

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO. 199		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO. 12EM000296	
6. ISSUED BY Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352		CODE 00601		7. ADMINISTERED BY (If other than Item 6) Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	
				CODE 00601	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CH2M HILL PLATEAU REMEDIATION COMPANY Attn: Reese Bang 2420 Stevens Center Place Richland WA 99354-1659			9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/>		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-08RL14788		
			10B. DATED (SEE ITEM 13) 06/19/2008		
CODE 805603128		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: I.102-FAR 52.243-2-Changes-Cost Reimbursement
	D. OTHER (Specify type of modification and authority)

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

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

This modification makes the following Changes:


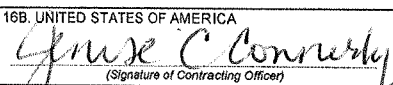
1. Definitizes Change Orders 159, 166, 171 and 175 with no change in Contract Price as stipulated in Table B.4-1, Contract Cost and Contract Fee, in accordance with FAR 52.243-2, Changes - Cost Reimbursement and DEAR 970.5204-2, Laws, Regulations, and DOE Directives, as shown in Attachment 1.

2. Revises Section J, Attachment J.2, Requirements Sources and Implementing Documents, Table J.2.8, Directives, Regulations, Policies, and Standards, as shown in Attachment 1.

3. Revises Section I as shown below:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) John G. Lehew III, President and Chief Executive Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jenise C. Connerly	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16C. DATE SIGNED 12/15/11	
		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
		16C. DATE SIGNED 12-19-2011	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AC06-08RL14788/199	2	2

NAME OF OFFEROR OR CONTRACTOR
CH2M HILL PLATEAU REMEDIATION COMPANY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>FROM: Section I, Clause I.38, FAR 52.222-8, Payrolls and Basic Records (Feb 1998)</p> <p>TO: Section I, Clause I.38, FAR 52.222-8, Payrolls and Basic Records (June 2010)</p> <p>4. Revision Section I as shown below:</p> <p>FROM: Section I Clause I.107, FAR 52.245-5 Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts) (May 2004)</p> <p>TO: Section I, Clause I.107 FAR 52.245-1, Government Property (Aug 2010) Alternate I (Aug 2010)</p> <p>5. Provides administrative changes as follows:</p> <p>Revises Section J-04 to incorporate Attachment 1 and Attachment 2 (boilerplate language and new table format) from modification 192 into one document. No other changes to the J-04 are made within this modification.</p> <p>Section J, Attachment J.2, is provided incorporating Contract modification 188, (excluding Modification 198 which will be provided after January 1, 2012).</p> <p>Section J (table of contents) incorporating Contract modifications 170, 173, 176, 183, 193 and this modification 199, is provided with this modification.</p> <p>Section H is provided incorporating modification 193.</p> <p>FOB: Destination</p> <p>Period of Performance: 06/19/2008 to 09/30/2013</p>				

Plateau Remediation Contract
 Contract No: DE-AC06-08RL14788

Attachment 1
 Modification 199

The following changes are hereby made to the contract:

1. Specific entries within Section J, Attachment J.2, Requirements Sources and Implementing Documents, Table J.2.8, Directives, Regulations, Policies, and Standards, are revised as follows:

Change Order #159:

FROM:

DOE O 5400.5 Chg. 2	Radiation Protection of the Public and the Environment
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TO:

CRD O 458.1	Radiation Protection of the Public and the Environment
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Change Order #166:

FROM:

CRD O 225. 1 A (Supp Rev 0)	Accident Investigations
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TO:

CRD O 225. 1B (Supp Rev 0)	Accident Investigations
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Change Order #171:

FROM:

CRD M 470.4-4A	Information Security Manual
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TO:

CRD O 471.6	Information Security
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Change Order #175:

FROM:

CRD M 470.4-5	Personnel Security
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TO:

CRD O 472.2	Personnel Security
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Plateau Remediation Contract
Contract No: DE-AC06-08RL14788

Attachment 1
Modification 199

2. In accordance with FAR 52.243-2, Changes – Cost Reimbursement, the following Change Orders require no adjustment to the contract price as stipulated in Table B.4-1, Contract Cost and Contract Fee:
 - A. Change Order #159 provided in Letter 11-EMD-0083 and dated July 18, 2011.
 - B. Change Order #166, provided in Letter 11-OOD-0042 and dated September 8, 2011, and Reissued September 23, 2011;
 - C. Change Order #171, provided in Letter 11-SES-0080 and dated April 12, 2010.
 - D. Change Order #175, provided in Letter 11-SES-0231 and dated November 1, 2011.

3. In accordance with the referenced clause by signature on this modification the Contractor agrees to the following Contractor's Statement of Release:

CONTRACTOR'S STATEMENT OF RELEASE: In consideration of the modifications agreed to herein as complete equitable adjustments for the Change Orders identified above, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

The following changes are hereby made to the contract:

1. Specific entries within Section J, Attachment J.2, Requirements Sources and Implementing Documents, Table J.2.8, Directives, Regulations, Policies, and Standards, are revised as follows:

Change Order #159:

FROM:

DOE O 5400.5 Chg. 2	Radiation Protection of the Public and the Environment
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TO:

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Change Order #166:

FROM:

CRD O 225. 1 A (Supp Rev 0)	Accident Investigations
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TO:

CRD O 225. 1B (Supp Rev 0)	Accident Investigations
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Change Order #171:

FROM:

CRD M 470.4-4A	Information Security Manual
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TO:

CRD O 471.6	Information Security
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Change Order #175:

FROM:

CRD M 470.4-5	Personnel Security
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TO:

CRD O 472.2	Personnel Security
-------------	--------------------

2. In accordance with FAR 52.243-2, Changes – Cost Reimbursement, the following Change Orders require no adjustment to the contract price as stipulated in Table B.4-1, Contract Cost and Contract Fee:
 - A. Change Order #159 provided in Letter 11-EMD-0083 and dated July 18, 2011.
 - B. Change Order #166, provided in Letter 11-OOD-0042 and dated September 8, 2011, and Reissued September 23, 2011;
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PART I – THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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H.1 WORKFORCE TRANSITION

(a) Incumbent Employees Hiring Preferences

The Contractor shall use the Transition Period to make hiring decisions and to establish the management structures necessary to conduct an employee relations program. In establishing an initial workforce, and through the first six (6) months after Contract award, the Contractor shall give a first preference in hiring for vacancies in non-managerial positions under this Contract to Incumbent Employees (as defined in paragraph (b) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*) who meet the qualifications for a particular position. This hiring preference takes priority over the hiring preference provided in the Section I Clause entitled, *DEAR 952.226-74, Displaced Employee Hiring Preference*. The hiring preference does not apply to the Contractor's hiring of management staff (i.e., first line supervisors and above).

(b) Employee Pay

The Contractor shall provide equivalent pay to employees receiving a hiring preference as compared to pay provided by the predecessor contractor for substantially equivalent duties and responsibilities for at least the first year of the term of the Contract.

H.2 EMPLOYEE COMPENSATION: PAY AND BENEFITS

(a) Background on Benefit Plans

- (1) The Hanford Site Pension Plan (HSPP) is a multi-employer pension plan which includes three (3) separate benefit structures under the Plan: two (2) for bargaining unit employees and one (1) for non-bargaining unit employees (exempt and nonexempt). The HSPP covers eligible employees of certain U.S. Department of Energy (DOE) Hanford prime contractors and subcontractors. The HSPP is managed and administered by committees composed of representatives from each of the sponsoring employers.
- (2) The Hanford Site Savings Plans (HSSPs) cover eligible employees of certain DOE Hanford prime contractors and subcontractors. The HSSPs includes three (3) separate plans: two (2) plans for bargaining unit employees and one (1) plan for non-bargaining unit employees (exempt and nonexempt). The HSSPs are managed and administered by committees composed of representatives from each of the sponsoring employers.
- (3) The Hanford Employee Welfare Trust (HEWT) is a multiple employer welfare arrangement (MEWA). Health and welfare benefits are administered under the HEWT which contains provisions for a wide range of medical and insurance benefits for eligible Hanford workers of certain DOE Hanford prime contractors and subcontractors and their beneficiaries. The HEWT is managed and administered by the HEWT Committee, which is composed of representatives from each sponsoring employer.

- (4) The Contractor is required in paragraph (m) to offer a market-based package of retirement and medical benefits to Non-Incumbent Employees (as defined in paragraph (c)). These benefit plans are referred to herein as "Market-Based Plans."
- (5) The HSPP, HSSP and HEWT are collectively referred to herein as the "Plans" for purposes of the Section H Clauses entitled, Employee Compensation: Pay and Benefits, Post-Contract Responsibilities for Pension and Other Benefit Plans, and Incumbent Employees, Benefit Plans, and Approval for Subcontractors to participate in the Plans.

(b) Incumbent Employees for the purposes of this Contract

Based on prior employment and the terms of the HSPP, Incumbent Employees are those employees eligible to participate, or to return to and participate, in the HSPP and accrue Benefit Service as defined in the HSPP.

(c) Non-Incumbent Employees

If an employee does not meet the definition of an Incumbent Employee with respect to the HSPP, HSSP, or HEWT, as described in paragraph (b), the employee will be considered a Non-Incumbent Employee as to that Plan(s) for the purposes of this Contract.

(d) Human Resources Compensation Plan

The Contractor shall submit within 30 days of the date of the contract Notice to Proceed a *Human Resources Compensation Plan* demonstrating how the Contractor will comply with the requirements of this Contract. The *Human Resources 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.

(e) 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 Compensation Plan* as approved by the Contracting Officer.

(f) 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.

(g) 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 (5) 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 DOE 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 (Ben-Val) and the Employee Benefits Cost Study as described in paragraph (i).

(h) Cash Compensation

- (1) The Contractor shall establish pay programs for employees.
- (2) The Contractor shall submit the following information to the Contracting Officer for determination of cost allowability for reimbursement for cash compensation 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)*.
 - (iv) Individual compensation actions for the Key Personnel, including initial and proposed changes to base salary and or payments under an *Executive Incentive Compensation Plan*.
 - (v) Any proposed establishment of an incentive compensation plan (variable pay plan/pay-at-risk).

Contracting Officer approval of individual compensation actions will be required only for the top five (5) most highly compensated employees, or others as identified by the Contracting Officer.

- (3) Subject to the Hanford Site Severance Pay Plans, 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 comparable employment with a successor/replacement contractor,
 - (iii) Is offered comparable employment with a parent or affiliated company, or
 - (iv) Is discharged for cause.
- (4) 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.

(i) Pension and Other Benefit Programs

- (1) The Contractor shall become a sponsor of the pension and other benefit plans identified in paragraph (a), and shall be responsible for the management and administration of the Market-Based Plans identified in paragraphs (a)(4).
- (2) Unless otherwise required by applicable law or approved by the Contracting Officer, no implementation of a benefit program and no amendment to any of the plans identified in paragraph (a) or underlying trust documents thereto shall result in allowable costs under this Contract.
- (3) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans identified in paragraph (a) until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans.
- (4) Cost reimbursement for pension and other benefit plans identified in paragraph (a) sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved Ben-Val and an Employee Benefits Cost Study as described below.
- (5) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in (i) and (ii) below. The studies shall be used by the Contractor as part of its performance self assessment described in paragraph (g)(4) 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.
 - (i) Separate Ben-Val studies are required every two years for all plans

identified in paragraph (a). A Ben-Val is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor 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,

- (ii) Separate Employee Benefits Cost Study comparisons are annually required for all plans identified in paragraph (a). An Employee Benefits Cost Study is a study which analyzes the Contractor's employee benefits cost on a per capita per full time equivalent employee basis and as a percent of payroll and compares them with the costs reported by the U.S. Chamber of Commerce Annual Employee Benefits Cost Survey or other Contracting Officer approved, broad based, national survey.
- (6) When net benefit value exceeds the comparator group by more than five (5) percent (%), the Contractor shall submit a corrective action plan to the Contracting Officer.
- (7) When the average total benefit per capita cost or total benefit cost as a percent of payroll exceeds the comparator group by more than 5 %, 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.
- (8) Within two (2) years of approval of the Contractor's corrective action plan by the Contracting Officer, the Contractor shall implement corrective action plans to align employee benefit programs with the benefit value and per capita cost range as approved by the Contracting Officer.
- (9) The Contractor shall submit a separate Report of Contractor Expenditures for Supplementary Compensation for the previous calendar year for each of the plans identified in paragraph (a) via the DOE WFIS Compensation and Benefits Module no later than March 1 of the current calendar year.
- (10) The Contractor may not terminate any benefit plan during the term of the Contract without prior approval of the Contracting Officer in writing.
- (11) Cost reimbursement for Post Retirement Benefits (PRBs) is contingent on the specific terms of the plans identified in paragraph (a), as amended. Unless required by Federal or State law, advance funding of PRBs is not allowable.
- (12) All costs of administration shall be costs of each plan individually and allocated to participating plan sponsors. Costs of administration shall be directly billed to the plans and not charged by indirect allocation.
- (13) The Contractor shall maintain a sufficient number of trained and qualified

personnel to perform all of the functions of the plans.

- (14) The Contractor shall render all ordinary and normal administrative services and functions which may be reasonably required. The Contractor shall annually provide an itemization of costs incurred for plan administration for each plan to the Contracting Officer within 60 days of the end of each plan year.
 - (15) The Contractor shall manage Plan assets in a prudent manner. The Contractor shall develop and submit to the Contracting Officer an Investment Policy Statement for each plan that clearly defines investment return objectives and risk tolerances, and shall perform annual pension plan Investment Performance Self-Assessments. The Contractor performance self-assessments shall address investment objectives, development of the plans to achieve investment objectives, execution of the plans, performance monitoring, and appropriate corrective action planning and execution. The Contractor shall provide the Contracting Officer with a copy of each plan's Investment Performance Self-Assessment.
 - (16) The Contractor shall comply with the Investment Policy Statements developed for the plans. Should the Contractor incur higher costs because the Contractor fails to comply with all or part of the established Investment Policy Statements provided to DOE, the additional costs incurred are unallowable.
- (j) 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, shall be maintained consistent with the requirements of the Internal Revenue Code and Employee Retirement Income Security Act.
 - (2) Contractor policies, practices, and procedures used in the administration of pension plans shall be consistent with law and regulation.
 - (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 current service not previously paid through 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 within nine (9) months of the last day of the current pension plan year:
 - (i) Copies of IRS 5500 forms, with schedules; and
 - (ii) 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 Compensation Plan and are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

- (i) For proposed changes to pension plans and pension plan funding, the Contractor shall provide an analysis of the impact of any proposed changes on actuarial accrued liabilities and an analysis of relative benefit value; and,
 - (ii) 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 proposed special programs (including, but not limited to, plan-loan features, employee contribution refunds, or ancillary benefits) and shall provide the Contracting Officer 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.
- (7) 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.
- (k) Benefits for Incumbent Employees under the HSPP and HSSP
- (1) HSPP
 - (i) The Contractor shall allow individuals who are Incumbent Employees to accrue credit under the HSPP for service under this Contract. The Contractor shall timely supply the Plan Administrator(s) with the information required by the Administrator(s) necessary to effectively administer the Plan(s). Contributions to the HSPP as determined by the Plan Administrator shall be allowable costs under this Contract, subject to compliance with other provisions of this Contract and terms of the Plans, as amended. At Contract completion, the Contractor shall fully fund its withdrawal liability under the HSPP; provided, however, that when or if this Contract expires or terminates, the Contractor shall continue as a plan sponsor of the HSPP pursuant to the Section H Clause entitled, *Post-Contract Responsibilities for Pension and Other Benefit Plans*.
 - (ii) The Contractor shall coordinate with the HSPP Administrator to ensure DOE receives an annual reporting and accounting of the Contractor's pension obligations, pursuant to Financial Accounting Standard (FAS) 87, for those employees participating in the HSPP and supply the Administrator with all the information necessary to maintain the Federal tax qualifications of all Contractor and Hanford Site pension plans.
 - (2) HSSP

Contributions to the HSSP shall be allowable costs under this Contract, subject to compliance with other provisions of this Contract and terms of the Plans, as amended.

(l) Benefits for Incumbent Employees under the HEWT

- (1) The Contractor shall be a sponsor of the HEWT. Individuals who are Incumbent Employees for purposes of the HEWT shall be eligible to participate in the HEWT and receive medical and other benefits under the HEWT consistent with the terms of that HEWT, as amended. The Contractor shall recognize service credited under the HEWT toward the service period required for benefits relating to vacation, sick leave, health insurance, severance, layoff, recall, and other benefits.
- (2) The Contractor shall in a timely manner supply the HEWT Administrator with the information required by the Administrator necessary to effectively administer the HEWT. The Contractor shall coordinate with the HEWT Administrator to ensure that DOE receives copies of all annual reports, actuarial reports, and submissions of FAS 106 data, and other reports as required by the Contracting Officer, of the Contractor's benefit obligations for those employees participating in the HEWT under this Contract. Contributions to the HEWT as determined by the HEWT Administrator shall be allowable costs under this Contract, subject to compliance with other provisions of this Contract.

(m) Pension and Other Benefits for Non-Incumbent Employees

- (1) The Contractor shall offer a market-based package of retirement and medical benefits competitive for the industry to individuals who are not Incumbent Employees. If the Contractor meets all applicable legal and tax requirements, the Contractor may establish a separate line of business pursuant to Internal Revenue Code (IRC) 410 and 414 for the purpose of maintaining the Federal tax qualification of pension covering the Contractor's employees.
- (2) The Contractor shall ensure that DOE receives copies of all annual reports, actuarial reports, applicable FAS data, and other reports as required by the Contracting Officer for eligible employees with respect to this Contract.

Any benefit programs established and/or maintained by the Contractor, for which DOE reimburses costs, shall meet the tests of allowability and reasonableness established by FAR 31.205-6 and DEAR 970.3102-05-6.

H.3 POST-CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS

- (a) If this Contract expires or terminates and the U.S. Department of Energy (DOE) has awarded a contract under which the new contractor becomes a sponsor of the Hanford Site Pension Plan (HSPP), Hanford Site Savings Plan (HSSP), Hanford Employee Welfare Trust (HEWT), and Market-Based Plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this contract, and becomes responsible for management, and administration of the Market-Based

Plans, the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the plans as appropriate and consistent with direction from the Contracting Officer.

- (b) If this Contract expires or terminates without a contract with a new contractor under which the new contractor becomes a sponsor of the HSPP, HSSP, HEWT, and Market-Based Plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract and becomes responsible for management and administration of the Market-Based 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 all of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract 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 as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract, the Contractor shall remain the sponsor of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract, 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 as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract 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 as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract 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 other benefits under the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract, including but not limited to continued sponsorship of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract, 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.4 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.5 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.6 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 there to 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 by the Contracting Officer.

H.7 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 protective services or other services performed on the U.S. Department of Energy (DOE)-owned site which will affect the continuity of operation of the facility.

H.8 INCUMBENT EMPLOYEES, BENEFIT PLANS, AND APPROVAL FOR SUBCONTRACTORS TO PARTICIPATE IN THE PLANS

- (a) DOE and the Contractor shall agree to those subcontractors that will be subject to the requirements to provide pension and other benefits for Incumbent Employees as defined in paragraph (b) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*. The Contractor shall submit its proposed agreement to DOE no later than thirty days prior to the close of the Transition Period, as defined in the Section F Clause entitled, *Period of Performance*.
- (a) The Contractor shall flow down to all subcontractors that are subject to the agreement in paragraph (a) of this Clause the requirements of paragraphs (g)(3) and (4), (i), (j), (k), and (l) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, and paragraphs (a) and (b) of the Section H clause entitled, *Post-Contract Responsibilities for Pension and Other Benefit Plans*.
- (b) For the purpose of determining allowability of costs, the Contractor shall not take any action that would result in the change of status of an Incumbent Employee with respect to Plans identified in paragraphs (a) and (b) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, without the prior written approval of the Contracting Officer.
- (c) Subject to other subcontract review and approval requirements in this Contract, this Clause does not limit the Contractor's ability to utilize subcontractors as necessary to perform Contract requirements.

H.9 DETERMINATION OF APPROPRIATE LABOR STANDARDS

- (a) The U.S. Department of Energy (DOE) will determine the appropriate labor standards that apply to work activities in accordance with the *Davis-Bacon Act* or other applicable labor law. When requested by DOE, the Contractor shall provide the Contracting Officer the information in the form and timeframe required by DOE, as may be necessary for DOE to render a determination on Contracts in excess of \$2,000 for construction, alteration, or repair, including painting and decorating, of public buildings and public works that involve the employment of laborers and mechanics.

- (b) Once a determination is made, the Contractor is responsible for compliance with the determination and incorporation of applicable labor standard requirements into subcontracts.

H.10 IMPLEMENTATION OF THE HANFORD SITE STABILIZATION AGREEMENT

- (a) The Hanford Site Stabilization Agreement (HSSA) for all construction work for the U. S. Department of Energy (DOE) at the Hanford Site, which is referenced in this Clause, consists of a Basic Agreement dated September 10, 1984, plus Appendix A, both of which may be periodically amended. The HSSA is hereby incorporated into this Contract by reference. The Contractor is responsible for obtaining the most current text from DOE.
- (b) This Clause applies to employees performing work under Contracts (or subcontracts) administered by DOE which are subject to the *Davis-Bacon Act*, in the classifications set forth in the HSSA for work performed at the Hanford Site.
- (c) Contractors and subcontractors at all tiers who are parties to an agreement(s) for construction work with a Local Union having jurisdiction over DOE construction work performed at the Hanford Site, or who are parties to a national labor agreement for such construction work, shall become signatory to the HSSA and shall abide by all of its provisions, including its Appendix A. Subcontractors at all tiers who have subcontracts with a signatory Contractor or subcontractor shall become signatory to the HSSA and shall abide by all of its provisions, including its Appendix A.
- (d) Contractors and subcontractors at all tiers who are not signatory to the HSSA and who are not required under paragraph (c) above to become signatory to the HSSA, shall pay not less and no more than the wages, fringe benefits, and other employee compensation set forth in Appendix A thereto and shall adhere, except as otherwise directed by the Contracting Officer, to the following provisions of the Agreement:
 - (1) Article VII Employment (Section 2 only);
 - (2) Article XII Non-Signatory Contractor Requirements;
 - (3) Article XIII Hours of Work, Shifts, and Overtime;
 - (4) Article XIV Holidays;
 - (5) Article XV Wage Scales and Fringe Benefits (Sections 1 and 2 only);
 - (6) Article XVII Payment of Wages-Checking In and Out (Section 3 only);
 - (7) Article XX General Working Conditions; and
 - (8) Article XXI Safety and Health.
- (e) The Contractor agrees to make no contributions in connection with this Contract to Industry Promotion Funds, or similar funds, except with the prior approval of the Contracting Officer.
- (f) The obligation of the Contractor and its subcontractors to pay fringe benefits shall be discharged by making payments required by this Contract in accordance with the provisions of the amendments to the *Davis-Bacon Act* contained in the Act of July 2, 1964 (Public Law 88-349-78 Statutes 238-239), and U.S. Department of Labor regulations in implementation thereof (Code of Federal Regulations Title 29 Parts 1 and 5).

- (g) The Contracting Officer may direct the Contractor to pay amounts for wages, fringe benefits, and other employee compensation if the HSSA, including its Appendix A, is modified by the involved parties.
- (h) In the event of failure to comply with paragraphs (c) (d) (e) (f) and (g), or failure to perform any of the obligations imposed upon the Contractor and its subcontractors hereunder, the Contracting Officer may withhold any payments due to the Contractor and may terminate the Contract for default.
- (i) The rights and remedies of the Government provided in this Clause shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this Contract.
- (j) The requirements of this Clause are in addition to, and shall not relieve the Contractor of, any obligation imposed by other Clauses of this Contract, including Section I Clauses entitled, *FAR 52.222-4, Contract Work Hours and Safety Standards Act—Overtime Compensation, FAR 52.222-6, Davis-Bacon Act, FAR 52.222-7, Withholding of Funds, FAR 52.222-8, Payrolls and Basic Records, FAR 52.222-10, Compliance with Copeland Act Requirements, and FAR 52.222-12, Contract Termination – Debarment.*
- (k) The Contractor agrees to maintain its bid or proposal records showing rates and amounts used for computing wages and other compensation, and its payroll and personnel records during the course of work subject to this Clause, and to preserve such records for a period of three (3) years thereafter, for all employees performing such work. Such records will contain the name and address of each such employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, and dates and hours of the day within which work was performed, deductions made, and amounts for wages and other compensation covered by paragraphs (c) (d) (e) (f) and (g) hereof. The Contractor agrees to make these records available for inspection by the Contracting Officer and will permit him/her to interview employees during working hours on the job.
- (l) The Contractor agrees to insert the provisions of this Clause including this paragraph (k) in all subcontracts for the performance of work subject to the *Davis-Bacon Act*.

A copy of the *Hanford Site Stabilization Agreement* is located at:

<http://www.hanford.gov>

The U.S. Department of Labor wage determinations for the *Davis-Bacon Act* and *Service Contract Act* are located within Section J, Attachment J.10 of this Contract.

H.11 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 and seek U.S. Department of Energy (DOE) approval. The Contractor shall take no further action until receiving approval and direction by the Contracting Officer. 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 comply with the *Hanford Site Workforce Restructuring Plan*, as amended, and 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*.

H.12 WORKERS' COMPENSATION

The Hanford Workers' Compensation Program is an administrative function that provides for the support of the Hanford Site Workers' Compensation Program under U.S. Department of Energy (DOE) State of Washington Self-Insurance. Pursuant to State of Washington Revised Code (RCW) Title 51, DOE is a group self-insurer for purposes of workers' compensation coverage. Notwithstanding any other provision in this Contract, the coverage afforded by the workers' compensation statutes shall, for performance of work under this Contract at the Hanford Site, be subject to the following:

- (a) Under the terms of a Memorandum of Understanding with the Washington State Department of Labor and Industries (L&I), DOE has agreed to perform all functions required by self-insurers in the State of Washington.
- (b) The Contractor shall take such action, and only such action, as DOE requests in connection with any accident reports, including assistance in the investigation and disposition of any claims thereunder and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.
- (c) Under RCW Title 51.32.073, DOE is the self-insurer and is responsible for making quarterly payments to the L&I. In support of this arrangement, the Contractor shall be responsible for withholding appropriate employee contributions and forwarding these contributions on a timely basis, plus the employer-matching amount to DOE.
- (d) The workers' compensation program shall operate in partnership with Contractor employee benefits, risk management, and environmental, safety, and health management programs. The Contractor shall cooperate with DOE for the management and administration of the DOE-RL self-insurance program.
- (e) The Contractor shall be responsible for all predecessor Contractor claims that fall under DOE's self-insurance. The Contractor shall maintain and retain all claim data for information and reporting needs.
- (f) The Contractor shall certify as to the accuracy of the payroll record used by DOE in establishing the self-insurance claims reserves and cooperate with any state audit.
- (g) The Contractor shall provide statutory workers' compensation coverage for staff members performing work under this Contract outside of the State of Washington and not otherwise covered by the State of Washington workers' compensation laws.
- (h) Time-loss compensation shall be paid to injured workers in accordance with the RCW § 51.08.178 and other applicable requirements. Compensation paid to workers in excess of the amounts required by statute are unallowable costs under this contract.

- (i) Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, payroll records as required by Washington State Workers' Compensation laws.
- (j) Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, the accident reports required by RCW Title 51, Section 51.28.010, or any other documentation requested by DOE pursuant to the Washington State Workers' Compensation laws.
- (k) Upon request, the Contractor shall submit to the Contracting Officer an evaluation and analysis of workers' compensation cost as a percent of payroll compared with the percentage of payroll cost reported by a nationally recognized Cost of Risk Survey that has been pre-approved by DOE.
- (l) The Contractor shall ensure all employees receive training and have a clear understanding of the workers' compensation process.
- (m) The Contractor shall develop and maintain a web site with Workers Compensation information and ensure that the web site is made available to employees within 45 days of the close of Transition.
- (n) The Contractor shall provide additional training to claimants on the workers' compensation process when a claim is filed. This training shall include but is not limited to information regarding company contacts, approvals needed for appointments, time off, documentation requirements, etc.
- (o) The Contractor shall submit ad hoc reports and other information as required by DOE.
- (p) The Contractor shall provide briefings to DOE as requested.
- (q) For purposes of workers' compensation, all entities included in the Contractor team arrangement, as defined below, shall be covered by DOE's self-insurance certification under Washington State Department of Labor and Industries for workers' compensation:
 - (1) Contractor team arrangement means an arrangement in which –
 - (i) Two or more companies form a partnership or joint venture to act as a potential prime Contractor; or
 - (ii) A potential prime Contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.
 - (2) Any changes to the Contractor team arrangement for purposes of workers' compensation coverage shall be subject to the prior approval of the Contracting Officer.
- (r) Subcontractors not meeting the Contractor teaming arrangement definition performing work under this Contract on behalf of the Contractor are not covered by the provision of the Memorandum of Understanding referenced above.

- (s) The Contractor shall flow-down to its subcontractors the requirements to provide statutory workers compensation coverage for the subcontractors' employees. The Contractor shall have no responsibility for subcontractor workers' compensation when it includes this requirement in the sub-contract(s).

H.13 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 Richland Operations Office (DOE-RL).
- (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-RL 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.14 ADVANCE UNDERSTANDING ON COSTS

The U.S. Department of Energy (DOE) and the Contractor will, within 60 days after Contract award, reach advance understandings regarding certain costs under this Contract. Such advance understandings enable both DOE and the Contractor to determine the allocability, allowability, and reasonableness of such costs prior to their incurrence, thereby avoiding subsequent disallowances and disputes, and facilitating prudent expenditure of public funds. It is expected that costs covered by such advance understandings will include employee travel and relocation, and employee compensation and benefits. Generally, DOE expects the incurrence of costs to be consistent with the Contractor's corporate-wide policies consistently and uniformly applied throughout its domestic operations subject to the specific limitations, conditions, and exclusions of FAR Subpart 31.2, *Contracts with Commercial Organizations*, as supplemented by DEAR 931.2, *Contracts with Commercial Organizations*. Advance understandings will be appended to the Contract in the Section J Attachment entitled, *Advance Understanding of Costs*.

H.15 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 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.

All Key Persons under this Contract are collectively referred to as the Key Personnel Team. The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the Key Personnel. 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

- (1) 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.
- (2) For the purposes of this Clause, *Beyond the Contractor's Control* is defined as an event for which the Contractor lacked legal authority or ability to prevent *Changes to Key Personnel*.

(d) Requirements for Changes to Key Personnel

- (1) The Contractor shall notify the Contracting Officer and request approval in writing at least 60 days in advance of any changes to Key Personnel.
- (2) The Contractor shall not make a change in Key Personnel without prior written approval of the Contracting Officer.
- (3) No Key Person position shall remain vacant for a period more than 30 days following Contracting Officer approval of a change in Key Personnel.
- (4) Approval of changes to Key Personnel is at the unilateral discretion of the Contracting Officer.

(e) Contract Fee Reductions for Changes to Key Personnel

- (1) Notwithstanding approval by the Contracting Officer, any time the Project Manager (the initial Project 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, *Supplies or Services and Prices/Costs*, will be permanently reduced by \$500,000 for each and every occurrence of a change to the Project Manager. A change to the Project Manager beyond the Contractor's control shall not result in a permanent reduction of fee under this paragraph.
- (2) Notwithstanding approval by the Contracting Officer, any time a Key Person other than the Project 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, *Supplies or Services and Prices/Costs*, will be permanently reduced by \$100,000 for each and every occurrence of a change to the Key Person. A change to a Key Person other than the Project Manager beyond the Contractor's control shall not result in a permanent reduction of fee under this subsection.
- (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.

(f) 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
John Greenwood Lehew, III	PRC Project Manager
John A. Ciucci	PRC Chief Operating Officer
Terry L. Vaughn	Director of Safety, Health, Security and Quality
Jerry W. Long	Project Manager of PFP Closure Project
Moses Jaraysi	Director of Environmental Program and Regulatory Management
Dyan Foss	Project Manager for Soil and Groundwater Remediation Project
Kent Dorr	Project Manager for Engineering, Procurement, and Construction Management
L. Ty Blackford	Project Manager for Waste and Fuels Management Project
Kurt Kehler	Project Manager for 100K Area Project and Balance of Site Decommissioning and Infrastructure Project

H.16 RADIOLOGICAL SITE SERVICES AND RECORDS, AND OCCUPATIONAL MEDICINE SERVICES AND RECORDS

- (a) The Contractor shall obtain Radiological Site Services (RSS) and occupational medicine services for all Contractor and subcontractor employees performing hazardous work that may expose workers to chemical, physical (including radiological), biological, and/or similar hazards. The Contractor shall identify required RSS and occupational medicine services as required by Section C, *Statement of Work, Government-Furnished Services and Information (GFS/I)*.
- (b) RSS are obtained as specified in Contract Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*. RSS includes external dosimetry, internal dosimetry services, radiological instrumentation program, and radiological records services. The Section I Clauses entitled, DEAR 952.223-75, *Preservation of Individual Occupational Radiation Exposure Records* and DEAR 970.5204-3, *Access to and Ownership of Records* are implemented as follows with respect to radiological records: All radiological exposure records generated during the performance of Hanford-related activities will be maintained by the designated provider of this service listed in the Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix* and are the property of the U.S. Department of Energy (DOE).
- (c) Occupational medicine services are provided under this Contract by the Hanford Site occupational medicine services contractor as specified in Contract Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*. The Section I Clause entitled, DEAR 970.5204-3, *Access to and Ownership of Records* is implemented as follows with respect to occupational medicine records: All occupational medicine records generated during the performance of Hanford-related activities will be maintained by the Hanford Site occupational medicine services provider and are the property of DOE.

H.17 STOP-WORK AND SHUTDOWN AUTHORIZATION

(a) Definitions:

Imminent Danger: Any condition or practice such that a hazard exists that could reasonably be expected to cause death, serious physical harm, or other serious hazard to employees, unless immediate actions are taken to mitigate the effects of the hazard and/or remove employees from the hazard.

Adversely Affects Safe Operation of Facility or Serious Facility Damage: A condition, situation, or activity that if not terminated or mitigated could reasonably be expected to result in: nuclear criticality; facility fire/explosion; major facility or equipment damage or loss; or, a facility evacuation response.

Stop Work Criteria:

- (1) Conditions exist that pose an imminent danger to the health and safety of workers or the public; or
- (2) Conditions exist, that if allowed to continue, could adversely affect the safe operation of, or could cause serious damage to, the facility; or
- (3) Conditions exist, that if allowed to continue, could result in the release from the facility to the environment of radiological or chemical effluents that exceed applicable regulatory requirements or approvals.

(b) DOE Stop Work Order.

In accordance with Section I, *Contract Clause*, I.143, DEAR 970.5223-1 *Integration of Environment, Safety, and Health into Work Planning and Execution* the DOE Contracting Officer has the ability to issue a DOE Stop Work Order stopping work in whole or in part if:

- (1) the contractor fails to provide resolution of any noncompliance with applicable requirements and Safety Management System or if,
- (2) at any time the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public.

In addition, a DOE Stop Work Order can be initiated if the Stop Work Criteria as defined in Section H.17 (a) is met dependent on the severity and extent of the condition.

The DOE Stop Work Order shall be executed in accordance with Section F, *Deliverables or Performance*, F.3 FAR 52.242-15, STOP-WORK ORDER

(c) DOE Stop Work Action.

DOE personnel provide safety oversight of contractor operations and have the authority to initiate a DOE Stop Work Action if the Stop Work Criteria as defined in Section H.17

(a) is met. DOE personnel have the authority to shutdown an entire facility, activity, or job. Following a DOE Stop Work Action the contractor shall:

- (1) Immediately stop the identified activity or activities (up to and including entire plant shutdown);
- (2) Place the area, activity, facility, etc. into a safe condition;
- (3) Determine actions necessary to address the unsafe condition;
- (4) Provide proposed corrective actions to the DOE initiator of the DOE Stop Work Action;
- (5) Prior to restarting work, inform the DOE initiator that the corrective actions allowing for restart have been completed;
- (6) Restart work only after the unsafe condition is mitigated and the DOE has given verbal direction to allow restart; and
- (7) If requested, provide DOE a Corrective Action Plan subsequent to the resumption of work in accordance with contractual requirements.

(d) Contractor Stop Work Action

- (1) The contractor shall establish a stop work process/procedure that:
 - (i) Meets the requirement of 10 CFR 851.20, *Management responsibilities and worker rights and responsibilities*
 - (ii) At a minimum uses the Stop Work Criteria defined in Section H.17 (a) for when a Contractor Stop Work Action is required; and
 - (iii) Meets the tenets of the "Stop Work Policy."
- (2) Upon initiating a Contractor Stop Work Action the contractor shall:
 - (i) Immediately stop the identified activity or activities (up to and including entire plant shutdown);
 - (ii) Place the area, activity, facility, etc. into a safe condition;
 - (iii) Notify the DOE Facility Representative if the Contractor's Stop Work Action meets the Stop Work Criteria defined in Section H.17 (a), or notification of facility management is required for the issue;
 - (iv) Determine actions necessary to address the unsafe condition;
 - (v) Restart work only after the unsafe condition is mitigated.

(e) Stop Work Policy.

The following represent the site's Stop Work Policy:

Stop Work Responsibility: Every Hanford site employee, regardless of employer, has the responsibility and authority to stop work IMMEDIATELY, without fear of reprisal, when the employee is convinced:

- (1) Conditions exist that pose a danger to the health and safety of workers or the public; or
- (2) Conditions exist, that if allowed to continue, could adversely affect the safe operation of, or could cause serious damage to, a facility; or
- (3) Conditions exist, that if allowed to continue, could result in the release from the facility to the environment of radiological or chemical effluents that exceed applicable regulatory requirements or approvals.

Reporting Unsafe Conditions: Employees are expected to report any activity or condition which he/she believes is unsafe. Notification should be made to the affected worker(s) and then to the supervisor or designee at the location where the activity or condition exists. Following notification, resolution of the issue resides with the responsible supervisor.

Right to a Safe Workplace: Any employee who reasonably believes that an activity or condition is unsafe is expected to stop or refuse work without fear of reprisal by management or coworkers and is entitled to have the safety concern addressed prior to participating in the work.

Stop Work Resolution: If you have a "stop work" issue that has not been resolved through established channels, immediately contact your employer's Safety Representative or your Union Safety Representative. Alternatively, you may contact the employer's Employee Concerns Program or the DOE Employee Concerns Program.

H.18 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 the *Hanford Federal Facility Agreement and Consent Order*, consent orders, permits, and licenses; and
- (2) "Party" means either the Contractor or DOE.

- (b) 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.
- (c) Consequently, if the Contractor causes a violation:
 - (1) All fines and penalties arising from or related to violations of environmental requirements are unallowable costs. If DOE pays a fine or penalty for a violation that the Contractor caused, the amount of the fine or penalty shall be due from the Contractor, and DOE may immediately offset that amount against payments to which the Contractor is otherwise entitled for allowable costs and fee, or any other funds otherwise owed by the Government to the Contractor; and
 - (2) In accordance with subsection (e) of the Section I Clause entitled, *DEAR 952.231-71, Insurance-Litigation and Claims*, costs of challenging or defending actions brought against the Contractor for violations of environmental requirements are specifically disallowed. However, if the Contracting Officer provides prior written authorization to challenge or defend against the action, the Contractor shall proceed in accordance with *DEAR 952.231-71, Insurance-Litigation and Claims*. If the Contractor proceeds with the action without the prior written authorization of the Contracting Officer, the costs of the challenge or defense may be allowable if there is no settlement, conviction, or finding of liability.

H.19 ENVIRONMENTAL RESPONSIBILITY

- (a) General. The Contractor is required to comply with all environmental laws, regulations, 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, interagency agreements such as the *Hanford Federal Facility Agreement and Consent Decree* [also known as the Tri-Party Agreement (TPA)], consent orders, consent decrees, and settlement agreements between the U. S. Department of Energy (DOE) and Federal and state regulatory agencies. For the purposes of this Contract, the TPA constitutes a requirement pursuant to which the Contractor agrees to plan and perform the Contract work.

- (b) Environmental Permits. This Clause 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, that 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 Hanford Site 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. Notification need not be in writing.
 - (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.
- (c) Permit Applications. The Contractor shall provide to DOE for review and comment in draft form any permit applications and other regulatory materials necessary to be submitted to regulatory agencies for the purposes of obtaining a permit. In the event that the permit application is required to be co-signed, submitted by DOE, or is related to a permit in which DOE is a permittee, the Contractor shall provide the application for review and comment. Whenever reasonably possible all such materials shall be provided to DOE initially not later than 90 days prior to the date they are to be submitted to the regulatory agency. The Contractor shall normally provide final regulatory documents 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 which shall be performed by DOE in a prompt manner. Special circumstances may require permits to be submitted in a shorter time frame. 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.

- (d) Financial Responsibility. DOE agrees that if bonds, insurance, or administrative fees are required as a condition for permits obtained by the Contractor under this Contract, such costs shall be allowable. In the event such costs are determined by DOE to be excessive or unreasonable, DOE will provide the regulatory agency with an acceptable form of financial responsibility. Under no circumstances shall the Contractor or its parent be required to provide any corporate resources or corporate guarantees to satisfy such regulatory requirements.
- (e) 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 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 Hanford 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.
- (f) 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.

- (g) Fines, Penalties, Allowable Costs. 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 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 as soon as possible thereafter.

- (h) 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 (g) 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.
- (i) 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 some or all environmental permits held by the Contractor. DOE will assume responsibility for such permits, with the approval of the regulating agency, and the Contractor shall be relieved of all liability and responsibility to the extent that such liability and responsibility results from the acts or omissions of a successor Contractor, DOE, or their agents, representatives, or assigns. 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. The Contractor shall not be liable for any such claims occurring after formal transfer unless said claims result from the Contractor's action or inaction that occurred prior to transfer.
- (j) Miscellaneous. The Contractor shall accept assignment or transfer of permits pertaining to matters under this Contract currently held by DOE and its existing Contractor. 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.20 SELF-PERFORMED WORK

- (a) 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 Contractor team arrangement (as described in *FAR 9.6, Contracting Team Arrangements*), shall be limited collectively to not more than 65 percent (%) of the *Total Contract Price*. This limitation does not apply to any small business member of the Contractor team arrangement. Unless otherwise approved in advance by the Contracting Officer, work to subcontractors outside of the Contractor team arrangement shall be performed through competitive procurements with an emphasis on fixed-price subcontracts.
- (b) At least 17 % of the *Total Contract Price* shall be performed by small business. Small business members of the Contractor team arrangement, and subcontractors selected

after Contract award, count toward fulfillment of this requirement and other small business goals in this Contract.

- (c) Reporting requirements to confirm compliance with these thresholds and limitations are described in Section C, *Statement of Work*.

H.21 EMERGENCY CLAUSE

- (a) The U.S. Department of Energy (DOE) Richland Operations Office (DOE-RL) Manager and/or the DOE Office of River Protection (DOE-ORP) Manager or designee shall have sole discretion to determine when an emergency situation exists at the Hanford Site. In the event that either the DOE-RL or DOE-ORP 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) During declared security events, DOE-RL may assume direct command and control of the Hanford Patrol. The Chief of the Hanford Patrol shall report directly to the DOE-RL Director of Security and Emergency Services (SES) once DOE-RL has assumed command.
- (c) The Contractor shall include this Clause in all subcontracts at any tier for work performed at the Hanford Site.

H.22 FINANCIAL MANAGEMENT SYSTEM REQUIREMENTS

- (a) The Contractor shall operate and maintain a financial management system that:
 - (1) Conforms with Generally Accepted Accounting Principles, Federal Financial Accounting Standards, Cost Accounting Standards, and U.S. Department of Energy (DOE) requirements;
 - (2) Provides accurate, reliable, and auditable financial and statistical data on a timely basis;
 - (3) Ensures accountability for all assets;
 - (4) Supports financial planning and budget formulation, validation, execution, and the recasting or changing of DOE funding or task codes such as budget and reporting classification (BRC) numbers, program task numbers, and local projects/tasks;
 - (5) Restricts the movement of funds between project baseline summaries (PBSs) consistent with Congressional appropriation language;
 - (6) Notifies DOE as soon as possible when potential reprogramming actions are required (e.g., movement of funds between PBSs);

- (7) Integrates and reports the financial information for subcontractors; and
 - (8) Provides all other necessary financial reports, which shall include accumulating and reporting indirect and support costs by function. The Contractor may be requested, periodically, to provide detail cost element information at the institutional level using standard definitions and applications.
- (b) The Contractor shall provide monthly electronic files data supporting payments cleared financing arrangement draw downs, and cost accrual and accrual reversal records to the Contracting Officer. Within the electronic submission, the Contractor shall provide data elements required to:
- (1) Determine that all costs drawn down by the Contractor were necessary and reasonable per the terms and conditions of the Contract. This includes, but is not limited to: invoice number, billing period, work breakdown structure number, purchase order number and line item, quantity/hours, description of goods or services provided, cost type, cost categories, unit price, amount, and adders.
 - (2) Properly record all Contract costs and property in the DOE accounting system (Standard Accounting and Reporting System [STARS]). This includes, but is not limited to: reporting entity, financial plan, local organization, fund-code, control program number (i.e., budget and reporting numbers), program task number, PBS numbers, the fiscal year the funds were provided, the project/task number, object class, sub-object classes, other party identifiers, and budget reference numbers for plant and equipment line item number (if applicable).

Upon request, the Contractor shall also provide written documentation to support the electronic invoices to the Contracting Officer or his/her designee.

- (c) The Contractor shall submit a plan for Contracting Officer approval of any substantive change to the financial management system or subsystems at least 60 days in advance of implementation. This plan must identify the cost and schedule for changing from the existing financial systems, and provide a comparison of the capabilities of the new system(s) to the existing system(s). Any new system modifications are subject to review and audit.
- (d) The Contractor shall provide reports at DOE direction. Some examples of such reports are:
- (1) Annual Estimated Property Valuation Report;
 - (2) Monthly Contract Funds Status Report;
 - (3) Monthly Depreciation Changes;
 - (4) Quarterly Erroneous Payment Report;
 - (5) Monthly Standard Accounting and Reporting System;
 - (6) Year-End Requirements and FY20XX Planning Requirements;
 - (7) Semi-Annual Travel Target Report; or

- (8) Quarterly International Transactions Report.

H.23 PAYMENTS AND ADVANCES

- (a) Payment of Provisional and Incremental Fee. *Provisional and Incremental Fee* are payable following the Government's determination of *Available Fee* in accordance with the Section B Clause entitled, *Fee Structure*. *Provisional Fee* and earned *Incremental Fee* shall be made by direct payment or withdrawn from funds advanced or available under this Contract, as determined by the Contracting Officer, in accordance with the Section B Clause entitled, *Fee Determination and Payment*. The Contracting Officer may offset against any such fee payment the amounts owed to the Government by the Contractor, including any amounts owed for disallowed costs under this Contract. No *Provisional or Incremental Fee* may be withdrawn against the payments cleared financing arrangement without the prior written approval of the Contracting Officer.
- (b) Payments on Account of Allowable Costs. The Contracting Officer and the Contractor shall agree as to the extent to which payment for allowable costs or payments for other items specifically approved in writing by the Contracting Officer (for example, negotiated fixed amounts) shall be made from advances of Government funds. When pension contributions are paid by the Contractor to the retirement fund less frequently than quarterly, accrued costs therefore shall be excluded from costs for payment purposes until such costs are paid. If pension contributions are paid on a quarterly or more frequent basis, accrual therefore may be included in costs for payment purposes, provided that they are paid to the fund within 30 days after the close of the period covered. If payments are not made to the fund within such 30-day period, pension contribution costs shall be excluded from cost for payment purposes until payment has been made.
- (c) Special Financial Institution Account Use. All advances of Government funds shall be withdrawn pursuant to a payments cleared financing arrangement prescribed by DOE in favor of the financial institution or, at the option of the Government, shall be made by direct payment or other payment mechanism to the contractor, and shall be deposited only in the special financial institution account referred to in the Special Financial Institution Account Agreement, which is incorporated into this Contract. No part of the funds in the Special Financial Institution Account shall be commingled with any funds of the Contractor or used for a purpose other than that of making payments for costs allowable and, if applicable, fees earned under this Contract, negotiated fixed amounts, or payments for other items specifically approved in writing by the Contracting Officer. If the Contracting Officer determines that the balance of such Special Financial Institution Account exceeds the Contractor's current needs, the Contractor shall promptly make such disposition of the excess as the Contracting Officer may direct.
- (d) Title to Funds Advanced. Title to the unexpended balance of any funds advanced and of any Special Financial Institution Account established pursuant to this Clause shall remain in the Government and be superior to any claim or lien of the financial institution of deposit or others. It is understood that an advance to the Contractor hereunder is not a loan to the Contractor, and will not require the payment of interest by the Contractor, and that the Contractor acquires no right, title or interest in or to such advance other than the right to make expenditures therefrom, as provided in this Clause.

- (e) Financial Settlement. The Government shall promptly pay to the Contractor the unpaid balance of allowable costs (or other items specifically approved in writing by the Contracting Officer) and fee upon termination of the work, expiration of the term of the Contract, or completion of the work and its acceptance by the Government after:
- (1) Compliance by the Contractor with DOE patent clearance requirements, and
 - (2) The furnishing by the Contractor of:
 - (i) An assignment of the Contractor's rights to any refunds, rebates, allowances, accounts receivable, collections accruing to the Contractor in connection with the work under this Contract, or other credits applicable to allowable costs under the Contract;
 - (ii) A closing financial statement;
 - (iii) The accounting for Government-owned property required by the Section I Clause entitled, *FAR 52.245-5, Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)*; and
 - (iv) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract subject only to the following exceptions:
 - (A) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the Contractor;
 - (B) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this Contract; provided that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the contracting officer promptly, but not more than one (1) year after the Contractor's right of action first accrues. In addition, the Contractor shall provide prompt notice to the Contracting Officer of all potential claims under this Clause, whether in litigation or not (see also Section I Clause entitled, *DEAR 952.231-71, Insurance – Litigation and Claims*);
 - (C) Claims for reimbursement of costs (other than expenses of the Contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this contract relating to patents; and
 - (D) Claims recognizable under the Section I Clause entitled, *DEAR 952.250-70, Nuclear Hazards Indemnity Agreement.*

- (3) In arriving at the amount due the Contractor under this Clause, there shall be deducted,
 - (i) Any claim which the Government may have against the Contractor in connection with this Contract, and
 - (ii) Deductions due under the terms of this Contract and not otherwise recovered by or credited to the Government. The unliquidated balance of the Special Financial Institution Account may be applied to the amount due and any balance shall be returned to the Government forthwith.
- (f) Claims. Claims for credit against funds advanced for payment shall be accompanied by such supporting documents and justification as the Contracting Officer shall prescribe.
- (g) Discounts. The Contractor shall take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the Contracting Officer finds that action is not in the best interest of the Government.
- (h) Collections. All collections accruing to the Contractor in connection with the work under this Contract, except for the Contractor's fee and royalties or other income accruing to the Contractor from technology transfer activities in accordance with this Contract, shall be Government property and shall be processed and accounted for in accordance with applicable requirements imposed by the Contracting Officer pursuant to Section I Clause entitled, *DEAR 970.5204-2, Laws, Regulations, and DOE Directives* and, to the extent consistent with those requirements, shall be deposited in the Special Financial Institution Account or otherwise made available for payment of allowable costs under this contract, unless otherwise directed by the Contracting Officer.
- (i) Direct Payment of Charges. The Government reserves the right, upon ten (10) days of written notice from the Contracting Officer to the Contractor, to pay directly to the persons concerned, all amounts due which otherwise would be allowable under this Contract. Any payment so made shall discharge the Government of all liability to the Contractor.
- (j) Determining Allowable Costs. The Contracting Officer shall determine allowable costs in accordance with the Federal Acquisition Regulation Subpart 31.2 and the Department of Energy Acquisition Regulation Part 931, *Contract Cost Principles and Procedures* in effect on the date of this Contract and other provisions of this Contract.
- (k) Certification and Penalties. The Contractor shall prepare and submit a "Final Indirect Rate Proposal" in accordance with Section I Clause entitled, *FAR 52.216-7, Allowable Cost and Payment/DEAR 952.216-7, Allowable Cost and Payment; Alternate II*, for the total of net expenditures incurred for the period covered by the Cost Statement. It is anticipated that this will be an annual submission unless otherwise agreed to by the Contracting Officer. The Contractor shall certify the Cost Statement subject to the penalty provisions for unallowable costs as stated in sections 306(b) and (i) of the *Federal Property and Administrative Services Act of 1949 (41 U.S.C. 256)*, as amended.

H.24 ALTERNATIVE DISPUTE RESOLUTION (ADR)

- (a) The U. S. Department of Energy (DOE) and the Contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree to jointly select a “standing neutral.” The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.
- (b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the Contractor:
 - (1) DOE and the Contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.
 - (2) The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.
 - (3) If one party to this Contract requests the use of the process set forth in Paragraphs b(1) and b(2) of this Clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim under the Section I Clause entitled, *FAR 52.233-1 Disputes*, it must do so within 30 days of receipt of the written position from the other party.

H.25 LITIGATION SUPPORT

- (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.26 ASSIGNMENT AND ADMINISTRATION OF SUBCONTRACTS

- (a) Assignment of Subcontracts. The Government reserves the right to direct the Contractor to assign to the Government or another Contractor any subcontract awarded under this Contract, including lower-tier subcontracts. This Clause is required as a flow-down Clause in all subcontracts.
- (b) 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 (and Contractor agrees to accept) existing or future DOE prime contracts supporting site work to this Contract. The transfer of these prime contracts will be for administration purposes and in effect the transferred contracts will become subcontracts to this Contract. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the Contracting Officer prior to the transfer or assignment.
- (c) 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 unless assigned at the direction of the DOE.
- (d) 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.27 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) Regarding technical data and other intellectual property, the U.S. Department of Energy (DOE) may take possession of all technical data, including limited rights data and data obtained from subcontractors, licensors, and licensees, necessary to complete the project, as well as the designs, operation manuals, flowcharts, software, information, etc., necessary for performance of the work, in conformance with the purpose of this Contract. Proprietary data will be protected in accordance with the limited rights data 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 DOE 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 any licenses in any third party intellectual property for operations, remediation and closure of the facilities to DOE or such other third party as DOE may designate.

H.28 PRIVACY ACT SYSTEMS OF RECORDS

- (a) 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*.

<u>System No.</u>	<u>Title</u>
DOE-5	Personnel Records of Former Contractor Employees
DOE-11	Emergency Locator Records
DOE-13	Payroll & Locator Records
DOE-14	Report of Compensation
DOE-15	Payroll & Pay-Related Data for Employees of Terminated Contractors
DOE-23	Richland Property System
DOE-28	General Training Records
DOE-33	Personnel Medical Records
DOE-35	Personnel Radiation Exposure Records
DOE-40	Contractor Employees Insurance Claims
DOE-51	Employee and Visitor Access Control Records
DOE-53	Access Authorization for ADP Equipment
DOE-58	General Correspondence Files

- (b) The above list shall be revised by mutual agreement between the Contractor and the Contracting Officer as necessary to keep it current. A formal modification to the Contract is not required to incorporate these revisions; but the revisions become effective upon mutual agreement of the parties. The mutually agreed upon revisions shall have the same effect as if actually listed above for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the Section I Clause entitled, *FAR 52.224-2, Privacy Act*. The revisions will be formally incorporated per the next annual Contract update modification, unless added sooner by the Contracting Officer.

H.29 RESPONSIBLE CORPORATE OFFICIAL

The Contractor has provided a Guarantee of performance from its parent company in the form set forth in Section J Attachment entitled, *Performance Guarantee Agreement*. If the Contractor is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of this procurement, the parent companies of all the entities forming the new entity shall all provide Guarantees, which Guarantees shall provide for joint and severable liability for the performance of the Contractor. DOE may contact, as necessary, the single responsible corporate official

identified below, who is at an organizational level above the Contractor and who is accountable for the performance of the Contractor.

Name: Mark D. Fallon
Position: President, Nuclear Business Group
Company/Organization: CH2M Hill
Address: 9191 S. Jamaica Street, Englewood, CO 80112
Phone: 720-286-1252
Facsimile: 720-286-9590
Email: Mark.Fallon@ch2m.com

The Contractor shall notify the Contracting Officer in writing within 30 days of any change to the Responsible Corporate Official.

H.30 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. Within 90 days of Contract award and continuing throughout the Contract period of performance, the Contractor shall mentor at least one active Protégé company through 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.31 LOBBYING RESTRICTION (ENERGY AND WATER ACT 2006)

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 communication to Members of Congress as described in United States Code Title 18 Part 1913, *Lobbying with Appropriated Moneys*. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.32 COUNTERINTELLIGENCE (CI) SITE SPECIFIC REQUIREMENTS

Pursuant to Executive Order 12333, *United States Intelligence Activities* and DOE procedures for intelligence activities, it is DOE policy to protect programs, resources, facilities, and personnel from intelligence collection by or on behalf of international terrorists, foreign powers,

or entities and related threats through implementation of an effective, efficient Counterintelligence (CI) Program. DOE Order 475.1, *Counterintelligence Program*, reflects the current CI Program scope and requirements. These requirements are set forth locally in the Site CI Support Plan (SCSP). The local CI Program is managed and administered by the DOE Office of Intelligence and Counterintelligence, Directorate of Counterintelligence, Richland Regional Office (RLR-OCI) with the assistance of DOE organizations and contractors as identified in the SCSP. The Contractor agrees to fulfill the requirements of the SCSP.

H.33 SEPARATE CORPORATE ENTITY

The prime contractor under this Contract shall be a separate corporate entity established solely to perform Plateau Remediation 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.34 PERFORMANCE GUARANTEE AGREEMENT

The Contractor or the Contractor's parent organization(s) has (have) provided a Performance *Guarantee Agreement* in a manner and form acceptable to the Contracting Officer assuring the performance, duties, and responsibilities of the Contractor, including repayment of unearned provisional fee, will be satisfactorily fulfilled. The *Performance Guarantee Agreement*, August 17, 2007, is incorporated herein by reference and included as Contract Section J Attachment, entitled, *Performance Guarantee Agreement*.

H.35 WITHDRAWAL OF WORK

- (a) The Government may, at its option and during the performance of this Contract unilaterally have any of the work contemplated by Section C, *Statement of Work*, of this Contract performed by either another Contractor or to have the work performed by Government employees.
- (b) Work may be withdrawn:
 - (1) In order for the Government to conduct pilot programs;
 - (2) If the Contractor's estimated cost of the work is considered unreasonable;
 - (3) For less than satisfactory performance by the Contractor; or
 - (4) For any other reason deemed by the Contracting Officer to be in the best interests of the Government.
- (c) If the withdrawn work has been authorized under the Performance Measurement Baseline for the current year, the work shall be terminated in accordance with the procedures in the Section I Clause entitled, *FAR 52.249-6, Termination (Cost-Reimbursement)*.

- (d) If any work is withdrawn by the Contracting Officer, the Contractor agrees to fully cooperate with the new performing entity and to provide whatever support is required.

H.36 USE OF DOE FACILITIES

The Contractor may conduct programs of local community assistance to mitigate adverse impacts of closure or reconfiguration of U.S. Department of Energy (DOE) facilities. Such programs may provide for the lease or transfer of DOE property at less than fair market value in accordance with the *Hall Amendment* (Public Law 103-160, Sections 3154 and 3155). The Contracting Officer must approve, in writing, prior to any lease or transfer of DOE property under this program. Any lease or transfer of property under this program must also be approved and executed (issued) by the DOE Realty or Personal Property Officer, as appropriate.

H.37 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.38 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 minimal parent organization investment (in terms of its own resources, such as labor, material, overhead, etc.) in the Contract work. The Contract is largely financed by DOE advance payments, and DOE provides government-owned facilities, property, and other needed resources.

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.

- (b) The Contractor may propose, or DOE may require, parent organization support to:
 - (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.39 RESERVED

H.40 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 -- Alternate II* 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.41 HANFORD SITE RECREATION POLICY

The Contractor shall comply with the Hanford Site Recreation Policy. The Contractor shall flow-down applicable requirements of this Clause to any subcontractors.

H.42 HANFORD SITE SERVICES AND INTERFACE REQUIREMENTS MATRIX

(a) Definition

The Contractor may provide services to or receive services from other Hanford Site U.S. Department of Energy (DOE) prime contractors in performance of the scope of this Contract. The purpose of the Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix* (Matrix) is to identify the service provider and the associated, general interface obligations. The Matrix is not an all-inclusive listing of services that may be required or provided, however all services provided to another contractor shall fall within the scope of the provider's contract.

(b) Categories of Services

Services are identified in each Contract (see Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*) as either "Mandatory," or "Optional" for use by Hanford Site customers, including DOE and/or Site contractors and their subcontractors.

(1) "Mandatory" services are provided by the identified service provider to all users at the start of contract performance. If, for any reason, a service provider of a mandatory service cannot provide the required service to meet the requesting contractors' needs, the requesting contractor must obtain Contracting Officer approval, prior to obtaining the services from any other source.

(2) "Optional" services are services that have been historically discretionary and are considered non-compulsory at the time of Contract award.

(c) Interfaces

All "Information" interfaces (see Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*) are Mandatory.

(d) Requirement to Establish Controls

As set forth in the Section C, *Statement of Work* section entitled, *Interface Management*, the Plateau Remediation Contractor (PRC) shall provide input to the Mission Support Contractor (MSC) to facilitate MSC's development and maintenance of the *Hanford Site Interface Management Plan*. As part of this Plan, the Contractors shall include controlling agreements (e.g., Memoranda of Agreement) establishing effective control of interfaces and terms for the provision of services. At a minimum, controlling agreements shall define:

(1) The interface and/or the services work request elements, and service levels (quantity and delivery rates);

- (2) If applicable, the method and timing for charging costs associated with the service and the payment methods; and target performance measures for meeting required service levels;
- (3) Decision process and a rigorous dispute resolution process; and
- (4) Clear delineation of roles, responsibilities, accountabilities, and authorities.

(e) Controls

When services between prime contractors are offered and accepted, DOE does not expect the requesting prime contractor to review or otherwise validate top-level cross-cutting quality control, health, safety and/or environmental protection requirements mandated by the performing contractor's contract. The requesting prime contractor may assume that such contract requirements, e.g., Integrated Safety Management System, Quality Program/Plan are acceptable to DOE. The performing contractor shall be expected by DOE and the requesting Contractor to provide products or services in a manner that is consistent with the requirements of the performing prime contractor's contract, including quality assurance, health and safety and environmental compliance requirements, and the task instructions provided by the requesting contractor.

(f) Right of Access

Hanford Site Contractors shall, with coordination and adequate preparation, allow service-providing Contractors access to facilities to perform the service.

(g) Nuclear Safety

The Contractor shall coordinate with other contractors to establish a protocol for performing work within a nuclear facility that the Contractor is responsible for, or to perform work that affects the safety basis of a nuclear facility that the Contractor is responsible for. The Contractor shall provide all facility safety authorization basis and nuclear safety requirements that the other contractor will be responsible to comply with. The Contractor retains full responsibility for all workscope within the facilities assigned to the Contractor under this Contract.

(h) Updates to the Matrix

In cooperation with MSC and TOC, the PRC shall provide input to MSC for the annual update of the Matrix through the annual *Infrastructure and Services Alignment Plan* (ISAP) revision and Matrix update process as described in Section C Clause entitled, *Interface Management*.

If any Hanford Site contractor believes it is in DOE's best interest to change a "Mandatory" service to "Optional" so that it may be self-performed by the requestor or procured from a different source, the Contractor shall propose this change through the annual ISAP revision and Matrix update process. A written justification shall be provided showing how the change is in the best interest of the Government and include the impacts to users and the provider. If, at the unilateral discretion of the Contracting Officer, the decision is made to implement the proposed change, the change will not take affect until the Contractor receives Contracting Officer direction to implement the change. Contracting Officer rejection or delay of a proposed change shall not be the basis for a Request for Equitable Adjustment (REA) or subject to the Section I Clause entitled, *FAR 52.233-1, Disputes*.

(i) Payment of Services

Fee-for-Service providers shall provide to DOE and make available to the user an adequate basis for liquidation of the charge for usage-based, "Mandatory" services. Service rates will be developed based upon customer-projected usage.

(j) Responsibility for Delivery of Service

Contractors retain the responsibility to reach agreement on interfaces and for the appropriate delivery of services. The Government makes no guarantees or warranties regarding the delivery of services, and services between contractors shall not constitute government-furnished services or government-furnished information in accordance with Section C Clause entitled, *Government-Furnished Services and Information (GFS/I)*. The Government shall not be held responsible for the delivery or non-delivery of services between Hanford Site contractors. Contractors shall attempt to resolve any disputes regarding service interfaces and the provision of services among themselves. If contractors are unable to achieve a timely resolution of issues between themselves regarding interfaces or the appropriate delivery of services, contractors may seek direction from the Contracting Officer. To the extent contractors attempt to litigate disputes between themselves regarding interfaces or the appropriate delivery of services, all costs associated with such litigation shall be unallowable under this Contract.

H.43 RESERVED

H.44 TRANSFORMATIONAL ENERGY ACTION MANAGEMENT (TEAM) INITIATIVE

In support of the goals of the Department of Energy's Transformational Energy Action Management (TEAM) initiative, and the goals and objectives contained in Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management, the Contractor shall provide full and open access to the maximum extent practicable to DOE contracted Energy Service Companies (ESCOs) under Energy Savings Performance Contracts (ESPCs), facilitate on-site assessments of opportunities to improve the Site's energy efficiency, water reduction and renewable energy improvements, and shall provide assistance in reviewing ESCO recommendations. The Contractor shall define requirements necessary to be placed in ESPCs and participate in the creation of ESPCs. The Contractor shall ensure ESCO personnel are granted access pursuant to contractual requirements; monitor ESCO activities to ensure

that site safety and security requirements are adhered to; promptly provide information requested by ESCO personnel to assist them in developing viable recommendations; and, assist in the monitoring and execution of ESPC projects. When an ESCO is working in facilities under the control of the contractor, the ESCO shall work under the facility contractor's work control and safety program.

H.45 SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (FEB 2009)

Preamble:

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

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

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

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

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

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

Definitions:

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

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

(a) Flow Down Provision

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

(b) Segregation and Payment of Costs

Contractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where Recovery Act funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance. In accordance with clause G.1, Contract Administration, paragraph (d), draw downs on the Special Financial Institution Account shall clearly indicate work funded by the Recovery Act.

(c) Prohibition on Use of Funds

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

(d) Wage Rates

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

(e) Publication

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board (the Board). The Board may exclude posting contractual or other information on the

website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

(f) Registration requirements

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

(g) Utilization of Small Business

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

H.46 RESERVED

H.47 BASELINE AND REPORTING REQUIREMENTS FOR WORK PERFORMED UNDER THE RECOVERY ACT

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

Baseline Requirements

- (a) For purposes of this clause the "pre-definitized period" is defined as that timeframe from the date of execution of modification number A037 directing the contractor to begin the Recovery Act work until the work is definitized in accordance with the clause in Section H entitled "Modification Definitization." All requirements for plans and deliverables during the pre-definitized period shall be based on the definitization time period estimated in the "Modification Definitization" clause.
- (b) During the pre-definitized period, the contractor shall develop and deliver to the Contracting Officer the following:
 - (1) Within 30 days after execution of modification no. A037, the contractor shall provide a work plan for performance of that portion of the work specified in Section B expected to be performed during the 180-day period after execution of modification no. A037. This plan shall include the following:
 - (i) Product-oriented Work Breakdown Structure (WBS) and WBS dictionary in alignment with the statement of work, as modified for the Recovery Act work, to include performance of Recovery Act work totally within distinctly defined, separately tracked and uniquely managed WBS elements;

- (ii) Monthly spend plan consistent with the statement of work, completely segregating the non-Recovery Act work from the Recovery Act funded portions of the statement of work;
 - (iii) Crosswalk of statement of work WBS elements and associated planned milestones, metrics, and estimated costs (at least at a 50% confidence level), at the Activity Building Block (ABB) level, between the current base program/project Near-Term Baseline (NTB) and/or Out-year Planning Estimate Range (OPER) and the Recovery Act work;
 - (iv) Milestone list including, but not limited to, major hiring actions that create newly “created” or “retained” jobs by the contractor or first tier subcontractors in accordance with the clause in Section I, entitled “American Recovery and Reinvestment Act – Reporting Requirements,” key starts and completions, enforceable regulatory dates, approval of key regulatory decisions, project critical decisions, delivery of critical Government Furnished Services and Items; and
 - (v) Planned quarterly summary of jobs “created” or “retained” by the contractor and first tier subcontractors as defined in the Section I clause entitled “American Recovery and Reinvestment Act – Reporting Requirements.”
- (2) The contractor shall propose a Performance Baseline for the complete work specified in Section B in accordance with the requirements for submittal Deliverable C.3.1.2.2-1, Initial PRC Baseline. This baseline shall use control accounts that will be made up of work packages. The WBS elements at the lowest level should roll up within the WBS structure and clearly identify the entire work to be performed. The WBS shall clearly distinguish all non-Recovery Act work from all Recovery Act work. The proposed Performance Baseline shall include the following:
- (i) The contractor shall propose a performance baseline, that consists of the sum of the Performance Measurement Baseline, Management Reserve, and fee that represents a high confidence level (at least a 50% confidence level), for the work to be performed, including the pre-definitized period and the post-definitized period. The Performance Measurement Baseline shall be based upon the work and schedule included in modification no. A037 and the contractor’s cost proposal. A month-by-month baseline or budgeted cost of work scheduled (BCWS)/planned value (PV) must be developed for the complete Recovery Act work. This will be the original baseline for Recovery Act work and shall include all of the work by WBS, including both the pre- and post- definitized periods. The sum of estimated cost for the pre-definitized period, estimated cost for the post-definitized period shall equal the contractor’s proposed estimated cost for the Recovery Act work. This performance baseline is subject to independent project review and certification before approval by the government.
 - (ii) A network logic schedule utilizing Primavera will be developed at the activity level for each control account which includes milestones. The

schedule must be resource loaded and coded to allow summarization of lower level activities through the control account for the complete Recovery Act work.

- (iii) The Contractor's proposed Performance Measurement Baseline shall also include the planned quarterly summary of jobs "created" or "retained" by the contractor and first tier subcontractors as defined in the Section I clause entitled "American Recovery and Reinvestment Act – Reporting Requirements."

Deliverables supporting the Recovery Act performance baseline shall include all deliverables required under existing contract requirements, those Recovery Act deliverable and reporting requirements specified in the section I clause entitled "American Recovery and Reinvestment Act – Reporting Requirements." For all common deliverables, the data shall be clearly segregated and distinguished between non-Recovery Act work and Recovery Act work, as well as summing to complete contract totals.

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

- (3) The contractor shall support resolution of IPR or External Independent Review (EIR) corrective actions for the performance baseline submitted.
- (c) During the pre-definitized period, the contractor shall determine the budgeted cost of work scheduled (BCWS)/earned value (EV) for budgeted cost for work performed (BCWP)/planned value (PV) on a monthly basis utilizing measurable units associated with each activity in the schedule (e.g., square foot reduction, number of TRU shipments, foot print reduction, etc.), as appropriate, that will allow the reporting of the contractor's progress in accordance with the reporting requirements specified in the clause in Section H entitled "Special provisions relating to work funded under American Recovery and Reinvestment Act." The associated actual cost of work performed (ACWP)/actual cost (AC), cost and schedule variances and performance indices, and variance analyses shall be reported monthly. Performance against the Recovery Act performance baseline shall be tracked separately from other work under the contract funded by other appropriations.
- (d) Upon negotiation of the definitive modification to the contract, the performance baseline documentation submitted in accordance with paragraph b.2 above shall be revised by the contractor to reconcile cost estimates and WBS elements, if necessary, consistent with the definitive modification.

Reporting Requirements

- (e) Within 30 days of definitization of the Recovery Act work or as specified within the reporting requirement, the contractor shall begin reporting against the established performance baseline in accordance with the reporting requirements specified under existing contract requirements, those reporting requirements specified in the section I Clause entitled "American Recovery and Reinvestment Act – Reporting Requirements," *and those Recovery Act-unique deliverables listed below.* Performance against the

Recovery Act work shall be tracked and reported separately from other work under the contract funded by other appropriations.

- (f) These reports shall be provided to the Contracting Officer on a monthly basis.
- (1) Contract Performance Report (Refer to OMB No. 0704-0188 or DD FORM 2734/1, MAR 05): Format 1 - Work Breakdown Structure, Format 3 - Baseline, and Format 5 - Explanations and Problem Analyses.
 - (2) A Milestone report from Primavera reflecting status of all milestones being reported with columns for the scope, original planned date, current planned date, and the actual date the milestone was completed.
 - (3) A funds management report by Budgeting & Reporting (B&R) codes that identifies the amount of funds obligated to the contract and the amount of funds obligated to the contractor, and committed and expended by the contractor.
- (g) The Contractor will provide a weekly report for each Recovery Act subproject by close of business each Tuesday, beginning on the first Tuesday following execution of Modification M047. The Recovery Act Weekly Report will include the following items:
- (1) Accomplishments: The first section of the report documents accomplishments from the past week. This section will be organized by the five major project areas and include 100-300 word narratives of significant accomplishments for each project during the preceding week. Example topics of significant accomplishments include, but are not limited to: job fairs, hiring actions, training/mentoring actions, on-going field work, completed field work, contracting actions, safety accomplishments, hazard reduction, and cost savings (e.g., building going to cold, dark and dry saves \$X in S&M costs, etc.) When introduced, topics should be updated as required over time, so that a reader is not left with unresolved or uncompleted work /issue perceptions. The audience of this narrative is a member of the public interested in ARRA activities who is familiar with the Hanford Mission.

The Contractor shall submit approximately 3 photos of a particular activity in each subproject, provided there is field activity, along with caption information for each photo series. Significant field accomplishments should be noted. Photos must meet the following requirements:

- Can be released to the public,
- Directly relates to the narratives described above,
- Shows activity, employees, and is composed in a professional manner,
- Are embedded in the weekly report below the associated narrative and are at least 5" by 7" on the printed page, and
- Are also provided along with the weekly report as a separate file for each photo with 300 dpi resolution and JPEG (at least 5x7 in.) file format

The photos, when assembled over time, should represent the breadth of the subproject. Additionally, if “before” or “during” photos are submitted, “after” photos should also be submitted in a timely manner upon work completion.

For a minimum of one of the subprojects, provided there is field activity, submit a video that meets the following requirements:

- Is provided with an associated narrative along with the weekly report,
 - Can be released to the public,
 - Shows activity, employees, and is composed in a professional manner,
 - Is edited to show highlights of the activity and is 1-3 minutes in length,
 - Includes a full-screen title graphic at the beginning and end of the video that uses general terms for the title (e.g., Plutonium Finishing Plant D&D, Installation of Groundwater Treatment System), and
 - Is provided in two formats: DV-Cam tape and a DVD with two electronic files: a MPEG-2 electronic file, 720x480, highest quality setting (for archiving and further editing); and a WMV electronic file, 320x240, multi-bit rate (for posting to the web)
- (2) Significant Upcoming Events: The second section of the weekly report will consist of significant events expected in the next week. The description of the upcoming significant event will normally be less than approximately 50 words, with the audience be DOE-RL Assistant Managers and the DOE-RL Field Office manager. It is anticipated that the “Significant Upcoming Events” section of the weekly report will normally be approximately ¼ - ½ page long.
- (h) The Contractor shall provide an estimated date on which it is projected to reach the expenditure and/or obligation ceiling specified within the Section I Clause entitled, FAR 42.216-24, Limitation of Government Liability. The Contractor shall update its estimate within 30 calendar days of any modification to the limitation.
- (i) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that Recovery Act expenditures and/or obligations it expects to incur under this contract, when added to all costs previously incurred, will exceed:
- (1) 75 percent in the next 60 days, and
 - (2) 90 percent in the next 30 days
- of the total amount specified in the Section I Clause entitled, FAR 52.216-24, Limitation of Government Liability.

H.48 EMERGENCY PROCEDURES

This Clause supplements the “DOE-RL Emergency Plan Implementing Procedure,” DOE-0223, by clarifying the process for implementation of proposed changes listed in Section 3.20, Subsection 5.0 of this document. DOE-0223 is managed by the RL Security and Emergency Services organization. When updates to the Procedure need to be made, the Emergency

Preparedness points of contact from each represented company are provided drafts for review and are required to consult with the appropriate contractor staff in their respective organization to determine impacts to contractual requirements (e.g., work scope, cost, schedule). If there are impacts, the Contractor will immediately contact the RL Contracting Officer for direction.

H.49 PROJECT MANAGEMENT CONTROLS

(a) Project Control System

(1) Definition

The contractor shall support the establishment and maintenance of the Department of Energy Environmental Management Project Management Information System (EM PMIS) from which comprehensive, project-wide performance reports are generated. In addition, the contractor shall provide all necessary technical information and support to enable DOE to proceed with the Critical Decision process and enable DOE to meet the data requirements of the Integrated Planning, Accountability and Budgeting System.

(2) Acronyms

The following is a listing of acronyms and their meaning as used in this clause:

ACWP	Actual Cost of Work Performed
ANSI	American National Standards Institute
BCWS	Budgeted Cost of Work Scheduled
BCWP	Budgeted Cost of Work Performed
CPR	Contractor Performance Report
EDI	Electronic Data Interchange
EIA	Electronic Industry Association
EM	Environmental Management
ETC	Estimate to Complete
EV	Earned Value
IPABS	Integrated Planning, Accountability and Budgeting System
MR	Management Reserve
OBS	Organizational Breakdown Structure
PMIS	Project Management Information System
RDT&E	Research, Development, Testing and Evaluation
WBS	Work Breakdown Structure

(3) Data Requirements

In support of EM PMIS implementation and maintenance, the contractor shall provide the following data elements on a monthly basis:

- ANSI/EIA-748 Earned Value Metrics
- Earned Value Time-Phased Incremental Cost and Quantity Data
- Management Reserve Data
- Schedule Data
- Variance Analysis Data

- Risk Data

The required data elements shall be reported as provided by and consistent with the terms of the contract. In the absence of contractually specific reporting requirements, the contractor shall report the required data by the 15th business day following the report month (i.e., June data shall be reported by the 15th business day of July). Specific reporting requirements and formats follow. The contractor shall submit information for all data elements, as listed in the tables below.

ANSI/EIA-748 Earned Value Metrics

The contractor shall report monthly cost and schedule metrics by Work Breakdown Structure (WBS) and Organizational Breakdown Structure (OBS) against the approved Project Management Baseline. The reporting data elements are:

- Monthly BCWS, BCWP, ACWP, Cost and Schedule Variance
- Cumulative-to-Date BCWS, BCWP, ACWP, Cost and Schedule Variance
- Cost Budget at Complete
- Cost Estimate to Complete
- Reprogramming Adjustment – Cost Variance
- Reprogramming Adjustment – Budget

The reporting format is noted in Tables 3.6.1, 3.6.2, and 3.6.3, below.

Earned Value Time-Phased Incremental Cost and Quantity Data

The contractor shall report incremental cost and schedule performance data on a monthly basis by the lowest level of the WBS and OBS. The reporting data elements are:

- BCWS for the project duration
- BCWP from the project start through the current month
- ACWP from the project start through the current month
- ETC from the current month through the end of the project

The reporting format is noted in Table 3.1, below.

Management Reserve Data

The contractor shall report Management Reserve by WBS and OBS using the data elements *Transaction Date*, *Credit*, *Debit* and *Account Balance*. The reporting format is noted in Table 3.2, below.

Schedule Data

The contractor shall report Schedule data by WBS and OBS; the following data elements shall be reported:

- Type of Activity
- Early/Late Start
- Early/Late Finish
- Start and Finish constraints
- Durations
- Critical Path
- Total and Free Float
- % Complete
-

The reporting format is noted in Tables 3.3.1 and 3.3.2, below.

Variance Analysis Data

The contractor shall report variances by WBS and OBS that exceed 10%. The following data elements shall be reported:

- Monthly Cost and Schedule Variances and Performance Indices
- Cumulative-to-Date Cost and Schedule Variances and Performance Indices
- Variance at Completion
- Estimate at Completion and the Method of Calculation
- Narrative

The reporting format is noted in Tables 3.4.1 and 3.4.2, below.

Risk Data

The contractor shall report risk information by WBS and OBS by a minimum set of data elements that include, but not limited to the following:

- Type of Risk
- Probability of Occurrence
- Quantification of Risk
- Mitigation
- Status

The reporting format and current list of reportable fields is noted in Table 3.5 below.

EM PMIS REPORTING FORMAT TABLES

Table 3.1

Earned Value Time Phased Table				
Earned Value Time-phased Incremental Data for Each Period by WBS and OBS				
Field Name	Field Type	Length	Description	Reqd.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*

Earned Value Time Phased Table				
Earned Value Time-phased Incremental Data for Each Period by WBS and OBS				
Field Name	Field Type	Length	Description	Reqd.
WBSNUM	VARCHAR	35	WBS Element or ID	
OBSNUM	VARCHAR	50	OBS Element or ID	
ActNam	VARCHAR	16	Activity Name	
Resnam	VARCHAR	20	Resource Name	
Period	DATETIME		End Date of Period where Each cost is Time Phased	*
WBSDesc	VARCHAR	255	WBS Description	
OBSDesc	VARCHAR	255	OBS Description	
CINBCWWS	NUMERIC	16	Cost Incremental Planned Value/BCWS	*
CINBCWCP	NUMERIC	16	Cost Incremental Planned Value/BCWP	*
CINCAWWP	NUMERIC	16	Cost Incremental Planned Value/ACWP	*
CINCETC	NUMERIC	16	Cost Incremental ETC-Future from Status Date	*
QINBCWWS	NUMERIC	16	Quantity Incremental Planned Value/BCWS	
QINBCWCP	NUMERIC	16	Quantity Incremental Planned Value/BCWP	
QINCACWP	NUMERIC	16	Quantity Incremental Planned Value/ACWP	
QINCETC	NUMERIC	16	Quantity Incremental ETC-Future from Status Date	

Table 3.2

Earned Value Management Reserve Log Table				
Management Reserve Log				
Field Name	Field Type	Length	Description	Reqd.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
LogDate	DATETIME		Date of MR Change	*
WBSNUM	VARCHAR	35	WBS Element or ID	
OBSNUM	VARCHAR	50	OBS Element or ID	
ActNam	VARCHAR	16	Activity MR was applied to	
ResNam	VARCHAR	20	Resource MR was applied to	
CCREDIT	NUMERIC	16	Amount of Credit to MR	*
CBEBIT	NUMERIC	16	Amount of Debit to MR	*
CBALANCE	NUMERIC	16	Balance of MR after change	*
Narrative	TEXT		Text Description of MR change	
Document	OBJECT		Document Attachment	

Table 3.3.1

Schedule Activity Table				
Activity Schedule Date				
Field Name	Field Type	Length	Description	Reqd.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		Status Date	*
ActNam	VARCHAR	16	Activity Name or Code or ID	*
ActDesc	VARCHAR	255	Activity Description	
WBSNUM	VARCHAR	35	WBS Element	
OBSNUM	VARCHAR	50	OBS Element	
ActType	VARCHAR	1	Activity Type (A=Activity, S=Summary, M=Milestone, H=Hammock)	*
CURStrCon	VARCHAR	3	Current Start Constraint	
CURStrConDate	DATETIME		Current Start Constraint Date	
CURFinCon	VARCHAR	3	Current Finish Constraint	
CURFinConDate	DATETIME		Current Finish Constraint Date	
CURESDate	DATETIME		Current Early Start Date	
CUREFDate	DATETIME		Current Early Finish Date	
CURLSDate	DATETIME		Current Late Start Date	
CURLFDate	DATETIME		Current Late Finish Date	
CUR FreeFit	INT	4	Current Free Float (Days)	
CURTotalFit	INT	4	Current Total Float (Days)	
CURCrit	BOOLEAN	1	Current Critical Path	
CUROrgDur	INT	4	Current Original Duration (Days)	
CURRemDur	INT	4	Current Remaining Duration (Days)	
CURPctCmp	NUMERIC	16	Current Percent Complet	
BASStrCon	VARCHAR	3	Baseline Start Constraint	
BASStrConDate	DATETIME		Baseline Start Constraint Date	
BASFinCon	VARCHAR	3	Baseline Finish Constraint	
BASFinConDate	DATETIME		Baseline Finish Constraint Date	
BASESDate	DATETIME		Baseline Early Start Date	
BASEFDate	DATETIME		Baseline Early Finish Date	
BASLSDate	DATETIME		Baseline Late Start Date	
BASLFDate	DATETIME		Baseline Late Finish Date	
BASFreeFlt	INT	4	Baseline Free Float (Days)	
BASTotalFit	INT	4	Baseline Total Float (Days)	
BASCrit	BOOLEAN	1	Baseline Critical Path	
BASOrgDur	INT	4	Baseline Original Duration (Days)	
BASRemDur	INT	4	Baseline Remaining Duration (Days)	
BASPctCmp	NUMERIC	16	Baseline Percent	

Table 3.3.2

Schedule Relationship Table Activity Relationship Data				
Field Name	Field Type	Length	Description	Reqd.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		Status Date	*
ActNam	VARCHAR	16	Predecessor Activity Name or Code	*
ActNamRel	VARCHAR	16	Successor Activity Name or Code	*
CURRelType	VARCHAR	2	Current Relationship Type: FS = Finish to Start SS = Start to Start FF = Finish to Finish SF = Start to Finish HS = Hammock to Start HF = Hammock to Finish	*
CURLag	INT	4	Current Lag	*
BASRelType	VARCHAR	2	Baseline Relationship Type: FS = Finish to Start SS = Start to Start FF = Finish to Finish SF = Start to Finish HS = Hammock to Start HF = Hammock to Finish	*
BASLag	INT	4	Baseline Lag (Pos.)/Lead (Neg.)	*

Table 3.4.1

Earned Value Variance WBS Table Variance Analysis Data by WBS				
Field Name	Field Type	Length	Description	Reqd.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
WBSNUM	VARCHAR	35	WBS Element or ID	*
CINCSV	NUMERIC	16	Incremental Schedule Variance	
CINCCV	NUMERIC	16	Incremental Cost Variance	
CINCSPi	NUMERIC	16	Incremental Schedule Performance Index	
CINCCPI	NUMERIC	16	Incremental Cost Performance Index	
CCUMSV	NUMERIC	16	Cumulative Schedule Variance	
CCUMCV	NUMERIC	16	Cumulative Cost Variance	
CCUMSPi	NUMERIC	16	Cumulative Schedule Performance Index	
CCUMCPI	NUMERIC	16	Cumulative Cost Performance Index	

Earned Value Variance WBS Table Variance Analysis Data by WBS				
Field Name	Field Type	Length	Description	Reqd.
CVAC	NUMERIC	16	Variance at Complete	
CEIAC1	NUMERIC	16	Independent Estimate at Complete 1	
IEACIMeth	VARCHAR	50	Method of Calculation for IEAC 1	
CEIAC2	NUMERIC	16	Independent Estimate at Complete 2	
IEAC2Meth	VARCHAR	50	Method of Calculation for IEAC 2	
CIEAC3	NUMERIC	16	Independent Estimate at Complete 3	
IEAC3Meth	VARCHAR	50	Method of Calculation for IEAC 3	
CIEAC4	NUMERIC	16	Independent Estimate at Complete 4	
IEAC4Meth	VARCHAR	50	Method of Calculation for IEAC 4	
CIEAC5	NUMERIC	16	Independent Estimate at Complete 5	
IEAC5Meth	VARCHAR	50	Method of Calculation for IEAC 5	
Narrative	TEXT		Text of Variance Analysis	
Document	OBJECT		Document Attachment - Optional	

Table 3.4.2

Earned Value Variance WBS Table Variance Analysis Data by OBS				
Field Name	Field Type	Length	Description	Reqd.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
OBSNUM	VARCHAR	50	OBS Element or ID	*
CINCSV	NUMERIC	16	Incremental Schedule Variance	
CINCCV	NUMERIC	16	Incremental Cost Variance	
CINCSPi	NUMERIC	16	Incremental Schedule Performance Index	
CINCCPI	NUMERIC	16	Incremental Cost Performance Index	
CCUMSV	NUMERIC	16	Cumulative Schedule Variance	
CCUMCV	NUMERIC	16	Cumulative Cost Variance	
CCUMSPi	NUMERIC	16	Cumulative Schedule Performance Index	
CCUMCPI	NUMERIC	16	Cumulative Cost Performance Index	
CVAC	NUMERIC	16	Variance at Complete	
CEIAC1	NUMERIC	16	Independent Estimate at Complete 1	
IEACIMeth	VARCHAR	50	Method of Calculation for IEAC 1	
CEIAC2	NUMERIC	16	Independent Estimate at	

Earned Value Variance WBS Table Variance Analysis Data by OBS				
Field Name	Field Type	Length	Description	Reqd.
			Complete 2	
IEAC2Meth	VARCHAR	50	Method of Calculation for IEAC 2	
CIEAC3	NUMERIC	16	Independent Estimate at Complete 3	
IEAC3Meth	VARCHAR	50	Method of Calculation for IEAC 3	
CIEAC4	NUMERIC	16	Independent Estimate at Complete 4	
IEAC4Meth	VARCHAR	50	Method of Calculation for IEAC 4	
CIEAC5	NUMERIC	16	Independent Estimate at Complete 5	
IEAC5Meth	VARCHAR	50	Method of Calculation for IEAC 5	
Narrative	TEXT		Text of Variance Analysis	
Document	OBJECT		Document Attachment - Optional	

Table 3.5

Risk Log Table Risk Log Data				
Field Name	Field Type	Length	Description	Reqd.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
WBSNUM	VARCHAR	35	WBS Element or ID	
OBSNUM	VARCHAR	50	OBS Element or ID	
RiskCode	VARCHAR	50	Identifier Code for Risk Item	*
RiskType	VARCHAR	20	Type of Risk	*
Title	VARCHAR	255	Title of Risk Item	*
RiskDate	DATEIME		The date the risk was identified in the risk management system	*
RemainAmt	VARCHAR	3	Will the remaining amount be adequate for project closeout?	
Mitigation	TEXT		Risk Mitigation Plan	
Probability	NUMERIC	16	Risk Probability	
Consequence	TEXT		Risk Impact/Consequence	
Quantity	NUMERIC	16	Quantification of Risk	
UnitofMeasure	VARCHAR	50	Unit of Measure for Quantity	
Closed	BOOLEAN	1	Risk Item Open (No) or Closed (Yes)	*
Status	TEXT		Risk Status	
Narrative	TEXT		Text Description of Risk	
Document	OBJECT		Document Attachment - Optional	

Table 3.6.1

Earned Value Contractor Performance Reporting Header Table Contract and Project CPR Header Information				
Field Name	Field Type	Length	Description	Req.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
ProjDsc	VARCHAR	255	Project Description	
ConNum	VARCHAR	50	Contract Number	
ConTyp	VARCHAR	4	Contract Types: CPAF – Cost Plus Award Fee CPFF – Cost Plus Fixed Fee CPIF – Cost Plus Incentive Fee CPP – Cost Plus Percentage CPE – Cost Plus Expenses FPE – Fixed Price Escalation FPI – Fixed Price Incentive FFP – Firm Fixed Price T&M – Time and Materials	
ProgType	VARCHAR	50	Program Type (RDT&E, Production, RDT&E and Production, Advanced Design, Demonstration Validation, Full Scale Development, etc)	
Security	VARCHAR	50	Security Classification (Competition Sensitive, Unclassified, Confidential, Secret, Top Secret)	
QCON	INT	4	Quantity Contracted (For Production Contracts)	
ShrNum	INT	4	Share Number	
ShrQut	INT	4	Share Quotient	
TrgtPct	NUMERIC	16	Target Fee/Percent	
Factor	INT	4	Factor for costs (100, 1000, 1000000, etc) - Applies to all tables	
CNEGCST	NUMERIC	16	Negotiated Cost	
CAUWCST	NUMERIC	16	Authorized Un-priced Work	
CTGTPRC	NUMERIC	16	Target Price	
CESTPRC	NUMERIC	16	Estimated Price	
CCONCEIL	NUMERIC	16	Contract Ceiling	
CESTCEIL	NUMERIC	16	Estimated Contract Ceiling	
CTGTCST	NUMERIC	16	Original Target Cost	
CNEGCHG	NUMERIC	16	Negotiated Contract Changes	
CCONBGT	NUMERIC	16	Contract Budget Base	
CTOTBGT	NUMERIC	16	Total Allocated Budget	
CESTEACBEST	NUMERIC	16	EAC Best Case Estimate	

Earned Value Contractor Performance Reporting Header Table Contract and Project CPR Header Information				
Field Name	Field Type	Length	Description	Req.
CESTEACW RST	NUMERIC	16	EAC Worst Case Estimate	
CESTEACLIK E	NUMERIC	16	EAC Most Likely Estimate	
ConStrDate	DATETIME		Contract Start Date	
EstCmpDate	DATETIME		Estimated Completion Date	
ConDefDate	DATETIME		Contract Definitization Date	
LstDelDate	DATETIME		Last Item Delivery Date	
ConCmpDate	DATETIME		Contract Completion Date	
MR	NUMERIC	16	Original Management Reserve	
MRLRE	NUMERIC	16	Current Management Reserve	
UB	NUMERIC	16	Original Undistributed Budget	
UBLRE	NUMERIC	16	Current Undistributed Budget	

Table 3.6.2

Earned Value Contractor Performance Reporting Format Table 1 Cumulative and Incremental Data By WBS				
Field Name	Field Type	Length	Description	Req.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
WBSNUM	VARCHAR	35	WBS Element or ID	*
WBSDesc	VARCHAR	255	WBS Description	
WBSParent	VARCHAR	35	Parent WBS Element - Leave Blank for top level WBS (there should be only one top level WBS)	
WBSLevel	INT	4	Level in WBS Structure	*
CINBCWS	NUMERIC	16	Cost Incremental Planned Value/BCWS (current period)	*
CINBCWP	NUMERIC	16	Cost Incremental Earned Value/BCWP (current period)	*
CINACWP	NUMERIC	16	Cost Incremental Actual Value/ACWP (current period)	*
CCUMBCWS	NUMERIC	16	Cost Cumulative Planned Value/BCWS (to date)	*
CCUMBCWP	NUMERIC	16	Cost Cumulative Earned Value/BCWP (to date)	*
CCUMACWP	NUMERIC	16	Cost Cumulative Actual Value/ACWP (to date)	*
CBAC	NUMERIC	16	Cost Budget At Complete	*
CEAC	NUMERIC	16	Cost Estimate At Complete	*
CETC	NUMERIC	16	Cost Estimate To Complete	*
CRPGVAR	NUMERIC	16	Cost Reprogramming	

Earned Value Contractor Performance Reporting Format Table 1 Cumulative and Incremental Data By WBS				
Field Name	Field Type	Length	Description	Req.
			Adjustment To Variance	
CRPGBCWS	NUMERIC	16	Cost Reprogramming Adjustment To Budget	
QINBCWSP	NUMERIC	16	Quantity Incremental Planned Value/BCWS (current period)	
QINBCWCP	NUMERIC	16	Quantity Incremental Earned Value/BCWP (current period)	
QINBCACP	NUMERIC	16	Quantity Incremental Actual Value/ACWP (current period)	
QCUMBCWSP	NUMERIC	16	Quantity Cumulative Planned Value/BCWS (to date)	
QCUMBCWCP	NUMERIC	16	Quantity Cumulative Earned Value/BCWP (to date)	
QCUMBCACP	NUMERIC	16	Quantity Cumulative Actual Value/ACWP (to date)	
QBAC	NUMERIC	16	Quantity Budget At Complete	
QEAC	NUMERIC	16	Quantity Estimate At Complete	
QETC	NUMERIC	16	Quantity Estimate To Complete	
QRPVVAR	NUMERIC	16	Quantity Reprogramming Adjustment To Variance	
QRPVBCWS	NUMERIC	16	Quantity Reprogramming Adjustment To Budget	

Table 3.6.3

Earned Value Contractor Performance Reporting Format Table 2 Cumulative and Incremental Data By OBS				
Field Name	Field Type	Length	Description	Req.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
OBSNUM	VARCHAR	50	OBS Element or ID	*
OBSDesc	VARCHAR	255	OBS Description	
OBSParent	VARCHAR	50	Parent OBS Element - Leave Blank for top level OBS (there should be only one top level OBS)	
OBSLevel	INT	4	Level in OBS Structure	*
CINBCWSP	NUMERIC	16	Cost Incremental Planned Value/BCWS (current period)	*
CINBCWCP	NUMERIC	16	Cost Incremental Earned Value/BCWP (current period)	*
CINBCACP	NUMERIC	16	Cost Incremental Actual Value/ACWP (current period)	*
CCUMBCWSP	NUMERIC	16	Cost Cumulative Planned	*

Earned Value Contractor Performance Reporting Format Table 2 Cumulative and Incremental Data By OBS				
Field Name	Field Type	Length	Description	Req.
			Value/BCWS (to date)	
CCUMBCWP	NUMERIC	16	Cost Cumulative Earned Value/BCWP (to date)	*
CCUMACWP	NUMERIC	16	Cost Cumulative Actual Value/ACWP (to date)	*
CBAC	NUMERIC	16	Cost Budget At Complete	*
CEAC	NUMERIC	16	Cost Estimate At Complete	*
CETC	NUMERIC	16	Cost Estimate To Complete	*
CRPGVAR	NUMERIC	16	Cost Reprogramming Adjustment To Variance	
CRPGBCWS	NUMERIC	16	Cost Reprogramming Adjustment To Budget	
QINBCWS	NUMERIC	16	Quantity Incremental Planned Value/BCWS (current period)	
QINBCWP	NUMERIC	16	Quantity Incremental Earned Value/BCWP (current period)	
QINACWP	NUMERIC	16	Quantity Incremental Actual Value/ACWP (current period)	
QCUMBCWS	NUMERIC	16	Quantity Cumulative Planned Value/BCWS (to date)	
QCUMBCWP	NUMERIC	16	Quantity Cumulative Earned Value/BCWP (to date)	
QCUMACWP	NUMERIC	16	Quantity Cumulative Actual Value/ACWP (to date)	
QBAC	NUMERIC	16	Quantity Budget At Complete	
QEAC	NUMERIC	16	Quantity Estimate At Complete	
QETC	NUMERIC	16	Quantity Estimate To Complete	
QRPVAR	NUMERIC	16	Quantity Reprogramming Adjustment To Variance	
QRPBCWS	NUMERIC	16	Quantity Reprogramming Adjustment To Budget	

PART II – CONTRACT CLAUSES

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.arnet.gov/far/>

<http://professionals.pr.doe.gov/>

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.2	FAR 52.202-1	Definitions (Jul 2004) as modified by DEAR 952.202-1 (Mar 2002)	None
I.3	FAR 52.203-3	Gratuities (Apr 1984)	None
I.4	FAR 52.203-5	Covenant Against Contingent Fees (Apr 1984)	None
I.5	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (Sept 2006)	None
I.6	FAR 52.203-7	Anti-Kickback Procedures (Jul 1995)	None
I.7	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)	None
I.8	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)	None
I.9	FAR 52.203-12	Limitations on Payments to Influence Certain Federal Transactions (Sept 2005)	None
I.9-A	FAR 52.203-15	Whistleblower Protections Under The American Recovery And Reinvestment Act Of 2009 (Mar 2009)	
I.10	FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)	None
I.11	FAR 52.204-7	Central Contractor Registration (Jul 2006)	None
I.12	FAR 52.204-9	Personal Identity Verification of Contractor Personnel (Nov 2006)	None
I.12-A	FAR 52.204-11	American Recovery And Reinvestment Act – Reporting Requirements (Mar 2009)	
I.13	FAR 52.208-9	Contractor Use of Mandatory Sources of Supply or Services (Jun 2006)	None
I.14	FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (Sept 2006)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.15	FAR 52.215-2	52-215-2 Audit and Records – Negotiation (JUN 1999) Alt I (Mar 2009)	None
I.16	FAR 52.215-8	Order of Precedence – Uniform Contract Format (Oct 1997)	None
I.17	FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (Oct 1997)	None
I.18	FAR 52.215-13	Subcontractor Cost or Pricing Data – Modifications (Oct 1997)	None
I.19	FAR 52.215-14	Integrity of Unit Prices (Oct 1997)	None
I.20	FAR 52.215-15	Pension Adjustments and Asset Reversions (Oct 2004)	None
I.21	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)	None
I.22	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)	None
I.23	FAR 52.215-19	Notification of Ownership Changes (Oct 1997) (<i>see full text version in Section I</i>)	None
I.24	FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications (Oct 1997) Alternate III (Oct 1997)	None
I.24-A	(Reserved)	(Reserved)	None
I.25	FAR 52.217-8	Option to Extend Services (Nov 1999)	180 to 30 days prior to the expiration date of this Contract
I.26	FAR 52.217-9	Option to Extend the Term of the Contract (Mar 2000)	(a) 180 days prior to the expiration date of this Contract 60 (c) 10 years excluding the Transition Period
I.27	FAR 52.219-4	Notice of Price Evaluation Preference for HUBZONE Small Business Concerns (Jul 2005)	(c) Offeror fill-in (N/A)
I.28	FAR 52.219-8	Utilization of Small Business Concerns (May 2004)	None
I.29	FAR 52.219-9	Small Business Subcontracting Plan (Sept 2006) – Alternate II (Oct 2001)	None
I.30	FAR 52.219-16	Liquidated Damages – Subcontracting Plan (Jan 1999)	None
I.31	FAR 52.219-25	Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Oct 1999)	None
I.32	FAR 52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.33	FAR 52.222-2	Payment for Overtime Premiums (Jul 1990)	(a) The percentage specified in the Section H Clause entitled, <i>Overtime Control Plan</i>
I.34	FAR 52.222-3	Convict Labor (Jun 2003)	None
I.35	FAR 52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (Jul 2005)	None
I.36	FAR 52.222-6	Davis-Bacon Act (Jul 2005)	None
I.37	FAR 52.222-7	Withholding of Funds (Feb 1988)	None
I.38	FAR 52.222-8	Payrolls and Basic Records (June 2010)	None
I.39	FAR 52.222-9	Apprentices and Trainees (Jul 2005)	None
I.40	FAR 52.222-10	Compliance with Copeland Act Requirements (Feb 1988)	None
I.41	FAR 52.222-11	Subcontracts (Labor Standards) (Jul 2005)	None
I.42	FAR 52.222-12	Contract Termination – Debarment (Feb 1988)	None
I.43	FAR 52.222-13	Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)	None
I.44	FAR 52.222-14	Disputes Concerning Labor Standards (Feb 1988)	None
I.45	FAR 52.222-15	Certification of Eligibility (Feb 1988)	None
I.46	FAR 52.222-16	Approval of Wage Rates (Feb 1988)	None
I.47	FAR 52.222-17	Labor Standards for Construction Work—Facilities Contracts (Feb 1988)	None
I.48	FAR 52.222-20	Walsh-Healy Public Contracts Act (Dec 1996)	None
I.49	FAR 52.222-21	Prohibition of Segregated Facilities (Feb 1999)	None
I.50	FAR 52.222-26	Equal Opportunity (Apr 2002)	None
I.51	FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (Feb 1999)	None
I.52	FAR 52.222-30	Davis-Bacon Act—Price Adjustment (None or Separately Specified Method) (Dec 2001)	None
I.53	FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)	None
I.54	FAR 52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)	None
I.55	FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)	None
I.56	(Reserved)	(Reserved)	None
I.56-A	FAR 52.222-40	Notification of Employee Rights under the National Labor Relations Act (Dec 2010) (<i>see full text version in Section I</i>)	None
I.57	FAR 52.222-41	Service Contract Act of 1965, As Amended (Jul 2005)	None
I.58	FAR 52.222-42	Statement of Equivalent Rates for Federal Hires (May 1989) (<i>see full text version in Section I</i>)	Fill-in information is underlined in full text

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.59	FAR 52.222-50	Combating Trafficking in Persons (Apr 2006)	None
I.59-A	FAR 52.222-54	Employment Eligibility Verification	None
I.60	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)	(b) Offeror fill-in
I.61	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)	None
I.62	FAR 52.223-10	Waste Reduction Program (Aug 2000)	None
I.63	FAR 52.223-11	Ozone-Depleting Substances (May 2001) (<i>see full text version in Section I</i>)	(b) Offeror fill-in
I.64	FAR 52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)	None
I.65	FAR 52.223-14	Toxic Chemical Release Reporting (Aug 2003)	None
I.65-A	FAR 52.223-15	Energy Efficiency in Energy-Consuming Products (Dec 2007)	None
I.65-B	FAR 52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007)	None
I.66	FAR 52.224-1	Privacy Act Notification (Apr 1984)	None
I.67	FAR 52.224-2	Privacy Act (Apr 1984)	None
I.68	FAR 52.225-1	Buy American Act – Supplies (Jun 2003)	None
I.69	FAR 52.225-11	Buy American Act – Construction Materials Under Trade Agreements (Nov 2006) (<i>see full text version in Section I</i>)	(b) (3) None (d) Offeror fill-in
I.70	FAR 52.225-13	Restrictions on Certain Foreign Purchases (Feb 2006)	None
I.70-A	FAR 52.225-21	Required Use of American Iron, Steel, and Other Manufacturing Goods – Buy American Act – Construction Materials (Mar 2009)	Fill-ins subject to definitization of Change Order #15
I.70-B	FAR 52.225-22	Notice of Required Use of American Iron, Steel, and Other Manufactured Goods – Buy American Act – Construction Materials (Mar 2009)	Fill-ins subject to definitization of Change Order #15
I.70-C	FAR 52.225-23	Required Use of American Iron, Steel, and Other Manufactured Goods – Buy American Act – Construction Materials Under Trade Agreements (Mar 2009)	Fill-ins subject to definitization of Change Order #15
I.70-D	FAR 52.225-24	Notice of Required Use of American Iron, Steel, and Other Manufactured Goods – Buy American Act – Construction Materials Under Trade Agreements (Mar 2009)	Fill-ins subject to definitization of Change Order #15
I.71	(Reserved)	(Reserved)	None
I.72	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)	None
I.73	FAR 52.227-3	Patent Indemnity (Apr 1984)	None
I.74	FAR 52.227-9	Refunds of Royalties (Apr 1984)	None
I.75	FAR 52.230-2	Cost Accounting Standards (Apr 1998)	None
I.76	FAR 52.230-6	Administration of Cost Accounting Standards (Apr 2005)	None
I.77	FAR 52.232-9	Limitation on Withholding of Payments (Apr 1984)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.78	FAR 52.232-12	Advance Payments (May 2001) Alternate II (May 2001) (see full text version in Section I)	(a), (b), (c) (e), (p) (8), (13), (14). Fill-in information is underlined in full text
I.79	FAR 52.232-17	Interest (Jun 1996)	None
I.80	FAR 52.232-18	Availability of Funds (Apr 1984)	None
I.81	FAR 52.232-22	Limitation of Funds (Apr 1984)	None
I.82	FAR 52.232-24	Prohibition of Assignment of Claims (Jan 1986)	None
I.83	FAR 52.232-25	Prompt Payment (Oct 2003) – Alternate I (Feb 2002)	None
I.84	FAR 52.232-33	Payment of Electronic Funds Transfer – Central Contractor Registration (Oct 2003)	None
I.85	FAR 52.233-1	Disputes (Jul 2002) – Alternate I (Dec 1991)	None
I.86	FAR 52.233-3	Protest After Award (Aug 1996) – Alternate I (Jun 1985)	None
I.87	FAR 52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	None
I.88	FAR 52.234-4	Earned Value Management System (Jul 2006)	(g) AREVA Federal Services, LLC; East Tennessee Materials and Energy Corporation, Inc.; Fluor Federal Services, Inc.; and future subcontractors that meet the definition of teaming subcontractors as defined in FAR 9.6.
I.89	FAR 52.236-2	Differing Site Conditions (Apr 1984)	None
I.90	FAR 52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984)	None
I.91	FAR 52.236-5	Material and Workmanship (Apr 1984)	None
I.92	FAR 52.236-7	Permits and Responsibilities (Nov 1991)	None
I.93	FAR 52.236-18	Work Oversight in Cost Reimbursement Construction Contracts (Apr 1984)	None
I.94	FAR 52.236-19	Organization and Direction of the Work (Apr 1984)	None
I.95	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	None
I.96	FAR 52.237-3	Continuity of Services (Jan 1991)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.97	FAR 52.239-1	Privacy or Security Safeguards (Aug 1996)	None
I.98	FAR 52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	None
I.99	FAR 52.242-3	Penalties for Unallowable Costs (May 2001)	None
I.100	FAR 52.242-4	Certification of Final Indirect Costs (Jan 1997)	None
I.101	FAR 52.242-13	Bankruptcy (Jul 1995)	None
I.102	FAR 52.243-2	Changes – Cost Reimbursement (Aug 1987) – Alternate II (Apr 1984), Alternate III (Apr 1984), and Alternate IV (Apr 1984)	None
I.102-A	FAR 52.243-6	Change Order Accounting	None
I.103	FAR 52.243-7	Notification of Changes (Apr 1984)	(b) 10 (d) 30
I.104	FAR 52.244-2	Subcontracts (Aug 1998) – Alternate I (Jan 2006)	(e) N/A (k) N/A
I.105	FAR 52.244-5	Competition in Subcontracting (Dec 1996)	None
I.106	FAR 52.244-6	Subcontracts for Commercial Items (Sept 2006)	None
I.107	FAR 52.245-1	Government Property (Aug 2010) Alternate I (Aug 2010)	None
I.108	FAR 52.246-25	Limitation of Liability – Services (Feb 1997)	None
I.109	FAR 52.247-1	Commercial Bill of Lading Notations (Feb 2006)	(a) Department of Energy (b) Department of Energy Contract No. DE-AC06-08RL14788, the Contract Administration Office specified in the Section G Clause entitled, <i>Contract Administration</i>
I.110	FAR 52.247-63	Preference for U.S.-Flag Air Carriers (Jun 2003)	None
I.111	FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)	None
I.112	FAR 52.247-67	Submission of Commercial Transportation Bills to the General Services Administration for Audit (Feb 2006) (<i>see full text version in Section I</i>)	(c) Fill-in information is underlined in full text
I.113	FAR 52.247-68	Report of Shipment (REPSHIP) (Feb 2006)	None
I.114	FAR 52.249-6	Termination (Cost Reimbursement) (May 2004)	None
I.115	FAR 52.249-14	Excusable Delays (Apr 1984)	None
I.116	FAR 52.251-1	Government Supply Sources (Apr 1984) Alternate I (Apr 1984)	None
I.117	FAR 52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.118	FAR 52.252-6	Authorized Deviations in Clauses (Apr 1984) (<i>see full text version in Section I</i>)	(b) Fill-in information is underlined in full text
I.119	FAR 52.253-1	Computer Generated Forms (Jan 1991)	None
I.120	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	None
I.121	DEAR 952.204-2	Security Requirements (May 2002)	None
I.122	DEAR 952.204-70	Classification/Declassification (Sep 1997)	None
I.123	DEAR 952.204-75	Public Affairs (Dec 2000)	None
I.124	DEAR 952.208-7	Tagging of Leased Vehicles (Apr 1984)	None
I.125	DEAR 952.208-70	Printing (Apr 1984)	None
I.126	DEAR 952.209-72	Organizational Conflicts of Interest Alternate I (Jun 1997)	None
I.127	DEAR 952.215-70	Key Personnel (Dec 2000)	None
I.128	FAR 52.216-7/ DEAR 952.216-7	Allowable Cost and Payment (Dec 2002); Alternate II	(a) (3) 30 th
I.129	DEAR 952.217-70	Acquisition of Real Property (Apr 1984)	None
I.130	DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	None
I.131	DEAR 952.224-70	Paperwork Reduction Act (Apr 1994)	None
I.132	DEAR 952.226-74	Displaced Employee Hiring Preference (Jun 1997)	None
I.133	DEAR 952.227-82	Rights to Proposal Data (Apr 1994)	Offeror fill-in
I.134	DEAR 952.231-71	Insurance -- Litigation and Claims (Apr 2002)	None
I.135	DEAR 952.242-70	Technical Direction (Dec 2000)	None
I.136	DEAR 952.247-70	Foreign Travel (Dec 2000)	None
I.137	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (Jun 1996)	None
I.138	DEAR 952.251-70	Contractor Employee Travel Discounts (Dec 2000)	None
I.139	DEAR 970.5203-1	Management Controls (Dec 2000)	None
I.140	DEAR 970.5204-2	Laws, Regulations, and DOE Directives (Dec 2000)	None
I.141	DEAR 970.5204-3	Access to and Ownership of Records (Jul 2005)	(b)(1) through (b)(5) are Contractor-owned records.
I.142	DEAR 970.5217-1	Work for Others Program (Jan 2005)	None
I.143	DEAR 970.5223-1	Integration of Environment, Safety, and Health Into Work Planning and Execution (Dec 2000)	None
I.144	DEAR 970.5223-4	Workplace Substance Abuse Programs at DOE Sites (Dec 2000)	None
I.145	DEAR 970.5223-5	DOE Motor Vehicle Fleet Fuel Efficiency (Oct 2003)	None
I.146	DEAR 970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Dec 2000)	None
I.147	DEAR 970.5226-3	Community Commitment (Dec 2000)	None
I.148	DEAR 970.5227-1	Rights in Data – Facilities (Dec 2000)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.149	DEAR 970.5227-4	Authorization and Consent (Aug 2002)	None
I.150	DEAR 970.5227-6	Patent Indemnity-Subcontracts (Dec 2000)	None
I.151	DEAR 970.5227-9	Notice of Right to Request Patent Waiver (Dec 2000)	None
I.152	DEAR 970.5227-10	Patent Rights – Management and Operating Contracts, Non-Profit Organization or Small Business Firm Contractor (Aug 2002)	None
I.153	DEAR 970.5227-11	Patent Rights – Management and Operating Contracts, For-Profit Contractor, Non-Technology Transfer (Dec 2000)	None
I.154	DEAR 970.5229-1	State and Local Taxes (Dec 2000)	None
I.155	DEAR 970.5231-4	Preexisting Conditions (Dec 2000) Alternate II (Dec 2000)	the first day of the base period as defined in Clause F.1 (b)
I.156	DEAR 970.5232-3	Accounts, Records, and Inspection (Dec 2000), Alternate II (Dec 2000)	None
I.157	DEAR 970.5232-5	Liability with Respect to Cost Accounting Standards (Dec 2000)	None
I.158	DEAR 970.5232-6	Work for Others Funding Authorization (Dec 2000)	None

I.9-A FAR 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)

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

I.12-A FAR 52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT—REPORTING REQUIREMENTS (JUL 2010)

- (a) Definitions. For definitions related to this clause (e.g., contract, first-tier subcontract, total compensation, etc.) see the Frequently Asked Questions (FAQs) available at http://www.whitehouse.gov/omb/recovery_faqs_contractors . These FAQs are also linked under <http://www.FederalReporting.gov> .
- (b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

- (c) Reports from Contractor for all work funded, in whole or in part, by the Recovery Act, are due no later than the 10th day following the end of each calendar quarter. The Contractor shall review the Frequently Asked Questions (FAQs) for Federal Contractors before each reporting cycle and prior to submitting each quarterly report as the FAQs may be update from time-to-time. The first report is due not later than the 10th day after the end of the calendar quarter in which the Contractor received the award. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter. For information on when the Contractor shall submit its final report, see http://www.whitehouse.gov/omb/recovery_faqs_contractors .
- (d) The Contractor shall report the following information, using the online reporting tool available at <http://www.FederalReporting.gov> .
- (1) The Government contract and order number, as applicable.
 - (2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.
 - (3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.
 - (4) Program or project title, if any.
 - (5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.
 - (6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.
 - (7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the Contractor's and first-tier subcontractors' workforce for all first-tier subcontracts valued at \$25,000 or more. At a minimum, the contractor shall provide—
 - (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
 - (ii) An estimate of the number of jobs created and jobs retained by the prime Contractor and all first-tier subcontracts valued at \$25,000 or more, in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at http://www.whitehouse.gov/omb/recovery_faqs_contractors .

- (8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—
 - (i) In the Contractor's preceding fiscal year, the Contractor received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.
- (10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is valued at \$25,000 or more and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in paragraphs (d)(10)(i), (ix), (x), (xi)m and (xii) of this section to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The Contractor shall provide detailed information on these first-tier subcontracts as follows:
 - (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
 - (ii) Name of the subcontractor.
 - (iii) Amount of the subcontract award.
 - (iv) Date of the subcontract award.
 - (v) The applicable North American Industry Classification System (NAICS) code.
 - (vi) Funding agency.

- (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (viii) Subcontract number (the contract number assigned by the prime contractor).
- (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—
 - (A) In the subcontractor's preceding fiscal year, the subcontractor received—
 - (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (xii) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the subcontractor's workforce. At a minimum, the subcontractor shall provide—
 - (A) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the subcontractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
 - (B) An estimate of the number of jobs created and jobs retained by the subcontractor in the United States and outlying areas. A job cannot be reported as both created and retained. See an example

of how to calculate the number of jobs at
http://www.whitehouse.gov/omb/recovery_faqs_contractors .

I.15 FAR 52-215-2 AUDIT AND RECORDS – NEGOTIATION (JUN 1999) ALT I (MAR 2009)

- (a) As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.
- (c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to --
 - (1) The proposal for the contract, subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the contract, subcontract, or modification; or
 - (4) Performance of the contract, subcontract or modification.
- (d) *Comptroller General or Inspector General.*
 - (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, shall have access to and the right to—
 - (i) Examine any of the Contractor’s or any subcontractor’s records that pertain to and involve transactions relating to this contract or a subcontract hereunder; and
 - (ii) Interview any officer or employee regarding such transactions.

- (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating --
 - (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
 - (2) The data reported.
- (f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition --
 - (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
 - (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (g) (1) Except as provided in paragraph (g)(2) of this clause, the Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.
 - (2) The authority of the Inspector General under paragraph (d)(1)(ii) of this clause does not flow down to subcontracts.

I.23 FAR 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).

I.24-A (Reserved)

I.56 (Reserved)

I.56-A FAR 52.222-40, NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

- (a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the national Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).
- (1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

- (2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."
- (b) This required employee notice, printed by the Department of Labor, may be—
- (1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Provided by the Federal contracting agency if requested;
 - (3) Downloaded from the Office of Labor-management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm> ; or
 - (4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.
- (c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.
- (d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.
- (e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4 Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.
- (f) Subcontracts.
- (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

- (2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.
- (3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.
- (4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.58 FAR 52.222-42, STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: *It is not a Wage Determination*

Employee Class	Monetary Wage—Fringe Benefits
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Equivalent Federal Hire Classifications, Wages, and Benefit programs are described on the Office of Personnel Management web site at www.opm.gov.

I.59-A FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

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

“Commercially available off-the-shelf (COTS) item”—

- (1) Means any item of supply that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition at [2.101](#));
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, 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. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at [22.1803](#). An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in [2.101](#), entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in [8 U.S.C. 1101\(a\)\(38\)](#), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—
 - (i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
 - (iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

- (i) *All new employees.*
 - (A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
 - (B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
 - (ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (3) If the Contractor is an institution of higher education (as defined at [20 U.S.C. 1001\(a\)](#)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
- (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

- (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for—
 - (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction;
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

I.63 FAR 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).

I.69 FAR 52.225-11, BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2006)

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

“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.

“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, 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, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);
- (2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore);
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, 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, Costa Rica, Dominica, Dominican Republic, 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; or
- (2) A construction material manufactured in the United States, if 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.

“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 addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.
- (2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.
- (3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

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) ¹
Item 1:			
Foreign construction material
Domestic construction material
Item 2:			
Foreign construction material
Domestic construction material

¹ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

I.70-A FAR 52.225-21 REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURING GOODS – BUY AMERICAN ACT – CONSTRUCTION MATERIALS (MAR 2009)

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

“*Construction material*” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free trade agreement (FTA) country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of an FTA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

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

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

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);
- (2) A Free Trade Agreement country (FTA)(Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea,

Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

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

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

“United States” means the 50 States, the District of Columbia, and outlying areas.

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

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

“WTO GPA country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

- (1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) and the Buy American Act (41 U.S.C. 10a-10d) do not apply to Recovery Act designated country construction material. Consistent with U.S. obligations under international agreements, this clause implements—
 - (i) Section 1605 of the Recovery Act by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and
 - (ii) The Buy American Act by providing a preference for unmanufactured domestic construction material.

- (2) The Contractor shall use only domestic or Recovery Act designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.
- (3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate "none".]

- (4) The Contracting Officer may add other construction material to the list in paragraph (b)(3) of this clause if the Government determines that—
 - (i) The cost of domestic construction material would be unreasonable.
 - (A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the overall cost of the contract by more than 25 percent;
 - (B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
 - (ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or
 - (iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.
- (c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.
 - (1)
 - (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—
 - (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Cost;

- (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.
 - (iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.
 - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
- (3) Unless the Government determines that an exception to the section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material other than that covered by trade agreements is noncompliant with the applicable Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Cost Comparison

Construction material description	Unit of measure	Quantity	Cost (dollars) *
Item 1:			
Foreign construction material			
Domestic construction material			

Item 2			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.][Include other applicable supporting information.]

[* Include all delivery costs to the construction site.]

I.70-B 52.225-22 NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS – BUY AMERICAN ACT – CONSTRUCTION MATERIALS (Mar 2009)

- (a) Definitions. “Construction material,” “domestic construction material,” “foreign construction material,” “manufactured construction material,” “Recovery Act designated country construction material,” “steel,” and “unmanufactured construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-23).
- (b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-23 in the request. If an offeror has not requested a determination regarding the inapplicability of section 1605 of the Recovery Act or the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
- (c) Evaluation of offers.
 - (1) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—
 - (i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and
 - (ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.

- (2) If two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.
- (d) Alternate offers.
- (1) When an offer includes foreign construction material, other than Recovery Act designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-23, the offeror also may submit an alternate offer based on use of equivalent domestic or Recovery Act designated country construction material.
 - (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-23 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
 - (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-23 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or Recovery Act designated country construction material, and the offeror shall be required to furnish such domestic or Recovery Act designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—
 - (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
 - (ii) May be accepted if revised during negotiations.

I.70-C 52.225-23 REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS – BUY AMERICAN ACT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS

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

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free trade agreement (FTA) country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of an FTA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

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

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

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);
- (2) A Free Trade Agreement country (FTA)(Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon

Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

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

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

“United States” means the 50 States, the District of Columbia, and outlying areas.

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

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

“WTO GPA country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

- (1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) and the Buy American Act (41 U.S.C. 10a-10d) do not apply to Recovery Act designated country construction material. Consistent with U.S. obligations under international agreements, this clause implements—
 - (i) Section 1605 of the Recovery Act by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and
 - (ii) The Buy American Act by providing a preference for unmanufactured domestic construction material.
- (2) The Contractor shall use only domestic or Recovery Act designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.
- (3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate "none".]

- (4) The Contracting Officer may add other construction material to the list in paragraph (b)(3) of this clause if the Government determines that—
 - (i) The cost of domestic construction material would be unreasonable.
 - (A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the overall cost of the contract by more than 25 percent;
 - (B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
 - (ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or
 - (iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.
- (c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.
 - (1)
 - (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—
 - (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Cost;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.
 - (iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.
 - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
- (3) Unless the Government determines that an exception to the section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material other than that covered by trade agreements is noncompliant with the applicable Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Cost Comparison

Construction material description	Unit of measure	Quantity	Cost (dollars) *
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.][Include other applicable supporting information.]

[* Include all delivery costs to the construction site.]

I.70-D 52.225-24 NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS – BUY AMERICAN ACT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS

- (a) Definitions. “Construction material,” “domestic construction material,” “foreign construction material,” “manufactured construction material,” “Recovery Act designated country construction material,” “steel,” and “unmanufactured construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-23).
- (b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-23 in the request. If an offeror has not requested a determination regarding the inapplicability of section 1605 of the Recovery Act or the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
- (c) Evaluation of offers.
 - (1) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—
 - (i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and
 - (ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.
 - (2) If two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.
- (d) Alternate offers.
 - (1) When an offer includes foreign construction material, other than Recovery Act designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-23, the offeror also may submit an alternate offer based on use of equivalent domestic or Recovery Act designated country construction material.

- (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-23 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
- (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-23 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or Recovery Act designated country construction material, and the offeror shall be required to furnish such domestic or Recovery Act designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—
 - (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
 - (ii) May be accepted if revised during negotiations.

I.78 FAR 52.232-12, ADVANCE PAYMENTS (MAY 2001) ALT II (MAY 2001)

- (a) *Requirements for payment.* Advance payments will be made under this contract (1) upon submission of properly certified invoices or vouchers by the Contractor, and approval by the administering office, identified in the Section G Clause, entitled *Contract Administration*, or (2) under a letter of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed the amount specified in the Section B Clause entitled, *Obligation and Availability of Funds*. If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.
- (b) *Special account.* Until (1) the Contractor has liquidated all advance payments made under the contract and related interest charges and (2) the administering office has approved in writing the release of any funds due and payable to the Contractor, all advance payments and other payments under this contract shall be made by check payable to the Contractor marked for deposit only in the Contractor's special account with the institution identified in the Section J Attachment, entitled *Special Financial Institution Account Agreement*. None of the funds in the special account shall be mingled with other funds of the Contractor. Withdrawals from the special account may be made only by check of the Contractor countersigned by the Contracting Officer or a Government countersigning agent designated in writing by the Contracting Officer.
- (c) *Use of funds.* The Contractor shall withdraw funds from the special account only to pay for allowable costs as prescribed by the Section I Clause entitled, *Allowable Cost and Payment* of this contract. Payment for any other types of expenses shall be approved in writing by the administering office.

- (d) *Repayment to the Government.* At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) of this clause. If the Contractor fails to repay the amount requested by the administering office, all or any part of the unliquidated advance payments may be withdrawn from the special account by check signed by only the countersigning agent and applied to reduction of the unliquidated advance payments under this contract.
- (e) *Maximum payment.* When the sum of all unliquidated advance payments, unpaid interest charges, and other payments equal the total estimated cost as identified in Section B Clause entitled, *Contract Cost and Contract Fee* (not including fixed-fee, if any) for the work under this contract, the Government shall withhold further payments to the Contractor. Upon completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and interest charges payable. The Contractor shall pay any deficiency to the Government upon demand. For purposes of this paragraph, the estimated cost shall be considered to be the stated estimated cost, less any subsequent reductions of the estimated cost, plus any increases in the estimated costs that do not, in the aggregate, exceed 10% of the total amount identified in Section B Clause entitled, *Contract Cost and Contract Fee*. The estimated cost shall include, without limitation, any reimbursable cost (as estimated by the Contracting Officer) incident to a termination for the convenience of the Government. Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.
- (f) *Interest.*
- (1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate specified in paragraph (f)(3) of this clause. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge, the following shall be observed:
- (i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check.
 - (ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer.
 - (iii) Liquidations by deductions from payments to the Contractor shall be considered as decreasing the unliquidated balance as of the dates on which the Contractor presents to the Contracting Officer full and accurate data for the preparation of each voucher. Credits resulting from these deductions shall be made upon the approval of the reimbursement vouchers by the Disbursing Officer, based upon the Contracting Officer's certification of the applicable dates.

- (2) Interest charges resulting from the monthly computation shall be deducted from any payments on account of the fixed-fee due to the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments of the contract price or fixed-fee. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon (i) satisfactory completion or (ii) termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors for experimental, developmental, or research work.
 - (3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the higher of (i) the published prime rate of the financial institution (depository) in which the special account is established or (ii) the rate established by the Secretary of the Treasury under Pub. L. 92-41 (50 U.S.C. App. 1215(b)(2)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rates.
 - (4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.
- (g) *Financial institution agreement.* Before an advance payment is made under this contract, the Contractor shall transmit to the administering office, in the form prescribed by the administering office, an agreement in triplicate from the financial institution in which the special account is established, clearly setting forth the special character of the account and the responsibilities of the financial institution under the account. The Contractor shall select a financial institution that is a member bank of the Federal Reserve System, an "insured" bank within the meaning of the Federal Deposit Insurance Corporation Act (12 U.S.C. 1811), or a credit union insured by the National Credit Union Administration.
- (h) *Lien on special bank account.* The Government shall have a lien upon any balance in the special account paramount to all other liens. The Government lien shall secure the repayment of any advance payments made under this contract and any related interest charges.
- (i) Lien on property under contract.
- (1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the Contractor.
 - (2) The Contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any reason, the

supplies, materials, or other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government's interest under this contract on any mass of property with which the supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over the property on its books and records.

- (3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the Contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The Contractor shall provide a copy of each receipt to the Contracting Officer.
 - (4) If, under the termination clause, the Contracting Officer authorizes the Contractor to sell or retain termination inventory, the approval shall constitute a release of the Government's lien to the extent that—
 - (i) The termination inventory is sold or retained; and
 - (ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.
- (j) Insurance.
- (1) The Contractor shall maintain with responsible insurance carriers—
 - (i) Insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality;
 - (ii) Adequate insurance against liability on account of damage to persons or property; and
 - (iii) Adequate insurance under all applicable workers' compensation laws.
 - (2) Until work under this contract has been completed and all advance payments made under the contract have been liquidated, the Contractor shall—
 - (i) Maintain this insurance;
 - (ii) Maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (i) of this clause; and
 - (iii) Furnish any evidence with respect to its insurance that the administering office may require.
- (k) Default.

- (1) If any of the following events occurs, the Government may, by written notice to the Contractor, withhold further withdrawals from the special account and further payments on this contract:
 - (i) Termination of this contract for a fault of the Contractor.
 - (ii) A finding by the administering office that the Contractor has failed to—
 - (A) Observe any of the conditions of the advance payment terms;
 - (B) Comply with any material term of this contract;
 - (C) Make progress or maintain a financial condition adequate for performance of this contract;
 - (D) Limit inventory allocated to this contract to reasonable requirements; or
 - (E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.
 - (iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.
 - (iv) The service of any writ of attachment, levy of execution, or commencement of garnishment proceedings concerning the special account.
 - (v) The commission of an act of bankruptcy.
- (2) If any of the events described in paragraph (k)(1) of this clause continue for 30 days after the written notice to the Contractor, the Government may take any of the following additional actions:
 - (i) Withdraw by checks payable to the Treasurer of the United States, signed only by the countersigning agency, all or any part of the balance in the special account and apply the amounts to reduce outstanding advance payments and any other claims of the Government against the Contractor.
 - (ii) Charge interest, in the manner prescribed in paragraph (f) of this clause, on outstanding advance payments during the period of any event described in paragraph (k)(1) of this clause.
 - (iii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.
 - (iv) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a

lien under this contract and, after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.

- (3) The Government may take any of the actions described in paragraphs (k)(1) and (2) of this clause it considers appropriate at its discretion and without limiting any other rights of the Government.
- (l) *Prohibition against assignment.* Notwithstanding any other terms of this contract, the Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.
- (m) *Information and access to records.* The Contractor shall furnish to the administering office (1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements together with a report on the operation of the special account in the form prescribed by the administering office; and (2) if requested, other information concerning the operation of the Contractor's business. The Contractor shall provide the authorized Government representatives proper facilities for inspection of the Contractor's books, records, and accounts.
- (n) *Other security.* The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.
- (o) *Representations.* The Contractor represents the following:
- (1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.
 - (2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the financial statements.
 - (3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.
 - (4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.
 - (5) The Contractor has the power to enter into this contract and accept advance payments, and has taken all necessary action to authorize the acceptance under the terms of this contract.

- (6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor. There is no current assignment of claims under any contract affected by these advance payment provisions.
 - (7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.
 - (8) These representations shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.
- (p) *Covenants.* To the extent the Government considers it necessary while any advance payments made under this contract remain outstanding, the Contractor, without the prior written consent of the administering office, shall not—
- (1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;
 - (2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;
 - (3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;
 - (4) Sell, convey, or lease all or a substantial part of its assets;
 - (5) Acquire for value the stock or other securities of any corporation, municipality, or governmental authority, except direct obligations of the United States;
 - (6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;
 - (7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;
 - (8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates provided in existing agreements of which notice has been given to the administering office; accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government; or employ any person at a rate of compensation over the limitations established by FAR 31.205-6 and DEAR 970.3102-05-6 a year;

- (9) Change substantially the management, ownership, or control of the corporation;
- (10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;
- (11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation or a credit union insured by the National Credit Union Administration;
- (12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;
- (13) Make or covenant for capital expenditures exceeding \$0 in total;
- (14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than \$0; or
- (15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract:

I.112 FAR 52.247-67, SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION 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—

General Services Administration
Attn: FWA
1800 F Street NW
Washington, DC 20405

I.118 FAR 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 Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J -- LIST OF ATTACHMENTS

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ATTACHMENT J.2

REQUIREMENTS SOURCES AND IMPLEMENTING DOCUMENTS

The following lists are provided in accordance with the Section I Clause entitled, *DEAR 970.5204-2, Laws, Regulations, and DOE Directives*.

LIST A: APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS

Table J.2.1 Code of Federal Regulations (CFR)

Document Number	Title
10 CFR 63	Disposal of High-Level Radioactive Wastes in a Geologic Repository at Yucca Mountain, Nevada
10 CFR 71	Packaging And Transportation Of Radioactive Material
10 CFR 73	Physical Protection Of Plants And Materials
10 CFR 436	Federal Energy Management And Planning Programs
10 CFR 707	Workplace Substance Abuse Programs At DOE Sites
10 CFR 708	DOE Contractor Employee Protection Program
10 CFR 710	Criteria And Procedures For Determining Eligibility For Access To Classified Matter Or Special Nuclear Material
10 CFR 712	Human Reliability Program
10 CFR 719	Contractor Legal Management Requirements
10 CFR 820	Procedural Rules For DOE Nuclear Activities
10 CFR 830	Nuclear Safety Management (including DOE-STD-3009 CN-3, DOE-STD-1186, and DOE-STD-1189)
10 CFR 824	Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations
10 CFR 835	Occupational Radiation Protection
10 CFR 850	Chronic Beryllium Disease Prevention Program
10 CFR 851	Worker Safety and Health Program
10 CFR 1021	National Environmental Policy Act Implementing Procedures
10 CFR 1022	Compliance with Floodplain and Wetland Environmental Review Requirements
29 CFR 1904	Recording And Reporting Occupational Injuries And Illnesses
29 CFR 1910	Occupational Safety And Health Standards
29 CFR 1926	Safety And Health Regulations For Construction
36 CFR 60	National Register of Historic Places
36 CFR 79	Curation of Federally Owned and Administered Archeological Collections
36 CFR 800	Protection of Historic Properties
36 CFR 1220	Federal Records, General
36 CFR 1222	Creation And Maintenance Of Federal Records
36 CFR 1228	Disposition Of Federal Records
36 CFR 1232	Audiovisual Records Management
36 CFR 1234	Electronic Records Management
36 CFR 1236	Management of Vital Records

Document Number	Title
40 CFR 60.150	Standards Of Performance For New Stationary Sources
40 CFR 61	National Emission Standards for Hazardous Air Pollutants
40 CFR 82	Protection of Stratospheric Ozone
40 CFR 122	EPA Administered Permit Programs: The National Pollutant Discharge Elimination System
40 CFR 194.22	Criteria for the Certification and Re-Certification of the Waste Isolation Pilot Plant's Compliance With the 40 CFR Part 191 Disposal Regulations, Quality Assurance
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable To Generators Of Hazardous Waste
40 CFR 264	Standards For Owners And Operators Of Hazardous Waste Treatment, Storage, And Disposal Facilities
40 CFR 265	Interim Status Standards For Owners And Operators Of Hazardous Waste Treatment, Storage, And Disposal Facilities
40 CFR 268	Land Disposal Restrictions
40 CFR 300-372	Comprehensive Environmental Response, Compensation, and Liability Act
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning And Notification
40 CFR 370	Hazardous Chemical Reporting: Community Right-To-Know
40 CFR 372	Toxic Chemical Release Reporting: Community Right-To-Know
40 CFR 761	Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and use Prohibitions
40 CFR 763	Asbestos
41 CFR 101	Federal Property Management Regulations
41 CFR 102	Federal Management Regulations
49 CFR 40	Procedures For Transportation Workplace Drug Testing Programs
49 CFR 130	Oil Spill Prevention and Response Plans
49 CFR 107	Hazardous Materials Program Procedures
49 CFR 171	General Information, Regulations, and Definitions
49 CFR 172	Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information and Training Requirements
49 CFR 173	Shippers -- General Requirements for Shipments and Packagings
49 CFR 174	Carriage By Rail
49 CFR 177	Carriage by Public Highway.
49 CFR 178	Specifications For Packagings
49 CFR 179	Specifications For Tank Cars
49 CFR 180	Continuing Qualification And Maintenance Of Packagings
49 CFR 383	Commercial Driver's License Standards, Requirements and Penalties
49 CFR 385	Safety Fitness Procedures
49 CFR 387	Minimum Levels Of Financial Responsibility For Motor Carriers
49 CFR 390	Federal Motor Carrier Safety Regulations: General
49 CFR 391	Qualifications of Drivers
49 CFR 392	Driving of Commercial Motor Vehicles
49 CFR 393	Parts and Accessories Necessary for Safe Operations

Document Number	Title
49 CFR 395	Hours Of Service Of Drivers
49 CFR 396	Inspection, Repair and Maintenance
49 CFR 397	Transportation of Hazardous Materials, Driving and Parking Rules

Table J.2.2 U.S. Code (USC)

Document Number	Title
5 USC Chapter 57	Travel, Transportation, and Subsistence
5 USC 552	Public Information; Agency Rules, Opinions, Orders, Records, and Proceedings
5 USC 552A	Records Maintained on Individuals
16 USC 470	Archeological Resources Protection Act
17 USC 506	Copyright Infringement and Remedies, Criminal Offences
18 USC 1913	Lobbying with Appropriated Moneys
18 USC 2319	Stolen Property, Criminal Infringement of a Copyright
25 USC 3001	Native American Grave Protection and Repatriation Act
33 USC 1251-1376	Clean Water Act
42 USC 2011-2259	Atomic Energy Act of 1954, as amended
42 USC 6962	Resource Conservation And Recovery Act (RCRA) Of 1976
42 USC 7256(c)	Leasing of Excess Department of Energy Property / Hall Amendment to National Defense Authorization Act of 1994
42 USC 7401	Clean Air Act
42 USC 13101	Findings & Policy
42 USC 13106	Source Reduction & Recycling Data Collection
42 USC 15801	Energy Policy Act of 2005
43 USC 1701	Federal Land Policy And Management Act Of 1976
44 USC 3101	Records Management by Agency Heads; General Duties
44 USC 3103	Transfer Of Records To Records Center
44 USC 3105	Safeguards
44 USC 3309	Preservations of Claims of Government Until Settled in General Accounting Office; Disposal Authorized Upon Written Approval of Comptroller General
44 USC 3312	Photographs or Microphotographs of Records Considered as Originals; Certified Reproductions Admissible in Evidence
44 USC 3506	Federal Agency Responsibilities

Table J.2.3 Executive Orders

Document Number	Title
Executive Order 11514	Protection and Enhancement of Environmental Quality
Executive Order 11988	Floodplain Management
Executive Order 11990	Protection of Wetlands
Executive Order 12088	Federal Compliance with Pollution Control Standards
Executive Order 12580	Superfund Implementation
Executive Order 12856	Federal Compliance with Right-to-Know Laws and Pollution Prevention Requirements

Document Number	Title
Executive Order 12898	Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
Executive Order 13007	Indian Sacred Sites
Executive Order 13016	Amendment to Executive Order 12580
Executive Order 13045	Protection of Children from Environmental Health Risks and Safety Risks
Executive Order 13112	Invasive Species
Executive Order 13186	Responsibilities of Federal Agencies to Protection Migratory Birds
Executive Order 13212	Actions to Expedite Energy-Related Projects
Executive Order 13221	Energy Efficient Standby Power Devices
Executive Order 13327	Federal Real Property Asset Management
Executive order 13423	Strengthening Federal Environmental, Energy, and Transportation Management

Table J.2.4 Office of Management and Budget Circulars (OMB)

Document Number	Title
OMB Circular A-130	Management of Federal Information Resources

Table J.2.5 Washington Administrative Code (WAC)

Document Number	Title
WAC 46-48	Transportation Of Hazardous Materials
WAC 173-200	Water Quality Standards for Ground Waters of the State of Washington
WAC 173-216	State Waste Discharge Permit Program
WAC 173-218	Underground Injection Control Program
WAC 173-240	Submission of Plans and Reports for Construction of Wastewater Facilities
WAC 173-303	Dangerous Waste Regulations
WAC 173-304	Minimum Function Standards for Solid Waste Handling
WAC 173-340	Model Toxics Control Act -- Cleanup
WAC 173-360	Underground Storage Tank Regulations
WAC 173-400	General Regulations For Air Pollution Sources
WAC 173-401	Operating Permit Regulation
WAC 173-460	Controls for New Sources of Toxic Air Pollutants
WAC 173-480	Ambient Air Quality Standards and Emission Limits for Radionuclide
WAC 197-11	SEPA Rules
WAC 246-247	Radiation Protection -- Air Emissions
WAC 246-272	On-Site Sewage Systems
WAC 246-273	On-Site Sewage System Additives
WAC 246-290	Public Water Supplies
WAC 246-291	Group B Public Water Systems
WAC 246-292	Water Works Operator Certification Regulations
WAC 296-17	Washington Workers' Compensation Insurance
WAC 296- 65	Asbestos Removal and Encapsulation
WAC 446-65	WAC Commercial Motor Vehicle Regulations

Document Number	Title
WAC 470-12	Transporting Rules

Table J.2.6 Permits

Document Number	Title
AOP 00-05-006	Hanford Site Air Operating Permit
ST-4500	State Waste Discharge Permit to State-Approved Land Disposal Site (SALDS)
WAR10B90F	General Permit for Storm Water Discharges for Construction General Permit Activity
WA-002591-7	National Pollutant Discharge Elimination System Permit for the 300 Area TEDF
WA780008967	Hanford Facility Resource Conservation and Recovery Act (RCRA) Permit

Table J.2.7 Local Laws and Regulations

Document Number	Title
BCAA Regulation	County Air Pollution Control Authority

LIST B: APPLICABLE DOE DIRECTIVES

Table J.2.8 Directives, Regulations, Policies, and Standards

Document Number	Title
CRD O 130.1	Budget Formulation
CRD M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board
CRD O 142.2A	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
CRD M 142.2-1 (Supp Rev 0)	Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
CRD O 142.3A	Unclassified Foreign Visits and Assignments Program
CRD O 144.1	Department of Energy American Indian Tribal Government Interactions and Policy
CRD O 150.1 (Supp Rev 1)	Continuity Programs
CRD O 151.1C	Comprehensive Emergency Management System
CRD O 153.1	Departmental Radiological Emergency Response Assets
CRD O 200.1A	Information Management Program
CRD O 205.1A (Supp Rev 4)	DOE Cyber Security Management
CRD M 205.1-4	National Security System Manual
CRD M 205.1-5 (Supp Rev 0)	Cyber Security Process Requirements Manual
CRD M 205.1-6 (Supp Rev 0)	Media Sanitization Manual
CRD M 205.1-7 (Supp Rev 0)	Security Controls for Unclassified Information Systems Manual
CRD M 205.1-8 (Supp Rev 0)	Cyber Security Incident Management Manual
CRD N 206.4	Personal Identity Verification
CRD N 206.5	Response and Notification Procedures for Data Breaches Involving Personally Identifiable Information
CRD O 210.2A	DOE Corporate Operating Experience Program
CRD O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
CRD O 221.2A	Cooperation With the Office of the Inspector General
CRD O 225.1B (Supp Rev 0)	Accident Investigations
CRD O 226.1A (Supp Rev 0)	Implementation of Department of Energy Oversight Policy
CRD M 231.1-1A, Chg 2 (Supp Rev 1)	Environment, Safety, and Health Reporting Manual
CRD M 231.1-2 (Supp Rev 8)	Occurrence Reporting and Processing of Operations Information
CRD O 241.1B	Scientific and Technical Information Management
CRD O 243.1	Records Management Program
CRD O 243.2 (Supp	Vital Records

Document Number	Title
Rev 2)	
CRD O 252.1A	Technical Standards Program
CRD O 350.1, Chg 3	Contractor Human Resource Management Program
CRD M 410.2	Management of Nuclear Materials
CRD O 413.1A	Management Control Program
CRD O 413.3B	Program and Project Management for the Acquisition of Capital Assets
CRD O 414.1D	Quality Assurance
CRD O 420.1B Chg 1 (Supp Rev 0)	Facility Safety
CRD O 422.1 (Supp Rev 0)	Conduct of Operations
CRD O 425.1D (Supp Rev 0)	Verification of Readiness to Start Up or Restart Nuclear Facilities
CRD O 426.2	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
CRD O 430.1B Chg 1	Real Property Asset Management
CRD O 430.2B	Departmental Energy and Utilities Management
CRD O 433.1B (Supp Rev 0)	Maintenance Management Program for DOE Nuclear Facilities
CRD O 435.1, Chg 1 (Supp Rev 0)	Radioactive Waste Management
DOE M 435.1-1 Chg 1	Radioactive Waste Management Manual
CRD M 440.1-1A (Supp Rev 0)	DOE Explosives Safety Manual
CRD O 440.2B, Chg 1 (Supp Rev 0)	Aviation Management and Safety
CRD O 442.1A (Supp Rev 2)	Department Of Energy Employee Concerns Program
CRD M 442.1-1	Differing Professional Opinions Manual for Technical Issues Involving Environment, Safety, or Health
CRD O 450.1A (Supp Rev 0)	Environmental Protection Program
CRD M 450.4-1	Integrated Safety Management System Manual
CRD O 458.1	Radiation Protection of the Public and the Environment
CRD O 460.1C	Packaging and Transportation Safety
CRD O 460.2A (Supp Rev 1)	Departmental Materials Transportation and Packaging Management
CRD M 460.2-1A	Radioactive Material Transportation Practices Manual
CRD O 461.1B	Packaging and Transportation for Offsite Shipment of Materials of National Security Interest
CRD O 461.2	Onsite Packaging and Transfer of Materials of National Security Interest
CRD O 462.1	Import and Export of Radioactive Sources
CRD O 470.2B (Supp Rev 2)	Independent Oversight and Performance Assurance Program
DOE O 470.3B	Graded Security Protection (GSP) Policy
CRD M 470.4-1, Chg 1	Safeguards and Security Program Planning and Management

Document Number	Title
(Supp Rev 1)	
CRD M 470.4-2A (Supp Rev 0)	Physical Protection
CRD M 470.4-6, Chg 1 (Supp Rev 0)	Nuclear Material Control and Accountability
CRD O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information
CRD O 471.3 (Supp Rev 1)	Identifying and Protecting Official Use Only Information
CRD M 471.3-1	Manual for Identifying and Protecting Official Use Only Information
CRD O 471.6	Information Security
CRD O 472.2	Personnel Security
CRD M 475.1-1B	Manual for Identifying Classified Information
CRD O 475.2	Identifying Classified Information
CRD O 522.1	Pricing of Departmental Materials & Services
CRD O 534.1B	Accounting
CRD O 551.1C	Official Foreign Travel
CRD O 580.1 Chg 1	Department of Energy Personal Property Management Program
DOE O 5610.2, Chg 1	Control of Weapon Data
DOE-0223	RL Emergency Implementing Procedures
DOE/RL-2001-0036, REV. 1E	Hanford Sitewide Transportation Safety Document
DOE/RL-2002-12	Hanford Radiological Health and Safety Document
DOE/RL-2008-17	Gable Mountain and Gable Butte Management Plan
DOE/RL-89-10	Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement)
DOE/RL-94-02, Rev 4	Hanford Emergency Management Plan
DOE/RL-96-68, Rev 3	Hanford Analytical Services Quality Assurance Requirements Document
DOE/RL-09-89, Rev 0	Transportation Hazards Survey and Emergency Planning Hazards Assessment
RRD 005, Rev 3	Worker Safety
RRD 007	Chronic Beryllium Disease Prevention Program
RRD 008, Rev 1	Quality Assurance Program Requirements
SCSP, July 5, 2005	Richland Regional Office Site Counterintelligence Support Plan, Hanford Site CI Support Plan (SCSP)
DOE/CBFO-94-1012	DOE Carlsbad Field Office, Quality Assurance Program Description, Revision 8
DOE/RW-0333P	DOE Office of Civilian Radioactive Waste Management, Quality Assurance Requirements and Description, Revision 18
DOE/RW-0351	Waste Acceptance System Requirements Document, Revision 5, ICN 1
DOE/RW-0511	Integrated Interface Control Document, Revision 4, ICN 1
EM Policy Letter, July 10, 2006	Policies for Environmental Management Operating project Performance Baselines, contingency and Federal Risk Management Plans, and Configuration Control

ATTACHMENT J.4
PERFORMANCE EVALUATION AND MEASUREMENT PLAN (PEMP)

PERFORMANCE EVALUATION
AND
MEASUREMENT PLAN (PEMP)
FOR THE
PLATEAU REMEDIATION CONTRACT

Plateau Remediation Contract

Performance Evaluation and Measurement Plan

The Performance Evaluation and Measurement Plan (PEMP) details the administration of performance incentives and allocation of *Total Available Fee* as defined in Section B, *Supplies or Services and Prices/Costs*.

1. PERFORMANCE MEASURES

Each performance measure will set forth the specific requirements, criteria and/or specifications for acceptable performance of an outcome and the amount of fee assigned to the individual performance measure (See PEMP Table 4-1 for a summary of work requirements that may be targeted for performance measures).

2. ALLOCATION OF AVAILABLE FEE

DOE will heavily weight the assignment of fee toward meeting production goals such as treatment of waste and end-product goals, such as completion of remediation projects.

3. PERFORMANCE MEASURE FEE STRUCTURE METHODS

Each performance measure may have a distinct fee structure to incentivize maximum performance and resource utilization by the Contractor. Individual performance measures may require the contractor to exceed approved baseline performance to earn 100 percent (%) of the fee allocated to that performance measure. DOE is not limited to the following list of Fee Structure Methods and may combine elements of multiple fee structures. Regardless of the Fee Structure Method used, payment of fee is subject to the fee reduction terms of this Contract, and Fee Determining Official (FDO) approval that the Contractor has achieved the stated outcome for the specific performance measure.

- (a) Straight-line Method: This method provides a 100% incremental fee for completion of the performance measure prior to the expiration of the Contract period.
- (b) Declining Method: This method provides 100% incremental fee for completion of the performance measure by a specific date and/or milestone, but the percentage is reduced incrementally beyond that event. The specific percentage of reduction and corresponding time or specific milestones triggering the reductions are defined within the performance measure.
- (c) Terminal Method: This method provides 100% incremental fee for completion of the performance measure prior to a specific date and/or milestone; however, the Contractor will forfeit 100% of the fee allocated to the performance measure for completion of the performance measure after the passing of the specific date and/or milestone as defined within the performance measure.

- (d) Performance Measure Provisional Dependent Method: This method provides the Contractor the opportunity to earn only *Provisional Fee* until completion of a specific milestone, a separate performance measure or multiple performance measures, upon which the fee becomes progress or final. For example, the Contractor may complete Performance Measure-1, earn 90% of the fee as *Provisional*, then complete Performance Measure-2 and earn the associated fee for Performance Measure-2, as well as convert the *Provisional Fee* earned for Performance Measure-1 to an incremental fee.
 - (e) Subjective Method: This method provides the Contractor the opportunity to earn up to 100% fee for performance of Contract requirements based on subjective criteria as determined by DOE.
 - (f) Target Method: This method provides for the initially negotiated fee to be adjusted later by a formula based on the relationship of performance measures against the baseline. This method specifies a target baseline performance, a target fee, minimum and maximum fees, and a fee adjustment formula. After performance, the fee payable is determined in accordance with the formula. The formula provides, within limits, for increases in fee above target fee when baseline performance is exceeded, and decreases in fee below target fee when baseline performance is not achieved. This increase or decrease is intended to provide an incentive for the Contractor to manage the Contract effectively.
4. The following table summarizes the Contract work requirements by Contract Line Item Number (CLIN) that may become fee-bearing via Performance Measures. This table establishes a conceptual framework as a basis for development of future performance measures in accordance with Section B Clause entitled, *Fee Structure*. Performance measure numbers correspond to both the appropriation project baseline summaries (PBS) and level one (1) of the Work Breakdown Structure (WBS) identified in the Section J Attachment entitled, *Contract Line Item Number (CLIN) Assignment Against Contract Structure* (e.g., Performance Measure RL-0011-01 corresponds to PBS 11 and level one WBS 011).

Table 4.1, Summary of Work Requirements

OBJECTIVE	OUTCOMES ¹	MEASURES
CLIN 1 & 6	Safe, efficient, and compliant operations and management activities required to support plateau remediation	<ul style="list-style-type: none"> • Effective interface with MSC and other Hanford Site contractors • Completion of waste management strategic plan (Deliverable C.2.3.1-1) • Completion of zone remediation optimization documents (Deliverables C.2.5.3-1, Deliverable C.2.5.3-2, Deliverable C.2.5.3-3) • Other objective and subjective measures will be identified on an annual basis
CLIN 2 & 6 PFP Closure Project (SOW Section C.2.2)	<ul style="list-style-type: none"> • SNM and fuels de-inventoried • PFP Complex facilities demolished to slab-on-grade 	<ul style="list-style-type: none"> • Following de-inventory, a multi-year project completion performance incentive may be established.
CLIN 3 & 6 Mixed and Low Level Waste (SOW Section C.2.3.3)	Mixed and Low Level Waste Treated	<ul style="list-style-type: none"> • Volume of Waste treated
CLIN 3 & 6 TRU Retrieval (SOW Section C.2.3.7)	TRU retrieved from retrievable burial grounds per Tri Party Agreement Milestone	<ul style="list-style-type: none"> • Volume of TRU retrieved
CLIN 3 & 6 M-91 Upgrades (SOW Section C.2.3.10)	Capability to characterize and package remote handled TRU and MLLW installed	<ul style="list-style-type: none"> • Completion of specific project milestones
CLIN 3 IDF Authorization to Operate (SOW Section C.2.3.12)	Integrated Disposal Facility is authorized and ready to dispose of all waste planned for disposal at IDF	<ul style="list-style-type: none"> • Completion of authorization milestone

¹ Any features of the Offeror's proposed strategy and approach may be implemented as first- and subsequent-year performance measures in accordance with Section B Clause entitled, Fee Structure.

OBJECTIVE	OUTCOMES ¹	MEASURES
CLIN 3 & 6 Well Installation and Decommissioning (SOW Section C.2.4.4.1)	Well installation and decommissioning rates meet TPA Milestones	<ul style="list-style-type: none"> • Number of wells installed • Number of wells decommissioned
CLIN 3 & 6 Groundwater Remediation Systems (SOW Section C.2.4.7)	Groundwater remediation systems installed and operating toward meeting Remedial Action Goals	<ul style="list-style-type: none"> • Remediation systems installed in accordance with regulatory decision documents • Remediation completed in accordance with Remedial Action Goals
CLIN 3 & 6 Preparation for Remediation of Operable Units (SOW Sections C.2.4.4.3, C.2.4.6, C.2.5.2, and C.2.5.3)	Decisions and technical activities required to begin remediation of remaining Hanford Site Operable Units complete	<ul style="list-style-type: none"> • Completion of Milestones for: <ul style="list-style-type: none"> - Operable Unit Field Characterization - Submittal of Feasibility Studies and Recommended Remedies - Submittal of Operable Unit Remedial Design and Remedial Action Work Plans • Submittal of Conceptual Design Packages for Geographical Zone Remediation
CLIN 3 & 6 U Plant Zone and Zone 22 (SOW Sections.C.2.5.4)	Remediation of facilities and waste sites in identified Central Plateau Geographical Zones complete	<ul style="list-style-type: none"> • Number of facilities and waste sites remediated in accordance with regulatory decision documents • Closure of zones
CLIN 4 & 6 Geographical Zones (SOW Section C.2.5.4)	Remediation of facilities and waste sites in identified Central Plateau Geographical Zones complete	<ul style="list-style-type: none"> • Number of facilities and waste sites remediated in accordance with regulatory decision documents
CLIN 4 Cesium/Strontium Capsule Dry Storage (SOW Section C.2.3.9)	Cesium/Strontium capsules relocated from WESF to new Dry Storage Facility	<ul style="list-style-type: none"> • Completion of Dry Storage Facility • Completion of removal of capsules to Dry Storage Facility
CLIN 4 Environmental Restoration Disposal Facility (SOW Section C.2.3.14)	ERDF transitioned to PRC and operational in support of remediation activities	<ul style="list-style-type: none"> • Completion of ERDF transition to PRC • Volume of waste disposed • Completion of expansion cells

OBJECTIVE	OUTCOMES ¹	MEASURES
CLIN 5 Balance of Sludge Treatment (SOW Section C.2.7.3, C.2.7.4)	K Basin Balance of Sludge treated and sludge packaged for final disposal	<ul style="list-style-type: none"> • Volume of sludge treated • Completion of milestone to store sludge on-site
CLIN 5 & 6 KE and KW Reactors (SOW Sections C.2.7.2, C.2.7.5, C.2.7.6)	KE and KW Basins removed and KE and KW Reactors placed in interim safe storage	<ul style="list-style-type: none"> • KE Basin removal complete • KW Basin removal complete • KE Reactor in interim safe store configuration • KW Reactor in interim safe store configuration
CLIN 5 & 6 100 K Zone (SOW Section C.2.7.7)	Remediation of 100 K Zone facilities and waste sites assigned to the PRC completed	<ul style="list-style-type: none"> • Number of facilities and waste sites remediated in accordance with regulatory decision documents • Closure of 100 K Zone

5. In accordance with the Section B Clause entitled, *Changes to Contract Cost and Contract Fee*, if for any reason the Contracting Officer does not authorize work in accordance with the Section B Clause entitled, *DOE Authorization of Work*, the *Total Available Fee* as a percentage of *Total Contract Cost* by Contract period, excluding non-fee bearing costs identified in the Section B Clause entitled, *Basis for Total Available Fee*, may be adjusted.

Attachments:

Performance measures to be inserted in accordance with Section B Clause entitled, Fee Structure.

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-11-01.1			De-inventory Special Nuclear Material and Complete Protected Area Closure Activities at the Plutonium Finishing Plant (PFP) Complex					
PM-11.01.1a			Complete de-inventory of Special Nuclear Material (SNM) inventory stored at the PFP Complex. Complete protected area closure activities on or before January 31, 2010.					
PM-11-01.1a.2	9/30/2009	N/A	Complete de-inventory of un-irradiated fuel.	<ul style="list-style-type: none"> Complete de-inventory of the un-irradiated fuel to an off-site DOE-approved storage facility 	\$6,333,748.00	\$0.00		
PM-11-01.1a.3	12/31/2009	N/A	Complete de-inventory of the Slightly Irradiated Fuel (SIF) and miscellaneous fuels/materials (sources and standards).	<ul style="list-style-type: none"> Complete de-inventory of the SIF to a DOE-approved storage location. Complete de-inventory of the miscellaneous fuels/materials (sources and standards) to an approved facility with the exception of those sources and standards required for completion of D&D activities. 	\$1,777,916.00	\$0.00		
P-11-01.1a.4	1/31/2010	N/A	Complete deactivation of the protected area at PFP.	<ul style="list-style-type: none"> Complete protected area closure activities (e.g., Security check stations are no longer required (unless otherwise negotiated/approved by DOE); most workers, particularly D&D personnel, do not need access authorizations to perform work). 	\$1,777,916.00	\$0.00		
PM-11-02.1			Demolish Plutonium Finishing Plant (PFP) Complex Facilities to Slab-On-Grade and Stabilize the Site for Surveillance and Maintenance					
PM-11-02.1a	9/30/2013	9/30/2016	Complete demolition of PFP facilities to slab-on-grade and stabilize the site for surveillance and maintenance. Fee is reduced in a linear declining method to \$30,000,000 for each day to 9/30/2016, provided the option period is exercised.	<ul style="list-style-type: none"> Complete execution of Alternative 4 in approved EECA DOE/RL/2005-13. Achieve the PFP Complex slab-on-grade end point criteria in HNF-22401. Handle, package, label, store, and ship waste (e.g., low-level, low-level mixed, TRU/TRU mixed wastes) out of the PFP facilities for treatment or disposal. Waste shipments completed in accordance with the Hanford waste shipping criteria, other waste site criteria, and in compliance with applicable state and federal regulations for treatment and disposal at an approved facility. Complete turnover of the PFP site for surveillance and maintenance. 	\$42,057,421.00	\$9,000,000.00		

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	<ul style="list-style-type: none"> Complete process/laboratory equipment removal from nine 234-5Z building glove boxes or laboratory hoods; 	<p>Process equipment removal is size reduction as required and removal of glovebox/hood internal components as necessary to support initiation of the decontamination process to meet LLW criteria or to support safe size reduction and disposal as TRU waste. Process equipment removal is complete for any given glovebox/hood when:</p> <ul style="list-style-type: none"> The glovebox/hood has been isolated from permanent electrical sources other than required safety systems (e.g., fire detection/suppression systems, ventilation, etc); and Equipment, material and waste have been removed from the glovebox to the extent that decontamination can be initiated. <p>The nine gloveboxes/hoods for this increment are: gloveboxes/hoods 131-1, 131-2, 131-3, 152-521, 157-3, 157-4, and HA-22 in the 234-5Z Building; and the room 50 column glovebox and room 60 column glovebox in 236-Z Building.</p>				\$1,400,000.00
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	<ul style="list-style-type: none"> Remove a total of 41 glove boxes and/or laboratory hoods from 234-5Z building; 	<p>Removal of any given glovebox/hood is complete when:</p> <ul style="list-style-type: none"> The glovebox/hood is isolated from all facility systems, removed from its originally installed location, and placed in a designated waste storage area outside of 234-5Z; OR The glovebox/hood is isolated from all facility systems, size reduced, placed in approved waste container(s), and placed in a designated waste storage location outside the 234-5Z Building. <p>The 41 gloveboxes/hoods for this increment are: 134-1 through 134-4, 135-1 through 135-4, 142-1 through 142-4, 152-521, 153-1 through 153-5, 154-1 through 154-3, 155-1 through 155-4, 156-1 through 156-4, 157-1 through 157-4, 235-B2, HA-53-BTS, HA-53-T, HA-53-W, and 174-1 through 174-4.</p>				\$1,400,000.00
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	<ul style="list-style-type: none"> Initiate PRF canyon entries and reactivation of the canyon crane; 	<ul style="list-style-type: none"> Demonstrate the ability to complete routine canyon entries through completion of multiple canyon entries. Initiate canyon work on reactivation of the PRF canyon crane. 				\$1,400,000.00
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	<ul style="list-style-type: none"> Complete a combustible reduction campaign and remove 20 roll-off boxes of waste from PFP Complex; 	Complete a PFP-wide campaign to reduce the combustible loading in facilities; dispose of 20 or more roll-off containers of excess materials at ERDF.				\$1,400,000.00
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	<ul style="list-style-type: none"> Remove 700 chemical items from the PFP Complex through recycling, disposal as waste, or redeployment and alternate use. 	Complete a PFP campaign to identify and disposition 700 or more chemical items through consumption, recycling or disposal.				\$1,400,000.00
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	<ul style="list-style-type: none"> Establish controls to permit unescorted access into the PFP Complex for un-cleared personnel and eliminate requirements for security clearances for new hired personnel. 	<ul style="list-style-type: none"> Obtain RL approval for unescorted entry into the PFP Protected Area by staff assigned to the PFP Project, thus avoiding the need to process security clearances for the more than 300 new ARRA-funded positions. Implement the proposed controls and permit access to PFP by un-cleared personnel assigned to the project without escort. 				\$1,400,000.00
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	<ul style="list-style-type: none"> Recruit and hire/subcontract at least 85% of the 316 additional staff planned with ARRA funds. 	Complete hiring and sub-contracting of at least 270 of the 316 originally planned staff to support ARRA funded PFP scope.				\$1,400,000.00

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	Provisional Fee is payable in installments of \$47,120.42 per glove box/ hood for disposition of all remaining glove boxes and hoods in the PFP facilities (156 in 234-SZ, 21 in 236-Z, 5 in 242-Z and 9 in 2736-ZB). Gloveboxes may be removed and dispositioned prior to facility demolition, or may be cleaned out and decontaminated to a level that will support removal during facility demolition.	Disposition complete requires that the glovebox/hood be isolated from all facility systems, size reduced if necessary, packaged, and transported to CWC, ERDF or an approved off-site treatment and disposal facility for treatment or disposal, or decontaminated and decommissioned in place to meet the criteria for removal during facility demolition.				\$9,000,000.00
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	Provisional Fee is payable in installments identified below to disposition the process and support equipment outside of glove boxes/hoods to the extent required to support demolition of the 234-SZ Building	Segments of systems to be dispositioned will be clearly identified in each work document, along with the estimated units (feet, filters, filter box numbers, etc) of the system to be dispositioned. The final increment for each system will account for any material differences between estimated and as-found units requiring disposition. Disposition requires that:				
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	• \$1,400,000 for ~ 7,055 ft of E4 HVAC ductwork, in 10 installments of \$140,000 for each 705 feet of ductwork;	o LLW components must meet one of the following conditions: o Isolated from all facility systems, removed, packaged and transported to CWC, ERDF or an approved treatment and disposal facility.				\$1,400,000.00
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	• \$750,000 for 38 filter boxes, in 10 installments of \$75,000 for each 4 filter boxes (2 in the final installment);	or				\$750,000.00
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	• \$850,000 for 1037 filters, in 9 installments of \$94,444.44 for each of the 9 E-3 & E-4 filter rooms;	o Meet applicable LLW or MLLW criteria and remaining contamination has been stabilized or fixed in place with an approved method suitable for future building demolition and site stabilization.				\$850,000.00
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	• \$1,400,000 for ~5,500 feet of the 26" process vacuum system piping, in 10 installments of \$140,000 for each 550 feet of process vacuum piping	o For accessible TRU components, disposition requires that the item (whether lengths of piping, filter box, or other) be isolated from all facility systems, removed from its installed location, placed in approved waste container(s), and transported to CWC.				\$1,400,000.00
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	• \$800,000 for ~1,154 feet of transfer lines, in 10 installments of \$80,000 for each 115 feet of transfer lines; and	o Segments of the systems that are embedded in concrete or inaccessible for other reasons, and that are contaminated to a level that cannot be disposed at ERDF as LLW waste (i.e., TRU), will not be considered complete until they are removed during demolition and shipped out of PFP for treatment or disposal.				\$800,000.00
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	• \$800,000 for ~1,040 feet of multiple drain lines in the PFP tunnels, in 10 installments of \$80,000 for each 104 feet of drain lines.					\$800,000.00
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	Provisional Fee is payable in 10 installments of \$250,000 for disposition of each group of 25 (initial installment) or 19 (succeeding installments) tanks and/or racks/assemblies in the PRF canyon (196 total units: 122 pencil tanks, 33 other tanks, and 41 racks/assemblies).	Pencil tank/assembly increments will be complete when 25 (first installment) or 19 (succeeding installments) units, consisting of individual tanks plus any complete racks/assemblies, are removed from the canyon, packaged for disposal, and transported to CWC, ERDF, or an approved treatment and disposal facility for treatment or disposal. Disposition complete requires removal and shipment of TRU contaminated components out of PFP for treatment or disposal. Contamination on components characterized as low level waste may be stabilized in place such that the component is prepared for disposition during demolition.				\$2,500,000.00
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	Provisional Fee is payable in two installments of \$750,000 for completion of cleanout and decontamination of the PRF canyon to ready-for-demolition conditions:					
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	• \$750,000 for initial cleanup of the canyon floor, and	Initial cleanup of the canyon floor is complete when equipment and miscellaneous debris not required for canyon cleanout are removed from the floor, along with readily removable (by vacuum, sweeping, etc.) plutonium-containing residues on the canyon floor.				\$750,000.00

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	<ul style="list-style-type: none"> • \$750,000 for the decontamination and application of fixative to achieve conditions suitable for future demolition of the canyon and disposal of the demolition debris. 	Decontamination and application of fixative within the canyon follows process equipment removal and is the final step in readying the interior of the canyon for demolition. To be considered complete: <ul style="list-style-type: none"> o This work must achieve conditions suitable for demolition of the canyon o The canyon will be characterized to the extent required to differentiate demolition debris that likely will need to be dispositioned to CWC as TRU waste versus demolition debris that can be disposed at ERDF as low level waste. All waste generated during the above activities has been packaged and shipped out of PFP for treatment or disposal.				\$750,000.00
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	Provisional Fee is payable in one installment of \$1,000,000 for disposition of all tanks and process equipment outside of glove boxes in 242-Z Building.	Process equipment disposition is complete when all tanks and other process equipment outside of gloveboxes in 242-Z are removed or prepared for demolition with the building. <ul style="list-style-type: none"> o LLW components must meet one of the following conditions: <ul style="list-style-type: none"> o Isolated from all facility systems, removed, packaged and transported to CWC, ERDF or an approved treatment and disposal facility. or o Meet applicable LLW or MLLW criteria and remaining contamination has been stabilized or fixed in place with an approved method suitable for future building demolition and site stabilization. o For TRU components, disposition requires that the components (whether lengths of piping, tanks, filter boxes, or other) be isolated from all facility systems, removed from their installed location, placed in approved waste container(s), and transported to CWC. 				\$1,000,000.00

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	Provisional Fee is payable in four installments of \$200,000 each for decommissioning the PFP Phase 1 ancillary facilities to ready-for-demolition status: <ul style="list-style-type: none"> • 15 fuel vaults (14 ISVs + 2736-ZD); • 2736-Z and 2736-ZA; • 2736-ZB; • ten additional minor ancillary buildings or structures 	Phase 1 facilities are non-process facilities which can be readied for demolition earlier than process facilities such as 234-5Z, are not needed to support preparing the process facilities for demolition, and which can be removed to make room for phase 2 demolition and waste staging. To be declared ready-for-demolition, Phase 1 ancillary facilities will be: <ul style="list-style-type: none"> o Deactivated and declared out of service/inactive for any future use at PFP o Certified as "Cold & Dark" under the CHPRC C&D program, as documented in PRC-PRO-DD-40013, "Electrical and Mechanical Isolation of Facilities to Support D&D" o Stored radioactive and hazardous materials removed to the degree required to meet waste acceptance criteria for the remaining demolition debris and shipped outside PFP for treatment or disposal o Residual contamination removed or fixed to meet demolition and waste acceptance criteria for Low Level Waste or Mixed Low Level Waste o Accepted by the CHPRC D&D organization as ready for demolition The ten additional facilities may include any numbered structure identified on the building list for Phase 1 disposition, other than the 15 fuel vaults, 2736-Z, 2736-ZA, 2736-ZB, and 2778-Z.				\$800,000.00
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	Provisional Fee is payable in two installments of \$300,000 each for decommissioning the 243-Z and 291-Z/291-Z001 stack process support facilities to ready-for-demolition status	To be declared ready-for-demolition, buildings will be: <ul style="list-style-type: none"> o Deactivated and declared out of service/inactive for any future use o Certified as "Cold & Dark" under the CHPRC C&D program o Stored radioactive and hazardous materials removed and shipped outside of PFP for treatment or disposal o Residual contamination and hazardous materials removed or fixed to the degree required to meet waste acceptance criteria for the demolition debris o Accepted by the CHPRC D&D organization as ready for demolition 				\$600,000.00
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	Provisional Fee is payable in installments identified below to decommission the PFP process facilities (234-5Z, 236-Z, 242-Z) and the remaining (phase 2) ancillary facilities and yard area structures to ready-for-demolition status: <ul style="list-style-type: none"> • \$1,500,000 for 234-5Z building; • \$900,000 for 236-Z building; • \$300,000 for 242-Z Building; • \$300,000 for all remaining ancillary facilities and yard area structures 	To be declared ready-for-demolition, buildings will be: <ul style="list-style-type: none"> o Deactivated and declared out of service/inactive for any future use o Certified as "Cold & Dark" under the CHPRC C&D program, with the exception of utilities approved by the CHPRC D&D organization to remain functional in support of demolition (sources of water, temporary power, area lighting, etc.) o Stored radioactive and hazardous materials removed and shipped outside PFP for treatment or disposal o Residual contamination and hazardous materials removed or fixed to the degree required to meet waste acceptance criteria for the demolition debris o Accepted by the CHPRC D&D organization as ready for demolition. 				\$3,000,000.00

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	Provisional Fee is payable in installments identified below to demolish the PFP Phase 1 ancillary facilities and ship the demolition debris out of PFP for treatment or disposal: <ul style="list-style-type: none"> • \$1,000,000 for the 2736-Z/ZB/ZC vault complex • \$1,000,000 for the 2701-ZA/ZC/ZD/ZE and 2705-Z access control complex • \$875,000 for the 14 ISV fuel vaults and 2736-ZD • \$900,000 for the remaining phase 1 facilities and structures 	Completion of demolition for individual buildings or structures requires that: <ul style="list-style-type: none"> o All portions of the above-grade structure be demolished, and all demolition debris removed from the PFP site, OR o The buildings or structures are removed from the PFP site for reuse or storage at another location. 				\$3,775,000.00
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	Provisional Fee is payable in installments identified below to demolish the remaining PFP facilities and structures to slab-on-grade, ship the demolition debris out of PFP for treatment or disposal, stabilize the PFP site and complete turnover for surveillance and maintenance:					\$0.00
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	<ul style="list-style-type: none"> • \$1,500,000 for the 236-Z building • \$1,500,000 for the above-grade portions of 291-Z and the 291-Z-001 stack • \$3,582,421 for the 234-5Z building 	Completion of demolition for individual buildings or structures requires that: <ul style="list-style-type: none"> o All portions of the above-grade structure be demolished per the end point criteria document, and all demolition debris removed from the PFP site 				\$8,082,421.00
PM-11-02.1a (provisional installment)	9/30/2013	9/30/2016	<ul style="list-style-type: none"> • \$1,500,000 for all remaining buildings 	Completion of demolition for individual buildings or structures requires that: <ul style="list-style-type: none"> o One of the following conditions is achieved: <ul style="list-style-type: none"> o All portions of the above-grade structure be demolished per the end point criteria document, and all demolition debris removed from the PFP site, or o Buildings or structures are removed from the PFP site for reuse or storage at another location. 				\$1,500,000.00
RL-11 Sub Total					\$51,947,001.00	\$9,000,000.00	\$0.00	\$47,557,421.00
PM-12-01.1	9/30/2009	N/A	Disposition of the KE Reactor Basin and associated structures and waste sites.	\$400,000 may be earned as Incremental Fee upon completion of all objectives contained in Performance Objective 1 on or before September 30, 2009.	\$400,000.00	\$0.00		
PM-12-01.1a	9/30/2009	N/A	Completion of removal of the KE Basin substructure and stabilize the soil beneath the basin to allow the start of soil remediation.	<ul style="list-style-type: none"> • KE Basin substructure and below basin systems removal are completed • Soil exposed during Basin removal is stabilized to allow safe soil remediation. 	\$400,000.00	\$0.00		
PM-12-01.1b	9/15/2009	N/A	Complete removal and disposal of Ion Exchange Column (IXC) and Sand Filter monoliths in Environmental Restoration Disposal Facility (ERDF) or an appropriate waste disposal facility.	<ul style="list-style-type: none"> • IXC and Sand Filter monoliths have been properly packaged and disposed of in ERDF or an appropriate waste disposal facility. 	\$75,000.00	\$0.00		
PM-12-01.1c	9/30/2009	N/A	Complete disposal of all KE Basin substructure rubble and soil removed during KE basin excavation.	<ul style="list-style-type: none"> • Dispose of all KE Basin substructure rubble and soil generated from KE basin substructure demolition activities in ERDF or an appropriate waste disposal site. • All concrete pads exposed by the removal of the KE Basin superstructure are removed and disposed of in ERDF or an appropriate waste disposal site. 	\$50,000.00	\$0.00		
PM-12-01.1d	9/25/2009	N/A	Complete Disposal of all 100 K Area Hose-In-Hose lines and pump stations, outside of the 100 K West Reactor Basin, at ERDF or an appropriate waste disposal site.	<ul style="list-style-type: none"> • Dispose of all 100 K Area Hose-In-Hose lines and pump stations at ERDF or an appropriate waste disposal site. 	\$27,956.24	\$0.00		
RL-12 Sub Total					\$952,956.24	\$0.00	\$0.00	\$0.00
PM-13-01.1	9/30/2009		Waste Treatment and Disposal					

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-13-01.1a (1st increment)	9/30/2009	N/A	Treat and package 1200 m3 of CH-LLW/MLLW as required to comply with applicable waste acceptance criteria for disposal. Dispose of 1200 m3 of CH LLW/MLLW.	<ul style="list-style-type: none"> Document in a verifiable manner the compliant disposal of M-91-42 MLLW, and/or legacy backlog LLW in the 218-W-5 Burial Ground storage area. Disposal volumes are based on the pre-treated volume of the waste. One 55-gallon drum is defined as 0.208 m3. The volume of one 55-gallon drum in an 85-gallon Overpack from retrieved waste is defined as 0.208 m3. One 85-gallon drum is defined as 0.322 m3. One standard waste box is defined as 1.8 m3. Naval reactor compartments do not count toward this objective. MLLW/LLW dispositioned at point of generation shall count toward this performance objective. 	\$74,769.85	\$0.00		
PM-13-01.1a (2nd increment)	9/30/2009	N/A	Treat and package 1200 m3 of CH-LLW/MLLW as required to comply with applicable waste acceptance criteria for disposal. Dispose of 1200 m3 of CH LLW/MLLW.		\$74,769.85	\$0.00		
PM-13-01.1a (3rd increment)	9/30/2009	N/A	Treat and package 1200 m3 of CH-LLW/MLLW as required to comply with applicable waste acceptance criteria for disposal. Dispose of 1200 m3 of CH LLW/MLLW.		\$74,769.85	\$0.00		
PM-13-01.1a (4th increment)	9/30/2009	N/A	Treat and package 1200 m3 of CH-LLW/MLLW as required to comply with applicable waste acceptance criteria for disposal. Dispose of 1200 m3 of CH LLW/MLLW.		\$74,769.85	\$0.00		
PM-13-01.1a (5th increment)	9/30/2009	N/A	Treat and package 1200 m3 of CH-LLW/MLLW as required to comply with applicable waste acceptance criteria for disposal. Dispose of 1200 m3 of CH LLW/MLLW.		\$74,769.85	\$0.00		
PM-13-01.1a (6th increment)	9/30/2009	N/A	Treat and package 1200 m3 of CH-LLW/MLLW as required to comply with applicable waste acceptance criteria for disposal. Dispose of 1200 m3 of CH LLW/MLLW.		\$74,769.85	\$0.00		
PM-13-01.1b (1st increment)	9/30/2009	N/A	Complete the following on 470 m3 CH-TRU/M waste: (1) Certify and/or repack to meet certification requirements CH-TRU/M waste for disposal at WIPP prior to closeout of the RL certification program; (2) Repackage and/or package CH-TRU/M waste such that meets the requirements of HNF-EP-0063, Hanford Site Solid Waste Acceptance Criteria; (3) Characterize CH-TRU/M waste ready to ship to Idaho.	\$250,000.00 in fee may be earned as Incremental Fee upon completion of certification, and/or repack/package per HNF-EP-0063, and/or characterization of CH-TRU/M waste ready to ship to Idaho for each of four increments of 100 m3 each for a total 400 m3 on or before September 30, 2009. \$500,000.00 in fee may be earned as Incremental Fee upon completion of repack/package of Prohibited Item candidate CH-TRUM waste per HNF-EP-0063, for one increment of 70 m3 on or before September 30, 2009.	\$250,000.00	\$0.00		
PM-13-01.1b (2nd increment)	9/30/2009	N/A	Complete the following on 470 m3 CH-TRU/M waste: (1) Certify and/or repack to meet certification requirements CH-TRU/M waste for disposal at WIPP prior to closeout of the RL certification program; (2) Repackage and/or package CH-TRU/M waste such that meets the requirements of HNF-EP-0063, Hanford Site Solid Waste Acceptance Criteria; (3) Characterize CH-TRU/M waste ready to ship to Idaho.	<ul style="list-style-type: none"> Certify and/or repack CH TRU/M for disposal at WIPP; and/or Repackage and/or package CH-TRU/M waste consistent with HNF-EP-0063, Hanford Site solid Waste Acceptance Criteria; and/or Document characterization of CH-TRU/M waste ready to ship to Idaho. Only RL-013 retrieved/generated waste will apply toward this objective. M-91-42 TRU/M waste and M-91-44 CH-TRU/M waste counts toward this performance incentive. 	\$250,000.00	\$0.00		

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-13-01.1b (3rd increment)	9/30/2009	N/A	Complete the following on 470 m ³ CH-TRU/M waste: (1) Certify and/or repackage to meet certification requirements CH-TRU/M waste for disposal at WIPP prior to closeout of the RL certification program;r (2) Repackage and/or package CH-TRU/M waste such that meets the requirements of HNF-EP-0063, Hanford Site Solid Waste Acceptance Criteria; (3) Characterize CH-TRU/M waste ready to ship to Idaho.	<ul style="list-style-type: none"> For purposes of this performance measure, retrieved volume is the original volume retrieved from the stack and does not include additional volume from repackaging and/or treatment. The volume of one 55-gallon drum in an 85-gallon overpack is defined as 0.208 m³. One 85-gallon drum is defined as 0.322 m³. One standard waste box is defined as 1.8 m³. “Prohibited Item” is a term used to differentiate waste drums requiring additional steps (i.e.: disposition of liquids, aerosols, sealed containers >4 liters) over direct transfer, or a layer of confinement reduction, repackage/package to meet HNF-EP-0063 in accordance with the WIPP Waste Acceptance Criteria. 	\$250,000.00	\$0.00		
PM-13-01.1b (4th increment)	9/30/2009	N/A	Complete the following on 470 m ³ CH-TRU/M waste: (1) Certify and/or repackage to meet certification requirements CH-TRU/M waste for disposal at WIPP prior to closeout of the RL certification program;r (2) Repackage and/or package CH-TRU/M waste such that meets the requirements of HNF-EP-0063, Hanford Site Solid Waste Acceptance Criteria; (3) Characterize CH-TRU/M waste ready to ship to Idaho.	<ul style="list-style-type: none"> Maximum of 1050 drums of CH TRU/M waste ready to ship to Idaho counts toward this objective. 	\$250,000.00	\$0.00		
PM-13-01.1b (prohibited item)	9/30/2009	N/A	Complete the following on 470 m ³ CH-TRU/M waste: (1) Certify and/or repackage to meet certification requirements CH-TRU/M waste for disposal at WIPP prior to closeout of the RL certification program;r (2) Repackage and/or package CH-TRU/M waste such that meets the requirements of HNF-EP-0063, Hanford Site Solid Waste Acceptance Criteria; (3) Characterize CH-TRU/M waste ready to ship to Idaho.		\$500,000.00	\$0.00		
PM-13-02.1			Remote-handled and Large Container LLW/MLLW Disposition (M-91-43)					
PM-13-02.1a (1st increment)	9/30/2009	N/A	Treat and package 270 m ³ of M-91-43 waste as necessary to comply with applicable waste acceptance criteria for disposal. Dispose 270 m ³ of M-91-43 waste.	<ul style="list-style-type: none"> Document in a verifiable manner the compliant disposal of M-91-43 waste. Waste shipped offsite for treatment prior to October 1, 2008, does not count towards this performance incentive. 	\$162,500.00	\$0.00		
PM-13-02.1b (2nd increment)	9/30/2009	N/A	Treat and package 270 m ³ of M-91-43 waste as necessary to comply with applicable waste acceptance criteria for disposal.	<ul style="list-style-type: none"> Disposal volumes are based on the pre-treated volume of the waste. The volume of the 55-gallon drum in an 85-gallon overpack is 	\$162,500.00	\$0.00		
PM-13-03.1			Reduce the threat of release to the environment of suspect TRU waste per TPA Milestone M-91-40					

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-13-03.1a	9/30/2009	N/A	Retrieve 250 m3 toward completion of TPA milestone M-91-40 for retrieval of suspect TRU waste.	<ul style="list-style-type: none"> Retrieve suspect TRU waste from those locations as defined in the Hanford Federal Facility Agreement and Consent Order M-91 milestone series (Settlement Agreement). Document this suspect TRU waste retrieval in a verifiable manner and provide evidence that waste resulting from each increment of original retrieved volume has been transferred to a treatment, storage, and/or disposal facility. Retrieval is defined as removing the drums or boxes from the stack, making a determination as to TRU waste or non-TRU waste, performing designation, transportation to a TSD or other compliant disposal facility, and acceptance at that TSD facility. For purposes of completing this Performance Incentive, TRU waste and TRUM (TRU Mixed) waste are considered synonymous. For purposes of this Performance Measure, retrieved volume is the original volume retrieved from the stack and does not include additional volume from overpacking, repacking and/or treatment. One 55-gallon drum is defined as 0.208 m3 One 85-gallon drum is defined as 0.322 m3 One standard waste box is defined as 1.8 m3 	\$1,000,000.00	\$0.00		
PM-13-04.1			Waste Treatment and Disposal					
PM-13-04.1a (1st inc)	9/30/2011	N/A	Treat and dispose of 1,530 m3 of small container contact-handled low-level waste and mixed low-level waste.	<ul style="list-style-type: none"> Document in a verifiable manner the compliant disposal of M-91-42 mixed low-level waste. Document in a verifiable manner the compliant disposal of contact-handled low-level waste in small containers. 	\$0.00	\$310,000.00		
PM-13-04.1a (2nd inc)	9/30/2011	N/A	Treat and dispose of 1,530 m3 of small container contact-handled low-level waste and mixed low-level waste.	<ul style="list-style-type: none"> Small container is as defined in Tri-Party Agreement Milestone M-91-00 for mixed low-level waste. 	\$0.00	\$310,000.00		
PM-13-04.1a (3rd inc)	9/30/2011	N/A	Treat and dispose of 1,530 m3 of small container contact-handled low-level waste and mixed low-level waste.	<ul style="list-style-type: none"> Disposal volume is based on the pretreatment volume of the waste. One 55-gallon drum is defined as 0.208 m3. One 85-gallon drum is defined as 0.322 m3. One standard waste box is defined as 1.8 m3. 	\$0.00	\$310,000.00		
PM-13-04.1a (4th inc)	9/30/2011	N/A	Treat and dispose of 1,530 m3 of small container contact-handled low-level waste and mixed low-level waste.	<ul style="list-style-type: none"> Waste from the U. S. Navy does not count towards this performance objective 	\$0.00	\$310,000.00		
PM-13-04.1a (5th inc)	9/30/2011	N/A	Treat and dispose of 1,530 m3 of small container contact-handled low-level waste and mixed low-level waste.	<ul style="list-style-type: none"> MLLW/LLW dispositioned at point of generation shall count toward this performance objective. 	\$0.00	\$310,000.00		
PM-13-04.1a (6th inc)	9/30/2011	N/A	Treat and dispose of 1,530 m3 of small container contact-handled low-level waste and mixed low-level waste.	<ul style="list-style-type: none"> Approved exceptions to the DOE M 435.1-1, Radioactive Waste Management Manual, one-year storage clock (documented in the RL's DOE 435.1 Implementation Plan [DOE-RL-200-25]) do not affect the contractor's ability to earn fee toward this incentive. 	\$0.00	\$310,000.00		
PM-13-04.1b (1st inc)	9/30/2011	N/A	Treat and dispose of 370 m3 of remote-handled low-level/mixed low-level waste, and/or large-container low-level/mixed low-level waste. (100 m3 inc)	<ul style="list-style-type: none"> Document in a verifiable manner the compliant disposal of M-91-43 large container contact-handled mixed low-level waste, and remote-handled mixed low-level waste. 	\$0.00	\$100,000.00		
PM-13-04.1b (2nd inc)	9/30/2011	N/A	Treat and dispose of 370 m3 of remote-handled low-level/mixed low-level waste, and/or large-container low-level/mixed low-level waste. (100 m3 inc)	<ul style="list-style-type: none"> Document in a verifiable manner the compliant disposal of remote-handled low-level waste and low-level waste in large containers. Large container is as defined in Tri-Party Agreement Milestone M-91-00 for mixed low-level waste. 	\$0.00	\$100,000.00		
PM-13-04.1b (Add'l inc)	9/30/2011	N/A	Treat and dispose of 370 m3 of remote-handled low-level/mixed low-level waste, and/or large-container low-level/mixed low-level waste. (add'l 70 m3 inc)	<ul style="list-style-type: none"> Disposal volume is based on the pretreatment volume of the waste. One 55-gallon drum is defined as 0.208 m3. One 85-gallon drum is defined as 0.322 m3. 	\$0.00	\$100,000.00		

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-13-04.1c (1st inc)	9/30/2012	N/A	Treat and dispose of contact-handled, small container mixed low-level and low-level waste. For waste generated after June 30, 2009, dispose waste in accordance with the requirements of DOE M 435.1-1, Radioactive Waste Management Manual. (FY-12)	<ul style="list-style-type: none"> Maintain capability for waste disposal in accordance with the requirements of DOE M 435.1-1, Radioactive Waste Management Manual. Document in a verifiable manner the compliant disposal of waste. Small-container is defined by Tri-Party Agreement Milestone M-91-00. 	\$50,000.00	\$0.00		
PM-13-04.1c (2nd inc)	9/30/2013	N/A	Treat and dispose of contact-handled, small container mixed low-level and low-level waste. For waste generated after June 30, 2009, dispose waste in accordance with the requirements of DOE M 435.1-1, Radioactive Waste Management Manual. (FY-13)	<ul style="list-style-type: none"> Disposal volume is based on the pretreatment volume of the waste. One 55-gallon drum is defined as 0.208 m3. Waste that is the subject Performance Measure RL-0013-04, Performance Objective 1a does not count toward this Performance Objective. 	\$50,000.00	\$0.00		
PM-13-04.1d (1st inc)	9/30/2012	N/A	Treat and dispose of remote-handled mixed/low-level waste and large-container and mixed/low-level waste. For waste generated after June 30, 2009, dispose waste in accordance with the requirements of DOE M 435.1-1, Radioactive Waste Management Manual (FY-12)	<ul style="list-style-type: none"> Maintain capability for waste disposal in accordance with the requirements of DOE M 435.1-1, Radioactive Waste Management Manual. Document in a verifiable manner the compliant disposal of waste. Large-container is defined by Tri-Party Agreement Milestone M-91-00. 	\$50,000.00	\$0.00		
PM-13-04.1d (2nd inc)	9/30/2013	N/A	Treat and dispose of remote-handled mixed/low-level waste and large-container and mixed/low-level waste. For waste generated after June 30, 2009, dispose waste in accordance with the requirements of DOE M 435.1-1, Radioactive Waste Management Manual (FY-13)	<ul style="list-style-type: none"> Disposal volume is based on the pretreatment volume of the waste. One 55-gallon drum is defined as 0.208 m3. Waste that is the subject 370 m3 ARRA performance objective does not count toward this objective. 	\$50,000.00	\$0.00		
PM-13-05.1			Reduce the threat of release to the environment of suspect TRU waste					
PM-13-05.1a (1st inc)	9/30/2011	N/A	Retrieve 2500 m3 of contact-handled retrievably-stored suspect TRU waste toward completion of Tri-Party Agreement Milestone M-91-40.	\$535,000.00 in fee may be earned as Incremental Fee upon completion of retrieval of each of up to ten increments of suspect TRU at 250 m3 for a total of 2500 m3 on or before September 30, 2011.	\$0.00	\$535,000.00		
PM-13-05.1a (2nd inc)	9/30/2011	N/A	Retrieve 2500 m3 of contact-handled retrievably-stored suspect TRU waste toward completion of Tri-Party Agreement Milestone M-91-41	\$250,000.00 in fee may be earned as Incremental Fee upon completion of repackaging/packaging of CH-TRU/M using Point of Generation Packaging technology into standard waste boxes per HNF-EP-0063, Hanford Solid Waste Acceptance Criteria, that is eligible for certification by the Central Characterization Project for one increment of 50 m3 on or before July 31, 2011.	\$0.00	\$535,000.00		
PM-13-05.1a (3rd inc)	9/30/2011	N/A	Retrieve 2500 m3 of contact-handled retrievably-stored suspect TRU waste toward completion of Tri-Party Agreement Milestone M-91-42		\$0.00	\$535,000.00		
PM-13-05.1a (4th inc)	9/30/2011	N/A	Retrieve 2500 m3 of contact-handled retrievably-stored suspect TRU waste toward completion of Tri-Party Agreement Milestone M-91-43		\$0.00	\$535,000.00		
PM-13-05.1a (5th inc)	9/30/2011	N/A	Retrieve 2500 m3 of contact-handled retrievably-stored suspect TRU waste toward completion of Tri-Party Agreement Milestone M-91-44	\$200,000.00 in fee may be earned as Incremental Fee for each of an additional three increments of 50 m3 of CH-TRU/M repackaged/packaged using Point of Generation Packaging technology into standard waste boxes per HNF-EP-0063, Hanford Solid Waste Acceptance Criteria, which is eligible for certification by the Central Characterization Project on or before September 30, 2011.	\$0.00	\$535,000.00		
PM-13-05.1a (6th inc)	9/30/2011	N/A	Retrieve 2500 m3 of contact-handled retrievably-stored suspect TRU waste toward completion of Tri-Party Agreement Milestone M-91-45		\$0.00	\$535,000.00		
PM-13-05.1a (7th inc)	9/30/2011	N/A	Retrieve 2500 m3 of contact-handled retrievably-stored suspect TRU waste toward completion of Tri-Party Agreement Milestone M-91-46	<ul style="list-style-type: none"> The transuranic waste fraction of the retrievably-stored waste is shipped to a permitted and compliant treatment, storage, and disposal facility or placed in interim storage pending future process at the burial ground. 	\$0.00	\$535,000.00		
PM-13-05.1a (8th inc)	9/30/2011	N/A	Retrieve 2500 m3 of contact-handled retrievably-stored suspect TRU waste toward completion of Tri-Party Agreement Milestone M-91-47	<ul style="list-style-type: none"> Certifiable waste is waste that meets the requirements of HNF-EP-0063, Hanford Site Solid Waste Acceptance Criteria, and can be certified by the Central Characterization Project. 	\$0.00	\$535,000.00		
PM-13-05.1a (9th inc)	9/30/2011	N/A	Retrieve 2500 m3 of contact-handled retrievably-stored suspect TRU waste toward completion of Tri-Party Agreement Milestone M-91-48	<ul style="list-style-type: none"> The mixed low-level waste fraction of the retrievably-stored 	\$0.00	\$535,000.00		

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-13-05.1a (10th inc)	9/30/2011	N/A	Retrieve 2500 m3 of contact-handled retrievably-stored suspect TRU waste toward completion of Tri-Party Agreement Milestone M-91-49	waste is considered retrieved when it is shipped to a treatment facility. <ul style="list-style-type: none"> Retrieval volume is based on the pre-retrieval volume of the container. 	\$0.00	\$535,000.00		
PM-13-05.1a (first inc)	7/31/2011	N/A	Retrieve 2500 m3 of contact-handled retrievably-stored suspect TRU waste toward completion of Tri-Party Agreement Milestone M-91-49 (point of generation technology)	<ul style="list-style-type: none"> The volume of a 55-gallon drum in an 85-gallon overpack is defined as 0.208 m3. One 55-gallon drum is defined as 0.208 m3. One 85-gallon drum is defined as 0.322 m3. 	\$0.00	\$250,000.00		
PM-13-05.1a (add'l 50m3)	9/30/2011	N/A	Retrieve 2500 m3 of contact-handled retrievably-stored suspect TRU waste toward completion of Tri-Party Agreement Milestone M-91-49	<ul style="list-style-type: none"> Using Point of Generation Packaging technology, repackage/package contact-handled transuranic waste from the trenches into standard waste boxes that is eligible for certification by the Central Characterization Project consistent with HNF-EP-0063, Hanford Site Solid Waste Acceptance Criteria. 	\$0.00	\$200,000.00		
PM-13-05.1a (add'l 50m3)	9/30/2011	N/A	Retrieve 2500 m3 of contact-handled retrievably-stored suspect TRU waste toward completion of Tri-Party Agreement Milestone M-91-49	<ul style="list-style-type: none"> Only RL-013 retrieved waste will apply toward this objective. One SWB is defined as 1.8 m3. 	\$0.00	\$200,000.00		
PM-13-05.1a (add'l 50m3)	9/30/2011	N/A	Retrieve 2500 m3 of contact-handled retrievably-stored suspect TRU waste toward completion of Tri-Party Agreement Milestone M-91-49	<ul style="list-style-type: none"> For the purpose of this performance measure, the measured volume is the volume of the waste. 	\$0.00	\$200,000.00		
PM-13-05.1b	9/30/2011	N/A	Retrieve 70 m3 of suspect remote-handled retrievably-stored TRU waste toward completion of Tri-Party Agreement Milestone M-91-41.	<ul style="list-style-type: none"> The transuranic waste fraction of the retrievably-stored waste is shipped to a permitted and compliant treatment, storage, and disposal facility or placed in interim storage pending future process at the burial ground. Certifiable waste is waste that meets the requirements of HNF-EP-0063, Hanford Site Solid Waste Acceptance Criteria, and can be certified by Central Characterization Project. Retrieval volume is based on the pre-retrieval volume and RH status of the container as documented in SWITs or if the TPA milestone is verified as complete. The volume of a 55-gallon drum in an 85-gallon overpack is defined as 0.208 m3. One 55-gallon drum is defined as 0.208 m3. One 85-gallon drum is defined as 0.322 m3. 	\$0.00	\$50,000.00		
PM-13-05.1c			Within the Low Level Burial Grounds, package/repackage retrieved non-caisson contact-handled TRU waste into standard waste boxes.					
PM-13-05.1c.1 (first inc)	9/30/2012	N/A	Complete retrieval of non-caisson retrievably-stored waste (as defined in Tri-Party Agreement Milestones M-91-00, M-91-40 and M-91-41). First increment of 250 m3 for a total of 2,000 m3.	<ul style="list-style-type: none"> The transuranic waste fraction of the retrievably-stored waste is shipped to a permitted and compliant treatment, storage, and disposal facility or placed in interim storage pending future processing at the burial ground. 	\$250,000.00	\$0.00		
PM-13-05.1c.1 (second inc)	9/30/2012	N/A	Complete retrieval of non-caisson retrievably-stored waste (as defined in Tri-Party Agreement Milestones M-91-00, M-91-40 and M-91-41). Second increment of 250 m3 for a total of 2,000 m3.	<ul style="list-style-type: none"> The mixed low-level waste fraction of the retrievably-stored waste is shipped to a treatment or disposal facility. Retrieval volume is based on the pre-retrieval volume of the container. 	\$250,000.00	\$0.00		
PM-13-05.1c.1 (third inc)	9/30/2012	N/A	Complete retrieval of non-caisson retrievably-stored waste (as defined in Tri-Party Agreement Milestones M-91-00, M-91-40 and M-91-41). Third increment of 250 m3 for a total of 2,000 m3.	<ul style="list-style-type: none"> The volume of a 55-gallon drum in an 85-gallon overpack is defined as 0.208 m3. One 55-gallon drum is defined as 0.208 m3. Only WBS 013 waste containers retrieved since October 1, 2009, will apply toward this objective. 	\$250,000.00	\$0.00		
PM-13-05.1c.1 (fourth inc)	9/30/2012	N/A	Complete retrieval of non-caisson retrievably-stored waste (as defined in Tri-Party Agreement Milestones M-91-00, M-91-40 and M-91-41). Fourth increment of 250 m3 for a total of 2,000 m3.	<ul style="list-style-type: none"> One SWB is defined as 1.8 m3. 	\$250,000.00	\$0.00		

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-13-05.1c.1 (fifth inc)	9/30/2012	N/A	Complete retrieval of non-caisson retrievably-stored waste (as defined in Tri-Party Agreement Milestones M-91-00, M-91-40 and M-91-41). Fifth increment of 250 m3 for a total of 2,000 m3.		\$250,000.00	\$0.00		
PM-13-05.1c.1 (sixth inc)	9/30/2012	N/A	Complete retrieval of non-caisson retrievably-stored waste (as defined in Tri-Party Agreement Milestones M-91-00, M-91-40 and M-91-41). Sixth increment of 250 m3 for a total of 2,000 m3.		\$250,000.00	\$0.00		
PM-13-05.1c.1 (seventh inc)	9/30/2012	N/A	Complete retrieval of non-caisson retrievably-stored waste (as defined in Tri-Party Agreement Milestones M-91-00, M-91-40 and M-91-41). Seventh increment of 250 m3 for a total of 2,000 m3.		\$250,000.00	\$0.00		
PM-13-05.1c.1 (eighth inc)	9/30/2012	N/A	Complete retrieval of non-caisson retrievably-stored waste (as defined in Tri-Party Agreement Milestones M-91-00, M-91-40 and M-91-41). Eighth increment of 250 m3 for a total of 2,000 m3.		\$250,000.00	\$0.00		
PM-13-05.1c.1 (ninth inc)	9/30/2012	N/A	Complete retrieval of non-caisson retrievably-stored waste (as defined in Tri-Party Agreement Milestones M-91-00, M-91-40 and M-91-41). Retrieval of all non-caisson retrievably-stored waste (as defined in Tri-Party Agreement Milestones M-91-00, M-91-40 and M-91-41).		\$500,000.00	\$0.00		
PM-13-05.1c.2 (first inc)	9/30/2012	N/A	Package/repackage retrieved non-caisson contact-handled TRU waste into standard waste boxes such that it meets the requirements of HNF-EP-0063, Hanford Solid Waste Acceptance Criteria and is eligible for certification by the Central Characterization Project. First increment of 100 m3 for a total of 1000 m3.	<ul style="list-style-type: none"> Waste packaged/repackaged and counted towards completion of this Performance Objective does not count towards completion of any other package/repackage Performance Measure/Performance Objective. The transuranic waste fraction of the retrievably-stored waste is shipped to a permitted and compliant treatment, storage, and disposal facility or placed in interim storage pending future processing at the burial ground. 	\$150,000.00	\$0.00		
PM-13-05.1c.2 (second inc)	9/30/2012	N/A	Package/repackage retrieved non-caisson contact-handled TRU waste into standard waste boxes such that it meets the requirements of HNF-EP-0063, Hanford Solid Waste Acceptance Criteria and is eligible for certification by the Central Characterization Project. Second increment of 100 m3 for a total of 1000 m3.	<ul style="list-style-type: none"> The mixed low-level waste fraction of the retrievably-stored waste is shipped to a treatment or disposal facility. Retrieval volume is based on the pre-retrieval volume of the container. The volume of a 55-gallon drum in an 85-gallon overpack is defined as 0.208 m3. 	\$150,000.00	\$0.00		
PM-13-05.1c.2 (third inc)	9/30/2012	N/A	Package/repackage retrieved non-caisson contact-handled TRU waste into standard waste boxes such that it meets the requirements of HNF-EP-0063, Hanford Solid Waste Acceptance Criteria and is eligible for certification by the Central Characterization Project. Third increment of 100 m3 for a total of 1000 m3.	<ul style="list-style-type: none"> One 55-gallon drum is defined as 0.208 m3. Repackage/package contact-handled transuranic waste into standard waste boxes for certification by the Central Characterization Project consistent with HNF-EP-0063, Hanford Site Solid Waste Acceptance Criteria. Only WBS 013 waste containers retrieved since October 1, 2009, will apply toward this objective. 	\$150,000.00	\$0.00		
PM-13-05.1c.2 (fourth inc)	9/30/2012	N/A	Package/repackage retrieved non-caisson contact-handled TRU waste into standard waste boxes such that it meets the requirements of HNF-EP-0063, Hanford Solid Waste Acceptance Criteria and is eligible for certification by the Central Characterization Project. Fourth increment of 100 m3 for a total of 1000 m3.	<ul style="list-style-type: none"> Document in a verifiable manner the completion of repackaging/packaging into standard waste boxes for the remaining CH TRU waste from the trenches. One SWB is defined as 1.8 m3. 	\$150,000.00	\$0.00		

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-13-05.1c.2 (fifth inc)	9/30/2012	N/A	Package/repackage retrieved non-caisson contact-handled TRU waste into standard waste boxes such that it meets the requirements of HNF-EP-0063, Hanford Solid Waste Acceptance Criteria and is eligible for certification by the Central Characterization Project. Fifth increment of 100 m3 for a total of 1000 m3.		\$150,000.00	\$0.00		
PM-13-05.1c.2 (sixth inc)	9/30/2012	N/A	Package/repackage retrieved non-caisson contact-handled TRU waste into standard waste boxes such that it meets the requirements of HNF-EP-0063, Hanford Solid Waste Acceptance Criteria and is eligible for certification by the Central Characterization Project. Sixth increment of 100 m3 for a total of 1000 m3.		\$150,000.00	\$0.00		
PM-13-05.1c.2 (seventh inc)	9/30/2012	N/A	Package/repackage retrieved non-caisson contact-handled TRU waste into standard waste boxes such that it meets the requirements of HNF-EP-0063, Hanford Solid Waste Acceptance Criteria and is eligible for certification by the Central Characterization Project. Seventh increment of 100 m3 for a total of 1000 m3.		\$150,000.00	\$0.00		
PM-13-05.1c.2 (eighth inc)	9/30/2012	N/A	Package/repackage retrieved non-caisson contact-handled TRU waste into standard waste boxes such that it meets the requirements of HNF-EP-0063, Hanford Solid Waste Acceptance Criteria and is eligible for certification by the Central Characterization Project. Eighth increment of 100 m3 for a total of 1000 m3.		\$150,000.00	\$0.00		
PM-13-05.1c.2 (ninth inc)	9/30/2012	N/A	Package/repackage retrieved non-caisson contact-handled TRU waste into standard waste boxes such that it meets the requirements of HNF-EP-0063, Hanford Solid Waste Acceptance Criteria and is eligible for certification by the Central Characterization Project. Ninth increment of 100 m3 for a total of 1000 m3.		\$150,000.00	\$0.00		
PM-13-05.1c.2 (tenth inc)	9/30/2012	N/A	Package/repackage retrieved non-caisson contact-handled TRU waste into standard waste boxes such that it meets the requirements of HNF-EP-0063, Hanford Solid Waste Acceptance Criteria and is eligible for certification by the Central Characterization Project. Tenth increment of 100 m3 for a total of 1000 m3.		\$150,000.00	\$0.00		
PM-13-05.1d (1st Caisson)	9/30/2012	N/A	Complete retrieval of caisson, remote-handled retrievably-stored waste (as defined in Tri-Party Agreement Milestones M-91-00 and M-91-41). First Caisson.	<ul style="list-style-type: none"> The waste is placed in an approved interim storage location pending future processing. The caissons will be empty of all waste containers and debris. 	\$500,000.00	\$0.00		
PM-13-05.1d (2nd Caisson)	9/30/2012	N/A	Complete retrieval of caisson, remote-handled retrievably-stored waste (as defined in Tri-Party Agreement Milestones M-91-00 and M-91-41). Second Caisson.		\$500,000.00	\$0.00		

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-13-05.1d (3rd Caisson)	9/30/2012	N/A	Complete retrieval of caisson, remote-handled retrievably-stored waste (as defined in Tri-Party Agreement Milestones M-91-00 and M-91-41). Third Caisson.		\$500,000.00	\$0.00		
PM-13-05.1d (4th Caisson)	9/30/2012	N/A	Complete retrieval of caisson, remote-handled retrievably-stored waste (as defined in Tri-Party Agreement Milestones M-91-00 and M-91-41). Fourth Caisson.		\$500,000.00	\$0.00		
PM-13-06.1			Complete repackaging of Transuranic Waste.					
PM-13-06.1a (1st 110m3 inc)	9/30/2011	N/A	Complete the repackaging of 860 m3 of contact-handled transuranic waste drums, currently located in above ground storage, in a condition acceptable for Central Characterization Project certification.	\$540,000.00 in fee may be earned as Incremental Fee upon completion of repackage/package per HNF-EP-0063, for each of the first seven increments of 110 m3 for a total of 770 m3 on or before September 30, 2011.	\$0.00	\$540,000.00		
PM-13-06.1a (2nd 110m3 inc)	9/30/2011	N/A	Complete the repackaging of 860 m3 of contact-handled transuranic waste drums, currently located in above ground storage, in a condition acceptable for Central Characterization Project certification.	\$1,000,000.00 in fee may be earned as Incremental Fee upon completion of repackage/package of a final (eighth) increment of 90 m3 for a total of 860 m3 on or before September 30, 2011. \$175,000.00 in fee may be earned as Incremental Fee upon initiation of large-container transuranic waste (as defined in Tri-Party Agreement Milestone M-91-00 and M-91-44) processing by September 30, 2011.	\$0.00	\$540,000.00		
PM-13-06.1a (3rd 110m3 inc)	9/30/2011	N/A	Complete the repackaging of 860 m3 of contact-handled transuranic waste drums, currently located in above ground storage, in a condition acceptable for Central Characterization Project certification.	\$225,000.00 in fee may be earned as Incremental Fee upon completion of processing a container that is 25 m3 or larger by September 30, 2011.	\$0.00	\$540,000.00		
PM-13-06.1a (4th 110m3 inc)	9/30/2011	N/A	Complete the repackaging of 860 m3 of contact-handled transuranic waste drums, currently located in above ground storage, in a condition acceptable for Central Characterization Project certification.	<ul style="list-style-type: none"> • Repackage/package contact-handled transuranic waste such that it is eligible for certification by the Central Characterization Project consistent with HNF-EP-0063, Hanford Site Solid Waste Acceptance Criteria. • Volumes of TRU waste in additional 85-gal over-packed drums prepared for shipment to the Advanced Mixed Waste Treatment Project (AMWTP) in Idaho, above the 1034 currently available, will be eligible. Obtain DOE concurrence for planned shipment and receipt at AMWTP, and demonstrate compliance with TRUPACT II and AMWTP requirements. 	\$0.00	\$540,000.00		
PM-13-06.1a (5th 110m3 inc)	9/30/2011	N/A	Complete the repackaging of 860 m3 of contact-handled transuranic waste drums, currently located in above ground storage, in a condition acceptable for Central Characterization Project certification.	<ul style="list-style-type: none"> • Only RL-013 retrieved/generated/backlog waste will apply toward this Performance Objective. Waste repackaged during the training of ARRA staff is included in this performance objective. • The volume of one 55-gallon drum in an 85-gallon overpack is defined as 0.208 m3. 	\$0.00	\$540,000.00		
PM-13-06.1a (6th 110m3 inc)	9/30/2011	N/A	Complete the repackaging of 860 m3 of contact-handled transuranic waste drums, currently located in above ground storage, in a condition acceptable for Central Characterization Project certification.	<ul style="list-style-type: none"> • One 55-gallon drum is defined as 0.208 m3. • One 85-gallon drum is defined as 0.322 m3. • One Standard Waste box (SWB) is defined as 1.8 m3. 	\$0.00	\$1,000,000.00		
PM-13-06.1a (7th 110m3 inc)	9/30/2011	N/A	Complete the repackaging of 860 m3 of contact-handled transuranic waste drums, currently located in above ground storage, in a condition acceptable for Central Characterization Project certification.	<ul style="list-style-type: none"> • Processing is considered initiated when a container greater than 1.8 m3 (containers larger than an SWB) and its contents have been 1) treated and disposed (mixed low-level waste fraction) and/or 2) placed in a certifiable waste form (transuranic waste fraction). 	\$0.00	\$175,000.00		
PM-13-06.1a (8th 90m3 inc)	9/30/2011	N/A	Complete the repackaging of 860 m3 of contact-handled transuranic waste drums, currently located in above ground storage, in a condition acceptable for Central Characterization Project certification.	<ul style="list-style-type: none"> • Certifiable waste is waste that meets the requirements of HNF-EP-0063, Hanford Site Solid Waste Acceptance Criteria, and is eligible for certification by Central Characterization Project. • For the purpose of this performance measure, processed volume 	\$0.00	\$225,000.00		
PM-13-06.1a (initiate lg container inc)	9/30/2011	N/A	Complete the repackaging of 860 m3 of contact-handled transuranic waste drums, currently located in above ground storage, in a condition acceptable for Central Characterization Project certification.					
PM-13-06.1a (complete 25M3 or larger container inc)	9/30/2011	N/A	Complete the repackaging of 860 m3 of contact-handled transuranic waste drums, currently located in above ground storage, in a condition acceptable for Central Characterization Project certification.					

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-13-06.1b	9/30/2013	N/A	Package/repackage remaining contact-handled TRU waste drums and standard waste boxes such that it meets the requirements of HNF-EP-0063, Hanford Solid Waste Acceptance Criteria, and is eligible for certification by the Central Characterization Project.	<ul style="list-style-type: none"> Waste packaged/repackaged and counted towards completion of this Performance Objective does not count towards completion of any other package/repackage Performance Measure/Performance Objective. Only waste containers containing waste created under WBS 013 or legacy waste managed under WBS 013 is eligible for application against this Performance Objective. Repackaged/packaged contact-handled transuranic waste must be eligible for certification by the Central Characterization Project consistent with HNF-EP-0063, Hanford Site Solid Waste Acceptance Criteria. All rework for packaged/repackaged waste that fails to be certified by the Central Characterization Project prior to July 31, 2013 must be complete and the packaged/repackaged waste must be eligible for certification by the Central Characterization Project consistent with HNF-EP-0063, Hanford Site Solid Waste Acceptance Criteria. For the purposes of this performance measure, retrieved volume is the original volume retrieved and does not include additional volume from repackaging and/or treatment. Document in a verifiable manner the completion of repackaging of the remaining CH TRU waste in above ground storage. Waste found to be RH-TRU during processing does not count toward this incentive. One 55-gallon drum is defined as 0.208 m3. One SWB is defined as 1.8 m3. 	\$1,971,891.80	\$0.00		
PM-13-07.1			Complete preparation activities for the installation of High Energy Real Time Radiography (RTR) unit					
PM-13-07.1b	9/30/2011	N/A	Provide certifiable waste and complete loading/shipping activities in support of the first shipment of contact-handled TRU waste to the Waste Isolation Pilot Plant (WIPP) in accordance with the DOE National TRU Acceleration Plan	<ul style="list-style-type: none"> Provide at least 42 drums (8m3) certified under the Hanford TRU Program to the Central Characterization Project (CCP) for the first shipment of TRU waste to WIPP in accordance with the DOE National TRU Acceleration Plan. Document in a verifiable manner the 42 drums (8m3) are certified for shipment to WIPP (WIPP Waste Information Systems WWIS or equivalent WIPP data system as approved by CBFO). Waste shipped to WIPP prior to October 1, 2008, does not count towards this Performance Objective. Document the completion of required contractor management assessment activities to support shipment as necessary. Provide support for loading and shipping activities in support of the CCP mobile loading crew for the first shipment of CH TRU waste to WIPP in accordance with the DOE National TRU Acceleration Plan. A shipment is complete once the Contractor has provided certifiable waste and supported loading/shipping activities as required to ensure the shipment is deemed shippable to WIPP. One 55-gallon drum is defined as 0.208 m3 	\$0.00	\$50,000.00		

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-13-07.1c (1st Increment)	9/30/2011	N/A	Support National TRU Waste Program shipping goals. Provide support for loading and shipping activities in support of the CCP mobile loading crew for shipment of TRU waste off-site consistent with the National TRU Waste Program goals. First increment of 50 TRU waste shipments.	<ul style="list-style-type: none"> A shipment is complete once the contractor has provided certifiable waste and supported loading/shipping activities as required to ensure the shipment is deemed shippable. All individual TRU transportation packaging equipment (e.g., TRUPACT-II, HalfPACT, or 72B containers) on a trailer have been sealed and a Tamper Indicating Device (TID) applied. 	\$0.00	\$305,000.00		
PM-13-07.1c (2nd Increment)	9/30/2011	N/A	Support National TRU Waste Program shipping goals. Provide support for loading and shipping activities in support of the CCP mobile loading crew for shipment of TRU waste off-site consistent with the National TRU Waste Program goals. First increment of 50 TRU waste shipments.		\$0.00	\$305,000.00		
PM-13-07.1c (3rd Increment)	9/30/2011	N/A	Support National TRU Waste Program shipping goals. Provide support for loading and shipping activities in support of the CCP mobile loading crew for shipment of TRU waste off-site consistent with the National TRU Waste Program goals. First increment of 50 TRU waste shipments.		\$0.00	\$305,000.00		
PM-13-07.1c (4th Increment)	9/30/2011	N/A	Support National TRU Waste Program shipping goals. Provide support for loading and shipping activities in support of the CCP mobile loading crew for shipment of TRU waste off-site consistent with the National TRU Waste Program goals. First increment of 50 TRU waste shipments.		\$0.00	\$305,000.00		
PM-13-07.1c (5th Increment)	9/30/2011	N/A	Support National TRU Waste Program shipping goals. Provide support for loading and shipping activities in support of the CCP mobile loading crew for shipment of TRU waste off-site consistent with the National TRU Waste Program goals. First increment of 50 TRU waste shipments.		\$0.00	\$305,000.00		
RL-13 Sub Total					\$11,445,510.90	\$15,165,000.00	\$0.00	\$0.00
PM-30-01.1			Groundwater restoration in the 100-HR-3 Operable Unit (OU) (100-H, 100-D, and Horn Area)					
PM-30-01.1a			Implement improved interim and final actions at the 100-HR-3 Operable Unit.					
PM-30-01.1a.3(a)	9/30/2011	N/A	Expand current pump-and-treat operational capacity utilizing ex situ treatment, in situ treatment, or a combination of both at 100-HR-3 Operable Unit to be operational and functional at a minimum 600 gpm capacity (DX), or as specified in the 100-HR-3 Operable Unit work plan.	<ul style="list-style-type: none"> Submit and receive DOE acceptance of a construction completion report. Submit and receive DOE acceptance of documentation verifying completion of Acceptance Test Procedure (as documented by the signed ATP package) and turnover to operations. * DOE evaluation of acceptance will follow the submittal dates. 	\$0.00	\$2,500,000.00		
PM-30-01.1a.4			Complete pump-and-treat system resin testing.					
PM-30-01.1a.4(a)	8/31/2009		Complete the resin testing at 100-DR-5 pump-and-treat system located in the 100-HR-3 Operable Unit.	<ul style="list-style-type: none"> Submit and receive DOE acceptance of the Resin Evaluation and Test Report which includes a recommendation for application of resin in the future DX pump-and-treat remediation system. 	\$30,316.12	\$0.00		

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-30-01.1a.4(b)	9/30/2013	N/A	Complete the resin testing at any pump-and-treat system within any River Corridor Operable Unit with the exception 100-DR-5 pump-and-treat system located in the 100 HR-3 Operable Unit. Complete the physical testing of the disposable resins and the waste determination of the spent resins. Submit a report that supports DOE in the goal of eliminating offsite ion exchange resin regeneration and includes a recommendation regarding site wide resin usage.	Submit and receive DOE acceptance of the Site Wide Resin Evaluation Report which includes a recommendation for application of resin in the existing and future pump-and-treat remediation systems within the River Corridor. * DOE evaluation of acceptance will follow the submittal date.	\$40,000.00	\$0.00		
PM-30-01.1c (Draft A RI/FS)	9/30/2013	N/A	Implement Final 100-HR-3 OU Remedy. Issue the RI/FS Report Draft A for submittal to regulators.	<ul style="list-style-type: none"> Complete deployment of the 100-HR-3 Operable Unit final remedial action per the final Record of Decision and Remedial Action/Remedial Design Work Plan requirements. Initiate full operations of the 100-HR-3 Operable Unit final remedial action per the final Record of Decision and Remedial Action/Remedial Design Work Plan requirements. Submit and receive DOE acceptance of documentation verifying deployment and start of full operations of the 100-HR-3 Operable Unit final remedial action per the final Record of Decision and Remedial Action/Remedial Design Work Plan requirements. 	\$200,000.00	\$0.00		
PM-30-01.1c (Rev 0 RD/RA)	9/30/2013	N/A	Implement Final 100-HR-3 OU Remedy. Complete the RD/RA Work Plan Rev 0.		\$50,000.00	\$0.00		
PM-30-01.1c (complete construction)	9/30/2013	N/A	Implement Final 100-HR-3 OU Remedy. Complete construction of final remedy per approved RD/RA Work Plan		\$250,000.00	\$0.00		
PM-30-01.1c (full operations per final ROD)	9/30/2013	N/A	Implement Final 100-HR-3 OU Remedy. Submit documentation verifying deployment and start of full operations of the 100-HR-3 Operable Unit final remedial action per the final Record of Decision and Remedial Action/Remedial Design Work Plan requirements.		\$500,000.00	\$0.00		
PM-30-02.1			Groundwater Restoration in the 100-KR-4 Operable Unit					
PM-30-02.1a			Implement improved interim and final actions at the 100-KR-4 Operable Unit.					
PM-30-02.1a.1	9/30/2013	N/A	Expand current pump-and-treat system at 100-KR-4 and maintain a minimum 900 gpm groundwater flow through the KR-4 pump and treat facilities for a ten month period.	Submit and receive DOE acceptance of documentation of groundwater flow rates through the KR-4 facilities for a ten month period. Documentation will be provided one month following completion of the ten month period. Force majeure, maintenance, and facility modifications to support realignments and construction will not count against or reset the ten month period. DOE evaluation of acceptance will follow the submittal date.	\$500,000.00	\$0.00		
PM-30-02.1c (Draft A RI/FS)	9/30/2013	N/A	Implement Final 100-KR-4 OU Remedy. Issue the RI/FS Report Draft A for submittal to regulators.	<ul style="list-style-type: none"> Complete deployment of the 100-KR-4 Operable Unit final remedial action per the final Record of Decision and Remedial Action/Remedial Design Work Plan requirements. Initiate full operations of the 100-KR-4 Operable Unit final remedial action per the final Record of Decision and Remedial Action/Remedial Design Work Plan requirements. Submit and receive DOE acceptance of documentation verifying deployment and start of full operations of the 100-KR-4 Operable Unit final remedial action per the final Record of Decision and Remedial Action/Remedial Design Work Plan requirements. 	\$200,000.00	\$0.00		
PM-30-02.1c (Rev 0 RD/RA)	9/30/2013	N/A	Implement Final 100-KR-4 OU Remedy. Complete the RD/RA Work Plan Rev 0.		\$50,000.00	\$0.00		
PM-30-02.1c (complete construction)	9/30/2013	N/A	Implement Final 100-KR-4 OU Remedy. Complete construction of final remedy per approved RD/RA Work Plan		\$250,000.00	\$0.00		
PM-30-02.1c (full operations per final ROD)	9/30/2013	N/A	Implement Final 100-KR-4 OU Remedy. Submit documentation verifying deployment and start of full operations of the 100-KR-4 Operable Unit final remedial action per the final Record of Decision and Remedial Action/Remedial Design Work Plan requirements.		\$500,000.00	\$0.00		
PM-30-03.1			Groundwater Restoration in the 100-NR-2 Operable Unit					
PM-30-03.1a			Implement improved interim and final actions at the 100-NR-2 Operable Unit					

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-30-03.1a.2 (initiate injection)	9/30/2013	N/A	Complete expansion of the 100-NR-2 apatite permeable sequestration barrier in the vadose zone and in the aquifer by an additional 600 feet. Fabricate injection skids and initiate injection into the wells.	<ul style="list-style-type: none"> Complete expansion of the 100-NR-2 apatite permeable sequestration barrier in the vadose zone and in the aquifer by an additional 600 feet. Submit and receive DOE acceptance of documentation verifying completion of the 100-NR-2 apatite permeable sequestration barrier expansion. 	\$50,000.00	\$0.00		
PM-30-03.1a.2 (injection completion)	9/30/2013	N/A	Complete expansion of the 100-NR-2 apatite permeable sequestration barrier in the vadose zone and in the aquifer by an additional 600 feet. Complete well injections.		\$50,000.00	\$0.00		
PM-30-03.1a.2 (treatment of upper vadose zone)	9/30/2013	N/A	Complete expansion of the 100-NR-2 apatite permeable sequestration barrier in the vadose zone and in the aquifer by an additional 600 feet. Complete treatment of upper vadose zone with selected technology.		\$100,000.00	\$0.00		
PM-30-03.1a.2 (construction completion report)	9/30/2013	N/A	Complete expansion of the 100-NR-2 apatite permeable sequestration barrier in the vadose zone and in the aquifer by an additional 600 feet. Submit a construction completion report.		\$100,000.00	\$0.00		
PM-30-03.1b (Draft A RI/FS)	9/30/2013	N/A	Implement Final 100-NR-2 Remedy. Issue the RI/FS Report Draft A for submittal to regulators.	<ul style="list-style-type: none"> Complete deployment of the 100-NR-2 Operable Unit final remedial action per the final Record of Decision and Remedial Action/Remedial Design Work Plan requirements. Submit and receive DOE acceptance of documentation verifying deployment of the 100-NR-2 Operable Unit final remedial action per the final Record of Decision and Remedial Action/Remedial Design Work Plan requirements. 	\$100,000.00	\$0.00		
PM-30-03.1b (Rev 0 RD/RA)	9/30/2013	N/A	Implement Final 100-NR-2 Remedy. Complete the RD/RA Work Plan Rev 0.		\$25,000.00	\$0.00		
PM-30-03.1b (complete construction)	9/30/2013	N/A	Implement Final 100-NR-2 Remedy. Complete construction of final remedy per approved RD/RA Work Plan		\$125,000.00	\$0.00		
PM-30-03.1b (deployment per final ROD)	9/30/2013	N/A	Implement Final 100-NR-2 Remedy. Submit documentation verifying deployment and start of full operations of the 100-NR-2 Operable Unit final remedial action per the final Record of Decision and Remedial Action/Remedial Design Work Plan requirements.		\$250,000.00	\$0.00		
PM-30-04.1			Groundwater Restoration in the 300-FF-5 Operable Unit					
PM-30-04.1b (Draft A RI/FS)	9/30/2013	N/A	Implement Final 300-FF-5 Remedy. Issue the RI/FS Report Draft A for submittal to regulators.	<ul style="list-style-type: none"> Complete deployment of the 300-FF-5 Operable Unit final remedial action per the final Record of Decision and Remedial Action/Remedial Design Work Plan requirements. Submit and receive DOE acceptance of documentation verifying deployment of the 300-FF-5 Operable Unit final remedial action per the final Record of Decision and Remedial Action/Remedial Design Work Plan requirements. 	\$40,000.00	\$0.00		
PM-30-04.1b (Rev 0 RD/RA)	9/30/2013	N/A	Implement Final 300-FF-5 Remedy. Complete the RD/RA Work Plan Rev 0.		\$25,000.00	\$0.00		
PM-30-04.1b (complete construction)	9/30/2013	N/A	Implement Final 300-FF-5 Remedy. Complete construction of final remedy per approved RD/RA Work Plan		\$65,000.00	\$0.00		
PM-30-04.1b (deployment per final ROD)	9/30/2013	N/A	Implement Final 300-FF-5 Remedy. Submit documentation verifying deployment and start of full operations of the 300-FF-5 Operable Unit final remedial action per the final Record of Decision and Remedial Action/Remedial Design Work Plan requirements.		\$130,000.00	\$0.00		
PM-30-05.1			200-ZP-1 Operable Unit Implement Final Remedy					
PM-30-05.1a			Construct and operate the 200 West Groundwater Remediation System to meet the 200-ZP-1 final Record of Decision and Remedial Design/Remedial Action Work Plan Requirements.					

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount	
PM-30-05.1a.1	9/30/2009	N/A	Complete field work to support design development of 200 West Groundwater Remediation System in accordance with the 200-ZP-1 final Record of Decision and Remedial Design/Remedial Action Work Plan Requirements.	<ul style="list-style-type: none"> Submit the results of the first well hydraulic test to DOE in a field test report. The field test report is accepted by DOE as sufficient to facilitate design development. 	\$75,000.00	\$0.00			
PM-30-05.1a.2	9/30/2009	N/A	Install PW-1 soil vapor extraction (SVE) units and initiate operations.	<ul style="list-style-type: none"> Submit and receive DOE acceptance of a construction completion report. Submit and receive DOE acceptance of documentation verifying completion of Acceptance/Operational Test Procedure (or equivalent) and turnover to operations. 	\$75,000.00	\$0.00			
PM-30-05.1a.3(a) (90% Design)	9/30/2011	N/A	Complete design, construction, and acceptance testing of the 200 West Groundwater Remediation System in accordance with the Remedial Design/Remedial Action Work Plan and the 200-ZP-1 final Record of Decision. Issue the 90% design.	<ul style="list-style-type: none"> Submit and receive DOE acceptance of final design (IFC drawings), construction, and construction acceptance testing of the 200 West Groundwater Remediation System. 	\$0.00	\$500,000.00			
PM-30-05.1a.3(a) (17 Well Network)	9/30/2011	N/A	Complete design, construction, and acceptance testing of the 200 West Groundwater Remediation System in accordance with the Remedial Design/Remedial Action Work Plan and the 200-ZP-1 final Record of Decision. Install the initial 17 well extraction and injection well network.		\$0.00	\$250,000.00			
PM-30-05.1a.3(a) (Fabrication and Inspection of Major Process Equipment)	9/30/2011	N/A	Complete design, construction, and acceptance testing of the 200 West Groundwater Remediation System in accordance with the Remedial Design/Remedial Action Work Plan and the 200-ZP-1 final Record of Decision. Complete fabrication and inspection of major process equipment.		\$0.00	\$2,000,000.00			
PM-30-05.1a.3(a) (Transfer Buildings 1-4)	9/30/2011	N/A	Complete design, construction, and acceptance testing of the 200 West Groundwater Remediation System in accordance with the Remedial Design/Remedial Action Work Plan and the 200-ZP-1 final Record of Decision. Complete construction of Transfer Buildings (1-4).		\$0.00	\$500,000.00			
PM-30-05.1a.3(a) (Radiological and Bio-Process Buildings)	9/30/2011	N/A	Complete design, construction, and acceptance testing of the 200 West Groundwater Remediation System in accordance with the Remedial Design/Remedial Action Work Plan and the 200-ZP-1 final Record of Decision. Complete construction of the Radiological and Bio-Process Buildings.		\$0.00	\$2,000,000.00			
PM-30-05.1a.3(a) (Final design, construction and acceptance testing)	9/30/2011	N/A	Complete design, construction, and acceptance testing of the 200 West Groundwater Remediation System in accordance with the Remedial Design/Remedial Action Work Plan and the 200-ZP-1 final Record of Decision. Complete final design (Issued for Construction (IFC) drawings), construction and construction acceptance testing of the 200 West Groundwater Remediation System.		\$0.00	\$10,110,782.72			
PM-30-05.1a.5	9/30/2013	N/A	Optimize the operation of the 200-PW-1 Soil Vapor Extraction (SVE) units. During the first months of recent operations, minor adjustments have been made to improve the two new SVE units. However, these units have not been operating at full capacity. This performance incentive is designed to maximize the performance of these systems. Document 20% increase over FY09.		Submit and receive DOE acceptance of a report documenting a 20% increase over FY09 in standard cubic feet treated per year at each SVE unit.* * DOE evaluation of acceptance will follow the submittal date.	\$75,000.00	\$0.00		

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-30-05.1a.5	9/30/2013	N/A	Optimize the operation of the 200-PW-1 Soil Vapor Extraction (SVE) units. During the first months of recent operations, minor adjustments have been made to improve the two new SVE units. However, these units have not been operating at full capacity. This performance incentive is designed to maximize the performance of these systems. Document volumetric treatment equal or greater than that of FY10 completion criteria.	Submit a summary report to DOE for acceptance covering FY11 operational period documenting a volumetric treatment equal or greater than that of the FY 2010 completion criteria. Facility downtime caused by force majeure, well realignments, maintenance, etc. will not count against or reset the volume treated.* * DOE evaluation of acceptance will follow the submittal date.	\$75,000.00	\$0.00		
PM-30-06.1			200-UP-1 Operable Unit Implement Final Remedy					
PM-30-06.1a			Construct a groundwater extraction system to operate as a treatment system to address the 200-UP-1 OU final Record of Decision and Remedial Action/Remedial Design Work Plan Requirements.					
PM-30-06.1a.2 (Draft A RI/FS)	9/30/2013	N/A	Implement final 200-UP-1 OU remedy. Issue the RI/FS Report Draft A for submittal to regulators.	<ul style="list-style-type: none"> Complete deployment of the 200-UP-1 Operable Unit final remedial action per the final Record of Decision and Remedial Action/Remedial Design Work Plan requirements. Initiate full operations of the 200-UP-1 Operable Unit final remedial action per the final Record of Decision and Remedial Action/Remedial Design Work Plan requirements. Submit and receive DOE acceptance of documentation verifying deployment and start of full operations of the 200-UP-1 Operable Unit final remedial action per the final Record of Decision and Remedial Action/Remedial Design Work Plan requirements. 	\$200,000.00	\$0.00		
PM-30-06.1a.2 (Rev 0 RD/RA)	9/30/2013	N/A	Implement final 200-UP-1 OU remedy. Complete the RD/RA Work Plan Rev 0.		\$50,000.00	\$0.00		
PM-30-06.1a.2 (complete construction)	9/30/2013	N/A	Implement final 200-UP-1 OU remedy. Complete construction of final remedy per approved RD/RA Work Plan		\$250,000.00	\$0.00		
PM-30-06.1a.2 (full operations per final ROD)	9/30/2013	N/A	Implement final 200-UP-1 OU remedy. Submit documentation verifying deployment and start of full operations of the 300-FF-5 Operable Unit final remedial action per the final Record of Decision and Remedial Action/Remedial Design Work Plan requirements.		\$500,000.00	\$0.00		
PM-30-07.1			Modutank Replacement					
PM-30-07.1 (Modutank #2 construction completion and T/O to operations)	9/30/2013	N/A	Develop and implement a Modutank replacement strategy and demonstrate its effectiveness including disposal of the existing Modutank #1 structure and accumulated sludge/sediments in the existing tank. Submit a construction completion document and verify turnover to operations (defined as completion of ATP) for Modutank # 2,	<ul style="list-style-type: none"> Complete construction and turnover the Modutank replacement system to operations including a Modutank operations document. Submit and receive DOE acceptance of documentation verifying deployment and start of operations of the Modutank replacement system. Complete disposal of accumulated sludge and sediments contained in Modutank#1. Complete dismantlement and disposal of Modutank # 1. 	\$75,000.00	\$0.00		
PM-30-07.1 (Modutank #1 final closure)	9/30/2013	N/A	Develop and implement a Modutank replacement strategy and demonstrate its effectiveness including disposal of the existing Modutank #1 structure and accumulated sludge/sediments in the existing tank. Submit final closure documentation for Modutank # 1 including evidence of complete dismantlement/disposal of Modutank #1 and disposal of accumulated sludge/sediment.		\$50,000.00	\$0.00		
PM-30-07.1 (Modutank #3 construction completion and T/O to operations)	9/30/2013	N/A	Develop and implement a Modutank replacement strategy and demonstrate its effectiveness including disposal of the existing Modutank #1 structure and accumulated sludge/sediments in the existing tank. Submit a construction completion document and verify turnover to operations (defined as completion of ATP) for Modutank # 3		\$75,000.00	\$0.00		
PM-30-08.1			Deep Vadose Zone Treatability					

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-30-08.1 (treatability test report)	9/30/2013	N/A	Perform characterization activities required in the Deep Vadose Zone Treatability Test Plan for the Hanford Central Plateau (DOE/RL-2007-56), including completion of borehole drilling, soil sampling, installation/operation of air-handling equipment to obtain in-situ soil pressure response readings and soil gas transmissivity measurements to demonstrate the viability of desiccation and in-situ gaseous reduction for the remediation of Technetium and Uranium in the Central Plateau. Submit the treatability test report for characterization of the Soil Desiccation Pilot Test site.	• Initiate start-up of the Desiccation Pilot Test in support of Deep Vadose Zone Treatability testing.	\$50,000.00	\$0.00		
PM-30-08.1 (desiccation pilot test start up)	9/30/2013	N/A	Perform characterization activities required in the Deep Vadose Zone Treatability Test Plan for the Hanford Central Plateau (DOE/RL-2007-56), including completion of borehole drilling, soil sampling, installation/operation of air-handling equipment to obtain in-situ soil pressure response readings and soil gas transmissivity measurements to demonstrate the viability of desiccation and in-situ gaseous reduction for the remediation of Technetium and Uranium in the Central Plateau. Initiate start-up of the Desiccation Pilot Test.		\$250,000.00	\$0.00		
PM-30-09.1			Well Decommissioning					
PM-30-09.1a	9/30/2011		Decommission 280 priority wells required prior to implementation of the final Record of Decision (ROD) for each Operable Unit. (\$538 per well, payable quarterly)	<ul style="list-style-type: none"> • The population of wells to be decommissioned is contained in attachment 1 of DOE/RL-2005-70, Rev. 3, which contains well categorizations from the Hanford Well Information System. Additional well candidates may be identified based upon field investigations. • For each of the 280 wells decommissioned, submit and receive DOE acceptance of a well decommissioning report (or equivalent documentation).* * Report(s) must be submitted prior to the completion date of the Performance Objective. DOE evaluation of acceptance of the report may follow the Performance Objective completion date. 	\$0.00	\$150,640.00		
PM-30-10.1			Well Drilling					
PM-30-10.1a	9/30/2011	N/A	Complete 171 100-NR-2 Apatite Barrier injection and monitoring wells supporting expansion of apatite barrier. (\$1,463.95 per well, payable quarterly)	<ul style="list-style-type: none"> • For each well drilled submit and receive DOE acceptance of a field geologist report (or equivalent documentation).* * Report(s) must be submitted prior to the completion date of the Performance Objective. DOE evaluation of acceptance of the report may follow the Performance Objective completion date. 	\$0.00	\$250,335.45		

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-30-10.1b	9/30/2011	N/A	Complete drilling of 95 other wells associated with the following Tri-Party Agreement and operable unit work scope: M-24, 100-KR-4 RI/FS and RPO, 100-HR-3 RI/FS and RPO, 100-BC-5 RI/FS, 100-FR-3 RI/FS, 100-NR-2 RI/FS, 300-FF-5 RI/FS, 200-ZP-1 and 200-BP-5. (\$4,850 per well, payable quarterly)	<ul style="list-style-type: none"> Submit and receive DOE acceptance of a plan that specifies the 95 other wells to be drilled.* For each well drilled submit and receive DOE acceptance of a field geologist report (or equivalent documentation).* * Report(s) must be submitted prior to the completion date of the Performance Objective. DOE evaluation of acceptance of the report may follow the Performance Objective completion date.	\$0.00	\$460,750.00		
RL-30 Sub Total					\$5,430,316.12	\$18,722,508.17	\$0.00	\$0.00
PM-40-01.1			In support of the 2015 Hanford Site Cleanup Vision initiative to significantly reduce the active site footprint of cleanup—reduce the Central Plateau footprint to the Industrial exclusive area defined under the Comprehensive Land Use Plan.					
PM-40.01.1a			Demolish and dispose of 200N facilities 212-N, 212-P, and 212 R.					
PM-40-01.1a.1	9/30/2009	11/30/2009	(212-N) Demolish and dispose of 200N facilities 212-N, 212-P, and 212-R in accordance with the issued EE/CA Action Memorandum (AM) and the approved Removal Action Work Plan (RAWP).	<ul style="list-style-type: none"> 212-N, 222-P, and 212-R Action Memorandum/RAWP Removal Action Goals have been met: <ul style="list-style-type: none"> o facilities demolished, o all rubble removed and disposed, o and soils removed to 1 meter and disposed in accordance with the EE/CA AM and RAWP. 	\$0.00	\$166,738.67		
PM-40-01.1a.1	9/30/2009	11/30/2009	(212-P) Demolish and dispose of 200N facilities 212-N, 212-P, and 212-R in accordance with the issued EE/CA Action Memorandum (AM) and the approved Removal Action Work Plan (RAWP).		\$0.00	\$166,738.67		
PM-40-01.1a.1	9/30/2009	11/30/2009	(212-R) Demolish and dispose of 200N facilities 212-N, 212-P, and 212-R in accordance with the issued EE/CA Action Memorandum (AM) and the approved Removal Action Work Plan (RAWP).		\$0.00	\$166,738.67		
PM-40-01.1a.2	9/30/2011	N/A	Complete administrative closure for 200N facilities: 212-N, 212-P, and 212-R.	<ul style="list-style-type: none"> 212-N, 212-P, and 212-R Action Memorandum/RAWP Goals, Purpose, Scope, and Objectives have been met. Submit and receive DOE approval of Response Action Report (RAR) or equivalent completion report; enter approved completion report into the Administrative Record. Submit and receive DOE acceptance of a final report or equivalent document in accordance with DOE O 430.1B, Section 4e Real Property Asset Management. 	\$0.00	\$100,000.00		
PM-40-01.1b	9/30/2009	N/A	(1st) Complete sampling of all CW-3 Operable Unit waste sites (216-N-1, 216-N-4, 200-N-3, 216-N-6, UPR-200-N-1, UPR-200-N-2, 600-285-PL, 600-286-PL, and 600-287-PL) in accordance with CERCLA work plans approved as of October 1, 2008.	<ul style="list-style-type: none"> 10% of the fee allocated against Performance Objective 1b may be earned for completion of sampling for each of the first eight waste sites sampled on or before September 30, 2009. 20% of the fee allocated against Performance Objective 1b may be earned for completion of sampling for the ninth waste site sampled on or before September 30, 2009. 	\$0.00	\$27,119.80		
PM-40-01.1b	9/30/2009	N/A	(2nd) Complete sampling of all CW-3 Operable Unit waste sites (216-N-1, 216-N-4, 200-N-3, 216-N-6, UPR-200-N-1, UPR-200-N-2, 600-285-PL, 600-286-PL, and 600-287-PL) in accordance with CERCLA work plans approved as of October 1, 2008.	COMPL <ul style="list-style-type: none"> Waste Site sample analysis reports have been submitted and accepted by DOE. 	\$0.00	\$27,119.80		
PM-40-01.1b	9/30/2009	N/A	(3rd) Complete sampling of all CW-3 Operable Unit waste sites (216-N-1, 216-N-4, 200-N-3, 216-N-6, UPR-200-N-1, UPR-200-N-2, 600-285-PL, 600-286-PL, and 600-287-PL) in accordance with CERCLA work plans approved as of October 1, 2008.		\$0.00	\$27,119.80		

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount	
PM-40-01.1b	9/30/2009	N/A	(4th) Complete sampling of all CW-3 Operable Unit waste sites (216-N-1, 216-N-4, 200-N-3, 216-N-6, UPR-200-N-1, UPR-200-N-2, 600-285-PL, 600-286-PL, and 600-287-PL) in accordance with CERCLA work plans approved as of October 1, 2008.		\$0.00	\$27,119.80			
PM-40-01.1b	9/30/2009	N/A	(5th) Complete sampling of all CW-3 Operable Unit waste sites (216-N-1, 216-N-4, 200-N-3, 216-N-6, UPR-200-N-1, UPR-200-N-2, 600-285-PL, 600-286-PL, and 600-287-PL) in accordance with CERCLA work plans approved as of October 1, 2008.		\$0.00	\$27,119.80			
PM-40-01.1b	9/30/2009	N/A	(6th) Complete sampling of all CW-3 Operable Unit waste sites (216-N-1, 216-N-4, 200-N-3, 216-N-6, UPR-200-N-1, UPR-200-N-2, 600-285-PL, 600-286-PL, and 600-287-PL) in accordance with CERCLA work plans approved as of October 1, 2008.		\$0.00	\$27,119.80			
PM-40-01.1b	9/30/2009	N/A	(7th) Complete sampling of all CW-3 Operable Unit waste sites (216-N-1, 216-N-4, 200-N-3, 216-N-6, UPR-200-N-1, UPR-200-N-2, 600-285-PL, 600-286-PL, and 600-287-PL) in accordance with CERCLA work plans approved as of October 1, 2008.		\$0.00	\$27,119.80			
PM-40-01.1b	9/30/2009	N/A	(8th) Complete sampling of all CW-3 Operable Unit waste sites (216-N-1, 216-N-4, 200-N-3, 216-N-6, UPR-200-N-1, UPR-200-N-2, 600-285-PL, 600-286-PL, and 600-287-PL) in accordance with CERCLA work plans approved as of October 1, 2008.		\$0.00	\$27,119.80			
PM-40-01.1b	9/30/2009	N/A	(9th) Complete sampling of all CW-3 Operable Unit waste sites (216-N-1, 216-N-4, 200-N-3, 216-N-6, UPR-200-N-1, UPR-200-N-2, 600-285-PL, 600-286-PL, and 600-287-PL) in accordance with CERCLA work plans approved as of October 1, 2008.		\$0.00	\$54,239.60			
PM-40-01.1c	9/30/2011	N/A	Complete remediation/closure of CW-3 Operable Unit waste sites (216-N-1, 216-N-4, 200-N-3, 2607-N, 2607-P, 216-N-6, 2607-R, UPR-200-N-1, UPR-200-N-2, 600-285-PL, 600-286-PL, 600-287-PL) in accordance with CERCLA work plans approved as of October 1, 2008. • 5% of the fee allocated against Performance Objective 1c may be earned for each of the first four waste sites remediated, backfilled, and contoured.		<ul style="list-style-type: none"> • All CERCLA legacy waste disposed of at an approved waste disposal facility. • 100 Area remaining sites ROD and approved CERCLA work plan(s) Goals, Purpose, Scope and Objectives have been met. This includes completion of backfill and contouring. • Submit and receive DOE approval of Response Action Report (RAR); enter approved RAR into the Administrative Record (AR). 	\$0.00	\$34,387.40		
PM-40-01.1c	9/30/2011	N/A	Complete remediation/closure of CW-3 Operable Unit waste sites (216-N-1, 216-N-4, 200-N-3, 2607-N, 2607-P, 216-N-6, 2607-R, UPR-200-N-1, UPR-200-N-2, 600-285-PL, 600-286-PL, 600-287-PL) in accordance with CERCLA work plans approved as of October 1, 2008. • 5% of the fee allocated against Performance Objective 1c may be earned for each of the first four waste sites remediated, backfilled, and contoured.			\$0.00	\$34,387.40		

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-40-01.1c	9/30/2011	N/A	Complete remediation/closure of CW-3 Operable Unit waste sites (216-N-1, 216-N-4, 200-N-3, 2607-N, 2607-P, 216-N-6, 2607-R, UPR-200-N-1, UPR-200-N-2, 600-285-PL, 600-286-PL, 600-287-PL) in accordance with CERCLA work plans approved as of October 1, 2008. • 5% of the fee allocated against Performance Objective 1c may be earned for each of the first four waste sites remediated, backfilled, and contoured.		\$0.00	\$34,387.40		
PM-40-01.1c	9/30/2011	N/A	Complete remediation/closure of CW-3 Operable Unit waste sites (216-N-1, 216-N-4, 200-N-3, 2607-N, 2607-P, 216-N-6, 2607-R, UPR-200-N-1, UPR-200-N-2, 600-285-PL, 600-286-PL, 600-287-PL) in accordance with CERCLA work plans approved as of October 1, 2008. • 5% of the fee allocated against Performance Objective 1c may be earned for each of the first four waste sites remediated, backfilled, and contoured.		\$0.00	\$34,387.40		
PM-40-01.1c	9/30/2011	N/A	Complete remediation/closure of CW-3 Operable Unit waste sites (216-N-1, 216-N-4, 200-N-3, 2607-N, 2607-P, 216-N-6, 2607-R, UPR-200-N-1, UPR-200-N-2, 600-285-PL, 600-286-PL, 600-287-PL) in accordance with CERCLA work plans approved as of October 1, 2008. • 9% of the fee allocated against Performance Objective 1c may be earned for completion of remediation and backfill for each of the eight remaining waste sites.		\$0.00	\$61,897.32		
PM-40-01.1c	9/30/2011	N/A	Complete remediation/closure of CW-3 Operable Unit waste sites (216-N-1, 216-N-4, 200-N-3, 2607-N, 2607-P, 216-N-6, 2607-R, UPR-200-N-1, UPR-200-N-2, 600-285-PL, 600-286-PL, 600-287-PL) in accordance with CERCLA work plans approved as of October 1, 2008. • 9% of the fee allocated against Performance Objective 1c may be earned for completion of remediation and backfill for each of the eight remaining waste sites.		\$0.00	\$61,897.32		
PM-40-01.1c	9/30/2011	N/A	Complete remediation/closure of CW-3 Operable Unit waste sites (216-N-1, 216-N-4, 200-N-3, 2607-N, 2607-P, 216-N-6, 2607-R, UPR-200-N-1, UPR-200-N-2, 600-285-PL, 600-286-PL, 600-287-PL) in accordance with CERCLA work plans approved as of October 1, 2008. • 9% of the fee allocated against Performance Objective 1c may be earned for completion of remediation and backfill for each of the eight remaining waste sites.		\$0.00	\$61,897.32		

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-40-01.1c	9/30/2011	N/A	Complete remediation/closure of CW-3 Operable Unit waste sites (216-N-1, 216-N-4, 200-N-3, 2607-N, 2607-P, 216-N-6, 2607-R, UPR-200-N-1, UPR-200-N-2, 600-285-PL, 600-286-PL, 600-287-PL) in accordance with CERCLA work plans approved as of October 1, 2008. • 9% of the fee allocated against Performance Objective 1c may be earned for completion of remediation and backfill for each of the eight remaining waste sites.		\$0.00	\$61,897.32		
PM-40-01.1c	9/30/2011	N/A	Complete remediation/closure of CW-3 Operable Unit waste sites (216-N-1, 216-N-4, 200-N-3, 2607-N, 2607-P, 216-N-6, 2607-R, UPR-200-N-1, UPR-200-N-2, 600-285-PL, 600-286-PL, 600-287-PL) in accordance with CERCLA work plans approved as of October 1, 2008. • 9% of the fee allocated against Performance Objective 1c may be earned for completion of remediation and backfill for each of the eight remaining waste sites.		\$0.00	\$61,897.32		
PM-40-01.1c	9/30/2011	N/A	Complete remediation/closure of CW-3 Operable Unit waste sites (216-N-1, 216-N-4, 200-N-3, 2607-N, 2607-P, 216-N-6, 2607-R, UPR-200-N-1, UPR-200-N-2, 600-285-PL, 600-286-PL, 600-287-PL) in accordance with CERCLA work plans approved as of October 1, 2008. • 9% of the fee allocated against Performance Objective 1c may be earned for completion of remediation and backfill for each of the eight remaining waste sites.		\$0.00	\$61,897.32		
PM-40-01.1c	9/30/2011	N/A	Complete remediation/closure of CW-3 Operable Unit waste sites (216-N-1, 216-N-4, 200-N-3, 2607-N, 2607-P, 216-N-6, 2607-R, UPR-200-N-1, UPR-200-N-2, 600-285-PL, 600-286-PL, 600-287-PL) in accordance with CERCLA work plans approved as of October 1, 2008. • 9% of the fee allocated against Performance Objective 1c may be earned for completion of remediation and backfill for each of the eight remaining waste sites.		\$0.00	\$61,897.32		
PM-40-01.1c	9/30/2011	N/A	Complete remediation/closure of CW-3 Operable Unit waste sites (216-N-1, 216-N-4, 200-N-3, 2607-N, 2607-P, 216-N-6, 2607-R, UPR-200-N-1, UPR-200-N-2, 600-285-PL, 600-286-PL, 600-287-PL) in accordance with CERCLA work plans approved as of October 1, 2008. • 9% of the fee allocated against Performance Objective 1c may be earned for completion of remediation and backfill for each of the eight remaining waste sites.		\$0.00	\$61,897.32		

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-40-01.1c	9/30/2011	N/A	Complete remediation/closure of CW-3 Operable Unit waste sites (216-N-1, 216-N-4, 200-N-3, 2607-N, 2607-P, 216-N-6, 2607-R, UPR-200-N-1, UPR-200-N-2, 600-285-PL, 600-286-PL, 600-287-PL) in accordance with CERCLA work plans approved as of October 1, 2008. • 8% of the fee allocated against Performance Objective 1c may be earned upon approval by DOE of Response Action Reports (RAR) for all 12 waste sites.		\$0.00	\$55,019.84		
PM-40-01.1d	9/30/2011	N/A	Disposition/Relocate locomotives and railcars (#s 3731, 3729, HO-10B-3637, HO-10B-3643, HO-10B-5598, HO-10B-3640, HO-10B-3641, HO-10B-3636, HO-10B-3639, HO-10B-19945, HO-10B-5599, HO-10B-3645, HO-10B-3642, HO-10H-3712, and HO-10H-3663) located in the 200 North Area. (3731)	• Locomotives/Railcars are not physically located in the 200 North Geographical Area as a result of final disposition or relocation of the locomotives/railcars to final placement at B-Reactor in a manner to be safely/efficiently maintained pending final disposition. • Dispositioned locomotives/railcars are disposed in accordance with CERCLA documentation. • Submit and receive DOE approval of Response Action Report or equivalent completion report; enter approved completion report into the Administrative Record.	\$0.00	\$38,284.40		
PM-40-01.1d	9/30/2011	N/A	Disposition/Relocate locomotives and railcars (#s 3731, 3729, HO-10B-3637, HO-10B-3643, HO-10B-5598, HO-10B-3640, HO-10B-3641, HO-10B-3636, HO-10B-3639, HO-10B-19945, HO-10B-5599, HO-10B-3645, HO-10B-3642, HO-10H-3712, and HO-10H-3663) located in the 200 North Area. (3729)		\$0.00	\$38,284.40		
PM-40-01.1d	9/30/2011	N/A	Disposition/Relocate locomotives and railcars (#s 3731, 3729, HO-10B-3637, HO-10B-3643, HO-10B-5598, HO-10B-3640, HO-10B-3641, HO-10B-3636, HO-10B-3639, HO-10B-19945, HO-10B-5599, HO-10B-3645, HO-10B-3642, HO-10H-3712, and HO-10H-3663) located in the 200 North Area. (HO-10B-3637)		\$0.00	\$38,284.40		
PM-40-01.1d	9/30/2011	N/A	Disposition/Relocate locomotives and railcars (#s 3731, 3729, HO-10B-3637, HO-10B-3643, HO-10B-5598, HO-10B-3640, HO-10B-3641, HO-10B-3636, HO-10B-3639, HO-10B-19945, HO-10B-5599, HO-10B-3645, HO-10B-3642, HO-10H-3712, and HO-10H-3663) located in the 200 North Area. (HO-10B-3643)		\$0.00	\$38,284.40		
PM-40-01.1d	9/30/2011	N/A	Disposition/Relocate locomotives and railcars (#s 3731, 3729, HO-10B-3637, HO-10B-3643, HO-10B-5598, HO-10B-3640, HO-10B-3641, HO-10B-3636, HO-10B-3639, HO-10B-19945, HO-10B-5599, HO-10B-3645, HO-10B-3642, HO-10H-3712, and HO-10H-3663) located in the 200 North Area. (HO-10B-5598)		\$0.00	\$38,284.40		
PM-40-01.1d	9/30/2011	N/A	Disposition/Relocate locomotives and railcars (#s 3731, 3729, HO-10B-3637, HO-10B-3643, HO-10B-5598, HO-10B-3640, HO-10B-3641, HO-10B-3636, HO-10B-3639, HO-10B-19945, HO-10B-5599, HO-10B-3645, HO-10B-3642, HO-10H-3712, and HO-10H-3663) located in the 200 North Area. (HO-10B-3640)		\$0.00	\$38,284.40		
PM-40-01.1d	9/30/2011	N/A	Disposition/Relocate locomotives and railcars (#s 3731, 3729, HO-10B-3637, HO-10B-3643, HO-10B-5598, HO-10B-3640, HO-10B-3641, HO-10B-3636, HO-10B-3639, HO-10B-19945, HO-10B-5599, HO-10B-3645, HO-10B-3642, HO-10H-3712, and HO-10H-3663) located in the 200 North Area. (HO-10B-3641)		\$0.00	\$38,284.40		

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-40-01.1d	9/30/2011	N/A	Disposition/Relocate locomotives and railcars (#s 3731, 3729, HO-10B-3637, HO-10B-3643, HO-10B-5598, HO-10B-3640, HO-10B-3641, HO-10B-3636, HO-10B-3639, HO-10B-19945, HO-10B-5599, HO-10B-3645, HO-10B-3642, HO-10H-3712, and HO-10H-3663) located in the 200 North Area. (HO-10B-3636)		\$0.00	\$38,284.40		
PM-40-01.1d	9/30/2011	N/A	Disposition/Relocate locomotives and railcars (#s 3731, 3729, HO-10B-3637, HO-10B-3643, HO-10B-5598, HO-10B-3640, HO-10B-3641, HO-10B-3636, HO-10B-3639, HO-10B-19945, HO-10B-5599, HO-10B-3645, HO-10B-3642, HO-10H-3712, and HO-10H-3663) located in the 200 North Area. (HO-10B-3639)		\$0.00	\$38,284.40		
PM-40-01.1d	9/30/2011	N/A	Disposition/Relocate locomotives and railcars (#s 3731, 3729, HO-10B-3637, HO-10B-3643, HO-10B-5598, HO-10B-3640, HO-10B-3641, HO-10B-3636, HO-10B-3639, HO-10B-19945, HO-10B-5599, HO-10B-3645, HO-10B-3642, HO-10H-3712, and HO-10H-3663) located in the 200 North Area. (HO-10B-199459)		\$0.00	\$38,284.40		
PM-40-01.1d	9/30/2011	N/A	Disposition/Relocate locomotives and railcars (#s 3731, 3729, HO-10B-3637, HO-10B-3643, HO-10B-5598, HO-10B-3640, HO-10B-3641, HO-10B-3636, HO-10B-3639, HO-10B-19945, HO-10B-5599, HO-10B-3645, HO-10B-3642, HO-10H-3712, and HO-10H-3663) located in the 200 North Area. (HO-10B-5599)		\$0.00	\$38,284.40		
PM-40-01.1d	9/30/2011	N/A	Disposition/Relocate locomotives and railcars (#s 3731, 3729, HO-10B-3637, HO-10B-3643, HO-10B-5598, HO-10B-3640, HO-10B-3641, HO-10B-3636, HO-10B-3639, HO-10B-19945, HO-10B-5599, HO-10B-3645, HO-10B-3642, HO-10H-3712, and HO-10H-3663) located in the 200 North Area. (HO-10B-3645)		\$0.00	\$38,284.40		
PM-40-01.1d	9/30/2011	N/A	Disposition/Relocate locomotives and railcars (#s 3731, 3729, HO-10B-3637, HO-10B-3643, HO-10B-5598, HO-10B-3640, HO-10B-3641, HO-10B-3636, HO-10B-3639, HO-10B-19945, HO-10B-5599, HO-10B-3645, HO-10B-3642, HO-10H-3712, and HO-10H-3663) located in the 200 North Area. (HO-10B-3642)		\$0.00	\$38,284.40		
PM-40-01.1d	9/30/2011	N/A	Disposition/Relocate locomotives and railcars (#s 3731, 3729, HO-10B-3637, HO-10B-3643, HO-10B-5598, HO-10B-3640, HO-10B-3641, HO-10B-3636, HO-10B-3639, HO-10B-19945, HO-10B-5599, HO-10B-3645, HO-10B-3642, HO-10H-3712, and HO-10H-3663) located in the 200 North Area. (HO-10B-3642)		\$0.00	\$38,284.40		
PM-40-01.1d	9/30/2011	N/A	Disposition/Relocate locomotives and railcars (#s 3731, 3729, HO-10B-3637, HO-10B-3643, HO-10B-5598, HO-10B-3640, HO-10B-3641, HO-10B-3636, HO-10B-3639, HO-10B-19945, HO-10B-5599, HO-10B-3645, HO-10B-3642, HO-10H-3712, and HO-10H-3663) located in the 200 North Area. (HO-10H-3712)		\$0.00	\$38,284.40		
PM-40-01.1d	9/30/2011	N/A	Disposition/Relocate locomotives and railcars (#s 3731, 3729, HO-10B-3637, HO-10B-3643, HO-10B-5598, HO-10B-3640, HO-10B-3641, HO-10B-3636, HO-10B-3639, HO-10B-19945, HO-10B-5599, HO-10B-3645, HO-10B-3642, HO-10H-3712, and HO-10H-3663) located in the 200 North Area. (HO-10H-3663)		\$0.00	\$38,284.40		
PM-40.02.1			In support of the 2015 Hanford Site Cleanup Vision initiative to significantly reduce the active site footprint of cleanup—reduce the Central Plateau footprint to the Industrial exclusive area defined under the Comprehensive Land Use Plan.					

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-40-02.1b (1st inc of remediation)	9/30/2011	N/A	Complete MG-1 site remediation for the 48 waste sites in the Outer Area, defined under the Hanford Site Cleanup Completion Frame work and Central Plateau Cleanup Completion Strategy.	<p>\$2,705,507.50 in fee may be earned as Incremental Fee upon completion of Performance Objective 1b on or before September 30, 2011. Fee for Performance Objective 1b may be earned against the following schedule:</p> <ul style="list-style-type: none"> • 11.25% of the fee allocated against Performance Objective 1b may be earned for completion of remediation of each group of six MG-1 waste sites (eight increments). • 1.25% of the fee allocated against Performance Objective 1b may be earned upon approval by DOE of all Response Action Reports (RAR) for each of the eight increments completed. <p>Completion Criteria:</p> <ul style="list-style-type: none"> • All CERCLA legacy waste disposed of at an appropriate waste disposal facility. • Model Group 1 EE/CA, Action Memorandum (AM) and Removal Action Work Plan Removal Action Goals have been met. • Submit and receive DOE acceptance of a Construction Completion Report (or equivalent). • Submit and receive DOE approval of Response Action Report (RAR). Enter RAR into the Administrative Record (AR). 	\$0.00	\$304,369.59		
PM-40-02.1b (2nd inc of remediation)	9/30/2011	N/A	Complete MG-1 site remediation for the 48 waste sites in the Outer Area, defined under the Hanford Site Cleanup Completion Frame work and Central Plateau Cleanup Completion Strategy.		\$0.00	\$304,369.59		
PM-40-02.1b (3rd inc of remediation)	9/30/2011	N/A	Complete MG-1 site remediation for the 48 waste sites in the Outer Area, defined under the Hanford Site Cleanup Completion Frame work and Central Plateau Cleanup Completion Strategy.		\$0.00	\$304,369.59		
PM-40-02.1b (4th inc of remediation)	9/30/2011	N/A	Complete MG-1 site remediation for the 48 waste sites in the Outer Area, defined under the Hanford Site Cleanup Completion Frame work and Central Plateau Cleanup Completion Strategy.		\$0.00	\$304,369.59		
PM-40-02.1b (5th inc of remediation)	9/30/2011	N/A	Complete MG-1 site remediation for the 48 waste sites in the Outer Area, defined under the Hanford Site Cleanup Completion Frame work and Central Plateau Cleanup Completion Strategy.		\$0.00	\$304,369.59		
PM-40-02.1b (6th inc of remediation)	9/30/2011	N/A	Complete MG-1 site remediation for the 48 waste sites in the Outer Area, defined under the Hanford Site Cleanup Completion Frame work and Central Plateau Cleanup Completion Strategy.		\$0.00	\$304,369.59		
PM-40-02.1b (7th inc of remediation)	9/30/2011	N/A	Complete MG-1 site remediation for the 48 waste sites in the Outer Area, defined under the Hanford Site Cleanup Completion Frame work and Central Plateau Cleanup Completion Strategy.		\$0.00	\$304,369.59		
PM-40-02.1b (8th inc of remediation)	9/30/2011	N/A	Complete MG-1 site remediation for the 48 waste sites in the Outer Area, defined under the Hanford Site Cleanup Completion Frame work and Central Plateau Cleanup Completion Strategy.		\$0.00	\$304,369.59		
PM-40-02.1b (1st inc of RARs)	9/30/2011	N/A	Complete MG-1 site remediation for the 48 waste sites in the Outer Area, defined under the Hanford Site Cleanup Completion Frame work and Central Plateau Cleanup Completion Strategy.		\$0.00	\$33,818.84		
PM-40-02.1b (2nd inc of RARs)	9/30/2011	N/A	Complete MG-1 site remediation for the 48 waste sites in the Outer Area, defined under the Hanford Site Cleanup Completion Frame work and Central Plateau Cleanup Completion Strategy.		\$0.00	\$33,818.84		
PM-40-02.1b (3rd inc of RARs)	9/30/2011	N/A	Complete MG-1 site remediation for the 48 waste sites in the Outer Area, defined under the Hanford Site Cleanup Completion Frame work and Central Plateau Cleanup Completion Strategy.		\$0.00	\$33,818.84		
PM-40-02.1b (4th inc of RARs)	9/30/2011	N/A	Complete MG-1 site remediation for the 48 waste sites in the Outer Area, defined under the Hanford Site Cleanup Completion Frame work and Central Plateau Cleanup Completion Strategy.		\$0.00	\$33,818.84		
PM-40-02.1b (5th inc of RARs)	9/30/2011	N/A	Complete MG-1 site remediation for the 48 waste sites in the Outer Area, defined under the Hanford Site Cleanup Completion Frame work and Central Plateau Cleanup Completion Strategy.		\$0.00	\$33,818.84		

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-40-02.1b (6th inc of RARs)	9/30/2011	N/A	Complete MG-1 site remediation for the 48 waste sites in the Outer Area, defined under the Hanford Site Cleanup Completion Frame work and Central Plateau Cleanup Completion Strategy.		\$0.00	\$33,818.84		
PM-40-02.1b (7th inc of RARs)	9/30/2011	N/A	Complete MG-1 site remediation for the 48 waste sites in the Outer Area, defined under the Hanford Site Cleanup Completion Frame work and Central Plateau Cleanup Completion Strategy.		\$0.00	\$33,818.84		
PM-40-02.1b (8th inc of RARs)	9/30/2011	N/A	Complete MG-1 site remediation for the 48 waste sites in the Outer Area, defined under the Hanford Site Cleanup Completion Frame work and Central Plateau Cleanup Completion Strategy.		\$0.00	\$33,818.84		
PM-40.03.1			In support of the 2015 Hanford Site Cleanup Vision initiative to conduct additional cleanup as funds become available—demolish and dispose facilities and buildings in the 200 West Area.					
PM-40-03.1a (10%)	9/30/2009	N/A	(2723-W) Complete the demolition of structures 272-W, 277-W, of 2723-W, 2728-W, 2707-W, MO-215, and 2704-W. Dispose all rubble, waste and other material produced through the demolition activity.	\$150,000.00 in fee may be earned as Incremental Fee upon completion of demolition of structures and disposal of all rubble, waste and other material produced through the demolition activity on or before September 30, 2009. Fee for this Performance Objective may be earned against the following schedule:	\$15,000.00	\$0.00		
PM-40-03.1a (10%)	9/30/2009	N/A	(2728-W) Complete the demolition of structures 272-W, 277-W, of 2723-W, 2728-W, 2707-W, MO-215, and 2704-W. Dispose all rubble, waste and other material produced through the demolition activity.	<ul style="list-style-type: none"> • 25% of the fee allocated against this Performance Objective may be earned for demolition of 272-W and disposal of all rubble, waste and other material produced through the demolition activity on or before September 30, 2009. • 25% of the fee allocated against this Performance Objective may be earned for demolition of 277-W and disposal of all rubble, waste and other material produced through the demolition activity on or before September 30, 2009. 	\$15,000.00	\$0.00		
PM-40-03.1a (10%)	9/30/2009	N/A	(2707-W) Complete the demolition of structures 272-W, 277-W, of 2723-W, 2728-W, 2707-W, MO-215, and 2704-W. Dispose all rubble, waste and other material produced through the demolition activity.	<ul style="list-style-type: none"> • 10% of the fee allocated against this Performance Objective may be earned for demolition of and disposal of all rubble, waste and other material produced through the demolition activity on or before September 30, 2009. 	\$15,000.00	\$0.00		
PM-40-03.1a (10%)	9/30/2009	N/A	(MO-215) Complete the demolition of structures 272-W, 277-W, of 2723-W, 2728-W, 2707-W, MO-215, and 2704-W. Dispose all rubble, waste and other material produced through the demolition activity.	<ul style="list-style-type: none"> • 10% of the fee allocated against this Performance Objective may be earned for demolition of and disposal of all rubble, waste and other material produced through the demolition activity on or before September 30, 2009, for each of the following structures: <ul style="list-style-type: none"> o 2723-W o 2728-W o 2707-W o MO-215 o 2704-W 	\$15,000.00	\$0.00		
PM-40-03.1a (10%)	9/30/2009	N/A	(2704-W) Complete the demolition of structures 272-W, 277-W, of 2723-W, 2728-W, 2707-W, MO-215, and 2704-W. Dispose all rubble, waste and other material produced through the demolition activity.	<ul style="list-style-type: none"> • The demolition activity takes the structure to slab with no appurtenances extending above grade (appurtenances do not include slab curbing or footing that is part of the concrete structure). 	\$15,000.00	\$0.00		
PM-40-03.1a (25%)	9/30/2009	N/A	(272-W) Complete the demolition of structures 272-W, 277-W, of 2723-W, 2728-W, 2707-W, MO-215, and 2704-W. Dispose all rubble, waste and other material produced through the demolition activity.	<ul style="list-style-type: none"> • All rubble, waste and other material produced through the demolition activity has been disposed. 	\$37,500.00	\$0.00		
PM-40-03.1a (25%)	9/30/2009	N/A	(277-W) Complete the demolition of structures 272-W, 277-W, of 2723-W, 2728-W, 2707-W, MO-215, and 2704-W. Dispose all rubble, waste and other material produced through the demolition activity.	<ul style="list-style-type: none"> • Submit and receive DOE acceptance of a final report or equivalent document in accordance with DOE O 430.1B, Real Property Asset Management (or current version). 	\$37,500.00	\$0.00		
PM-40.04.1			In support of the 2015 Hanford Site Cleanup Vision initiative to conduct additional cleanup as funds become available—complete closure of the U-Plant Canyon.					
PM-40.04.1a			Demolish and dispose U-Plant Ancillary Facilities (203-UX, 211-U, 211-UA, 224-U, and 224-UA).					

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-40-04.1a.1			Demolish and dispose U-Plant Ancillary Facilities 211-U and 211-UA.					
PM-40-04.1a.1(a)	9/30/2009	11/30/2009	(211-U) Demolish and dispose U-Plant Ancillary Facilities 211-U and 211-UA in accordance with the U-Plant Ancillary Facilities Removal Action Work Plan.	• Completion of all workscope in accordance with the work methods and activities required to perform the specified functions presented in the U-Plant Ancillary Facilities Removal Action Work Plan.	\$150,405.50	\$0.00		
PM-40-04.1a.1(a)	9/30/2009	11/30/2009	(211-UA) Demolish and dispose U-Plant Ancillary Facilities 211-U and 211-UA in accordance with the U-Plant Ancillary Facilities Removal Action Work Plan.	• Completion of all workscope to meet the schedule requirements specified in Appendix A of the U-Plant Ancillary Facilities Removal Action Work Plan.	\$150,405.50	\$0.00		
PM-40-04.1a.1(b)	9/30/2011	N/A	Complete administrative closure for U-Plant Ancillary Facilities 211-U and 211-UA.	• Submit and receive DOE approval of Response Action Report or equivalent completion report; enter approved completion report into the Administrative Record. • Submit and receive DOE acceptance of a final report or equivalent document in accordance with DOE O 430.1B, Real Property Asset Management.	\$0.00	\$100,000.00		
PM-40-04-1a.2			Remove U-Plant Ancillary Facilities 203-UX, 224-U, and 224-UA.					
PM-40-04.1a.2(a)	9/30/2011	N/A	Demolish and dispose U-Plant Ancillary Facilities 203-UX, 224-U, and 224-UA in accordance with the U-Plant Ancillary Facilities Removal Action Work Plan.	• Completion of all work scope in accordance with the work methods and activities required to perform the specified functions presented in the U-Plant Ancillary Facilities Removal Action Work Plan. a) Facilities demolished to slab on grade. This includes: final site surveys and sampling are complete; Appropriate stabilization of the slab, and surrounding area, is complete and area is properly posted; and Site demobilization is complete. b) All waste dispositioned per the U-Plant Ancillary Facilities Removal Action Work Plan.	\$0.00	\$1,105,534.13		
PM-40-04.1a.2(b)	9/30/2011	N/A	Complete administrative closure of U-Plant Ancillary Facilities 203-UX, 224-U, and 224-UA.	• EE/CA, Action Memorandum (AM) and Removal Action Work Plan Removal Action Goals have been met. • Submit and receive DOE approval of Response Action Report or equivalent completion report; enter approved completion report into the Administrative Record. • Submit and receive DOE acceptance of a final report or equivalent document in accordance with DOE O 430.1B, Real Property Asset Management.	\$0.00	\$100,000.00		
PM-40.04.1b			Complete demolition of the U-Plant Canyon (U-221)					
PM-40-04.1b.1	9/30/2009	11/30/2009	Complete characterization of U-Plant Cell 30 tank contents as needed to facilitate final design and authorization basis upgrades.	• Samples for Cell 30 tank have been obtained and delivered to laboratory for analysis as specified in current annual update of U-Plant Safety Analysis 07-SED-0348. • Sample analysis report has been completed and delivered to CHPRC. • Sample analysis results presented in the sample analysis report have been accepted by DOE as sufficient to facilitate final design and authorization basis upgrades.	\$406,317.00	\$0.00		

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-40-04.1b.2	9/30/2011	N/A	Complete Cell 30 tank content removal or stabilization.	<ul style="list-style-type: none"> • Authorization Basis changes and other safety documentation required to support Cell 30 tank content stabilization and/or removal equipment installation, operation, removal, material transport and disposal have been prepared and, if applicable, approved by DOE. • Items have been removed as necessary to meet requirements of the Record of Decision. • Waste has been dispositioned to the extent acceptable to DOE. 	\$0.00	\$916,997.00		
PM-40-04.1b.3	9/30/2011	N/A	Complete canyon deck equipment removal, equipment size reduction, and equipment relocation to support cell filling preparation.	<ul style="list-style-type: none"> • All 221-U canyon equipment is removed from the deck in accordance with the requirements of the Record of Decision and the 221-U RD/RAWP. 	\$0.00	\$1,088,934.00		
PM-40-04.1b.4	9/30/2011	N/A	Complete filling of all U-Plant (221-U) void spaces.	<ul style="list-style-type: none"> • All U-Plant void spaces have been filled to the extent and level in accordance with the requirements of the Record of Decision, the 221 U RD/RAWP, and in accordance with the lead regulatory agency-approved design requirements for the canyon barrier. 	\$0.00	\$1,676,088.00		
PM-40-04.1b.6	9/30/2012	12/31/2012	Demolish 221-U in accordance with the requirements of the 221-U Record of Decision (ROD) and the Remedial Design/Remedial Action Work Plan (RD/RAWP) for the 221-U Facility. Fee is reduced in a linear declining method to \$0 for each calendar day to 12/31/2012.	<ul style="list-style-type: none"> • 221-U (including all components/structures addressed by the 221-U ROD such as the railroad tunnel, 271-U, 276-U, 291-U, 292-U, 291-U-1 stack, 296-U-10 stacks, etc.) has been demolished in accordance with the requirements of the 221-U ROD and the RD/RAWP for the 221 U Facility. • 221-U (including all components/structures addressed by the 221-U ROD such as the railroad tunnel, 271-U, 276-U, 291-U, 292-U, 291-U-1 stack, 296-U-10 stacks, etc.) demolition waste is properly packaged and disposed (removed from zone, meets WAC for disposal facility, etc). • Remedial Action Objectives and Cleanup Levels of the 221-U ROD and the RD/RAWP for the 221 U Facility, excluding the engineered barrier cap, have been met. • Submit and receive DOE approval of Response Action Report (RAR). • The end state of 221-U (including all components/structures addressed by the 221-U ROD such as the railroad tunnel, 271-U, 276-U, 291-U, 292-U, 291-U-1 stack, 296-U-10 stacks, etc.) requires no additional or subsequent D&D, construction, or regulatory activities and actions excluding installation of the engineered barrier and actions required by the 221-U ROD and the RD/RAWP for the 221 U Facility associated with the engineered barrier. • Institutional controls are established to ensure the remedy is 	\$805,505.41	\$0.00		

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-40-04.1b.7	9/30/2013	12/31/2013	Complete construction /installation of an engineered barrier over 221-U in accordance with the requirements of the 221-U Record of Decision (ROD) and the Remedial Design/Remedial Action Work Plan (RD/RAWP) for the 221-U Facility. Fee is reduced in a linear declining method to \$0 for each calendar day to 12/31/2013, provided the option period is exercised.	<ul style="list-style-type: none"> • Submit and obtain regulatory approval of the closure plan. • Complete, submit, and obtain regulatory approval for an integrated groundwater monitoring plan. • Submit and receive DOE acceptance of an independent professional engineer stamped final engineering report or equivalent document for completion of the ET barrier. • Install and initiate a fully functioning barrier performance monitoring system within monofill ET barrier. Specifications of this monitoring system are outlined in the Surface Barrier Performance Monitoring DQO meeting minutes (11/2/04) for the 216- U-8/12 cribs. This will also include the installation of a fully functional meteorological station. • Submit and receive DOE acceptance of an independent professional engineer stamped final engineering report or equivalent 	\$1,087,477.50	\$0.00		
PM-40-04.1b.8	9/30/2013	12/31/2013	Complete administrative closure documentation for 221-U (including all components/structures addressed by the 221-U ROD such as the railroad tunnel, 271-U, 276-U, 291-U, 292-U, 291-U-1 stack, 296-U-10 stack, etc.). Fee is reduced in a linear declining method to \$0 for each calendar day to 12/31/2013, provided the option period is exercised.	<ul style="list-style-type: none"> • Submit and receive DOE acceptance of applicable EPA Interim Remedial Action Report (or equivalent). • Provide a lessons learned report that compiles project management lessons-learned for the lifecycle of the project, identifying issues and opportunities that influence successful project execution. 	\$100,000.00	\$0.00		
PM-40-04.2a	9/30/2013	12/31/2013	Complete required remediation of all waste sites (including sand filter and thorium vaults) and pipelines in the U Plant Zone. Fee is reduced in a linear declining method to \$0 for each calendar day to 12/31/2013, provided the option period is exercised.	<ul style="list-style-type: none"> • All CERCLA legacy waste disposed of at an appropriate waste disposal facility. • Engineering Evaluation/Cost Analysis, Action Memorandum and Removal Action Work Plan Removal Action Goals have been met; verification completion packages have been entered into the Administrative Record. • Submit and receive DOE acceptance of a Construction Completion Report (or equivalent). • Submit and receive DOE approval of Response Action Report (RAR). 	\$500,000.00	\$0.00		
PM-40-04.2b	9/30/2013	12/31/2013	Complete construction and installation of ET barriers over applicable waste sites, pipelines and other below grade components in the U Plant Zone. Fee is reduced in a linear declining method to \$0 for each calendar day to 12/31/2013, provided the option period is exercised.	<ul style="list-style-type: none"> • Submit and obtain regulatory approval of the closure plan. • Complete, submit, and obtain regulatory approval for an integrated groundwater monitoring plan. • Submit and receive DOE acceptance of an independent professional engineer stamped final engineering report or equivalent document for completion of the ET barrier. • Install and initiate a fully functioning barrier performance monitoring system within monofill ET barrier. Specifications of this monitoring system are outlined in the Surface Barrier Performance Monitoring DQO meeting minutes (11/2/04) for the 216- U-8/12 cribs. This will also include the installation of a fully functional meteorological station. • Submit and receive DOE acceptance of an independent professional engineer stamped final engineering report or equivalent document for completion of the ET barrier. 	\$434,157.00	\$0.00		

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-40-04.3	9/30/2013	12/31/2013	Complete administrative closure of U-Plant Zone. Fee is reduced in a linear declining method to \$0 for each calendar day to 12/31/2013, provided the option period is exercised.	<ul style="list-style-type: none"> Remediation and other disposition activities are complete in accordance with all actions and requirements contained in regulatory and supporting documentation applicable to the zone. All final remedial actions and other disposition actions shall be completed as required to close and transition the geographical zone from DOE-EM to DOE-LM. Submit and receive DOE acceptance of a Construction Completion Report (or equivalent). Submit and receive DOE approval of Response Action Report (RAR). Submit and receive DOE acceptance of a final report or equivalent document in accordance with DOE O 430.1B (current version), Real Property Asset Management. Other documentation and support needed by DOE in obtaining confirmation of completion of disposition actions in accordance with the TPA is provided. Submit and receive DOE approval of a Critical Decision-4 package meeting the requirements of DOE O 413.3A, Program and Project Management for the Acquisition of Capital Assets, and DOE M 413.3-1, Project Management for the Acquisition of Capital Assets. Conduct a separate closure review with independent experts that determines implemented remedies for the zone meet the required action objectives and goals in Records of Decision and other disposition decision documents. Submit and receive DOE approval of a document package for the geographical zone that meets the content requirements for a 	\$200,000.00	\$0.00		
PM-40-05.1			In support of the 2015 Hanford Site Cleanup Vision initiative to conduct additional cleanup as funds become available— disposition structures, decommission wells and dispose of debris in the Outer Areas.					
PM-40-05.1a	9/30/2011	N/A	Complete the disposition of structures 646, 6652S, 6652R, 6652G, 6652H, 6652I, 6652J, 6652L, 6652M, 6652C, 6652C Shed, 6652E, 6652D, 6652K, 6652O, 6652T, 6652U, 623A, T520-6, 4 radio transmitter towers, radiotelescope base (a.k.a. unknown structure); decommission wells no longer in use, dispose of materials from the miscellaneous debris sites in the Fitzner-Eberhardt Arid Lands Ecology Reserve (ALE) and as identified by the Cultural Resources Review.	<ul style="list-style-type: none"> The demolition activities include slab removal to no more than 3 feet below grade; utilities isolated and removed to 3 feet below grade; fuel tanks removed or closed in place; and fill void areas and closure of wells per appropriate requirements. Backfill and contour disturbed areas. Dispose of rubble, waste and other material produced through the demolition activities and clean up of debris sites. Submit and receive DOE acceptance of a report to support DOE declaration of footprint reduction within the outer area of the Central Plateau. Submit and receive DOE approval of Response Action Report or equivalent completion report; enter approved completion report into the Administrative Record. Submit and receive DOE acceptance of a final report or equivalent document in accordance with DOE O 430.1B, Real Property Asset Management. 	\$0.00	\$1,146,246.00		

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-40-05.1b (McGee Ranch/Riverlands Area Unit)	9/30/2011	N/A	Complete the disposition of former military compounds; decommission wells no longer in use; and dispose of materials from the miscellaneous debris sites in the following Hanford Reach National Monument (HRNM) area management units: the McGee Ranch/Riverlands Area Unit; the Vernita Bridge Unit; and the North Slope Unit (Saddle Mountain Unit and Wahluke Unit).	<ul style="list-style-type: none"> The demolition activities include slab removal to no more than 3 feet below grade, utilities isolated and removed to 3 feet below grade, fuel tanks removed or closed in place, fill of void areas and closure of wells per appropriate requirements. Backfill and contouring of all areas is required. Dispose of rubble, waste and other material produced from the demolition activities and cleanup of the debris sites. Submit and receive DOE acceptance of a final report or equivalent document in accordance with DOE O 430.1B, Real Property Asset Management. Submit and receive DOE acceptance of a report to support of DOE declaration of footprint reduction of the subject areas. 	\$0.00	\$114,624.67		
PM-40-05.1b (Vernita Bridge Unit)	9/30/2011	N/A	Complete the disposition of former military compounds; decommission wells no longer in use; and dispose of materials from the miscellaneous debris sites in the following Hanford Reach National Monument (HRNM) area management units: the McGee Ranch/Riverlands Area Unit; the Vernita Bridge Unit; and the North Slope Unit (Saddle Mountain Unit and Wahluke Unit).		\$0.00	\$114,624.67		
PM-40-05.1b (North Slope Unit)	9/30/2011	N/A	Complete the disposition of former military compounds; decommission wells no longer in use; and dispose of materials from the miscellaneous debris sites in the following Hanford Reach National Monument (HRNM) area management units: the McGee Ranch/Riverlands Area Unit; the Vernita Bridge Unit; and the North Slope Unit (Saddle Mountain Unit and Wahluke Unit).		\$0.00	\$114,624.66		
PM-40-06.1			In support of the 2015 Hanford Site Cleanup Vision initiative to conduct additional cleanup as funds become available – Complete closure of the NRDWL/BC Control Zone.					
PM-40-06.1a	9/30/2011	N/A	<p>Complete Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) removal actions for contaminated soil cleanup of the northern part of the BC Controlled Area (BCCA) in the Central Plateau Outer Area, as defined in the Hanford Site Cleanup Completion Framework and the Central Plateau Cleanup Completion Strategy.</p> <ul style="list-style-type: none"> 50% of the fee allocated against Performance Objective 1a may be earned for completion of CERCLA removal action of contaminated soil cleanup Zone A in the northern BCCA on or before September 30, 2011 	<ul style="list-style-type: none"> All CERCLA legacy waste disposed of at an approved waste disposal facility. CERCLA Removal Action Objectives for the northern part of BCCA, Zone A identified in BCCA CERCLA Engineering Evaluation/Cost Analysis, Action Memorandum, and Removal Action Work Plan documents, have been met. CERCLA Removal Action Objectives for the northern part of BCCA, Zone B identified in BCCA CERCLA Engineering Evaluation/Cost Analysis, Action Memorandum, and Removal Action Work Plan documents have been met and verification completion packages have been entered into the Administrative Record. Submit and receive DOE approval of the Response Action Report (RAR) for each zone A and B, and associated activities. 	\$0.00	\$275,099.00		

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-40-06.1a	9/30/2011	N/A	Complete Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) removal actions for contaminated soil cleanup of the northern part of the BC Controlled Area (BCCA) in the Central Plateau Outer Area, as defined in the Hanford Site Cleanup Completion Framework and the Central Plateau Cleanup Completion Strategy. • 25% of the fee allocated against Performance Objective 1a may be earned for submitting and receiving DOE and Regulator approval of the Response Action Completion Report (RACR) for Zone A on or before September 30, 2011.	(only for each zone A and B, enter approved report into the Administrative Record (AR).	\$0.00	\$137,549.50		
PM-40-06.1a	9/30/2011	N/A	Complete Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) removal actions for contaminated soil cleanup of the northern part of the BC Controlled Area (BCCA) in the Central Plateau Outer Area, as defined in the Hanford Site Cleanup Completion Framework and the Central Plateau Cleanup Completion Strategy. • 15% of the fee allocated against Performance Objective 1a may be earned for completion of CERCLA removal action of contaminated soil cleanup Zone B in the northern BCCA, on or before September 30, 2011.		\$0.00	\$82,529.70		
PM-40-06.1a	9/30/2011	N/A	Complete Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) removal actions for contaminated soil cleanup of the northern part of the BC Controlled Area (BCCA) in the Central Plateau Outer Area, as defined in the Hanford Site Cleanup Completion Framework and the Central Plateau Cleanup Completion Strategy. • 10% of the fee allocated against Performance Objective 1a may be earned for submitting and receiving DOE and Regulator approval of the Response Action Completion Report (RACR) for Zone B on or before September 30, 2011.		\$0.00	\$55,019.80		
PM-40-06.1b	9/30/2012		Complete Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) removal actions for contaminated soil cleanup of the southern part of the BC Controlled Area (BCCA).	<ul style="list-style-type: none"> • All CERCLA legacy waste disposed of at an approved waste disposal facility. • CERCLA Removal Action Objectives for the southern part of BCCA, Zone C identified in BCCA CERCLA Engineering Evaluation/Cost Analysis, Action Memorandum, and Removal Action Work Plan documents, have been met. • Submit and receive DOE approval of the Response Action Report (RAR). • Clean up of any miscellaneous debris. 	\$130,796.00	\$0.00		

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-40-06.2a	9/30/2013		Complete construction of a monofill ET (evapotranspiration) barrier on both the Solid Waste Landfill (SWL) and Non-Radioactive Dangerous Waste Landfill (NRDWL).	<ul style="list-style-type: none"> • Submit and obtain regulatory approval of the two separate closure plans for both NRDWL and SWL • Complete, submit, and obtain regulatory approval for an integrated groundwater monitoring plan. • Submit and receive DOE acceptance of an independent professional engineer stamped final engineering report or equivalent document for completion of the ET barrier for both NRDWL and SWL. • Obtain regulatory approval for the appropriate permit modifications for both the SWL RCRA subtitle D and NRDWL RCRA subtitle C landfills • Install and initiate a fully functioning barrier performance monitoring system within monofill ET barrier. Specifications of this monitoring system are outlined in the Surface Barrier Performance Monitoring DQO meeting minutes (11/2/04) for the 216- U-8/12 cribs. This will also include the installation of a fully functional meteorological station. • Submit and receive DOE acceptance of an independent professional engineer stamped final engineering report or equivalent document for completion of the ET barrier for both NRDWL and SWL. 	\$700,000.00	\$0.00		
PM-40-06.2b	9/30/2013	12/31/2013	Complete administrative closure of NRDWL/BC Area Zone. Fee is reduced in a linear declining method to \$0 for each calendar day to 12/31/2013, provided the option period is exercised.	<ul style="list-style-type: none"> • Remediation and other disposition activities are complete in accordance with all actions and requirements contained in regulatory and supporting documentation applicable to the zone. All final remedial actions and other disposition actions shall be completed as required to close and transition the geographical zone from DOE-EM to DOE-LM. • Submit and receive DOE approval of a Response Action Report (RAR). • Other documentation and support needed by DOE in obtaining confirmation of completion of disposition actions in accordance with the TPA is provided. • Submit and receive DOE approval of a Critical Decision-4 package meeting the requirements of DOE O 413.3A, Program and Project Management for the Acquisition of Capital Assets, and DOE M 413.3-1, Project Management for the Acquisition of Capital Assets. • Conduct a separate closure review with independent experts that determines implemented remedies for the zone meet the required action objectives and goals in Records of Decision and other disposition decision documents. • Submit and receive DOE approval of a document package for the geographical zone that meets the content requirements for a Hanford Site Transition Plan (as defined in an EM/LM Joint Memorandum, Development of Site Transition Plan, Use of the Site Transition Framework, and Terms and Conditions for Site Transition, dated February 15, 2005) and any other applicable 	\$200,000.00	\$0.00		
PM-40-07.1			<i>In support of the 2015 Hanford Site Cleanup Vision initiative to conduct additional cleanup as funds become available — Complete closure of the Semi Works Zone.</i>					

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-40-07.1a	9/30/2011	N/A	Complete 209-E nuclear facility hazard reduction and downgrade to less than Hazard Category 3.	<ul style="list-style-type: none"> Characterize, package, and ship sufficient quantity of source material to support downgrading to less than Hazard Category 3 Facility in compliance with DOE STD 1027, Change Notice 1. 209-E DSA is terminated eliminating the facility from Nuclear Facility status. Downgrade the facility air permits to minor stack status. Dispose of waste and packaged material per final disposition pathway. 	\$0.00	\$149,012.00		
PM-40-07.1b	9/30/2011	N/A	Complete disposition of 209-E and the ventilation system including (296-P-31 stack) in accordance with applicable requirements.	<ul style="list-style-type: none"> Demolish 209-E in accordance with applicable requirements. This includes demolition of the above-grade structure and the below-grade portion, including disposition of below-grade tanks. Demolish ventilation system (including 296-P-31 stack) in accordance with applicable requirements. This includes: Final site surveys and sampling are complete; appropriate stabilization of the surrounding area and Site demobilization is complete. Dispose of all rubble, waste and other material produced through the demolition activities. Submit and receive DOE approval of Response Action Report or equivalent completion report; enter approved completion report into the Administrative Record. Submit and receive DOE acceptance of a final report or equivalent document in accordance with DOE O 430.1B, Real Property Asset Management. 	\$0.00	\$974,309.00		
PM-40-08.1			In support of the 2015 Hanford Site Cleanup Vision initiative to conduct additional cleanup as funds become available — disposition structures in the 200 Areas.					
PM-40-08.1a	9/30/2011	N/A	Complete disposition of structures MO-104, MO-840, 284-E 272-E, 275-E, 2734-EA, 2701-M, MO-405, 284-W, 284-WB. (MO-104, MO-840, MO-405)	<ul style="list-style-type: none"> The demolition activity takes the structure to slab with no appurtenances extending above grade (appurtenances do not include slab curbing or footing that is part of the concrete structure). Dispose of all rubble, waste and other material produced through the demolition activity. Submit and receive DOE approval of Facility Status Change Form. Submit and receive DOE acceptance of a final report or equivalent document in accordance with DOE O 430.1B, Real Property Asset Management. 	\$0.00	\$229,249.20		
PM-40-08.1a	9/30/2011	N/A	Complete disposition of structures MO-104, MO-840, 284-E 272-E, 275-E, 2734-EA, 2701-M, MO-405, 284-W, 284-WB. (272-E, 275-E, 2734-EA, and 2701-M)	<ul style="list-style-type: none"> 20% of the fee allocated against the Performance Objectives may be earned for demolition of 272-E, 275-E, 2734-EA, and 2701-M and disposal of all rubble waste and other material produced through the demolition activities on or before September 30, 2011. 	\$0.00	\$229,249.20		

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-40-08.1a	9/30/2011	N/A	Complete disposition of structures MO-104, MO-840, 284-E 272-E, 275-E, 2734-EA, 2701-M, MO-405, 284-W, 284-WB. (84-W, 284-WB and 284-E) • 60% of the fee allocated against the Performance Objectives may be earned for demolition of 284-W, 284-WB and 284-E and disposal of all rubble waste and other material produced through the demolition activities on or before September 30, 2011.		\$0.00	\$687,747.60		
PM-40-08.1b	9/30/2011	N/A	Complete the disposition of Water Tower tanks 2902-B and 2901-S.	<ul style="list-style-type: none"> All rubble, waste and other material produced through the demolition activity has been disposed per the requirements of 40 CFR 762.61(c), as authorized by the EPA in their specific Risk Based Disposal Authorization (RBDA) approval for these two water tower tanks. Submit and receive DOE approval of Response Action Report (RAR). Submit and receive DOE acceptance of a final report or equivalent document in accordance with DOE O 430.1B, Real Property Asset Management. 	\$57,315.00	\$0.00		
RL-40 Sub Total					\$5,072,378.91	\$14,136,373.63	\$0.00	\$0.00
PM-41-01.1			Complete D-4 of facilities and remediation of waste sites in the 100-K Area.					
PM-41-01.1a	9/30/2009	N/A	Completion of D-4 of all 100-K Area ancillary facilities listed in TPA Change Notice 245 and remediation of waste sites listed in TPA Change Notice 242 for FY09, as identified for FY09 in the applicable remedial action work plan.	<ul style="list-style-type: none"> All structures demolished 1) to a minimum of 1 m (3 ft) below-grade, or 2) to a minimum 4.6 m (15 ft) below-grade, if warranted by the radiological contamination. Environmental closure documentation must be accepted by DOE for each completed facility and waste site. Appropriate documentation that the below-grade portion of any structure can be left in-place is accepted by DOE. All waste generated by the demolition of facilities or remediation of waste sites has been removed and disposed at an appropriate disposal facility. 	\$9,000.00	\$0.00		
PM-41-01.1b			Complete demolition of the 1706-KE, 1706-KER, and 1706-KEL to grade.					
PM-41-01.1b.1	7/31/2009	N/A	Remove and dispose the 1706-KE waste treatment system (RCRA TSD, TPA Milestone M-16-052) in ERDF or an appropriate waste disposal site.	<ul style="list-style-type: none"> 1706-KE waste treatment system has been removed and disposed at an appropriate waste disposal facility. The 1706-KE waste treatment system is closed under the Resource Conservation and Recovery Act (RCRA) Treatment Storage and Disposal (TSD) facility clean closure requirements. 	\$40,000.00	\$0.00		
PM-41-01.1b.2	9/30/2009	N/A	Complete D4 of the 1706-KE, 1706-KER, and 1706-KEL facilities to grade of the surrounding landscape.	<ul style="list-style-type: none"> All structures demolished to grade of the surrounding landscape. All waste generated by the demolition of 1706-KE, 1706-KER and 1706-KEL facilities has been removed and disposed of at an appropriate waste disposal facility. 	\$60,000.00	\$0.00		
PM-41-01.1h	9/30/2009	N/A	Complete removal and disposal of all CERCLA legacy waste (~723 cubic meters).	<ul style="list-style-type: none"> All CERCLA legacy waste disposed of at an appropriate waste disposal facility. 	\$10,000.00	\$0.00		
PM-41-01.1k			Complete soil waste site remediation under the 105 KE Basin.					
PM-41-01.1k.1	9/30/2009	N/A	Initiate and sustain soil waste site remediation under the 105 KE Basin.	<ul style="list-style-type: none"> Initiate and sustain remediation of the soil waste site under the 105 KE Basin. Soil removal from KE Basin Substructure Demolition activities will not count towards Performance Objective 1k.1. 	\$130,000.00	\$0.00		

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount	
PM-41-02.1			Complete demolition of structures in the 100-K Area						
PM-41-02.1a (115KE)	9/30/2011	N/A	Complete demolition of 115KE, 116KE, 117KE, 118KE, 183.1KW, 183.2KW, 183.3KW, 183.4KW and 183.7KW.	<ul style="list-style-type: none"> All structures demolished 1) to a minimum of 1 m (3 ft) below-grade, 2) to a minimum 4.6 m (15 ft) if warranted by the radiological contamination in accordance with the Interim Record of Decision, or 3) to slab-on-grade if appropriate documentation is submitted to and accepted by DOE allowing the below-grade portion of the structure to be left in-place. All waste generated by the demolition of facilities has been removed and disposed of at an approved disposal facility. 	\$0.00	\$150,000.00			
PM-41-02.1a (116KE)	9/30/2011	N/A	Complete demolition of 115KE, 116KE, 117KE, 118KE, 183.1KW, 183.2KW, 183.3KW, 183.4KW and 183.7KW.		\$0.00	\$25,000.00			
PM-41-02.1a (117KE)	9/30/2011	N/A	Complete demolition of 115KE, 116KE, 117KE, 118KE, 183.1KW, 183.2KW, 183.3KW, 183.4KW and 183.7KW.		\$0.00	\$100,000.00			
PM-41-02.1a (118KE)	9/30/2011	N/A	Complete demolition of 115KE, 116KE, 117KE, 118KE, 183.1KW, 183.2KW, 183.3KW, 183.4KW and 183.7KW.		\$0.00	\$5,000.00			
PM-41-02.1a (183.1KW)	9/30/2011	N/A	Complete demolition of 115KE, 116KE, 117KE, 118KE, 183.1KW, 183.2KW, 183.3KW, 183.4KW and 183.7KW.		\$0.00	\$100,000.00			
PM-41-02.1a (183.2KW)	9/30/2011	N/A	Complete demolition of 115KE, 116KE, 117KE, 118KE, 183.1KW, 183.2KW, 183.3KW, 183.4KW and 183.7KW.		\$0.00	\$200,000.00			
PM-41-02.1a (183.3KW)	9/30/2011	N/A	Complete demolition of 115KE, 116KE, 117KE, 118KE, 183.1KW, 183.2KW, 183.3KW, 183.4KW and 183.7KW.		\$0.00	\$100,000.00			
PM-41-02.1a (183.4KW)	9/30/2011	N/A	Complete demolition of 115KE, 116KE, 117KE, 118KE, 183.1KW, 183.2KW, 183.3KW, 183.4KW and 183.7KW.		\$0.00	\$100,000.00			
PM-41-02.1a (183.7KW)	9/30/2011	N/A	Complete demolition of 115KE, 116KE, 117KE, 118KE, 183.1KW, 183.2KW, 183.3KW, 183.4KW and 183.7KW.		\$0.00	\$75,000.00			
PM-41-02.1b	9/30/2011	N/A	Complete demolition of 115KE, 116KE, 117KE, 118KE, 183.1KW, 183.2KW, 183.3KW, 183.4KW and 183.7KW structures inside the perimeter fence at 100 K Area.		Complete all structures in Performance Objective 1a	\$0.00	\$1,000,000.00		
PM-41-02.1c (181KE)	9/30/2011	N/A	Complete demolition of 110KE, 181KE, 183.1KE, 190KE, 190KW, 1605KE, MO048 and MO969 structures inside the perimeter fence at 100 K Area.	<ul style="list-style-type: none"> All structures demolished 1) to a minimum of 1 m (3 ft) below-grade, 2) to a minimum 4.6 m (15 ft) if warranted by the radiological contamination in accordance with the Interim Record of Decision, or 3) to slab-on-grade if appropriate documentation is submitted to and accepted by DOE allowing the below-grade portion of the structure to be left in-place. All waste generated by the demolition of facilities has been removed and disposed of at an approved disposal facility. 	\$0.00	\$300,000.00			
PM-41-02.1c (183.1KE)	9/30/2011	N/A	Complete demolition of 110KE, 181KE, 183.1KE, 190KE, 190KW, 1605KE, MO048 and MO969 structures inside the perimeter fence at 100 K Area.		\$0.00	\$100,000.00			
PM-41-02.1c (183.4KE)	9/30/2011	N/A	Complete demolition of 110KE, 181KE, 183.1KE, 190KE, 190KW, 1605KE, MO048 and MO969 structures inside the perimeter fence at 100 K Area.		\$0.00	\$150,000.00			
PM-41-02.1c (190KW)	9/30/2011	N/A	Complete demolition of 110KE, 181KE, 183.1KE, 190KE, 190KW, 1605KE, MO048 and MO969 structures inside the perimeter fence at 100 K Area.		The following facilities have no fee assigned but must be completed on or before September 30, 2011 in order to fulfill Performance Objective 1c.	\$0.00	\$150,000.00		
PM-41-02.1c (190KE)	9/30/2011	N/A	Complete demolition of 110KE, 181KE, 183.1KE, 190KE, 190KW, 1605KE, MO048 and MO969 structures inside the perimeter fence at 100 K Area.		110KE Helium Gas Storage Tanks MO048 Construction Lunch Room MO069 One/Construction Change Room	\$0.00	\$150,000.00		
PM-41-02.1d (Final Payment)	9/30/2011	N/A	Complete demolition of 110KE, 181KE, 183.1KE, 190KE, 190KW, 1605KE, MO048 and MO969 structures inside the perimeter fence at 100 K Area.	Complete all structures in Performance Objective 1c	\$0.00	\$1,000,000.00			
PM-41-02.2			COMPLETE REMEDIATION OF WASTE SITES IN THE 100-K AREA.						

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-41-02.2a (100-K-3)	9/30/2011	N/A	Complete remediation of 100-K-3, 100-K-42, 100-K-47, 100-K-71, 116-KE-1, and 116-KE-3 waste sites inside the perimeter fence at 100 K Area.	<ul style="list-style-type: none"> Environmental Closure documentation must be accepted by DOE for each completed waste site. All waste generated by remediation of the waste site has been removed and disposed of at an approved disposal facility. 	\$0.00	\$25,000.00		
PM-41-02.2a (100-K-42)	9/30/2011	N/A	Complete remediation of 100-K-3, 100-K-42, 100-K-47, 100-K-71, 116-KE-1, and 116-KE-3 waste sites inside the perimeter fence at 100 K Area.		\$0.00	\$150,000.00		
PM-41-02.2a (100-K-47)	9/30/2011	N/A	Complete remediation of 100-K-3, 100-K-42, 100-K-47, 100-K-71, 116-KE-1, and 116-KE-3 waste sites inside the perimeter fence at 100 K Area.		\$0.00	\$50,000.00		
PM-41-02.2a (100-K-71)	9/30/2011	N/A	Complete remediation of 100-K-3, 100-K-42, 100-K-47, 100-K-71, 116-KE-1, and 116-KE-3 waste sites inside the perimeter fence at 100 K Area.		\$0.00	\$25,000.00		
PM-41-02.2a (116-KE-1)	9/30/2011	N/A	Complete remediation of 100-K-3, 100-K-42, 100-K-47, 100-K-71, 116-KE-1, and 116-KE-3 waste sites inside the perimeter fence at 100 K Area.		\$0.00	\$25,000.00		
PM-41-02.2a (116-KE-3)	9/30/2011	N/A	Complete remediation of 100-K-3, 100-K-42, 100-K-47, 100-K-71, 116-KE-1, and 116-KE-3 waste sites inside the perimeter fence at 100 K Area.		\$0.00	\$50,000.00		
PM-41-02.2b	9/30/2011	N/A	Complete remediation of 100-K-3, 100-K-42, 100-K-47, 100-K-71, 116-KE-1, and 116-KE-3 waste sites inside the perimeter fence at 100 K Area.		Complete all waste sites in Performance Objective 2a.	\$0.00	\$300,000.00	
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 100-K-3	<ul style="list-style-type: none"> Environmental Closure documentation must be accepted by DOE-RL FPD for each completed waste site. All waste generated by remediation of the waste site has been removed and disposed of at an appropriate disposal facility. 	\$0.00	\$71,112.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 100-K-18		\$0.00	\$5,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 100-K-34		\$0.00	\$5,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 100-K-53		\$0.00	\$150,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 100-K-55 Part 1		\$0.00	\$300,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 100-K-56 Part 1		\$0.00	\$300,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 100-K-57		\$0.00	\$100,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 100-K-63		\$0.00	\$250,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 100-K-64		\$0.00	\$250,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 100-K-68		\$0.00	\$100,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 100-K-69		\$0.00	\$10,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 100-K-70		\$0.00	\$25,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 100-K-77		\$0.00	\$5,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 100-K-102		\$0.00	\$50,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 116-KE-2		\$0.00	\$50,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 120-KW-1		\$0.00	\$10,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 120-KW-2		\$0.00	\$30,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 1607-K3		\$0.00	\$1,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 100-K-6		\$0.00	\$1,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 100-K-19		\$0.00	\$1,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 100-K-36		\$0.00	\$1,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 100-K-37		\$0.00	\$1,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 100-K-38		\$0.00	\$1,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 100-K-46		\$0.00	\$1,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 100-K-62		\$0.00	\$1,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 100-K-79		\$0.00	\$1,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 100-K-83		\$0.00	\$1,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 116-KE-6A		\$0.00	\$1,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 116-KE-6B		\$0.00	\$1,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 116-KE-6C		\$0.00	\$1,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 116-KE-6D	\$0.00	\$1,000.00			
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 118-KE-2	\$0.00	\$1,000.00			
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 120-KW-3	\$0.00	\$1,000.00			
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 120-KW-4	\$0.00	\$1,000.00			

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 120-KW-5		\$0.00	\$1,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 120-KW-7		\$0.00	\$1,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 130-KE-1		\$0.00	\$1,000.00		
PM-41-02.2c	9/30/2011	N/A	Complete remediation of 132-KE-1		\$0.00	\$1,000.00		
PM-41-02.2d	9/30/2011	N/A	Complete all waste sites in Performance Objective 2c	Complete all waste sites in Performance Objective 2c.	\$0.00	\$750,000.00		
PM-41-02.3			Complete K West Basin debris removal and spent nuclear fuel/scrap free inspection and determination.					
PM-41-02.3a	9/30/2011	N/A	Complete removal of debris in the K West Basin.	<ul style="list-style-type: none"> Compliantly package debris units removed from the KW Basin for shipment to an appropriate disposal facility. Properly disposition debris unit within the KW Basin or remove debris unit from the basin. Appropriate ERDF receipt documentation for the debris units. The approved Debris Unit definition contained in PMB, Rev 2 CEIS Backup Detail for WBS Activity 041.02.06.01.01.06 KW Basin Deactivation, is used to calculate each debris unit 	\$0.00	\$102,500.00		
PM-41-02.3b	9/30/2011	N/A	Complete vacuuming of floor sludge in the K West Basin into Engineered Container 210.	<ul style="list-style-type: none"> Floor sludge must be removed to the extent needed to perform an accurate inspection of the K West Basin floor, to include removal of sludge under installed equipment, tanks, and miscellaneous items to the extent practicable. Water clarity is maintained to allow unobstructed visual observation by inspectors. Written DOE FPD acceptance of CHPRC end point determination. 	\$0.00	\$75,000.00		
PM-41-02.3c	9/30/2011	N/A	Determine K West Basin is spent nuclear fuel/fuel scrap free (i.e. "fuel free").	<ul style="list-style-type: none"> Videotape and written documentation confirming that K West Basin is fuel free. Written DOE FPD acceptance of CHPRC declaration K West Basin is fuel free. 	\$0.00	\$250,000.00		
PM-41-02.3d	9/30/2011	N/A	Complete K West Basin debris removal and spent nuclear fuel/scrap free inspection and determination.	Complete all activities in Performance Objective 3a	\$0.00	\$325,000.00		
PM-41-02.4			COMPLETE KE REACTOR DISPOSITION.					

Performance Measure Identifier	Maximum Fee Date	Minimum Fee Date (if applicable)	Objective	Completion Criteria	Cumulative Total Base Period Base Fee	Cumulative Total Recovery Fee	Cumulative Total Option Period Fee	Provisional Fee Installment Amount
PM-41-02.4a	9/30/2011	N/A	Complete Deactivation of the 105KE Reactor Building necessary to place the KE Reactor facility in an ISS/Reactor Disposition-ready condition.	Deactivation (including, but not limited to): <ul style="list-style-type: none"> • Electrical isolation of the KE Reactor • Mechanical isolation of the KE Reactor • KE Reactor building has achieved Cold & Dark status Decontamination of the KE Reactor building (including, but not limited to): <ul style="list-style-type: none"> • asbestos removal • remove hazardous materials such as; <ul style="list-style-type: none"> a) lead b) oil c) mercury Demolition (including, but not limited to): <ul style="list-style-type: none"> • All sections of the reactor building East and West of the actual core (including admin areas, labs, Horizontal Rod Cage Racks, fan rooms, control room, instrument repair room, locker rooms, lunchroom and all building sections west of corridor 10) have been deactivated, decontaminated, and demolished. • Waste generated by this work scope has been removed and disposed of at an approved disposal facility. 	\$0.00	\$1,000,000.00		
PM-41-02.4b	9/30/2011	N/A	Complete Characterization of the KE Reactor core.	<ul style="list-style-type: none"> • Documentation of all characterization samples has been obtained and delivered to an approved laboratory. • Characterization sample analysis report has been completed and accepted by DOE. • Characterization sample analysis results presented in the sample analysis report have been accepted by DOE as sufficient supporting documentation to proceed with the KE Reactor Disposition work plan/strategy. • Characterization has been performed in accordance with the approved Sampling and Analysis Plan. 	\$0.00	\$50,000.00		
PM-41-02.4c	9/30/2011	N/A	Complete both Performance Objective 4a and 4b	Complete both Performance Objective 4a and 4b	\$0.00	\$300,000.00		
PM-41-02.5		N/A	COMPLETE 100K AREA UTILITY REROUTES					
PM-41-02.5a	9/30/2011	N/A	Complete installation of an alternate 100K Area service water system.	<ul style="list-style-type: none"> • Install and accept new water line in accordance with final design drawings. • Install and accept fire pumps and fire water reservoir. • Place service water system into sustained operation. • Operational Testing Plan results are approved by Washington Department of Health (WDOH) and Final Approval Letter is issued by WDOH to allow for potable water distribution. 	\$0.00	\$500,000.00		
PM-41-02.5b	9/30/2011	N/A	Complete preparations activities for electrical power isolation.	<ul style="list-style-type: none"> • Procure, receive and test portable skid-mounted substation. • Complete site preparation activities in the A9 switch yard in accordance with final design drawings. • Install exterior line poles/wiring in accordance with final design drawings. • Place skid-mounted substation into operation. 	\$0.00	\$200,000.00		
PM-41-02.5c	9/30/2011	N/A	Complete installation of K West Basin HVAC system.	<ul style="list-style-type: none"> • Install, test, and accept new KW Basin HVAC system in accordance with design drawings. • Place new KW Basin HVAC system into sustained operation. 	\$0.00	\$100,000.00		
PM-41-02.5d	9/30/2011	N/A	Complete Performance Objectives 5a, 5b, and 5c	Complete Performance Objectives 5a, 5b, and 5c	\$0.00	\$631,276.35		
RL-41 Sub Total					\$249,000.00	\$10,345,888.35	\$0.00	\$0.00

