Performance Measure(s)	Fee Administration Terms and Conditions Reference
<b>A</b>	<b>Final Fee Determination for Work Prior to Mod. No. A143</b>	Fixed	Determined by Contracting Officer	Clause B.6, Attachment B-2-A
<b>B</b>	<b>Award Fee:</b>			
B.1	Award Fee - Project Mgmt Incentive	Award	Performance Measures in PEMP	Clause B.7, Atch B-2-B & PEMP
B.2	Award Fee - Cost Incentive	Award	Performance Measures in PEMP	Clause B.7, Atch B-2-B & PEMP
<b>C</b>	<b>Schedule Incentive Fee:</b>			
C.1	Activity Milestone Completion	PBI	Completion of Specified Milestones	Clause B.6, Atch B-2-C & PEMP
C.2	Facility Milestone Completion	PBI	Completion of Specified Milestones	Clause B.6, Atch B-2-C & PEMP
<b>D</b>	<b>Operational Incentive Fee:</b>			
D.1	Cold Commissioning	PBI	Capacity	Clause B.6; Atch B-2-D; Section C, Standard 5, Table C.6-5.1
D.2	Hot Commissioning	PBI	Capacity	Clause B.6, Atch B-2-D; Section C, Standard 5, Table C.6-5.2
<b>E</b>	<b>Enhancement Incentive Fee:</b>			
E.1	Enhanced Plant Capacity	PBI	Plant Capacity Exceeding Treatment Capacity	Clause B.6, Atch B-2-E
E.2	Sodium Reduction	PBI	Metric Tons Sodium Reduced	Clause B.6, Atch B-2-E
E.3	Enhanced Plant Turnover	PBI	Reduced Plant Turnover Period	Clause B.6, Atch B-2-E
E.4	Sustained Production Achievement	PBI	Post-Turnover Operations Capacity	Clause B.6, Atch B-2-E

These incentive fee elements are discussed in summary form below, with specific implementing details in [Contract Section B, SUPPLIES OR SERVICES AND PRICES/COSTS](#) and the WTP PEMP. Each fee incentive element is calculated independently of the others. Contract management processes for each major fee element is described below.

Incentive A – Final Fee Determination for Work Prior to Modification No. A143:  
 The final fee determination for all performance prior to Modification No. A143 is \$102,622,325. It was necessary to finalize the fee earnings at the time of Modification No. A143, which changed the Contract type from Cost-Plus-Incentive-Fee (CPIF) to Cost-Plus-Award-Fee.

Contract Management Requirement(s) for Incentive A – None. This amount has been paid in its entirety prior to Modification No. A143 and no further contract management actions are required.

Incentive B –Award Fee: From Calendar Year (CY) 2009, through and including CY 2019, Award Fee is available for earnings addressing two major performance objectives – B.1 Project Management and B.2 Cost. The award fee periods are six-months in duration.

Contract Management Requirement(s) for Incentive B – Award fee may be earned by achieving Performance Objectives set forth in the semi-annual WTP Performance Evaluation and Measurement Plan (PEMP). Prior to the beginning of each award fee period, the Contracting Officer and Contractor shall enter into negotiation of the requirements to be set forth in the PEMP. In the event the parties fail to agree on the requirements and the evaluation areas, a unilateral determination will be made by the Contracting Officer prior to the beginning of the evaluation period. The PEMP will set forth Performance Objectives, Performance Elements, and Performance Measures for the period. Refer to the

PEMP and AMD Procedure *Award Fee Administration for WTP* for specific detailed processes used to manage and administer award fee.

Incentive Fee C – Schedule Incentive Fee: The Schedule Incentive Fee consists of two elements: C.1 Activity Milestone Completion Incentive and C.2 Facility Milestone Completion Incentive.

Contract Management Requirement(s) for Incentive C.1 – The Contract Section B lists approximately 60 Activity Completion Milestones that are earned and payable upon successful completion. (See [Contract Section B, Attachment B-2-C, INCENTIVE FEE C – SCHEDULE INCENTIVE FEE](#)). Schedule Dates shown therein are only target dates and are based upon Late Finish schedule dates for each activity. These Milestones *are not* time-dependent. The fee will be earned and payable when the Contracting Officer determines the milestone has been completed in accordance with the Activity Milestone Definition Sheets set forth in [PEMP Attachment E](#). These sheets contain: Milestone Definitions, Inclusions, Exclusions, Key Predecessor Activities, and Objective Evidence of Milestone Completion. Refer to AMD Procedure *Activity Milestone Fee Administration for WTP* for specific detailed processes used to manage and administer Activity Milestone Completion Incentive Fee. This Procedure utilizes an Activity Milestone Completion Validation Form to be completed by the Federal Project Director and approved by the CO validating and verifying that all Inclusion, Key Predecessor Activity, and Objective Evidence of Completion requirements were met.

Contract Management Requirement(s) for Incentive C.2 – The Contract Section B lists eight Facility Completion Milestones that are earned and payable upon successful completion. (See [Contract Section B, Attachment B-2-C INCENTIVE FEE C – SCHEDULE INCENTIVE FEE](#)). Schedule Dates shown therein are based upon Late Finish schedule dates for each facility. These Milestones *are* time-dependent. The fee will be earned and payable when the Contracting Officer determines the milestone has been completed in accordance with the Activity Milestone Definition Sheets set forth in [PEMP Attachment F](#). These sheets contain: Milestone Definitions, Inclusions, Exclusions, Key Predecessor Activities, and Objective Evidence of Milestone Completion. Because these Milestones do not occur until 2012 or later, a specific AMD procedure will be developed as applicable Inclusions, Exclusions, Key Predecessor Activities, and Objective Evidence of Milestone Completion are more mature.

Incentive Fee D – Operational Incentive Fee: Operational Incentive Fee is earned (in specified amounts) and payable upon the Contracting Officer's determination of the Contractor's achievement of prescribed performance testing rates for commissioning as described in [Contract Section B, Attachment B-2-D INCENTIVE FEE D – OPERATIONAL INCENTIVE FEE](#), and applicable portions

of [Contract Section C.6, Standard 5 Commissioning](#): (e) *Cold Commissioning, (3) Testing*, (ii) *Cold Commissioning Capacity Tests*; and (g) *Hot Commissioning, (4) & (5) Hot Commissioning Capacity Tests*. Achievement of each milestone is independently measured and earned. Because these commissioning activities do not occur until 2016 or later, a specific AMD procedure will be developed at an appropriate future date.

Incentive Fee E – Enhancement Incentive Fee – Enhancement Incentive Fee contains four fee elements designed to reduce life-cycle operating costs of the WTP: (i) Enhanced Plant Capacity; (ii) Sodium Reduction; (iii) Enhanced Plant Turnover; and (iv) Sustained Production Achievement. Details for these sub-elements are provided in [Contract Section B, Attachment B-2-E INCENTIVE FEE E – ENHANCEMENT INCENTIVE FEE](#). Enhanced Incentive Fee is earned and payable upon the Contracting Officer's determination of the Contractor's achievement of prescribed requirements. Because these enhancement incentives will occur in a future time period, a specific AMD procedure for managing the fee process will be developed at an appropriate future date.

## **6.8 Conditional Payment of Fee (CPOF)**

The Contract contains a modified version of the DOE Conditional Payment of Fee Clause in effect at the time of Contract award in December 2000. The Contract puts at risk the total earned award fee payment for B.1 Project Management Incentive and B.2 Cost Incentive during the six-month Award Fee period in which an ESQ&H or catastrophic incident occurred. Any fee reduction decisions are at the sole discretion of the FDO (the ORP Manager), and subject to EM internal policies on CPOF fee reductions to ensure equity and consistency across the EM complex.

## **6.9 Contract Change Control Process**

There is a direct correlation between the Contract estimated cost and fee and the contractor's project performance measurement baseline. The Contractor's project performance measurement baseline total cost, plus management reserve (Contractor's contingency), equals the Contract total estimated price.

Changes to project performance measurement baselines or the receipt of a revised baseline from the Contractor, does not constitute a Contract change or a change proposal. ORP COs are not authorized to modify a contract's estimated cost and fee/price or contractually-required delivery dates/schedules based on a contractor's initial or revised project performance measurement baseline, even if the baseline has been validated by DOE'S Office of Engineering and Construction Management. In addition, a validated contractor project performance measurement baseline does not remove the CO's responsibility for evaluating and negotiating outstanding contract changes and requests for equitable adjustment (REAs), even if the contractor may have accounted for these items in the revised baseline. All changes, to include request for

equitable adjustments, are processed in accordance with [AMD-AAM-IP-05 RO](#), *Resolution of WTP Requests for Equitable Adjustment* and [AMD-AAM-IP-04-RO](#), *Contracting Officer Directed Change WTP Contract DE-AC27-01RV14136*.

Changes to the performance measurement baseline that impact the WTP cost, fee, schedule, and/or SOW require identification and require resolution through the WTP CO via modification. The FPD shall prepare an interoffice memo to the CO stating the necessity for change; justification for change; and include an Independent Government Cost Estimate (IGCE) and schedule impact. If possible, the IGCE shall address the impact of the original planned method of performance and effect on continued performance. The CO will confer with the FPD and other members of the IPT to determine the recommended path forward and validate proposed Changes that are considered to be outside the current contract scope. Once authorized, the CO will issue the Contractor a request for proposal. Upon receipt of the proposal, the IPT will perform a technical and cost/price evaluation, providing their results to the CO for development of the Government's pre-negotiation objective. Upon completion of negotiations (if required) the CO will issue a Standard Form (SF)-30 incorporating the negotiated changes.

If changes are determined to be urgent in nature, the CO may issue an Un-definitized Contract Action (UCA) or unilateral change order via a SF 30 which shall include a not-to-exceed (NTE) limit on costs incurred prior to price agreement and a definitization schedule laying out when the Contractor is required to submit their proposal and when the negotiation of the change is anticipated to be completed. To the maximum extent practicable, all changes shall be definitized within 180 days. The NTE amount should be sufficient to allow the Contractor to plan/re-plan the work, prepare detailed cost and schedule estimates, and if necessary, initiate new long lead procurements, fund subcontract and supplier initial costs, and reopen the design process. The Contractor may request additional funding if other initial activities are needed. The IPT will follow the same process described above upon receipt of the Contractor's proposal.

#### **6.10 Review of Contractor's Requests for Equitable Adjustment**

Changes to the performance measurement baseline that impact the WTP cost, price, schedule and/or SOW as a result of a Contractor-submitted REA require identification as such on the change control form and require resolution through the WTP CO and appropriate Contract change order processes as identified in [AMD-AAM-IP-05 RO](#), entitled *Resolution of WTP Requests for Equitable Adjustment*.

**Note:** Fee may be paid on Contract change orders and REAs with entitlement in accordance with applicable Federal Acquisition Regulation (FAR) fee policy based on the net cost of the added and/or deleted work. Contractor performance that will result in the earning of minimum or no fee is not justification for adding more fees to the Contract. Fee may not be based on initial or revised project performance measurement baselines. Fee may not be calculated or paid on estimated work to go or on cost

overruns. Contract change orders and REAs, including the associated Contract fee, should be negotiated to the extent possible prior to the incurrence of significant costs. Incentive or performance fees may not be established or paid on incurred costs, past delivery dates, or other actions that have been accomplished by the Contractor prior to the negotiation of the fee. To the extent that changes and REAs involve significant costs incurred prior to agreement on Contract price, the fee objective should be reduced to reflect decreased cost risk. Only fixed fee adjusted for reduced cost risk shall be negotiated on changes and REAs after all costs have been incurred.

### **6.11 Contractor Litigation Management**

10 CFR 719, Contractor Legal Management Requirements; Department of Energy Acquisition Regulation covering contractor legal management requirements. The RL/ORP procedure, [Litigation Management -Contractor](#), was written to assist personnel in controlling and overseeing litigation costs for which contractors seek reimbursement under the terms of their contracts, including general legal services. It also provides information for instances when ORP retains legal counsel for litigation where legal costs over the life of the matter are expected to exceed \$100,000.

### **6.12 Contractor Employee Claims System**

The Hanford Workers' Compensation Program is an administrative function that provides for the support of the Hanford Site Workers' Compensation Program under DOE State of Washington self-insurance. This self-insurance is not applicable to this Contract. The CO with the assistance of the RL IR/HR office, is responsible to ensure that the Contractor conducts expedient reporting and processing of employee compensation claims in accordance with applicable laws.

### **6.13 Proposed Settlement of Costs for Post-Contract Liabilities**

This Contract contains no site pension and/or retiree medical expenses entitlements, thus, it creates no post-Contract liabilities.

### **6.14 Contract Records**

All records acquired or generated by the Contractor in performing this Contract are the property of the Government, except for those defined as "Contractor-owned" in Contract Clause I.118, *Access to and Ownership of Records*, 970.5204-79. These records must be delivered to the Government or otherwise disposed of at Contract completion or termination, as directed by the CO. Additional Contractor requirements concerning records management are found in Clause H.31, *Information*. Contract Clause, I.118 *Access to and Ownership of Records*, addresses records management with respect to occupational health records and radiation exposure records.

Link to [Section I Clauses](#) referenced above.

All occupational health records generated during the performance of Hanford-related activities will be maintained by the occupational/medical services contractor and are the property of DOE. All radiation exposure records generated during the performance of Hanford-related activities are the property of DOE and are maintained by Battelle staff at PNNL.

## **6.15 Contract Closeout**

When the Contractor has completed the work scope, the process of verification of Contract completion and initiation of Contract closeout can commence in accordance with the AMD integrated procedure [AMD-AAM-DI-03-R0, Contract Closeout](#). Contract closeout will conform to the requirements of [FAR 4.804, Closeout of Contract Files](#).

## **7.0 CONTRACT DELIVERABLES AND PERFORMANCE RISK AREAS**

### **7.1 Contract Deliverables**

See Contract [Section C.5, Description of Contract Requirements and Deliverables](#) and Attachment A entitled *WTP Contract Deliverables*.

### **7.2 Key Contract Vulnerabilities or Performance Risk Areas**

The *River Protection Project Risk Management Process Manual* (ORP M 413.3-1C) implements the RPP Risk Management Program. ORP M 413.3-1C implements the risk management requirements of DOE O 430.1B, *Life Cycle Asset Management*, and DOE O 413.3A, and describes the overall process for managing risks within the RPP. ORP M 413.3-1c specifies the products of the integrated risk management program and defines roles, responsibilities, and relationships among the ORP, BNI, and the TOC Contractor. ORP M 413.3-1c also describes the relationships to other RPP management systems, including Performance Measurement and Reporting, Interface Management, and the Change Control program. The *River Protection Federal Risk Management Plan* (ORP M 413.3-1d) identifies and quantifies RPP risks in accordance with ORP M 413.3-1c.

WTP risk assessment identifies the major risks to achieving the baseline, and the BNI's approach for managing those risks. BNI includes risk management status reports in the monthly status to DOE. The risk assessment meets the following requirements:

- Project risks are identified (Critical Risk List) and analyzed relative to their probabilities and consequences.
- Risk handling strategies (either prevention or mitigation) are identified and implemented.



- Risk and decision management activities are coordinated with DOE (as lead), TOC Contractor, and Hanford Site contractors. The WTP risk analysis information pertaining to “cross-cutting” decisions is communicated to the DOE, TOC Contractor, and Hanford Site contractors, including agreement as to who should have the risk management lead for each risk.
- Performance against risk management actions is tracked and reported.
- Risks associated with Interface Control Documents are documented and issue resolution plans prepared.

The WTP Project approach systematically addresses the technical, programmatic, and engineering, procurement, construction, and commissioning (EPCC) aspects of the project. The BNI Risk Management Plan is documented in 24590-WTP-PL-PR-01-003, *Risk Management Plan*. Results from the process defined in the risk management plan are used to determine, by analysis, an uncertainty cost for the project. A risk element may be successfully mitigated through a series of analysis, engineering, or testing activities.

## **8.0 STRATEGY FOR COST REDUCTION**

The Contract was modified to a Cost-Plus-Award-Fee contract type by Modification No. A143. Award fee will be the primary incentive for Contractor cost reduction and containment. Approximately \$8.6M per calendar year is available for earnings based on certain cost management Performance Objectives and Performance Measures in the PEMP.

BNI utilizes a very active Six Sigma process improvement program that is designed to provide process cost savings for identified work processes. At any point in time, BNI typically has 40-50 active process improvement projects. The goal for CY 2009 is \$7M in hard savings (cost reductions realized through formal change control documentation) and soft savings of \$31M. These savings levels are expected to continue during this phase of the project.

## **9.0 KEY PERFORMANCE METRICS FOR DETERMINING CONTRACTOR PROGRESS**

The Contract and Project utilize a plethora of performance metrics to measure and determine Contractor progress. Listed here in the CMP is merely a representative sample of meaningful performance metrics:

<u>Category</u>	<u>Metric</u>
Nuc Safety & Qual	Deficiency Report Aging
Nuc Safety & Qual	Corrective Action Report Aging
Nuc Safety & Qual	Project Issues Eval Reporting
EVMS	Cost Variance
EVMS	Schedule Variance
EVMS	Variance at Completion
EVMS	Management Reserve Identification
EVMS	Cntrl Acct Mgr EAC
EVMS	Project Manager EAC
EVMS	Engineering Hours
Safety	Total Recordable Case Rate
Safety	Days Away From Work Rate
Safety	Occurrence Reporting
Safety	Days Away, Restricted, Trnsfr
Acquisition	Bulk Matl - Steel, Piping, etc.
Project Management	Funding Status
Project Management	Spend Plan/Status
Project Management	Trends and Status
PEMP/Fee	Cost Performance Index
PEMP/Fee	Schedule Performance Index
PEMP/Fee	Activity Milestones Completion
PEMP/Fee	Management Reserve Identification
PEMP/Fee	Management of BCRs

All work must be performed in accordance with applicable law, regulation, and/or DOE directive. Failures in Contract performance as defined in [Contract Clause B.8 Conditional Payment of Fee, Profit, or Incentives](#) may be the basis for reduction of fee. [Contract Section E, Inspection and Acceptance](#), is also the basis for Contractor rework for performance that does not meet Contract requirements.

## 10.0 AGREEMENTS WITH STATE, COMMUNITY, OR OTHER ENTITIES

The Contractor and/or ORP are parties to agreements and understandings with Federal, state, and local government agencies as mentioned in the SOW, section C.1, *General Requirements*. Specifically the [Hanford Federal Facility Agreement and Consent Order](#) which is maintained collectively by the U.S. Department of Energy, the U.S. Environmental Protection Agency, and the State of Washington Department of Ecology.

## 11.0 PAST PERFORMANCE REPORTING REQUIREMENTS

The Contractor Performance Assessment Report (CPAR) is an annual assessment of Contractor performance and is based on objective facts supported by performance assessment and management data. The reports are used to provide past performance information to acquisition professionals for use in future acquisitions. Performance documentation is entered into an electronic performance report for each Contract that has a total Contract value exceeding \$100,000. The system utilized by DOE for collecting past performance information is the Contractor Performance Assessment

Reporting System (CPARS) maintained by the Naval Sea Systems Command (NAVSEA) (<http://www.cpars.csd.disa.mil/cparsmain.htm> ). Information input into CPARS is then centrally filed in the Past Performance Information Retrieval System (PPIRS) (<http://www.ppirs.gov/>). An annual report will be documented until the close of the Contract.

The assessment of the Contractor's Past Performance is the joint responsibility of the WTP IPT; however, specific areas required to be completed must be accomplished by IPT personnel with specific knowledge. Technical members of the IPT will assess the following areas: Quality of Product, Schedule, and Management. The CO will assess Business Relations and Cost. Performance narratives and associated ratings are provided NLT 120 days following the end of each FY performance period.

The CO will review the report, narratives and ratings. If the ratings are not supported by the narrative, the report will be sent back to the IPT technical members for further justification. When the ratings and narratives are considered satisfactory, the CO will forward the report to the Contractor for a 30 day review period.

The Contractor will review and provide comments and return the report to the CO. If the Contractor accepts the report, the CO will close out the report. If the Contractor disputes the report, the CO must forward the information to the AMD PD for resolution.

The PD will review the Contractor dispute with the CO and the IPT technical staff that wrote the report. The PD will make the decision to either change the report or leave the report as written and close it out. The report will not go back to the Contractor for any further reviews.

## **12.0 OTHER SPECIAL EMPHASIS AREAS**

Other special emphasis areas in this Contract include:

- Small Business Subcontracting Plan – Goal participation and achievement
- Self Performance as required by Contract Clause H.13 Self-Performed Work
- Environmental Compliance Activities (measured in PEMP and governed by Contract Section H, Clauses H.26 through H.30)
- Labor Relations and participation in the Hanford Site Stabilization Agreement (see Contract Section H, Clauses H.8 through H.12)
- Achieve and sustain favorable Engineering and Construction cost and schedule performance.

- Closure on technical approaches and implementation strategies for materials-at-risk (MAR) update, M3 Vessel Mixing System Design, M12 Undemonstrated Leaching Process, hydrogen in piping and ancillary vessels (HPAV), and DOE-STD-1066.

### **13.0 ATTACHMENTS**

Attachment A – Contract Section C Deliverables

Attachment B – Contract Section B and D-J Deliverables

Item No.	Deliverable	Reference	Action Required	DOE Action Party	Point of Delivery	Contract Due Date	Action Owners							
							L = Lead				S = Support			
							AMWTP	AMTF	CO	ESQ	OPA	IR/HR	MGR/ENS	DCAA
C.5.1	Select a Commissioning Contractor	Section C.5 [C.5(a)(4)]	A	D	COR (M131)	4/15/2001	L	S	S				S- Mgr	
1.1	Plan for Transition		A	D	COR (M131)	2/15/2001	L		S					
1.2	Project Execution Plan	Standard 1 [Std. 1 (b)(2)]	A	D	COR (M131)	12/15/2006 with updates as required	L		S					
1.3	Project Control System Description	Standard 1 [Std. 1 (b)(3)]	A	D	COR (M131)	4/15/2001 with updates as required	L		S					
1.4	Interface Management Plan	Standard 1 [Std. 1 (b)(1)]	A	D	COR (M131)	6/29/2001 with updates as required	L	S	S				S	
1.5	WTP Project Baseline	Standard 1 [Std. 1 (d)(3)]	A	D	COR (M131)	4/15/2001 with updates as required	L		S		S			
1.6	WTP Baseline Risk Plan	Standard 1 [Std.1 (c)(1)]	A	D	COR (M131)	7/1/2001 with annual updates as required	L		S					
1.7	Monthly Status Report	Standard 1 [Std. 1 (d)(1)]	I	D	COR (M131)	First Wednesday of the second month	L		S		S			
1.8	Occurrence Reporting	Standard 1 [Std. 1 (d)(6)]	A	D	COR (M131)	as required	L		S		S			
1.9	ES&H Reporting	Standard 1 [Std. 1 (d)(7)]	A	D	COR (M131)	as required	S		S	L				
1.10	Contract Performance Report	Standard 1 [Std. 1 (d)(2)]	I	D	COR (M131)	Last Tuesday of each month	L		S		S			
1.11	Baseline Change Control Program Procedure	Standard 1 [Std. 1(a)(4)]	A	D	COR (M131)	05/15/03 with updates as required Delivery 30 days after contract modification – implementation 60 days after Approval	L		S					

Item No.	Deliverable	Reference	Action Required	DOE Action Party	Point of Delivery	Contract Due Date	Action Owners										
							L = Lead				S = Support						
							AMWTP	AMTF	CO	ESQ	OPA	IR/HR	MGR/ENS	DCAA			
1.12	Electronic Data	Standard 1 (d)(4)	I	D	COR (M131)	Last Tuesday of each month	L										
2.1	Updated Research and Technology Program Plan	Standard 2 [Std. 2 (a)(1)(ii)]	A	D	COR (M131)	4/15/2001 with annual updates through 2004 and with updates as needed from 6/30/2008 through the initiation of cold commissioning	L										
2.2	R&T Test Plans	Standard 2 [Std. 2]	I	D	COR (M131)	as required	L										
2.3	R&T Test Reports	Standard 2 [Std. 2]	C	D	COR (M131)	as required	L										
2.4	Regulatory Data Quality Objective (DQO)	Standard 2 [Std. 2 (3)(i)(D)]	A	D	COR (M131)	TBD as negotiated	L			S							
2.5	Operations Research Assessment	Standard 2 [Std. 2 (b)1]	C	D	COR (M131)	12/19/2008, 12/19/2009, 12/19/2010 with bi-annual updates thereafter	L	S									
2.6	WTP Tank Utilization Assessment	Standard 2 [Std. 2 (b)2]	C	D	COR (M131)	12/19/2008, 12/19/2009, 12/19/2010 with bi-annual updates thereafter	L	S									
2.7	Material Balance and Process Flowsheet	Standard 2 [Std. 2 (b)3]	C	D	COR (M131)	12/19/2008, 12/19/2009, 12/19/2010 with bi-annual updates thereafter	L										
2.8	Technical Report on Oxidative Leaching	Standard 2 [Std. 2 (a)(3)(ix)]	C	D	COR (M131)	TBD	L										
2.9	Test Report on Oxidative Leaching	Standard 2 [Std. 2 (a)(3)(ix)]	C	D	COR (M131)	TBD	L		S								

Item No.	Deliverable	Reference	Action Required	DOE Action Party	Point of Delivery	Contract Due Date	Action Owners								
							L = Lead				S = Support				
							AMWTP	AMTF	CO	ESQ	OPA	IR/HR	MGR/ENS	DCAA	
2.10	Proposed Process Steps for Sludge Treatment	Standard 2 [Std. 2 (a)(3)(iii)]	A	D	COR (M131)	TBD	L		S						
2.11	Proposed Deminimus Organic Concentration in Received Tank Waste	Standard 2 [Std. 2 (a)(3)(viii)]	A	D	COR (M131)	TBD	L	S	S						
3.1	Design Process	Standard 3 [Std. 3 (a)(2)]	I	D	COR (M131)	2/15/2001 1/15/2004	L		S						
3.2	Functional Specification	Standard 3 [Std. 3 (b)(1)]	I	D	COR (M131)	8/20/2001 with updates as required	L		S						
3.3 (a)	Basis of Design	Standard 3 [Std. 3 (b)(2)]	A	D	COR (M131)	8/20/2001 with updates as required	L		S						
3.3 (b)	Design Criteria Database	Standard 3 [Std. 3 (b)(3)]	M	D	COR (M131)	30 days after issue of Basis of Design, with updates as required	L		S						
3.4	Operations Requirements Document	Standard 3 [Std. 3 (b)(4)]	A for bolded document text and M for non-bolded document text	D	COR (M131)	8/20/2001	L		S						
3.5	Master Equipment List	Standard 3 [Std. 3,(c) (6)]	C	D	COR (M131)	Prior to ORR completion	L		S						
3.6	Analytical Laboratory Design Requirements	Standard 3 [Std. 3 (c)(18) & C.7(a)(8)]	A	D	COR (M131)	10/1/2001 and as required thereafter	L		S						
3.7	Site Layout Drawings	Standard 3 [Std. 3 (c)(19)]	A	D	COR (M131)	4/15/2001 and as required thereafter	L		S						
3.8	Optimization Studies	Standard 3 [Std. 3 (d)]	A	D	COR (M131)	3/15/2001	L		S						

Item No.	Deliverable	Reference	Action Required	DOE Action Party	Point of Delivery	Contract Due Date	Action Owners										
							L = Lead				S = Support						
							AMWTP	AMTF	CO	ESQ	OPA	IR/HR	MGR/ENS	DCAA			
3.9	Spare Parts List	Standard 3 [Std. 3 (c),(6)]	C	D	COR (M131)	Prior to Completion of the Operational Readiness Review	L		S								
3.10	Deleted																
4.1	Construction, Procurement, and Acceptance Testing Plan	Standard 4 [Std. 4(a), (f)(3) & (i)]	A on initial Deliverable and I for any subsequent updates	D	COR (M131)	As Required	L	S	S								
4.2	Purchasing System	Standard 4 [Std. 4 (b)(2)]	A	D	COR (M131)	As required	S		L								S
4.3	Construction Bid and Work Packages	Standard 4 [Std. 4(c)]	I	D	COR (M131)	As required	L		S								
4.4	Construction and Acceptance Testing Program	Standard 4 [Std. 4(f)(1)]	A	D	COR (M131)	Prior to start of construction	L	S	S								
4.5	Construction Overview Meetings	Standard 4 [Std. 4(h)]	M	D	COR (M131)	Ongoing	L										
4.6	Construction Emergency Response Plan	Standard 4 [Std. 4(j)]	I	D	COR (M131)	Prior to Start of Limited Construction	L		S								
4.7	As-built Program Description	Standard 4 [Std. 4(f)(5)]	C	D	COR (M131)	June 2009	L										
5.1	Commissioning Plan	Standard 5 [Std. 5(b)]	A	D	COR (M131)	12 months prior to start of cold commissioning, as required thereafter	L	S									
5.2	Deleted																
5.3	Waste Form Qualification Tests	Standard 5 [Std. 5 (d)(5)(i)]	P	D	COR (M131)	during cold commissioning	L	S									



Item No.	Deliverable	Reference	Action Required	DOE Action Party	Point of Delivery	Contract Due Date	Action Owners										
							L = Lead				S = Support						
							AMWTP	AMTF	CO	ESQ	OPA	IR/HR	MGR/ENS	DCAA			
5.4	Cold Commissioning Capacity Tests	Standard 5 [Std. 5 (d)(5)(ii)]	A	D	COR (M131)	during cold commissioning	L	S									
5.6	Resultant Products from Cold Commissioning	Standard 5 [Std. 5 (d)(1)]	P	D	COR (M131)	during cold commissioning	L	S									
5.7	Environmental Performance Test	Standard 5 [Std. 5 (d)(iv)]	A	D	COR (M131)	during cold commissioning	L	S									
5.8	Cold Commissioning Results	Standard 5 [Std. 5 (d)(6)]	A	D	COR (M131)	prior to hot commissioning	L	S									
5.9	Certification of Completion of Cold Commissioning	Standard 5 [Std. 5 (d)(7)]	A	D	COR (M131)	when complete	L	S									
5.10	Certification of Readiness for Hot Commissioning Start	Standard 5 [Std. 5 (f)(1)]	A	D	COR (M131)	prior to hot commissioning	L	S									
5.11	Certification of Hot Commissioning Start	Standard 5 [Std. 5 (f)(3)]	A	D	COR (M131)	Upon receipt of Tank Farm waste feed	L	S									
5.12	Hot Commissioning Capacity Tests	Standard 5 [Std. 5(g)(5)]	A	D	COR (M131)	during hot commissioning	L	S									
5.13	Resultant Products from Hot Commissioning	Standard 5 [Std. 5 (f)(iii & iv)]	P	D	COR (M131)	during hot commissioning	L	S									
5.14	Hot Commissioning Results and Documentation	Standard 5 [Std. 5 (f)(5)]	A	D	COR (M131)	upon completion of hot commissioning	L	S									
5.15	Certification of Completion of Hot Commissioning	Standard 5 [Std. 5 (f)(6)]	A	D	COR (M131)	when complete	L	S									
5.16	Facility Turnover	Standard 5 [Std. 5(h)]	A	D	COR (M131)	after successful commissioning	L	S	S						S		

Item No.	Deliverable	Reference	Action Required	DOE Action Party	Point of Delivery	Contract Due Date	Action Owners											
							L = Lead				S = Support							
							AMWTP	AMTF	CO	ESQ	OPA	IR/HR	MGR/ENS	DCAA				
5.17	Deleted																	
5.18	Cold Commissioning Simulant Definition	Standard 5 [Std. 5 (d)]	A	D	COR (M131)	24 months prior to the initiation of cold commissioning	L	S										
5.19	WTP Facility Transition Plan	Standard 5 [Std. 5 (h)]	A	D	COR (M131)	12 months prior to the initiation of hot commissioning	L	S										
5.20	Cold Commissioning Capacity Test Criteria	Standard 5 (Std. 5)	A	D	COR (M131)	Prior to completion of Deliverable 5.8	L	S										
5.21	Hot Commissioning Capacity Test Criteria	Standard 5 (Std. 5)	A	D	COR (M131)	Prior to completion of Deliverable 5.14	L	S										
6.1	Secondary Wastes Compliance Plan	Standard 6 [Std. 5 (d)(5)(i & ii), Std. 6(b), (c)(3 & 4), C.7(d)(3)(i), Spec. 9.2.2.5, Spec 9.3]	A	D	COR (M131)	2004, 2006, 2008, and as required thereafter	L	S										
6.2	IHLW Waste Form Compliance Plan	Standard 6 [Std. 2 (a) (3)(vii)(B), Std. 6 (b), (c)(2 & 4), Std. 5 (d)(5)(i), C.7(d)(2)(i), Spec. 1 (1.4)]	A	D	COR (M131)	2004, 2005, 2007, 2009, and as required thereafter	L	S										
6.3	ILAW Product Compliance Plan	Standard 6 [Std. 2 (a)(3)(v)(B), Std. 5 (d)(5)(ii), Std. 6(b) & (c)(1 & 4), C.7(d)(3)(i) Spec. 2.2.2.8, 2.2.2.11, 2.2.2.17, Spec. 2.4]	A	D	COR (M131)	2004, 2006, 2008, and as required thereafter	L											

Item No.	Deliverable	Reference	Action Required	DOE Action Party	Point of Delivery	Contract Due Date	Action Owners								
							L = Lead				S = Support				
							AMWTP	AMTF	CO	ESQ	OPA	IR/HR	MGR/ENS	DCAA	
6.4	IHLW Waste Form Qualification Report	Standard 6 [Std. 6 (c) (5) & (6)]	C/A	D	COR (M131)	Plan in 2004, report in 2008 and as required thereafter	L								
6.5	Production Documentation for IHLW Product	Standard 6 [Std 6 (c)(9)]	A	D	COR (M131)	at time of production	L								
6.6	ILAW Product Qualification Report	Standard 6 [Std. 6(c)(5) Spec. 2.2.2.7]	C/A	D	COR (M131)	Plan in 2004, report in 2007 and as required thereafter	L								
6.7	Production Documentation for ILAW Product	Standard 6 [Std 6(c)(9) Spec. 2.2.2.7]	C/A	D	COR (M131)	at time of production	L								
6.8	Deleted														
6.9	Reserved														
6.10	Secondary Wastes Production Documentation	Standard 6 [Std. 6 (c)(9)]	C/A	D	COR (M131)	at time of production	L								
6.11	Deleted														
7.0	Non-radiological Worker Safety and Health	Standard 7 [Std 7 (e)(1)]	R	D	COR (M131)	per Standard 7.a(1)	S			L					
7.1	Radiological, Nuclear and Process Safety	Standard 7 [Std 7 (e)(2)]	R	D	COR (M131)	per Table S7-1	S						L - ENS		
7.2	Quality Assurance	Standard 7 [Std 7 (e)(3)]	A/R	D	COR (M131)	4/15/2001	S			L					
7.3	Environmental Plan	Standard 7 [Std 7 (e)(4)]	A	D	COR (M131)	3/15/2001 and as required thereafter	S			L					
7.4	Deleted														
7.5	Dangerous Waste Permit Application	Standard 7 [Std 7 (e)(4)(vi)(B)]	A	D	COR (M131)	as required	S			L					

Item No.	Deliverable	Reference	Action Required	DOE Action Party	Point of Delivery	Contract Due Date	Action Owners										
							L = Lead				S = Support						
							AMWTP	AMTF	CO	ESQ	OPA	IR/HR	MGR/ENS	DCAA			
7.6	Risk Assessment Work Plan	Standard 7 [Std 7 (e)(4)(vi)(C)]	A	D	COR (M131)	as required	L										
7.7	Notice(s) of Construction	Standard 7 [Std 7 (e)(4)(vi)(D)]	A	D	COR (M131)	150 days prior to submission to the regulators	L										
7.8	Prevention of Significant Deterioration (PSD) Permit Application	Standard 7 [Std 7 (e)(4)(vi)(E)]	A	D	COR (M131)	150 days prior to submission to the regulators	L										
7.9	Petition for Exemption or Exclusion for IHLW	Standard 7 [Std 6(c)(7), Std 7 (e)(4)(vi)(F)]	A	D	COR (M131)	06/2005	L	S									
7.10	Petition for a New Treatment Standard	Standard 7 [Std 6 (c)(8), Std 7 (e)(4)(vi)(G)]	A	D	COR (M131)	08/2003	L										
8.0	Safeguards and Security	Standard 8	A	D	COR (M131)	see Table S8-1	S								L - Mgr		
C.7.1	Procedure to Determine the Waste Feed Treatment Approach	C.7(d) (1)(viii)	A	D	COR (M131)	TBD	L	S									
C.9.1	Interface Control Documents	Section C.9 Spec.	J	D	COR (M131)	7/15/2001, 3/15/2002, and as required	L	S	S								
H.1	Environmental Permit Applications	Clause H.26	A	D	COR (M131)	ongoing	S		L								
H.2	Litigation Management Plan	Clause H.33	A	D	COR (M131)	4/15/2001			S						L - Legal		
H.3	Deleted																
H.4	Property Management System (M120)	Clause H.51	A	D	COR (M131)	10/1/2008, with annual updates thereafter	S		L								