

RECAP of TANK OPERATIONS CONTRACT MODIFICATIONS FOR THE ARRA FUNDED SCOPE					
Mod No.	Date	Funds Obligated	Cumulative ARRA Funding	Comments	Amount Definitized
A015	04/14/09	\$42,500,000	\$42,500,000	Change order and RFP to incorporate American Recover and Reinvestment Act (ARRA) Work scope and obligate incremental ARRA funding	
M016	04/30/09	\$0	\$42,500,000	Revise table B-4.1 to correct Mod 15 (adjusted budgeted work from 2010 to 2009), and authorized contractor to proceed on sub-CLINs 3.2 and 4.5.	
A019	05/29/09	\$100,000	\$42,600,000	Obligate incremental ARRA funding – CENRTC	
20	07/09/09	\$188,400,000	\$231,000,000	Obligate incremental funding (B), incorporate changes to ARRA projects (B, C, J) and changed the CO (G)	
24	09/04/09	\$91,755,000	\$322,755,000	Obligate incremental ARRA funding	
27	09/21/09	-\$100,000	\$322,655,000	De-obligate ARRA funding (as requested by WRPS) to be placed on IEWO to Savannah River for RA workscope at ORP	
30	10/01/09	\$0	\$322,655,000	Partially definitized ARRA change orders (Mods 15 & 20)	\$299,728,838
40	01/28/10	-\$400,000	\$322,255,000	De-obligate ARRA funds to place on an IEWO to SRNS in support of RA projects at ORP.	
42	02/11/10	\$0	\$322,255,000	Change order and RFP for additional accelerated ARRA funded projects and authorization to begin work on these projects.	
44	03/15/10	-\$100,000	\$322,155,000	De-obligate ARRA funds to correct accounting code.	
49	04/27/10	\$0	\$322,155,000	Corrected errors on the B.4-1 Table from the original award and Mod 30, which resulted in a lower total contract value (net credit amount did not change from Mod 30).	
58	07/08/10	\$100,000	\$322,255,000	Obligate ARRA CENTRC Funding	
63	08/05/10	\$1,600,000	\$323,855,000	Obligate ARRA funding	
				ARRA - correct fee error from Mod 30/49.	\$685,085
72	09/20/10	\$0	\$323,855,000	ARRA definitization of Mod 42, updated FAR clause, Added PBIs, change contract value. Sections changed B, I, J.4-2, J.15.	\$22,962,873

Total amount definitized to date: **\$323,376,796**

Remaining amount to definitize: **\$478,204**

3. Section B, Supplies or Services and Prices/Costs, is revised to incorporate the negotiated cost and fee of the change order issued in modification 042 for the ARRA funded scope, and correct the fee calculation error (double deduction of pension costs) made in Modification 30.

The negotiated cost and fee for the Recovery Act scope from Modification 042 definitized by this modification is:

MOD 42	Negotiated Price	Net Credits	Total Price Change
Cost	\$21,439,900	(\$9,083,304)	\$12,356,596
Fee	\$1,522,973	(\$681,248)	\$841,725
Total	\$22,962,873	(\$9,764,552)	\$13,198,321

The correction of the Modification 30 fee error resulted in the following price change.

Fee Added to ARRA - Base Period	\$684,506
Fee Deducted non ARRA - Option Periods	(\$818,888)
Net Change to Total Contract Fee	(\$134,382)

The net increase to the contract value due to the above two changes is \$13,063,939. However, due to rounding, when calculating the total revised contract cost and fee for the revised B.4-1 Table, which is in stated in thousands, the total contract price (estimated cost and fee) is hereby changed as shown below:

FROM:

Total Contract Price (\$ Thousands)					
	Transition	Base	Option 1	Option 2	Total
Cost	5,494	2,626,736	2,126,263	1,951,629	6,710,122
Fee	0	132,130	115,645	114,361	362,136
Total	5,494	2,758,866	2,241,908	2,065,990	7,072,258

TO:

Revised Total Price (\$ Thousands)					
	Transition	Base	Option 1	Option 2	Total
Cost	5,494	2,639,930	2,125,426	1,951,629	6,722,479
Fee	0	133,718	114,963	114,161	362,842
Total	5,494	2,773,648	2,240,389	2,065,790	7,085,321

4. Section I, Contract Clauses, is revised to incorporate an latest version of Clause I.12A, FAR 52.204-11, American Recovery and Reinvestment Act – Reporting Requirements (JUL 2010), and to change the dollar amount the Contractor is authorized to spend on Recovery Act projects under clause I.24A, FAR 52.216-24, Limitation of Government Liability (APR 1984).
5. Section J, List of Attachments, is updated to reflect the revised number of pages in Attachment J.4.
6. Section J, Attachment J.4 Performance Evaluation and Measurement Plan (PEMP), Attachment 2 Performance Measures for Base Contract Period, is revised to incorporate four new performance based incentives (PBIs) and to change the unallocated fee amount.
7. Section J, Attachment J.15, American Recovery and Reinvestment Act (ARRA) Scope and End-State Milestones, is revised to incorporate changed milestone due dates.
8. The remaining \$ 478,204 of ARRA funds not definitized by this modification may be definitized at a later date or the funds may be deobligated from the contract.
9. The following changes are hereby made to the contract:
 - a. Section B, Modification 72, attachment 1 to this modification, replaces Section B of the contract in its entirety (22 pages total).
 - b. Section I, Modification 72, attachment 2 to this modification, replaces Section I of the contract in its entirety (32 pages total).
 - c. Section J, List of Attachments, Modification 72, attachment 3 to this modification, replaces Section J, List of Attachments, of the contract in its entirety (1 page total).
 - d. Section J, Attachment J.4 Performance Evaluation and Measurement Plan (PEMP), Attachment 2 Performance Measures for Base Contract Period, Modification 72, attachment 4 to this modification, replaces Attachment J.4, Attachment 2 of the contract in its entirety (92 pages total).
 - e. Section J, Attachment J.15, American Recovery and Reinvestment Act (ARRA) Scope and End-State Milestones, Modification 72, attachment 5 to this modification, replaces Section J.15 of the contract in its entirety (5 pages total).
10. All other terms and conditions remain unchanged.

11. By signing this modification the Contractor hereby acknowledges the following:

Contractor's Statement of Release: In consideration of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's American Reinvestment and Recovery Act (Recovery Act) proposals dated July 13, 2009 (Contract Modifications 15 and 20) and March 22, 2010 (Contract Modification 42) "proposals for adjustment," 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 the "proposal(s) for adjustment" except for those adjustments resulting from the DCAA audit reports on the Contractor's Recovery Act proposals, in accordance with contract clause H.47(d).

12. The following attachments are part of this modification:

Attachment 1 - Section B, Supplies or Services and Prices/Costs, Modification 72 (22 pages total).

Attachment 2 - Section I, Contract Clauses, Modification 72 (32 pages total).

Attachment 3 - Section J, List of Attachments, Modification 72 (1 page total).

Attachment 4 - Section J, Attachment J.4 Performance Evaluation and Measurement Plan (PEMP), Attachment 2 Performance Measures for Base Contract Period, Modification 72 (92 pages total).

Attachment 5 - Section J, Attachment J.15, American Recovery and Reinvestment Act (ARRA) Scope and End-State Milestones, Modification 72 (5 pages total).

Attachment 1

Section B, Supplies or Services and Prices/Costs, Modification 72 (22 pages total).

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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B.1 TYPE OF CONTRACT

This is a performance-based Cost-Plus-Award Fee Contract to directly support the environmental clean-up mission with a fee structure that provides a strong financial motivation for the Contractor to furnish safe, compliant, cost-effective and energy-efficient services to further the U.S. Department of Energy (DOE) Office of River Protection (ORP) mission to store, retrieve and treat Hanford tank waste, store and dispose of treated waste, and close the tank farm waste management areas to protect the Columbia River.

B.2 ITEM(S) BEING ACQUIRED

- (a) The Contractor shall, in accordance with the terms of this Contract (Contract refers solely to the Tank Operations Contract), provide the personnel, equipment, materials, supplies, and services, and do all things necessary for, or incident to, providing its best efforts to perform all requirements of this Contract.
- (b) For purposes of cost collection, reporting, work authorization, and administration of the Contract fee structure, the Contract consists of 23 activities divided among six (7) Contract Line Item Numbers (CLINs) and authorized in accordance with the Section B Clause entitled, *DOE Authorization of Work*. The activities identified below are further defined in Section J Attachment entitled, *Supplemental Work Description Tables*:
 - (1) *CLIN 1 – Base Operations*:
 - a. Sub-CLIN 1.1: Transition;
 - b. Sub-CLIN 1.2: Safe, Compliant Operations; and
 - c. Sub-CLIN 1.3: Analytical Laboratory Support.
 - (2) *CLIN 2 – Single-Shell Tank (SST) Retrieval and Closure*:
 - a. Sub-CLIN 2.1: Single-Shell Tank Retrieval; and
 - b. Sub-CLIN 2.2: Single-Shell Tank Farm (Waste Management Area) Closure.
 - (3) *CLIN 3 – Waste Treatment and Immobilization Plant (WTP) Support*:
 - a. Sub-CLIN 3.1: Treatment Planning, Waste Feed Delivery, and WTP Transition;
 - b. Sub-CLIN 3.2: WTP Operational Readiness;
 - c. Sub-CLIN 3.3: Immobilized High-Level Waste (IHLW) Storage and Shipping Facility Construction; and
 - d. Sub-CLIN 3.4: Upgrade and Operate the Effluent Treatment Facility (ETF).
 - (4) *CLIN 4 – Supplemental Treatment*:
 - a. Sub-CLIN 4.1: Demonstration Bulk Vitrification System (DBVS) Construction and Operations;

- b. Sub-CLIN 4.2: Extended Demonstration Bulk Vitrification System Operations;
 - c. Sub-CLIN 4.3: Supplemental Treatment Design
 - d. Sub-CLIN 4.4: Supplemental Treatment Construction and Operations
 - e. Sub-CLIN 4.5: Transuranic Tank Waste Treatment and Packaging.
- (5) *CLIN 5 – Early Feed and Operation of the WTP Low Activity Waste (LAW) Facility:*
- a. Sub-CLIN 5.1: Tank Selection, Retrieval, Pretreatment and Feed Delivery Design;
 - b. Sub-CLIN 5.2: Retrieval, Pretreatment and Feed Delivery Construction and Operations;
 - c. Sub-CLIN 5.3: (moved to Sub-CLIN 3.4)
 - d. Sub-CLIN 5.4: LAW/BOF/LAB Operations.
- (6) *CLIN 6 – Pension and Welfare Plans:*
- a. Sub-CLIN 6.1: Hanford Employee Retirement and Benefit Plan Management; and
 - b. Sub-CLIN 6.2: Legacy Pension and Benefit Plan Management.
- (7) *CLIN 7 – American Recovery and Reinvestment Act (ARRA) Workslope:*
- a. Sub-CLIN 7.1: ARRA workslope under Sub-CLIN 1.2 – Safe, Compliant Operations;
 - b. Sub-CLIN 7.2: ARRA workslope under Sub-CLIN 1.3 – Analytical Laboratory Support;
 - c. Sub-CLIN 7.3: ARRA workslope under Sub-CLIN 3.1 – Treatment Planning, Waste Feed Delivery, and WTP Transition; and
 - d. Sub-CLIN 7.4: ARRA workslope under Sub-CLIN 3.3 – Immobilized High-Level Waste (IHLW) Storage and Shipping Facility Construction
 - e. Sub-CLIN 7.5: ARRA workslope under Sub-CLIN 3.4 - Upgrade and Operate the Effluent Treatment Facility (ETF).
 - f. Sub-CLIN 7.6: ARRA workslope under Sub-CLIN 2.1 Single Shell Tank (SST) Retrieval and Closure

B.3 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) Obligation of Funds. Pursuant to the Section I Clause entitled, FAR 52.232-22 Limitation of Funds, total funds in the amount of \$1,179,248,014.48 have been allotted for obligation and are available for payment of services provided from the effective date of the Notice to Proceed through September 30, 2013.

Of the total identified above, \$323,855,000.00 in Recovery Act funds have been allotted for obligation and are available for payment of services provided from the effective date of this modification through September 30, 2011. (Subject to Section I clause 52.216-24 Limitation of Government Liability and \$855,393,014.48 in non-Recovery Act funds are

available for payment of services through September 30, 2013

- (b) Availability of Funds. Except as may be specifically provided in the Section I Clause entitled, *DEAR 952.250-70, Nuclear Hazards Indemnity Agreement*, the duties and obligations of DOE hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress that DOE may legally spend for such purposes.
- (c) No fee shall be paid to the contractor for the Recovery Act work, including provisional, prior to the negotiation of any equitable adjustment in the fee and the subsequent modification of the contract to reflect the mutual agreement between the contractor and the Contracting Officer.

B.4 CONTRACT COST AND CONTRACT FEE

This Section establishes the *Total Contract Cost* and *Contract Fee*. Within Table B.4-1:

- (a) *Contract Period* is defined as the *Transition Period, Base Period, and Option Period(s)* (if exercised) described in the Section F Clause entitled, *Period of Performance*.
- (b) *Contract Cost* is defined as all costs initially proposed by the Contractor.
- (c) *Available Fee* is defined as the maximum amount of fee that may be earned under the Contract by Contract period.
- (d) *Contract Price* in Table B.4-1 is the sum of *Contract Cost* and *Available Fee*, in each year of Contract performance.
- (e) *Total Contract Cost* is defined as the cumulative *Contract Cost* for all Contract periods.
- (f) *Total Available Fee* is defined as the cumulative *Available Fee* for all Contract periods.
- (g) *Total Contract Price* is defined as the sum of *Total Contract Cost* and *Total Available Fee*.
- (h) *Contract Line Item Number (CLIN)* references a specific category of work as defined in the Section C, *Statement of Work*. Proposed costs shall be appropriately categorized into the individual CLINs in Table B.4-1.
- (i) *Contract Cost, Contract Price, and Available Fee* by Fiscal Year and by Sub-CLIN will be adjusted annually by the Contracting Officer upon approval of the Performance Measurement Baseline, and whenever changes affecting the table are made under the Section I Clause entitled, *Changes – Cost Reimbursement*.

B.5 CHANGES TO CONTRACT COST AND CONTRACT FEE

- (a) Funding.
 - (1) DOE intends to obligate funding to the Contract in accordance with the *Contract Price* shown by fiscal year in Table B.4-1, *Contract Cost and Contract Fee*. The Contractor shall not be entitled to an equitable adjustment to *Available Fee* if the obligated funding by fiscal year is within 10% of the amount shown in Table B.4-1.

- (2) If DOE does not obligate funding within the parameters detailed in paragraph (a)(1) above, the Contracting Officer may initiate a change or consider a request for an equitable adjustment to the *Contract Price* and/or Schedule in accordance with the Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement, Alternates II, III, and IV.*
- (b) Performance Risk.
 - (1) Changes to *Total Available Fee* will accurately reflect the corresponding changes to the Contract with respect to performance risk as determined by DEAR 915.404-4-70, DOE structured profit and fee system and implemented by the profit-analysis factors defined in FAR 15.404-4, *Profit*. Accordingly, changes to the Contract resulting in an increase or decrease to the Contractor's performance risk as defined in FAR 15.404-4(d)(1), shall cause a proportionate increase or decrease to the *Total Available Fee*.
 - (2) If performance risk changes, the Contracting Officer may initiate a change or consider a request for equitable adjustment to Contract Price and/or Schedule in accordance with the Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement, Alternates II, III, and IV.*

Table B.4-1, Contract Cost and Contract Fee
 (\$'s in K)

Transition Period – FY 2008							
CLIN 1 Base Operations	Sub-CLIN 1.1	5,494					
	Contract Cost	5,494					
	Contract Price	5,494					
Base Period							
		FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	Totals
CLIN 1 Base Operations	Sub-CLIN 1.2	126,823	124,666	125,833	134,914	147,996	660,232
	Sub-CLIN 1.3	14,120	14,379	16,681	17,434	17,899	80,513
CLIN 2 SST Retrieval and Closure	Sub-CLIN 2.1	39,375	27,939	42,292	55,615	66,336	231,557
	Sub-CLIN 2.2	7,434	9,970	6,552	17,389	11,927	53,272
CLIN 3 WTP Support	Sub-CLIN 3.1	9,605	14,549	20,816	17,553	21,056	83,579
	Sub-CLIN 3.2	3,045	3,115	3,187	3,247	3,335	15,929
	Sub-CLIN 3.3	926	0	830	4,272	1,350	7,378
	Sub-CLIN 3.4	16,536	17,333	23,879	19,024	15,145	91,917
CLIN 4 Supplemental Treatment	Sub-CLIN 4.1	49,228	37,388	19,799	13,895	4,689	124,999
	Sub-CLIN 4.2	0	0	22	308	6,353	6,683
	Sub-CLIN 4.3	0	101	382	389	9,149	10,021
	Sub-CLIN 4.4	0	104	396	471	676	1,647
	Sub-CLIN 4.5	9,533	5,686	17,008	9,751	9,932	51,910
CLIN 5 Early Feed and Operation of WTP LAW Facility	Sub-CLIN 5.1	34,118	6,848	2,674	1,973	2,648	48,261
	Sub-CLIN 5.2	0	34,417	49,008	43,452	35,379	162,256
	Sub-CLIN 5.3	0	0	0	0	0	0
	Sub-CLIN 5.4	0	0	0	0	0	0
CLIN 6 Pension and Welfare Plans	Sub-CLIN 6.1	20,036	21,877	23,836	25,948	27,376	119,073
	Sub-CLIN 6.2	105,842	112,696	120,939	127,189	123,003	589,669
Base Contract Sub-Totals	Contract Cost	436,621	431,068	474,134	492,824	504,429	2,338,896
	Available Fee	15,675	24,164	21,843	26,701	22,993	111,376
	Contract Price	452,296	455,232	495,977	519,525	527,242	2,450,272
CLIN 7 American Recovery and Reinvestment Act (ARRA) Workslope	Sub-CLIN 7.1	29,362	89,029	63,201	0	0	181,592
	Sub-CLIN 7.2	2,661	17,260	11,791	0	0	31,712
	Sub-CLIN 7.3	5,756	26,731	26,448	0	0	58,935
	Sub-CLIN 7.4	0	0	0	0	0	0
	Sub-CLIN 7.5	539	6,943	3,268	0	0	10,750
	Sub-CLIN 7.6	0	10,832	7,213	0	0	18,045
ARRA Sub-Totals	Cost	38,318	150,795	111,921	0	0	301,034
	Fee	2,853	11,180	8,309	0	0	22,342
	Price	41,171	161,975	120,230	0	0	323,376
Total Contract Price	Contract Cost	474,939	581,863	586,055	492,824	504,249	2,639,930
	Available Fee	18,528	35,344	30,152	26,701	22,993	133,718
	Contract Price	493,467	617,207	616,207	519,525	527,242	2,773,648

Table B.4-1, Contract Cost and Contract Fee (continued)

		Option Period 1			
		FY 2014	FY 2015	FY 2016	Totals
CLIN 1 Base Operations	Sub-CLIN 1.2	141,852	100,932	140,899	383,683
	Sub-CLIN 1.3	17,860	18,271	15,561	51,692
CLIN 2 SST Retrieval and Closure	Sub-CLIN 2.1	53,361	62,089	73,809	189,259
	Sub-CLIN 2.2	13,087	13,619	7,172	33,878
CLIN 3 WTP Support	Sub-CLIN 3.1	23,597	17,359	19,307	60,263
	Sub-CLIN 3.2	3,412	3,220	3,307	9,939
	Sub-CLIN 3.3	3,676	17,845	35,469	56,990
	Sub-CLIN 3.4	15,801	15,530	8,561	39,892
CLIN 4 Supplemental Treatment	Sub-CLIN 4.1	0	0	0	0
	Sub-CLIN 4.2	8,559	17,298	17,745	43,602
	Sub-CLIN 4.3	12,086	22,176	33,154	67,416
	Sub-CLIN 4.4	8,002	45,545	284,921	338,468
	Sub-CLIN 4.5	3,409	2,944	0	6,353
CLIN 5 Early Feed and Operation of WTP LAW Facility	Sub-CLIN 5.1	436	0	0	436
	Sub-CLIN 5.2	10,092	21,416	21,908	53,416
	Sub-CLIN 5.3	0	0	0	0
	Sub-CLIN 5.4	90,880	124,209	127,237	342,326
CLIN 6 Pension and Benefit Plans	Sub-CLIN 6.1	29,972	32,846	36,029	98,847
	Sub-CLIN 6.2	119,377	116,094	113,495	348,966
Base Contract Totals	Contract Cost	555,459	631,393	938,574	2,125,426
	Available Fee	TBD by DOE	TBD by DOE	TBD by DOE	114,963
	Contract Price	Total	Total	Total	2,240,389

Option Period 2				
		FY 2017	FY 2018	Totals
CLIN 1 Base Operations	Sub-CLIN 1.2	177,027	171,257	348,284
	Sub-CLIN 1.3	13,881	14,543	28,424
CLIN 2 SST Retrieval and Closure	Sub-CLIN 2.1	69,902	43,482	113,384
	Sub-CLIN 2.2	3,783	2,357	6,140
CLIN 3 WTP Support	Sub-CLIN 3.1	9,705	4,009	13,714
	Sub-CLIN 3.2	3,356	3,420	6,776
	Sub-CLIN 3.3	25,165	19,552	44,717
	Sub-CLIN 3.4	13,086	17,239	30,325
CLIN 4 Supplemental Treatment	Sub-CLIN 4.1	0	0	0
	Sub-CLIN 4.2	18,102	9,790	27,892
	Sub-CLIN 4.3	0	0	0
	Sub-CLIN 4.4	448,611	268,471	717,082
	Sub-CLIN 4.5	0	0	0
CLIN 5 Early Feed and Operation of WTP LAW Facility	Sub-CLIN 5.1	0	0	0
	Sub-CLIN 5.2	22,412	22,928	45,340
	Sub-CLIN 5.3	0	0	0
	Sub-CLIN 5.4	131,281	134,315	265,596
CLIN 6 Pension and Benefit Plans	Sub-CLIN 6.1	39,561	43,479	83,040
	Sub-CLIN 6.2	111,372	109,543	220,915
Base Contract Totals	Contract Cost	1,087,244	864,385	1,951,629
	Available Fee	TBD by DOE	TBD by DOE	114,161
	Contract Price	Total	Total	2,065,790

Contract Totals		
Total: Transition, Base & Option Periods	Contract Cost	6,772,479
	Available Fee	362,842
	Contract Price	7,085,321

B.6 BASIS FOR TOTAL AVAILABLE FEE

The cost basis for *Total Available Fee* shall be the *Total Contract Cost*, excluding:

- (a) Pass-through funding provided to other contractors for Hanford Site services identified in the Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*;
- (b) Costs associated with sponsorship, management, administration and/or contributions for Legacy Plans (set forth in the Section H Clause entitled, *Employee Compensation: Pay and Benefits*) administered under this Contract; and
- (c) Costs associated with sponsorship, management, administration and/or contributions for any defined benefit pension plan.

Employee benefit plan costs shall be included in the *Contract Price* by fiscal year and by Contract period shown in Table B.4-1, *Contract Cost and Contract Fee*.

B.7 FEE STRUCTURE

- (a) The Contracting Officer reserves the unilateral discretion to determine the amount of *Available Fee* for the *Base Period* and *Option Period(s)* (if exercised), to each fiscal year and Sub-CLIN as described in this Clause; and as adjusted in the Section B Clause entitled, *Changes to Contract Cost and Contract Fee*. The Contractor will have the opportunity to earn 100% of the *Available Fee* within a Contract period, for work authorized in accordance with the Section B Clause entitled, *DOE Authorization of Work* and as adjusted in the Section B Clause entitled, *Changes to Contract Cost and Contract Fee*.
- (b) The *Available Fee* shown in Table B.4-1, *Contract Cost and Contract Fee*, can be earned through objective fee components and/or subjective fee components. The performance measures for these components and *Available Fee* for the period allocated to the fiscal year are provided in the Section J Attachment entitled, *Performance Evaluation and Measurement Plan (PEMP)*. The PEMP may contain annual and multi-year performance measures.
 - (1) *Available Fee* for the period allocated to annual performance measures may only be earned in that fiscal year. Allocated *Available Fee* for the fiscal year not earned in the fiscal year for an annual performance measure is unavailable and not payable to the Contractor. The Contractor forfeits any rights to unearned fee. The Contracting Officer reserves the unilateral discretion to determine how any unearned fee will be utilized.
 - (2) *Available Fee* for the period allocated to fiscal years for multi-year performance measures may be earned incrementally or upon final fee determination. Allocated *Available Fee* not earned for a multi-year performance measure is unavailable and not payable to the Contractor. The Contractor forfeits any rights to unearned fee. The Contracting Officer reserves the unilateral discretion to determine how any unearned fee will be utilized.

- (3) *Provisional Fee* is defined as *Available Fee* that is paid contingently during an annual performance period. *Provisional Fee* may become earned fee upon the final fee determination.
 - (4) *Incremental Fee* is defined as *Available Fee* that the Contractor may earn by achieving a specific, fee-bearing performance measure event, subject to withholding in accordance with Section B Clause entitled, Fee Determination and Payment.
 - (5) Individual performance measures may require the Contractor to exceed approved baseline performance to earn 100% of the fee allocated to that performance measure.
- (c) The Contracting Officer will prepare and issue performance measures prior to the start of each fiscal year. The Contracting Officer may provide draft performance measures for Contractor review and input; however, the Contracting Officer reserves the unilateral discretion to issue the performance measures without Contractor review.

B.8 FEE DETERMINATION AND PAYMENT

- (a) Fee earned under this Contract will be paid in accordance with the specific criteria defined in the PEMP and the Clauses in Section B. Monthly provisional payments of fee may be authorized by the Contracting Officer and will be made in accordance with paragraph (b) of this Clause.
- (b) For annual performance measures that do not have specific, incremental, fee-bearing performance measure events, the Contractor may request Contracting Officer approval to execute a monthly draw of *Provisional Fee* payments from the Special Financial Institution Account. The Contractor may request a monthly *Provisional Fee* payment of up to 7.5% of fee allocated to such performance measures, subject to a maximum payment of 80% of fee allocated to such performance measures, and also subject to withholding by DOE as described in paragraphs (e) and (f) of this Clause.
- (c) The Contractor shall request Contracting Officer acceptance of a specific, incremental, fee-bearing performance measure event. Following Contracting Officer acceptance of a specific, incremental, fee-bearing performance measure event, the Contractor may request Contracting Officer approval to execute a draw of *Incremental Fee* from the Special Financial Institution Account, subject to withholding by the Contracting Officer as described in paragraphs (e) and (f) of this Clause and the Section B Clause entitled, *Fee Reductions*.
- (d) At the end of each year of Contract performance, the Fee Determining Official will make a final *Fee Determination* using the PEMP described in the Section B Clause entitled, *Fee Structure*. In the event that fee overpayment results from the *Provisional Fee* payments provided for in this Clause, the Contractor shall reimburse the unearned fee overpayment within 30 days of notification, to the Contracting Officer payable with interest in accordance with the Section I Clause entitled, *FAR 52.232-17, Interest*.
- (e) Withholding of *Incremental* and *Provisional Fee* Payments for adverse Contract Performance.

- (1) Withholding of *Incremental and Provisional Fee Payments*. If the Contractor demonstrates adverse performance, the Contracting Officer reserves the unilateral discretion to withhold *Incremental and Provisional Fee Payments*. Withheld Fee Payments are not subject to interest for the amount(s) of the withheld fee payment(s) under 5 CFR 1315, *Prompt Payment*.
 - (2) Release of Withheld *Incremental and Provisional Fee Payments*. The Contracting Officer may release withheld *Incremental and Provisional Fee Payments* and resume making *Incremental and Provisional Fee Payments* when the Contractor demonstrates sustained recovery in performance.
- (f) Withholding of *Incremental and Provisional Fee Payments* for bankruptcy or other issues with guarantor company(ies)⁴.
- (1) Withholding of *Incremental and Provisional Fee*. In order to assure the Contractor's ability to repay any *Incremental and Provisional Fee Payments* that are determined to be in excess of the total fee earned, the Contracting Officer reserves the unilateral discretion to discontinue *Incremental and Provisional Fee* payments, in the event that a guarantor company files bankruptcy, is acquired by other owners, or impacted by other events that arise with the Contractor's guarantor company(ies) that can jeopardize DOE's ability to recover excess *Incremental Payment and Provisional Fee Payments*. Withheld Fee Payments are not subject to interest for the amount(s) of the withheld fee payment(s) under 5 CFR 1315, *Prompt Payment*.
 - (2) Release of Withheld *Incremental and Provisional Fee Payments*. Following receipt of evidence that bankruptcy or other issues do not affect the ability of the Contractor to continue to perform the obligations under the Contract, the Contracting Officer may release all *Incremental and Provisional Fee Payments* and resume making *Incremental and Provisional Fee Payments*.

B.9 FEE REDUCTIONS

- (a) All earned fee in each year of Contract performance is subject to reductions imposed by the terms and conditions of this Contract, including, but not limited to:
- (1) Section B Clause entitled, *Fee Determination and Payment*;
 - (2) Section B Clause entitled, *Small Business Subcontracting Fee Reduction*;
 - (3) Section B Clause entitled, *DEAR 970.5215-3, Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Alternate II) [DEVIATION]*;
 - (4) Section B Clause entitled, *Conditional Payment of Fee (CPOF) DOE Office of River Protection Site-Specific Performance Criteria/Requirements*;
 - (5) Section E Clause entitled, *FAR 52.246-3, Inspection of Supplies – Cost Reimbursement*;

⁴ Guarantor Company(ies) is defined as the company(ies) executing the performance guarantee (s) in Section H Clause entitled, *Performance Guarantee Agreement*.

- (6) Section E Clause entitled, *FAR 52.246-5, Inspection of Services – Cost Reimbursement*;
 - (7) Section H Clause entitled, *Key Personnel*;
 - (8) Section I Clause entitled, *FAR 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity*;
 - (9) Section I Clause entitled, *FAR 52.215-11, Price Reduction for Defective Cost or Pricing Data – Modifications*;
 - (10) Section I Clause entitled, *FAR 52.215-13, Subcontractor Cost or Pricing Data – Modifications*; and
 - (11) Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement*.
- (b) The maximum fee reduction in any one (1) year of Contract performance is the allocated *Available Fee*, as defined in the Section J Attachment entitled, *Performance Evaluation and Measurement Plan*, that can be earned in the year the event occurred.

B.10 SMALL BUSINESS SUBCONTRACTING FEE REDUCTION

- (a) For the purpose of implementing this Clause, the percentage goals established in the Section J Attachment entitled, *Small Business Subcontracting Plan*, will remain in effect for the duration of the Contract, except as modified in accordance with the Section B Clause entitled, *Changes to Contract Cost and Contract Fee*. The Contractor shall submit annual updates to the narrative elements of the *Small Business Subcontracting Plan* by December 31 of each year.
- (b) The Contractor's performance in meeting small business performance percentage goals in accordance with the Section H Clause entitled, *Self-Performed Work*, providing meaningful involvement for small businesses, and entering into the required Mentor-Protégé Agreement(s) will be evaluated after the:
- (1) Three year period concluding at the end of the 3rd year of Contract performance;
 - (2) Two year period concluding at the end of the 5th year of Contract performance; and, if *Option Period 1* is exercised;
 - (3) If *Option Period 1* is exercised – two year period concluding at the end of the 7th year of Contract performance; and
 - (4) At the end of the Contract period of performance.
- (c) The Contracting Officer will consider the Contractor's performance in meeting small business percentage goals and entering into the required Mentor-Protégé Agreement(s) when making a decision on the *Option Period(s)* authorization.

- (d) If the Contractor has not met any or all of the subcontracting goals, has failed to provide meaningful involvement for small business, and/or has failed to enter into the required Mentor-Protégé Agreement(s) during the above specified periods, the Contracting Officer may reduce the earned fee by an amount up to 10% of total earned fee in each period of the four (4) multi-year periods described above.
- (e) At Contract completion, the total amount of fee reduction for failure to meet its subcontracting goals shall be offset by any amount of liquidated damages assessed in accordance with the Section I Clause entitled, *FAR 52.219-16, Liquidated Damages – Subcontracting Plan*. The fee reduction amount will be a unilateral determination by the Contracting Officer and a permanent reduction in the earned fee under this Contract.
- (f) Any reduction for failure to meet the requirements of the Section H Clause entitled, *Mentor-Protégé Program*, shall be in addition to any liquidated damages assessed in accordance with the Section I Clause entitled, *FAR 52.219-16, Liquidated Damages – Subcontracting Plan*. The fee reduction amount will be a unilateral determination by the Contracting Officer and a permanent reduction in the earned fee under this Contract.

B.11 ALLOWABILITY OF SUBCONTRACTOR FEE

- (a) If the Contractor is part of a teaming arrangement as described in FAR Subpart 9.6, *Contractor Team Arrangements*, the team shall share in the *Total Available Fee* as shown in Table B.4-1. Separate additional subcontractor fee is not an allowable cost under this Contract for individual team members, or for a subcontractor, supplier, or lower-tier subcontractor that is a wholly-owned, majority-owned, or affiliate of any team member.
- (b) The subcontractor fee restriction in paragraph (a) does not apply to members of the Contractor's team that are: (1) small business(es); (2) Protégé firms as part of an approved Mentor-Protégé relationship under the Section H Clause entitled, *Mentor-Protégé Program*; (3) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (4) commercial items as defined in FAR Subpart 2.1, *Definitions of Words and Terms*.

B.12 DEAR 970.5215-3, CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES – FACILITY MANAGEMENT CONTRACTS (ALTERNATE II) (JAN 2004) [DEVIATION]

- (a) General.
 - (1) The payment of earned fee, fixed fee, profit, or share of cost savings under this Contract is dependent upon:
 - (i) The Contractor's or contractor employees' compliance with the terms and conditions of this Contract relating to environment, safety, health and quality (ESH&Q), which includes worker safety and health, including performance under an approved Integrated Safety Management System (ISMS); and

- (ii) The Contractor's or contractor employees' compliance with the terms and conditions of this Contract relating to the safeguarding of Restricted Data and other classified information.
 - (2) The ESH&Q performance requirements of this Contract are set forth in its ESH&Q terms and conditions, including the DOE-approved Contractor ISMS or similar document. Financial incentives for timely mission accomplishment or cost effectiveness shall never compromise or impede full and effective implementation of the ISMS and full ESH&Q compliance.
 - (3) The performance requirements of this Contract relating to the safeguarding of Restricted Data and other classified information are set forth in the Section I Clause entitled, *FAR 52.239-1, Privacy or Security Safeguards (AUG 1996)*, and *DEAR 970.5204-2, Laws, Regulations, and DOE Directives*, as well as in other terms and conditions.
 - (4) If the Contractor does not meet the performance requirements of this Contract relating to ESH&Q or to the safeguarding of Restricted Data and other classified information during any performance evaluation period established under the Contract, otherwise earned fee, fixed fee, profit or share of cost savings may be unilaterally reduced by DOE.
- (b) Reduction Amount.
- (1) The amount of earned fee, fixed fee, profit, or share of cost savings that may be unilaterally reduced will be determined by the severity of the performance failure pursuant to the degrees specified in paragraphs (c) and (d) of this Clause.
 - (2) If a reduction of earned fee, fixed fee, profit, or share of cost savings is warranted, unless mitigating factors apply, such reduction shall not be less than 26% nor greater than 100% of the amount of earned fee, fixed fee, profit, or the Contractor's share of cost savings for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure.
 - (3) In determining the amount of the reduction and the applicability of mitigating factors, DOE will consider the Contractor's overall performance in meeting the ESH&Q or security requirements of the Contract. Such consideration will include performance against any site specific performance criteria/requirements that provide additional definition, guidance for the amount of reduction, or guidance for the applicability of mitigating factors. In all cases, DOE will consider mitigating factors that may warrant a reduction below the applicable range (see *48 CFR 970.1504-1-2*). The mitigating factors include, but are not limited to, the following ((v), (vi), (vii) and (viii) apply to ESH&Q only).
 - (i) Degree of control the Contractor had over the event or incident.
 - (ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.

- (iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.
 - (iv) General status (trend and absolute performance) of: ESH&Q and compliance in related areas; or of safeguarding Restricted Data and other classified information and compliance in related areas.
 - (v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial ESH&Q standards are routinely practiced (e.g., Voluntary Protection Program, ISO [International Organization for Standardization] 14000, *Environmental Management System Standards*).
 - (vi) Event caused by "Good Samaritan" act by the Contractor (e.g., off-site emergency response).
 - (vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain ESH&Q performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, ESH&Q programs).
 - (viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in ESH&Q by use of lessons-learned and best practices inter- and intra-DOE sites.
- (4) (i) The amount of fee, fixed fee, profit, or share of cost savings that is otherwise earned by a Contractor during an evaluation period may be reduced in accordance with this Clause if it is determined that a performance failure warranting a reduction under this Clause occurs within the evaluation period.
- (i) The amount of reduction under this Clause, in combination with any reduction made under any other clause in the Contract, shall not exceed the amount of fee, fixed fee, profit, or the Contractor's share of cost savings that is otherwise earned during the evaluation period.
 - (iii) For the purposes of this clause, earned fee, fixed fee, profit, or share of cost savings for the evaluation period shall mean the amount determined by DOE or fee determination official as otherwise payable based on the Contractor's performance during the evaluation period. Where the Contract provides for financial incentives that extend beyond a single evaluation period, this amount shall also include: any provisional amounts determined otherwise payable in the evaluation period; and, if provisional payments are not provided for, the allocable amount of any incentive determined otherwise payable at the conclusion of a subsequent evaluation period. The allocable amount shall be the total amount of the earned incentive divided by the number of evaluation periods over which it was earned.

- (iv) The Government will effect the reduction as soon as practicable after the end of the evaluation period in which the performance failure occurs. If the Government is not aware of the failure, it will effect the reduction as soon as practical after becoming aware. For any portion of the reduction requiring an allocation the Government will effect the reduction at the end of the evaluation period in which it determines the total amount earned under the incentive. If at any time a reduction causes the sum of the payments the Contractor has received for fee, fixed fee, profit, or share of cost savings to exceed the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned (provisionally or otherwise), the Contractor shall immediately return the excess to the Government. (What the Contractor "has earned" reflects any reduction made under this or any other Clause of the Contract.)
- (v) At the end of the Contract:
 - (A) The Government will pay the Contractor the amount by which the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned exceeds the sum of the payments the Contractor has received; or
 - (B) The Contractor shall return to the Government the amount by which the sum of the payments the Contractor has received exceeds the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned. (What the Contractor "has earned" reflects any reduction made under this or any other Clause of the Contract.)
- (c) Environment, Safety, Health and Quality (ESH&Q). Performance failures occur if the Contractor does not comply with the Contract ESH&Q terms and conditions, including the DOE-approved Contractor ISMS. The degrees of performance failure under which reductions of earned or fixed fee, profit, or share of cost savings will be determined are:
 - (1) First Degree: Performance failures that are most adverse to ESH&Q. Failure to develop and obtain required DOE approval of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the Contractor's ISMS. The following performance failures or performance failures of similar import will be considered first degree.
 - (i) Type A accident (defined in DOE Order 225.1A, *Accident Investigations*); and
 - (ii) Two (2) Second Degree performance failures during an evaluation period.
 - (2) Second Degree: Performance failures that are significantly adverse to ESH&Q. They include failures to comply with an approved ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor practical long-term health consequences. They also include breakdowns of the Safety Management System. The following performance failures or performance failures of similar import will be considered second degree:

- (i) Type B accident (defined in DOE Order 225.1A).
 - (ii) Non-compliance with an approved ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.
 - (iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the Contract.
- (3) Third Degree: Performance failures that reflect a lack of focus on improving ESH&Q. They include failures to comply with an approved ISMS that result in potential breakdown of the System. The following performance failures or performance failures of similar import will be considered third degree:
- (i) Failure to implement effective corrective actions to address deficiencies/non-compliances documented through: external (e.g., Federal) oversight and/or reported per ~~DOE Order 232.1A~~ [DOE Manual 232.1A, *Occurrence Reporting and Processing of Operations Information*] requirements; or internal oversight of ~~DOE Order 440.1A~~ [10 CFR 830, 10 CFR 835, 10 CFR 850, and 10 CFR 851] requirements.
 - (ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant programmatic breakdown.
 - (iii) Non-compliances that either have, or may have, significant negative impacts to the worker, the public, or the environment or that indicate a significant programmatic breakdown.
 - (iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the Contract.
- (d) Safeguarding Restricted Data and Other Classified Information. Performance failures occur if the Contractor does not comply with the terms and conditions of this Contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failure under which reductions of fee, profit, or share of cost savings will be determined are as follows:
- (1) First Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:

- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, or any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.
 - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
 - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
 - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
- (2) Second Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:
- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.
 - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.
 - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (d)(1)(iii) of this Clause).
 - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other classified information classified as Secret.

- (3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of Contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:
- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.
 - (ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.
 - (iv) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the Contractor's Safeguards and Security Plan or other security plan, as applicable.
 - (iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the Contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.
- (e) Minimum requirements for specified level of performance.
- (1) At a minimum the Contractor must perform the following:
- (i) The requirements with specific incentives which do not require the achievement of cost efficiencies in order to be performed at the level of performance set forth in Section C, *Statement of Work*, work authorization directive(s), or similar document unless an otherwise minimum level of performance has been established in the specific incentive;
 - (ii) All of the performance requirements directly related to requirements specifically incentivized which do not require the achievement of cost efficiencies in order to be performed at a level of performance such that the overall performance of these related requirements is at an acceptable level; and
 - (iii) All other requirements at a level of performance such that the total performance of the Contract is not jeopardized.

- (2) The evaluation of the Contractor's achievement of the level of performance shall be unilaterally determined by the Government. To the extent that the Contractor fails to achieve the minimum performance levels specified in Section C, *Statement of Work*, work authorization directive(s), or similar document, during the performance evaluation period, the DOE Operations/Field Office Manager, or designee, may reduce any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit, or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.
- (f) Minimum requirements for cost performance.
- (1) Requirements incentivized by other than cost incentives must be performed within their specified cost constraint and must not adversely impact the costs of performing unrelated activities.
 - (2) The performance of requirements with a specific cost incentive must not adversely impact the costs of performing unrelated requirements.
 - (3) The Contractor's performance within the stipulated cost performance levels for the performance evaluation period shall be determined by the Government. To the extent the Contractor fails to achieve the stipulated cost performance levels, the DOE Operations/Field Office Manager, or designee, may reduce in whole or in part any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.

B.13 CONDITIONAL PAYMENT OF FEE (CPOF) DOE OFFICE OF RIVER PROTECTION SITE-SPECIFIC PERFORMANCE CRITERIA/REQUIREMENTS

This Clause supplements Section B Clause entitled, *DEAR 970.5215-3, Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Alternate II) [Deviation]* by establishing Site specific Environment, Safety, Health, and Quality (ESH&Q), and security performance criteria/requirements. Performance failures relating to the performance criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3. Site-specific performance criteria/requirements for ESH&Q, and Safeguards and Security are as follows:

- (a) Environment, Safety, Health, and Quality
- (1) First Degree: Performance failures relating to the criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3, Alternate II [Deviation].
 - (2) Second Degree: Performance failures relating to the criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3, Alternate II [Deviation].

- (3) Third Degree: Performance failures that reflect a lack of focus on ESH&Q or failures to comply with an approved ISMS that may result in a negative impact to the public, worker or environment. The following performance failures, or events of similar import, are examples of performance failures that are considered third degree:
- (i) Multiple similar non-compliances identified by external oversight (e.g., Federal) that in the aggregate indicate a significant programmatic breakdown.
 - (ii) Non-compliances or adverse performance trends that either have or may have negative impact to the public, worker, or environment or that indicate a programmatic breakdown.
 - (iii) Failure to notify the Contracting Officer upon discovery of events or conditions where notification is required by the terms and conditions of the Contract.
 - (iv) Failure to report required data accurately and in a timely manner.
 - (v) Failure to implement continuous improvement in ESH&Q performance through effective utilization of ISMS processes, including timely submittal of meaningful performance objectives, measurements and commitments.
- (b) Safeguards and Security
- (1) First Degree: Performance failures relating to the performance criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3, Alternate II [Deviation].
 - (2) Second Degree: Performance failures relating to the performance criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3, Alternate II [Deviation].
 - (3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security, and/or jeopardizes protection of the facility or Site security interests. The following are examples of performance failures or performance failures of similar import that will be considered third degree:
 - (i) Loss, theft, diversion, or unauthorized disclosure of information classified as Confidential.
 - (ii) Evidence that SNM data has been manipulated or falsified.
 - (iii) Inventory differences of Category IV SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.

- (iv) Loss, theft, or diversion of Category IV quantities of SNM that is due to a failure or inadequacy of performance by the contractor.
- (v) Receipt of any topical area rating of Unsatisfactory on any DOE Safeguards and Security survey, audit, and/or inspection.
- (vi) Failure to implement corrective action(s) in response to any third degree performance failure.
- (vii) Non-compliant or adverse cyber security performance that indicates serious cyber security program degradation (e.g., negative mission impacts or compromise of sensitive information [Sensitive Unclassified Information, Personally Identifiable Information, Unclassified Controlled Nuclear Information], etc.).

B.14 DOE AUTHORIZATION OF WORK

DOE will authorize work as follows:

- (a) The Contracting Officer will authorize the Contractor to begin performance on DOE-selected Sub-CLINS.
- (b) The Contractor is authorized to conduct work in accordance with the approved *Performance Measurement Baseline* on all authorized Sub-CLINS, and subject to the limitations of the Section B Clause entitled, *Obligation and Availability of Funds*.
- (c) Prior to the completion of the *Transition Period*, DOE will provide workscope direction that will be in effect from the initiation of the *Base Period* until DOE approval of the Contractor's initial *Performance Measurement Baseline* submittal.
- (d) DOE reserves the unilateral discretion to modify the PEMP to allocate fee to the associated work.
- (e) If the Contracting Officer does not authorize the Contractor to proceed with a Sub-CLIN, the Contractor shall not be entitled to allowable costs, opportunity to earn fee, partial termination costs, and any other similar items for that Sub-CLIN, and shall not be entitled to an equitable adjustment to fee for any other Contract requirement.

Attachment 2

Section I, Contract Clauses, Modification 72 (32 pages total).

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.8A	FAR 52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Mar 2009)	None
I.9	FAR 52.203-12	Limitations on Payments to Influence Certain Federal Transactions (Sept 2007)	None
I.9A	FAR 52.203-13	Business Ethics (DEC 2008)	None
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 (Sep 2007)	None
I.12A	FAR 52.204-11	American Recovery and Reinvestment Act—Reporting Requirements (July 2010)	Full Text
I.13	FAR 52.208-9	Contractor Use of Mandatory Sources of Supply or Services (Jul 2004)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.14	FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (Sept 2006)	None
I.15	FAR 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) (see full text version in Section 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.24A	FAR 52.216-24	Limitation of Government Liability (Apr 1984)	\$299,728,838.00
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
I.28	FAR 52.219-8	Utilization of Small Business Concerns (May 2004)	None
I.29	FAR 52.219-9	Small Business Subcontracting Plan (APR 2008) – Alternate II (Nov 2007)	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 – Deviation(Nov 2009)	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	<i>Reserved</i>	<i>Reserved</i>	<i>Reserved</i>
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 (Mar 2007)	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 (Sep 2006)	None
I.56	FAR 52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (<i>see full text version in Section I</i>)	None
I.57	FAR 52.222-41	Service Contract Act of 1965, As Amended (Nov 2007)	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
I.59	FAR 52.222-50	Combating Trafficking in Persons (Aug 2007)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.59A			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 (Mar 2001) (see full text version in Section 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.65a	FAR 52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) Alt I (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 (Aug 2007) (see full text version in Section I)	(b) (3) None (d) Offeror fill-in
I.70	FAR 52.225-13	Restrictions on Certain Foreign Purchases (Feb 2006)	None
I.70A	FAR 52.225-23	Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials under Trade Agreements (Mar 2009)	Full Text
I.70B	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)	Full Text
I.71	FAR 52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)	None
I.72	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)	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	DEAR 952.227-82	Rights to Proposal Data (Apr 1994)	Offeror fill-in
I.76	FAR 52.230-2	Cost Accounting Standards (Apr 1998)	None
I.77	FAR 52.230-6	Administration of Cost Accounting Standards (Apr 2005)	None
I.78	FAR 52.232-9	Limitation on Withholding of Payments (Apr 1984)	None
I.79	FAR 52.232-12	Advance Payments (May 2001) Alt 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.80	FAR 52.232-17	Interest (Jun 1996)	None
I.81	FAR 52.232-18	Availability of Funds (Apr 1984)	None
I.82	FAR 52.232-22	Limitation of Funds (Apr 1984)	None
I.83	FAR 52.232-24	Prohibition of Assignment of Claims (Jan 1986)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.84	FAR 52.232-25	Prompt Payment (Oct 2003) – Alternate I (Feb 2002)	None
I.85	FAR 52.232-33	Payment of Electronic Funds Transfer –Central Contractor Registration (Oct 2003)	None
I.86	FAR 52.233-1	Disputes (Jul 2002) – Alternate I (Dec 1991)	None
I.87	FAR 52.233-3	Protest After Award (Aug 1996) – Alternate I (Jun 1985)	None
I.88	FAR 52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	None
I.89	FAR 52.234-4	Earned Value Management System (Jul 2006)	(g) AREVA Federal Services LLC
I.90	FAR 52.236-2	Differing Site Conditions (Apr 1984)	None
I.91	FAR 52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984)	None
I.92	FAR 52.236-5	Material and Workmanship (Apr 1984)	None
I.93	FAR 52.236-7	Permits and Responsibilities (Nov 1991)	None
I.94	FAR 52.236-18	Work Oversight in Cost Reimbursement Construction Contracts (Apr 1984)	None
I.95	FAR 52.236-19	Organization and Direction of the Work (Apr 1984)	None
I.96	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	None
I.97	FAR 52.237-3	Continuity of Services (Jan 1991)	None
I.98	FAR 52.239-1	Privacy or Security Safeguards (Aug 1996)	None
I.99	FAR 52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	None
I.100	FAR 52.242-3	Penalties for Unallowable Costs (May 2001)	None
I.101	FAR 52.242-4	Certification of Final Indirect Costs (Jan 1997)	None
I.102	FAR 52.242-13	Bankruptcy (Jul 1995)	None
I.103	FAR 52.243-2	Changes – Cost Reimbursement (Aug 1987) – Alternate II (Apr 1984), Alternate III (Apr 1984), and Alternate IV (Apr 1984)	None
I.103A	FAR 52.243-6	Change Order Accounting (Apr 1984)	None
I.104	FAR 52.243-7	Notification of Changes (Apr 1984)	(b) 10 (d) 30
I.105	FAR 52.244-2	Subcontracts (Jun 2007) – Alternate I (Jun 2007)	(e) AREVA Federal Services LLC, (k) None
I.106	FAR 52.244-5	Competition in Subcontracting (Dec 1996)	None
I.107	FAR 52.244-6	Subcontracts for Commercial Items (Mar 2007)	None
I.108	FAR 52.245-1	Government Property (Jun 2007)	None
I.109	FAR 52.246-25	Limitation of Liability – Services (Feb 1997)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.110	FAR 52.247-1	Commercial Bill of Lading Notations (Feb 2006)	(a) Department of Energy (b) Department of Energy Contract No. DE-AC27-08RV14800, the Contract Administration Office specified in the Section G Clause entitled, <i>Contract Administration</i>
I.111	FAR 52.247-63	Preference for U.S.-Flag Air Carriers (Jun 2003)	None
I.112	FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)	None
I.113	FAR 52.247-67	Submission of Commercial Transportation Bills to the General Services Administration for Audit (Feb 2006) (see full text version in Section I)	(c) Fill-in information is underlined in full text
I.114	FAR 52.247-68	Report of Shipment (REPSHIP) (Feb 2006)	None
I.115	FAR 52.249-6	Termination (Cost Reimbursement) (May 2004)	None
I.116	FAR 52.249-14	Excusable Delays (Apr 1984)	None
I.117	FAR 52.251-1	Government Supply Sources (Apr 1984) Alternate I (Apr 1984)	None
I.118	FAR 52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	None
I.119	FAR 52.252-6	Authorized Deviations in Clauses (Apr 1984) (see full text version in Section I)	(b) Fill-in information is underlined in full text
I.120	FAR 52.253-1	Computer Generated Forms (Jan 1991)	None
I.121	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	None
I.122	DEAR 952.204-2	Security Requirements (May 2002)	None
I.123	DEAR 952.204-70	Classification/Declassification (Sep 1997)	None
I.124	DEAR 952.204-75	Public Affairs (Dec 2000)	None
I.125	DEAR 952.208-7	Tagging of Leased Vehicles (Apr 1984)	None
I.126	DEAR 952.208-70	Printing (Apr 1984)	None
I.127	DEAR 952.209-72	Organizational Conflicts of Interest Alternate I (Jun 1997)	None
I.128	DEAR 952.215-70	Key Personnel (Dec 2000)	None
I.129	FAR 52.216-7/ DEAR 952.216-7	Allowable Cost and Payment (Dec 2002); Alternate II	(a) (3) 30 th
I.130	DEAR 952.217-70	Acquisition of Real Property (Apr 1984)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.131	DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	None
I.132	DEAR 952.224-70	Paperwork Reduction Act (Apr 1994)	None
I.133	DEAR 952.226-74	Displaced Employee Hiring Preference (Jun 1997)	None
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 (Jun 2007)	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 970.5223-1	Integration of Environment, Safety, and Health Into Work Planning and Execution (Dec 2000)	None
I.143	DEAR 970.5223-4	Workplace Substance Abuse Programs at DOE Sites (Dec 2000)	None
I.144	DEAR 970.5223-5	DOE Motor Vehicle Fleet Fuel Efficiency (Oct 2003)	None
I.145	DEAR 970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Dec 2000)	None
I.146	DEAR 970.5226-3	Community Commitment (Dec 2000)	None
I.147	DEAR 970.5227-1	Rights in Data -- Facilities (Dec 2000)	None
I.148	DEAR 970.5227-4	Authorization and Consent (Aug 2002)	None
I.149	DEAR 970.5227-6	Patent Indemnity-Subcontracts (Dec 2000)	None
I.150	DEAR 970.5227-9	Notice of Right to Request Patent Waiver (Dec 2000)	None
I.151	DEAR 970.5227-10	Patent Rights -- Management and Operating Contracts, Non-Profit Organization or Small Business Firm Contractor (Aug 2002)	None
I.152	DEAR 970.5227-11	Patent Rights -- Management and Operating Contracts, For-Profit Contractor, Non-Technology Transfer (Dec 2000)	None
I.153	DEAR 970.5229-1	State and Local Taxes (Dec 2000)	None
I.154	DEAR 970.5231-4	Preexisting Conditions (Dec 2000) Alternate II (Dec 2000)	October 1, 2008; October 1, 2008
I.155	DEAR 970.5232-3	Accounts, Records, and Inspection (Jun 2007), Alternate I (Dec 2000)	None
I.156	DEAR 970.5232-5	Liability with Respect to Cost Accounting Standards (Dec 2000)	None

I.12A 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 the 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 updated from time-to-time. The first report is due no 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](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), 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.

(End of clause)

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.24A FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(Expenditures as they apply to funds provided through the American Recovery and Reinvestment Act (ARRA) only)

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$323,376,000.00 dollars.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$323,376,000.00 dollars.

I.56 FAR 52.222-39, NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

- (a) *Definition.* As used in this clause—"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to—
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

- (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—
 - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, 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

“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.70A FAR 52.225-23, REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS--BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (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:

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)
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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.]

(End of clause)

I.70B 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)

(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.

(End of provision)

I.79 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 identified 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.113 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.119 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.

Attachment 3

Section J, List of Attachments, Modification 72 (1 page total).

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

SECTION J -- LIST OF ATTACHMENTS

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Attachment 4

Section J, Attachment J.4 Performance Evaluation and Measurement Plan (PEMP), Attachment 2 Performance Measures for Base Contract Period, Modification 72 (92 pages total).

Section J.4 Performance Evaluation and Measurement Plan (PEMP)

Attachment 2 –Performance Measures for Base Contract Period, Effective: FY 2010-2013

The performance measures described in this attachment provide performance criteria for the base contract period, specifically for during FY 2010-FY 2013. Section J.4, Attachment 1, contains performance measures incorporated into the contract during FY 2009 including some “multi-year” performance based incentives (PBIs) that have milestones in 2010 and 2011.

Configuration Table

Version	Date Approved	Summary of Changes
Original	May 12, 2010 (Modification 54)	Established FY 2010-2013 PBIs
Revision 1	July 14, 2010 (Modification 59)	Addition of PBI 3-20 through PBI 3-24
Revision 2	August 27, 2010 (Modification 66)	Addition of PBI 2.18
Revision 3	See Date Below (Modification 72)	Addition of PBI 7.3 through PBI 7.6

Signature Block

Charles Spencer, President
and Project Manager
Washington River Protection Solutions

Date

David A. Brockman, Fee Determination Official
U.S. Department of Energy, Office of River Protection

Date

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PM 01 – Award Fee Performance Measure

Fee available assigned to this performance measure:

Fiscal Year	Total AF	AF 1	AF 2	AF-3	AF-4	AF-5
FY 2010	\$1,600,000	\$500,000	\$350,000	\$350,000	\$300,000	100,000
FY 2011	TBD	TBD	TBD	TBD	TBD	TBD
FY 2012	TBD	TBD	TBD	TBD	TBD	TBD
FY 2013	TBD	TBD	TBD	TBD	TBD	TBD

Fee Structure: Subjective Measure

This award fee performance measure is achieved if the Contractor meets the mission performance expectations of the U.S. Department of Energy (DOE) as stipulated within the contract. Evaluations under the award fee performance measure shall be completed annually, based on both objective and subjective criteria for performance during the evaluation period.

Award Fee Criteria

1) Safety Performance of Tank Farm Project Operations

Desired Outcome: Assure focus is maintained on overall safety and efficiency of Tank Farm project operations.

Areas of focus in overall safety and efficiency of Tank Farm project operations are:

- a) Nuclear Safety Basis Performance
- b) Environmental Performance.
- c) Radiological Safety improvements.
- d) Work Control process and Conduct of Operations improvements (e.g., work package/procedure development, field implementation of work instructions, effectiveness of Conduct of Operations councils, and Conduct of Operation mentors).
- e) Emergency Preparedness improvements.
- f) Feedback and Improvement effectiveness enhanced through improved assessments and corrective action program performance.

Evaluation criteria to measure safety performance will include both objective performance indicators and ORP's subjective evaluation of the contractor's daily operational performance.

Objective Evaluation Criteria:

Evaluation will be under the Performance Indicator Program and will be made for the six (6) programs listed in the Areas of focus portion of the award fee criteria. Under each program, the agreed upon annual performance measures will be calculated and published monthly. The three-month average for performance measures for each program will be used to calculate a composite program score.

Performance Level for Individual Performance Metric	Score
Blue: Exceptional, exceeds expectations	100
Green: Effective, meets expectations	75
Yellow: Borderline or declining performance	50
Red: Degraded or adverse performance	0

Subjective Evaluation Criteria:

- Contract requirements.
- Integrated Environment, Safety, and Health Management System (ISMS) performance objectives, measures (POM), and commitments established by the DOE.
- Responsiveness to emerging issues or high visibility items identified during senior management project reviews.
- Responsiveness to and management of performance and assessment areas needing attention as identified by contractor self-assessments, ORP assessments, and external reviews.

2) Environmental Stewardship and Compliance

Desired Outcome: Contractor's demonstrated environmental stewardship and compliance.

Areas of Focus for environmental stewardship and compliance:

- a) Environmental Protection and Compliance Plan and performance metrics
- b) Permitting documents and compliance to permits and licenses
- c) Proactive assessment/evaluation program
- d) Number and seriousness of any findings of noncompliance, infractions or violations, and timeframes and quality of related reporting and responses

Evaluation criteria to measure performance will include both objective performance indicators and ORP's subjective evaluation of the contractor's performance based on the following:

- quality of the documented environmental protection program;
- contractor's establishment and implementation of environmental performance metrics;
- early identification of issues and concerns through a proactive assessment/evaluation program;
- openness and professionalism of interactions with DOE and regulators;
- integration with Hanford Site regulatory compliance and the quality, timeliness, completeness, and technical accuracy of site-wide environmental reports, permits, and licenses;

- quality, timeliness, completeness, and technical accuracy of permitting documents;
- number and seriousness of any non-compliances, infractions, or violations and the timeliness and quality of related reporting and responses;
- implementation of waste minimization and pollution prevention practices; and
- compliance to environmental permit and license conditions.

3) Quality Assurance Program Compliance.

Desired Outcome: The Contractor is required to develop and implement a quality assurance program (QAP) based upon the requirements of DOE-EM EM-QA-001, DOE O 414.1C and 10CFR830 to implement a compliant QA program.

Areas of Focus for Quality Assurance Program Compliance:

- a) Compliance with all Management Criteria of the QAP-including: Program Requirements, Training and Qualifications; Quality Improvement, Documents and Records;
- b) work processes; design; procurement;
- c) Inspection and Acceptance testing;
- d) Independent and Management Assessment;
- e) Software QA;
- f) Implementation of ASME NQA-1-2004 as the implementing standard to meet DOE requirements.

Evaluation criteria to measure performance will include both objective performance indicators and ORP's subjective evaluation of the contractor's performance based on the following:

- Compliance with all management criteria of the QAP(TFC-PLN-02,"Quality Assurance Program Description")
- Contractor Performance
- Responsiveness to corrective action plans and issues.

4) Contract and Business System Management –

Desired Outcome: The Contractor will be evaluated for performance on a wide range of contract management and business system management areas. This Performance Measure includes consideration of:

- EVMS Management- Maintaining certification; results of reviews and assessments
- Cost and Schedule Integrity- Provide and maintain accurate schedules of work performed by TOC. Activities to be activity based, logic driven and integrated. Cost management efficiency, performance and effectiveness using the current baseline.
- Compliance with Federal and Departmental acquisition regulations, procedures, and guidance
- Compliance with Contract requirements not covered by PBIs and other Award Fee Performance Measures;

- Effectiveness of Subcontract and Purchasing management (including compliance with internal procedures and the Contractor's approved purchasing system) and increasing the ratio of competition awards to non-competition awards;
- Small Business Subcontracting Plan goal achievement;
- Compliance and adequacy of the Contractor's business system approvals (e.g., purchasing, accounting, budget & planning, billing, estimating, and labor accounting)
- Property Management -Maintain an effective property management system for the control, use, preservation, protection, and maintenance of Government property in the contractor's possession consistent with voluntary consensus standards and/or industry leading practices and standards (from FAR 52.245-1).

Areas of Focus for Contract and Business System Management Compliance:

- a) EVMS
- b) Cost and Schedule Integrity
- c) Subcontracting and Purchasing Management
- d) Small Business Subcontracting Plan Goals
- e) Contractors Business Systems compliance and adequacy
- f) Property Management compliance with the requirements of FAR 52.245-1

Evaluation criteria to measure performance will include both objective performance indicators and ORP's subjective evaluation of the contractor's performance based on the following:

- CPI and SPI performance
- Baseline Change Requests (BCR)
- Balanced Score Card metrics and self-assessment
- Subcontract reviews
- Assessments, reviews and audit results
- Contractors Purchasing System Review
- Subcontracting metrics against subcontracting plan goals
- Property Management System Review and assessments of contractor's property management system
- Periodic surveillances of the adequacy of the contractor's property management operations such as procedural and process compliance, storage and maintenance activities, effectiveness of inventory and custodial controls, and generation and maintenance of property records. Contractor shall be given credit for appropriate and effectiveness use of corrective action program for property deficiencies self-identified.

5) General Cleanup and Housekeeping of the Tank Farms

Desired Outcome: Improve workplace safety and compliance to procedures, especially with regard to contaminated equipment and abandoned infrastructure/facilities

Areas of Focus:

- a) Contaminated equipment packages in the Tank Farms are kept to a minimum, where only those items immediately in use, or staged for short term use are kept in the field.
- b) Demobilization of Tank Farms work should leave no removable contaminated equipment in the field (top hat assemblies, spray rings, hoses, etc.) unless short term use is planned.
- c) Contaminated equipment that is stored in the Tank Farms is managed under the Contaminated Reusable Equipment program, or dispositioned as waste if no need is identified.
- d) Contaminated equipment, wherever located, is managed with containers appropriate for the environmental condition they are stored in, to preclude the spread of contamination while stored.

Evaluation criteria to measure performance will include both objective performance indicators and ORP's subjective evaluation of the contractor's performance based on the results of periodic assessments and surveillances of the tank farms operations and facilities, and equipment and waste disposition records.

Award Fee Completion Documents

Following each evaluation period, the Contractor may submit a self-assessment, provided such assessment is submitted within thirty (30) calendar days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The Contracting Officer will review the Contractor's self-assessment, if submitted, as part of its independent evaluation of the Contractor's management during the period."

All Documentation transmitting quarterly performance measures on Nuclear Safety Performance, Environmental Performance, Radiological Safety, Work Control (Conduct of Operations), and Emergency Preparedness, and Feedback and Improvement with total program score calculated per the Performance Indicator Program

All documentation demonstrating results of activities per the evaluation criteria in the areas of Environmental, Quality Assurance, Contract and Business System Management, and General Cleanup and Housekeeping of the Tank Farms.

PBI-1.1 CLIN 1 Waste Volume Reduction via the 242-A Evaporator

Performance Fee available and assigned to this PBI: \$3,600,000

Fee Structure: Terminal Method

Milestone	Fee Value
1	\$1,000,000
2	\$1,000,000
3	\$800,000
4	\$800,000
Total	\$3,600,000

Desired Endpoint/Outcome

Prior to operations of the Waste Treatment and Immobilization Plant (WTP), conservation of Double-Shell Tank (DST) space is critical to allow continued Single-Shell Tank (SST) retrievals in accordance with negotiated regulatory milestones. The 242-A Evaporator is the primary tool to reduce waste volumes stored in the DST system. This succession of PBIs will make space for nearly one million gallons of waste retrieved from the SSTs.

Fee-Bearing Milestones

1. A 242-A evaporator campaign that creates a 240,000 gallon waste volume reduction by September 30, 2010. For the first 240,000 gallons of waste volume reduction, the Contractor shall earn \$1,000,000 of incremental fee.

Work scope/completion criteria: Operate the 242-A evaporator as a key component of the transfer and treatment system for tank farms. The evaporator campaign will process the waste to the parameters determined by Process Engineering. The volume reduction will be determined by the Process Control Plan (e.g., specific gravity goal and limits on the amount of waste removed from AW-102) with a minimum of 240,000 gallons, before flush, of free DST volume achieved. This evaporator campaign shall be scheduled to ensure maintenance of sufficient proficiency of Tank Farm personnel operating the evaporator.

Completion document: Letter transmitting the Performance Expectation Completion Notice and Letter Report and Evidence of Completion documenting that the waste volume reduction volume has been achieved and summarizing the volume reduction results.

2. A 242-A evaporator campaign(s) that creates a 240,000 gallon waste volume by September 30, 2011. For the second 240,000 gallons (cumulative total 480,000 gallons) of waste volume reduction, the Contractor shall earn \$1,000,000 of incremental fee.

Work scope/completion criteria: Operate the 242-A evaporator as a key component of the transfer and treatment system for tank farms. The evaporator campaign will process the waste to the parameters determined by Process Engineering. The volume reduction will be determined by the Process Control Plan (e.g., specific gravity goal and limits on the amount of waste removed from AW-102) with a minimum of 240,000 gallons (cumulative total 480,000 gallons), before flush, of free DST volume achieved. This evaporator campaign shall be scheduled to ensure maintenance of sufficient proficiency of Tank Farm personnel operating the evaporator. Assumes the evaporator campaign volumes can be combined to achieve milestones, e.g., if Item 1's campaigns has a volume reduction of 300,000 gallons and Item 2's campaign has a volume reduction of 180,000 gallons, both Milestones 1 and 2 are complete.

Completion document: Letter transmitting the Performance Expectation Completion Notice and Letter Report and Evidence of Completion documenting that the certification of operability.

3. A 242-A evaporator campaign(s) that creates a 240,000 gallon waste volume reduction by September 30, 2012. For the third 240,000 gallons (cumulative total 720,000 gallons) of waste volume reduction, the Contractor shall earn \$800,000 of incremental fee.

Work scope/completion criteria: Operate the 242-A evaporator as a key component of the transfer and treatment system for tank farms. The evaporator campaign will process the waste to the parameters determined by Process Engineering. The volume reduction will be determined by the Process Control Plan (e.g., specific gravity goal and limits on the amount of waste removed from AW-102) with a minimum of 240,000 gallons (cumulative total 720,000 gallons) before flush, of free DST volume achieved. This evaporator campaign shall be scheduled to ensure maintenance of sufficient proficiency of Tank Farm personnel operating the evaporator. Assumes the evaporator campaign volumes can be combined to achieve milestones, e.g., if Item 1's campaigns has a volume reduction of 300,000 gallons and Item 2's campaign has a volume reduction of 180,000 gallons, both Milestones 1 and 2 are complete.

Completion document: Letter transmitting the Performance Expectation Completion Notice and Letter Report and Evidence of Completion documenting that the waste volume reduction volume has been achieved and summarizing the volume reduction results.

4. A 242-A evaporator campaign(s) that creates a 240,000 gallon (cumulative total 960,000 gallons) waste volume reduction by September 30, 2013. For the fourth 240,000 gallons of waste volume reduction, the Contractor shall earn \$800,000 of incremental fee.

Work scope/completion criteria: Operate the 242-A evaporator as a key component of the transfer and treatment system for tank farms. The evaporator campaign will process the waste to the parameters determined by Process Engineering. The volume reduction will be determined by the Process Control Plan (e.g., specific gravity goal and limits on the amount of waste removed from AW-102) with a minimum of 240,000 gallons (cumulative total 960,000 gallons), before flush, of free DST volume achieved. This evaporator campaign shall be scheduled to ensure maintenance of sufficient proficiency of Tank Farm personnel operating the evaporator. Assumes the evaporator campaign volumes can be combined to achieve milestones, e.g., if Item 1's campaigns has a volume reduction of 300,000 gallons and Item 2's campaign has a volume reduction of 180,000 gallons, both Milestones 1 and 2 are complete.

Completion document: Letter transmitting the Performance Expectation Completion Notice and Letter Report and Evidence of Completion documenting that the waste volume reduction volume has been achieved and summarizing the volume reduction results.

PBI-1.2 CLIN 1 Submittal of the SST Integrity Assurance Review Tri-Party Agreement Change Package to Office of River Protection

Performance Fee available and assigned to this PBI: \$200,000

Fee Structure: Terminal Method

Desired Endpoint/Outcome

The Office of River Protection desires to negotiate achievable milestones to implement Single-Shell Tank (SST) integrity recommendations provided by the SST Integrity Expert Panel. Timely implementation of these recommendations will improve the safe management of the SSTs until the waste can be retrieved and transferred to safer Double-Shell Tanks (DST). Submittal of these Tri-Party Agreement change packages fulfills a required regulatory milestone.

Fee Bearing Milestones

1. Prepare a Tri-Party Agreement Change Package per TPA milestone M-045-91 and submit to the Office of River Protection (ORP) based on the report for the Single-Shell Tank (SST) enforceable IA-4 integrity assurance review within 60 days of the SST Integrity Assurance Review Report issuance and no later than August 30, 2010. . The Contractor shall earn \$200,000 of incremental fee upon completion of work scope.

Work Scope/Completion Criteria: Tri-Party Agreement Change Package with interim milestones prepared and submitted to the ORP in accordance with TPA milestone M-045-91.

Completion Document: Letter transmitting Tri-Party Agreement Change Package to the ORP.

PBI-1.3 CLIN 1 Project Upgrades and Life Extension Projects Completion

Performance Fee available and assigned to this PBI: \$5,650,000

Fee Structure: Straight-Line Method (September 30, 2013)

Milestone	Fee Value
1	\$ 350,000
2	\$ 150,000
3	\$1,400,000
4	\$1,650,000
5	\$2,100,000
Total	\$5,650,000

Desired Endpoint/Outcome

Highly reliable waste evaporation and waste transfer systems are crucial to safe, efficient management of the Hanford Tank Farms prior to and during tank waste treatment. This planned scope will replace systems in support of 242-A Evaporator upgrades and life extension projects, complete life extension projects and evaporator upgrades as defined in the document titled "Engineering Study for the 242-A Life Cycle Extension Upgrades for FY 2010 through 2015", procure nondestructive equipment and complete ultrasonic test examination and video assessment reports in support of DST integrity and complete the DST Transfer System encasement pressure tests and pit coating inspections.

Fee-Bearing Milestones

1. Replace seven (7) systems in support of 242-A Evaporator Upgrades and Life Extension Projects. The Contractor shall earn \$50,000 of incremental fee upon completion of each system replaced (total \$350,000 available of incremental fee).

Work scope/completion criteria: Replace seven (7) systems in support of the 242-A Evaporator upgrades and life extension projects. (1. Reboiler Condensate Piping System, 2. Manual Flush Valve, 3. Steam Line Replacement, 4. Control Valve Upgrades, 5. Sanitary Drain Upgrades, 6. Slurry Sampling Station Upgrades, and 7. Process Condensate Sampling Station.)

Completion Document: Letter transmitting performance expectation completion notice and copy of the work package signature page documenting completion of installation.

2. Procure nondestructive examination equipment (NDE) for the DST Integrity Project. The Contractor shall earn \$30,000 of incremental fee upon completion of each life extension project upgrade (total \$150,000 available of incremental fee).

Work scope/completion criteria: 1) Procure three video vans, 2) NDE crawler replacement, 3) two GE Cameras, 4) procure one new ultrasonic examination control (UT) trailer, and 5) one P-Scan Projection-4 (PSP-4).

Completion Document: Letter transmitting performance expectation completion notice and receipt of procurements.

3. Complete six DST farm upgrades. The Contractor shall earn \$100,000 of incremental fee upon completion of the following upgrades: AY-101 ENRAF Densitometer, AZ-101 ENRAF Densitometer, and AW-102 ENRAF Densitometer; \$300,000 of incremental upon completion of the AW-102 Transfer Pump Replacement,; and \$400,000 of incremental fee upon completion of each exhauster upgrade, AP Farm Primary Exhauster Installation and SY-Farm Exhauster Installation.

Work scope/completion criteria: Complete six DST farm upgrades: 1.) AY-101 ENRAF Densitometer, 2.) AZ-101 ENRAF Densitometer, 3.) AP Farm Primary Exhauster Installation, 4.) AW-102 ENRAF Densitometer, 5.) AW-102 Transfer Pump Replacement, and 6.) SY-Farm Exhauster Installation.

Completion Document: Letter transmitting performance expectation completion notice and copy of work package signature page documenting completion of installation.

4. Complete UT examination and video assessment and issue report(s) for DST integrity. The Contractor shall earn \$75,000 of incremental fee upon completion of each UT examination report (14 total) and \$75,000 of incremental fee upon completion for each video assessment report (8 reports) (total \$1,650,000 available of incremental fee).

Work scope/completion criteria: Perform UT examinations on fourteen (14) DSTs, perform four (4) DST Annulus Video Assessments, and four (4) DST Primary Video Assessments.

Completion Document: Letter transmitting performance expectation completion notice and applicable UT examination and video assessment report(s).

5. Complete DST transfer system encasement pressure tests of 126 pipes and pit coating inspections by a qualified National Association of Corrosion Engineering qualified inspector of 84 pits. The Contractor shall earn \$10,000 of incremental fee upon completion of work scope for each encasement pressure check or pit coating inspection (total \$2,100,000 available of incremental fee).

Work scope/completion criteria: Perform transfer line encasement pressure checks of 126 transfer lines and pit coating inspections of 84 pits.

Completion Document: Letter transmitting performance expectation completion notice and a copy of the work package signature page documenting completion of the encasement pressure checks or the pit coating inspections.

PBI-1.4 CLIN 1 222-S Upgrades and Life Extension Projects Completion

Performance Fee available and assigned to this PBI: \$846,000

Fee Structure: Terminal (with dates identified below) or Straight-Line Method (September 30, 2013)

Milestone	Fee Value	Method
1	\$ 96,000	Straight Line
2	\$ 50,000	Terminal
3	\$ 50,000	Terminal
4	\$ 50,000	Terminal
5	\$ 600,000	Straight Line
Total	\$ 846,000	

Desired Endpoint/Outcome

The 222-S Laboratory, with its unique capabilities to analyze and store highly radioactive tank waste samples, must operate reliably in support of the tank waste cleanup mission. The contractor must replace systems in support of 222-S Laboratory and life extension projects and complete four life extension project upgrades.

Fee-Bearing Milestones

1. Replace twelve (12) pieces of analytical equipment at the 222-S Laboratory. The Contractor shall earn \$8,000 of incremental fee upon completion of each piece of equipment replaced (total \$96,000 available of incremental fee).

Work scope/completion criteria: Replace twelve pieces of analytical equipment at the 222-S Laboratory such as viscometer, liquid scintillation counter, thermal desorption units, GC, ASE, (actual equipment to be replaced may change due to emergent needs).

Completion Document: Letter transmitting performance expectation completion notice and copy of the work package signature page documenting completion of installation.

2. Procure and install new manipulator by September 30, 2011. The Contractor shall earn \$50,000 of incremental fee upon completion.

Work scope/completion criteria: Procure and install new manipulator.

Completion Document: Letter transmitting performance expectation completion notice and copy of the work package signature page documenting completion of installation.

3. Procure and install new manipulator by September 30, 2012. The Contractor shall earn \$50,000 of incremental fee upon completion.

Work scope/completion criteria: Procure and install new manipulator.

Completion Document: Letter transmitting performance expectation completion notice and copy of the work package signature page documenting completion of installation.

4. Procure two new manipulators by September 30, 2013. The Contractor shall earn \$50,000 of incremental fee upon completion.

Work scope/completion criteria: Procure two new manipulators.

Completion Document: Letter transmitting performance expectation completion notice and copy of vendor notice to proceed via contractor procurement award.

5. Complete four (4) life extension project upgrades at the 222-S Facility. The Contractor shall earn \$150,000 of incremental fee upon completion of each life extension project upgrade (total \$600,000 available of incremental fee).

Work scope/completion criteria: Complete four (4) life extension projects at 222-S Facility.

Completion Document: Letter transmitting performance expectation completion notice and copy of the work package signature page documenting completion of construction.

PBI-1.5 CLIN 1 Construction Management Complex with Shops

Performance Fee available and assigned to this PBI: \$300,000

Fee Structure: Straight-Line Method (September 30, 2013)

Desired Endpoint/Outcome

The scale of tank farm construction activities will increase in future years in support of an increased rate of Single-Shell Tank retrievals, and waste feed delivery projects in support of the Waste Treatment and Immobilization Plant. The contractor shall design and construct a construction management complex with shops to support Tank Farm Construction.

Fee-Bearing Milestones

1. Design, procure, and build a construction management complex with shops. The Contractor shall earn \$300,000 of incremental fee upon completion of the complex.

Work scope/completion criteria: Design, procure, and build a 20,000 square foot construction management complex with shops. Complex will include shops with A/V, local area network, telecom equipment, fire protection and alarms, and utilities (water, electricity, and sewer).

Completion Document: Letter transmitting performance expectation completion notice and notice of completion of facility.

PBI-1.6 CLIN 1 Tank Sampling (Grab and Cores)

Performance Fee available and assigned to this PBI: \$2,100,000

Fee Structure: Straight-Line Method (September 30, 2013)

Milestone	Fee Value
1	\$1,500,000
2	\$ 600,000
Total	\$2,100,000

Desired Endpoint/Outcome

Tank waste sampling is essential to maintaining required tank waste chemistry, for maintaining tank integrity, for waste transfers and retrievals, and for post-retrieval reports. Tank waste sampling is high-risk work that must be completed safely to not impede project schedules. The contractor must ensure that sampling operations are completed with increasing efficiency and effectiveness allowing more resources to be applied to other mission critical work.

Fee-Bearing Milestones

1. Complete 20 grab samples in support of the Tank Operations Contract (TOC) mission. The Contractor shall earn \$75,000 of incremental fee upon completion of the each grab sample (total \$1,500,000 available of incremental fee).

Work scope/completion criteria: Completion of 20 grab samples as described in the applicable Tank Sampling and Analysis Plans (TSAPs). The plan shall identify; the type of sample, the technical need for the sampling activity, the location of the samples, and the sampling requirements.

Completion Document: Letter transmitting performance expectation completion notice and copy of the chain of custody (COC) documenting completion of grab samples and transfer of ownership to the laboratory.

2. Complete 5 core or off-riser samples in support of the TOC mission. The Contractor shall earn \$120,000 of incremental fee upon completion of the each core or off-riser sample (total \$600,000 available of incremental fee).

Work scope/completion criteria: Completion of 5 samples as described in the applicable Tank Sampling and Analysis Plans (TSAPs). The plan shall identify; the type of sample, the technical need for the sampling activity, the location of the samples, and the sampling requirements.

Completion Document: Letter transmitting performance expectation completion notice and copy of the COC documenting completion of core samples and transfer of ownership to the laboratory.

PBI-1.7 CLIN 1 Tank Chemistry Control

Performance Fee available and assigned to this PBI: \$1,750,000

Fee Structure: Straight-Line Method (September 30, 2013)

Milestone	Fee Value
1	\$ 700,000
2	\$ 500,000
3	\$ 150,000
4	\$ 100,000
5	\$ 50,000
6	\$ 50,000
7	\$ 200,000
Total	\$1,750,000

Desired Endpoint/Outcome

The maintenance of Double-Shell Tank (DST) integrity is crucial to cost-effective completion of the tank waste cleanup mission. The Contractor shall:

- maintain tank chemistry per Operations Specifications Documents to ensure long term integrity of tanks
- confirm data obtained from active portions of the corrosion probe and gain better understanding of actual corrosion and corrosion mechanisms within the double-shell tanks (DSTs)
- obtain better understanding of the corrosion potential of the waste.
- Perform analyses of dynamic mixing, benchmark analysis, and ventilation flow modeling.

Fee-Bearing Milestones

1. Remove and replace corrosion probe coupons for three DST corrosion probes. The Contractor shall earn \$300,000 of incremental fee upon completion of the first each set of coupons removed and replaced (as required) to support the TOC mission, and \$200,000 for the remaining two sets of coupons replaced (total \$700,000 available of incremental fee). Note that replacement will only occur if required to support the Tank Operations Contract (TOC) mission.

Work scope/completion criteria: Removal and replacement (as required) of corrosion probe coupons.

Completion Document: Letter transmitting performance expectation completion notice and completed chain of custody form documenting receipt of the coupon(s) at the laboratory.

2. Remove corrosion probe coupon from tank AN-107 corrosion probe. Note: The AN-107 corrosion probe is thought to have failed and potentially contains waste within the corrosion

probe. Special precautions will be required during removal to ensure worker safety. The Contractor shall earn \$500,000 of incremental fee upon completion of coupon removed.

Work scope/completion criteria: Removal of corrosion coupon.

Completion Document: Letter transmitting performance expectation completion notice and completed chain of custody form documenting receipt of the coupon(s) at the laboratory.

3. Design, fabricate, and install corrosion probe in AW-105. The Contractor shall earn \$150,000 of incremental fee each upon completion of the work scope.

Work scope/completion criteria: Design, fabricate, and install corrosion probe in AW-105.

Completion Document: Letter transmitting performance expectation completion notice and copy of approved work package page documenting successful completion of installation.

4. Perform dynamic mixing analysis on AN-106 and AY-102. The Contractor shall earn \$50,000 of incremental fee upon completion of each report (total \$100,000 available of incremental fee).

Work scope/completion criteria: Perform dynamic mixing analysis on AN-106 and AY-102.

Completion Document: Letter transmitting performance expectation completion notice and dynamic mixing analysis report.

5. Perform ventilation flow modeling study on AZ-702. The Contractor shall earn \$50,000 of incremental fee upon completion of the study.

Work scope/completion criteria: Perform ventilation flow modeling study on AZ-702.

Completion Document: Letter transmitting performance expectation completion notice and the ventilation flow modeling report.

6. Perform dynamic mixing model benchmark analysis. The Contractor shall earn \$50,000 of incremental fee each upon completion of the work scope.

Work scope/completion criteria: Perform dynamic mixing model benchmark analysis and prepare report.

Completion Document: Letter transmitting performance expectation completion notice and the dynamic mixing model benchmark analysis study.

7. Perform slow strain rate (SSR) laboratory testing and prepare testing report. The Contractor shall earn \$200,000 of incremental fee each upon completion of the work scope.

Work scope/completion criteria: Perform SSR laboratory testing and prepare report.

Completion Document: Letter transmitting performance expectation completion notice and the SSR laboratory testing report to the ORP.

PBI-2.1 CLIN 2 Vadose Zone/Barriers

Performance Fee available and assigned to this PBI: \$10,700,000

Fee Structure: Terminal Method

Milestone	Fee Value
1	\$2,000,000
2	\$ 600,000
3	\$ 250,000
4	\$ 600,000
5	\$ 500,000
6	\$ 500,000
7	\$4,000,000
8	\$1,000,000
9	\$ 300,000
10	\$ 600,000
11	\$ 200,000
12	\$ 150,000
Total	\$10,700,000

Desired Endpoint/Outcome

Upon completion of these PBI activities, the following outcomes will be achieved:

Barriers: Characterization of four high priority sites for possible future interim surface barriers has been completed to support definition and design of barriers. Barrier design has been completed for three tank farm interim barriers based on the characterization results. Construction of interim surface barriers in TY farm and two additional locations has been completed.

NOTE: Barrier sites are subject to change based on the outcome of negotiations with Washington State Department of Ecology.

Waste Management Area (WMA) C Characterization and Corrective Measures: Phase 2 characterization of Waste Management Area C has been performed, consistent with the WMA C RFI/CMS Work Plan (RPP-PLAN-39114), including surface geophysical exploration (SGE) of two unplanned release sites and collection of soil samples using the direct push unit. Testing of a beta probe has been completed to support design of a field deployable unit. The WMA C RCRA Facility Investigation/Corrective Measures Study (TPA Milestone M-45-61) has been submitted to the Office of River Protection (ORP) in support of WMA C closure planning.

Fee Bearing Milestones

1. Perform vadose zone direct push characterization for four potential barrier sites. The Contractor shall earn \$500,000 of incremental fee upon completion of direct push characterization of each site (total of \$2,000,000 available incremental fee).

Work scope/completion criteria: Use the hydraulic hammer/direct push technology to perform logging and sampling for each of the following sites, or alternate sites mutually agreed to by the ORP and the Contractor:

- 241-S Farm, Southeast (near catch tanks/diversion box northeast of SX) by 9/30/2010
- 241-BY Farm, West (near BY-107/108 historic leak sites) by 3/31/2011
- 241-BY Farm, East (near BY-103 historic leak site) by 9/30/2011
- 241-S Farm, Northwest (near S evaporator) by 3/31/2012.

For each potential barrier location, field work shall include: placement of 4-8 direct push probes (probes pushed to refusal), geophysical logging of direct push probe holes, obtaining up to 3 soil samples per location for analysis, and placement of 2 or more deep electrodes per location. Samples will be analyzed for technetium and nitrate.

Completion documents: For each potential barrier location evaluated, provide to the ORP a letter report documenting completion of direct push probe-hole, logging results, placement of deep electrodes, sample locations, and summary of analytical results.

2. Perform vadose zone electrical resistivity characterization, including SGE and use of deep electrodes as appropriate, for four potential barrier sites. The Contractor shall earn \$150,000 of incremental fee upon completion of resistivity characterization of each site (total \$600,000 available incremental fee).

Work scope/completion criteria: Use electrical resistivity technology for each of the following sites, or alternate sites as directed by the ORP:

1. 241-S Farm, Southeast (near catch tanks/diversion box northeast of SX) by 3/31/2011
2. 241-BY Farm, West (near BY107/108 historic leak sites) by 9/30/2011
3. 241-BY Farm, East (near BY103 historic leak site) by 3/31/2012
4. 241-S Farm, Northwest (near S evaporator) by 9/30/2012.

For each potential barrier location, resistivity measurements will be obtained and analyzed employing the deep electrodes and appropriate surface electrodes.

Completion documents: For each potential barrier location evaluated, provide to the ORP a letter report providing the results of electrical resistivity data analysis and the resistivity anomaly maps for the potential barrier location.

3. Perform well-to-well electrical resistivity measurements in WMA A-AX by 12/31/2010, to support evaluation of a potential future barrier site. The Contractor shall earn \$250,000 of incremental fee upon completion.

Work/scope/completion criteria: Historic leaks in WMA A/AX present a risk to groundwater; an interim barrier may mitigate that risk. Vadose zone characterization is limited. Use of well-to-well electrical resistivity measurements will provide needed characterization data for evaluation of a future barrier site and for closure planning. These measurements will guide possible future characterization of WMA A-AX for interim barrier selection, if appropriate.

Completion document: Letter report submitted to the ORP providing the results of electrical resistivity data analysis and the resistivity anomaly maps.

4. Complete design of three Tank Farm Interim Surface Barriers. The Contractor shall earn \$200,000 of incremental fee upon completion of the SX farm barrier design by June 30, 2011, \$200,000 of incremental fee upon completion of the S farm southeast barrier design by June 30, 2012, and \$200,000 of incremental fee upon completion of the BY farm west barrier design by June 30, 2013 (total of \$600,000 available incremental fee).

Work scope/completion criteria: Design an interim surface barrier for each these sites:

1. SX farm
2. S farm southeast
3. BY farm west.

Based on results of site characterization, an alternate location mutually agreed to by the ORP and the Contractor may replace any of these locations. Each barrier shall be designed to cover an area identified by characterization, and shall be designed to handle precipitation expected in the 25-year maximum rainfall event. The designed water retention system and/or discharge will not impact any ORP/RL waste sites. DOE-ORP and DOE-RL will be included in the design review process. Design will be issued into Hanford Document Control System (HDCS).

Completion document: Letter report submitted to the ORP providing information that the design of each Tank Farm Interim Surface Barrier has been issued into HDCS.

5. Complete Construction of SX Farm Interim Surface Barrier (or alternate location, as agreed by the ORP and the Contractor) by June 30, 2012. The Contractor shall earn \$500,000 of incremental fee upon completion.

Work scope/completion criteria: An interim surface barrier in 241-SX farm shall be constructed per the documented and ORP-approved design.

Completion document: Letter report documenting completion of construction of the SX barrier, per the documented and ORP-approved design.

6. Complete Construction of S Farm Southeast Interim Surface Barrier (or alternate location, as agreed by the ORP and the Contractor) by June 30, 2013. The Contractor shall earn \$500,000 of incremental fee upon completion.

Work scope/completion criteria: An interim surface barrier in 241-S farm, southeast shall be constructed per the documented and ORP-approved design.

Completion document: Letter report documenting completion of construction of the S farm southeast barrier, per the documented and ORP-approved design.

7. Implement direct push soil characterization in Waste Management Area (WMA) C by June 30, 2013, to support development of a corrective measures study for WMA closure, in

accordance with the WMA C RFI/CMS Work Plan (RPP-PLAN-39114). The Contractor shall earn incremental fee at a rate as indicated in the table below for each set of samples obtained per the plan.

Milestone	Item	Description	Fee
7	1	Direct push soil characterization in WMA C – 2 locations (16 samples)	\$400,000
7	2	Direct push soil characterization in WMA C – 2 locations (16 samples)	\$400,000
7	3	Direct push soil characterization in WMA C – 3 locations (24 samples)	\$600,000
7	4	Direct push soil characterization in WMA C – 3 locations (24 samples)	\$600,000
7	5	Direct push soil characterization in WMA C – 3 locations (24 samples)	\$600,000
7	6	Direct push soil characterization in WMA C – 3 locations (24 samples)	\$600,000
7	7	Direct push soil characterization in WMA C – 3 locations (24 samples)	\$600,000
7	8	Direct push soil characterization in WMA C – 1 location (8 samples)	\$200,000
Milestone 8 Total			\$4,000,000

Work scope/Completion Criteria: Perform direct push logging, sampling and probe hole decommissioning at sites identified in the WMA C work plan, per the plan including obtaining surface samples, as directed by the plan. Deliver the samples to the laboratory for analysis and commence analysis per the plan.

Completion documents: A letter report will be submitted to the ORP providing direct push locations, probe-hole logging results, sample identification numbers, and chain of custody forms for each direct push location and associated samples. Completion reports may be submitted periodically for completion of one or more locations in each report.

8. Perform vadose zone electrical resistivity characterization, including Surface Geophysical Exploration (SGE) and use of deep electrodes as appropriate, at two unplanned release (UPR) sites in C tank farm by September 30, 2011 for the first site and December 31, 2011 for the second site. The Contractor shall earn \$500,000 of incremental fee upon completion of each site (total of \$1,000,000 available incremental fee).

Work scope/completion criteria: Perform vadose zone electrical resistivity characterization at the following unplanned release (UPR) sites in waste management area C:

1. UPR-200-E-86
2. UPR-200-E-82

At each location, collect surface to surface resistivity data and surface to deep electrode resistivity data, using the previously installed deep electrodes. Analyze the data to identify resistivity anomalies.

Completion document: For each UPR, submit a letter report to the ORP providing the results of data analysis and the resistivity anomaly maps for the UPR in waste management area C.

9. Perform testing of a beta detection system, identify detector design improvements, and define design requirements for a field deployable system by December 31, 2010. The Contractor shall earn \$300,000 of incremental fee upon completion.

Work scope/completion criteria: In FY 2009, initial laboratory testing of a proof-of-concept beta detection probe was performed (RPP-ENV-42267) and showed promise. The initial detector will be further tested, an enhanced detector will be designed, constructed and tested, and requirements for design of a vadose zone field deployable system will be defined.

Completion document: Provide to DOE a letter report documenting the results of further testing of the proof-of-concept beta detection system, testing results of the enhanced detector, and requirements for design of a field deployable beta detection system.

10. Provide a Phase 2 RCRA Facility Investigation/Corrective Measures Study Report for WMA C (TPA Milestone M-045-61) by September 30, 2013. The Contractor shall earn \$600,000 of incremental fee upon completion.

Work scope/completion criteria: Provide a Phase 2 RCRA Facility Investigation/Corrective Measures Study Report for WMA C, by 09/30/2013, to facilitate closure of WMA C by 2019. The report will include results of characterization completed to date per RPP-PLAN-39114, evaluation of potential corrective measures for WMA C contaminated soil, and recommendations for corrective measure implementation.

Completion document: Provide to DOE as a formal report a Phase 2 RCRA Facility Investigation/Corrective Measures Study Report for WMA C.

11. In partial completion of TPA Milestone M-045-90, complete an interim barrier demonstration report for the T-106 interim barrier by September 30, 2010. The Contractor shall earn \$200,000 of incremental fee upon completion.

Work scope/completion criteria: Complete an interim barrier demonstration report for the T-106 interim barrier. The report shall include a recommendation and commitment on whether to proceed with additional interim barriers, and an evaluation of the barrier's ability to reduce water infiltration that drives migration of subsurface contamination to groundwater. A baseline change request (BCR) to add the new scope will be submitted, the PBI method will be defined in the associated BCR package.

Completion document: Letter transmitting an interim barrier demonstration report for the T-106 interim barrier.

12. Complete and document a pipeline leak detection technology field test by March 31, 2011. The Contractor shall earn \$150,000 of incremental fee upon completion.

Work scope/completion criteria: In support of identifying and evaluating historic waste leaks from pipelines, identify and plan a field test of technology for leak detection. Perform a field test

of the selected technology on a pipeline where historic records indicate a probable leak. Report results and future recommendations.

Completion document: Letter transmitting a report of pipeline leak detection technology field test.

PBI-2.2 CLIN 2 Waste Management C Area Closure

Performance Fee available and assigned to this PBI: \$4,250,000

Fee Structure: Straight-Line Method (September 30, 2013) and Declining Method (Milestones #1, #2, #3, and #4)

Milestone	Fee Value	Method
1	\$ 200,000	Declining
2	\$ 200,000	Declining
3	\$ 200,000	Declining
4	\$ 200,000	Declining
5	\$ 200,000	Straight Line
6	\$ 200,000	Straight Line
7	\$ 800,000	Straight Line
8	\$ 750,000	Straight Line
9	\$ 200,000	Straight Line
10	\$ 200,000	Straight Line
11	\$ 200,000	Straight Line
12	\$ 200,000	Straight Line
13	\$ 200,000	Straight Line
14	\$ 500,000	Straight Line
Total	\$4,250,000	

Desired Endpoint/Outcome

Upon completion of these PBI activities, the following outcomes will be achieved: Closure Demonstration and Planning: DOE receives the deliverables for those portions of the C-200 Closure Demonstration Plan necessary to complete TPA Milestone M-045-80, including: (1) a description of the radioactive waste determination process that DOE will utilize for the component of Tank Waste residuals subject to DOE authority, (2) a RCRA/CERCLA integration white paper, (3) a tank removal engineering study, and (4) an evaluation of alternatives for removal of waste from the C-301 catch tank. DOE receives reports on feasibility studies for pipeline and diversion boxes, in support of WMA C closure decisions.

Performance assessment and regulatory documents: Waste release studies have been completed on up to 4 C farm tanks, to provide input to risk assessments. An initial risk assessment/performance assessment of WMA C has been completed and delivered to DOE. A Tier 1 closure plan meeting the requirements of DOE O 435.1 and basis documentation for a WIR determination, have been delivered to DOE. A closure plan meeting the requirements of the TPA for the SST System and a TPA Tier 2 closure plan for WMA C have been delivered to DOE.

Fee Bearing Milestones

Completion document: Submit a letter report to the ORP providing a tank removal engineering study.

4. In partial completion of TPA Milestone M-045-80 (Part 4), provide an evaluation of alternatives for removal of waste from the C-301 catch tank by December 2, 2010 (Declining Method milestone). The Contractor shall earn \$200,000 of incremental fee upon completion of the document, subject to declining method deductions, if applicable.

Work scope/completion criteria: Provide an evaluation of alternatives for removal of waste from the C-301 catch tank. The report should evaluate the methods available for retrieving solid and liquid waste from the C-301 Catch Tank, and estimate the costs and benefits for each viable alternative. Provide the draft report to DOE for comment. The declining method penalty calculation date for Milestones 1, 2, 3, and 4 is December 2, 2010. For each milestone there shall be a \$500 per day penalty and there shall be no fee earned after January 21, 2011.

Completion document: Submit a letter report to the ORP providing an evaluation of alternatives for removal of waste from the C-301 catch tank.

5. Complete an analysis of the seven diversion boxes in 241-C Tank Farm. The Contractor shall earn \$200,000 of incremental fee upon completion of the document.

Work scope/completion criteria: Evaluate existing information on the seven diversion boxes in WMA C, in support of closure planning. For each diversion box, document the condition of the diversion box based on existing information, and identify additional data that needs to be addressed prior to closure planning. The report should meet the following criteria:

- Evaluate existing characterization data for each diversion box.
- Recommend further characterization where no data exists.
- Evaluate the physical condition of each diversion box.
- Recommend further work where no data exists.
- Document the analysis findings in a written report.

Completion documents: The completed report shall be transmitted to the DOE.

6. Complete a pipeline feasibility study. The Contractor shall earn \$200,000 of incremental fee upon completion of the document.

Work scope/completion criteria: The report should meet the following criteria:

- Evaluate the existing data regarding physical condition and characterization of the pipe lines in WMA C.
- Identify option to obtain additional data necessary for closure.
- Evaluate existing information regarding available methods to characterize, stabilize and remediate pipelines, including cost and risk data.
- Provide recommendations for actions to support decisions on closure of pipelines in WMA C.
- Document the analysis findings in a written report.

Completion documents: The completed report shall be transmitted to the DOE.

7. Perform waste release tests on up to four residual waste samples from retrieved or partially retrieved tanks, to provide technical input to risk assessment modeling. The Contractor shall earn \$200,000 of incremental fee upon completion of each waste release test (total of \$800,000 available incremental fee).

Work scope/completion criteria: For each of up to four tank waste samples, perform waste release tests on residual waste obtained from one or more tanks following completion of initial or final retrieval. Document results as input into tank farm risk assessments and performance assessments.

Completion document: For each of up to four tank waste samples, submit a letter report to the ORP providing the results of residual waste release testing.

8. Develop five data packages and hold working sessions to develop the initial human health and environmental risk assessment/performance assessment for WMA C (WMA C PA). The Contractor shall earn \$150,000 of incremental fee upon completion of each topical area report from each of the five data package/working sessions (total of \$750,000 available incremental fee).

Work scope/completion criteria: The WMA C PA will be developed to meet the requirements of HFFACO Appendix I and DOE O 435.1. The inputs and assumptions for this activity will be developed through a series of working sessions with ORP, other DOE staff and regulatory agencies. For each topical area, develop a draft report and provide it to working session participants. Hold a working session involving DOE, Ecology, and other participants as invited by DOE. Issue meeting notes for the working session. Incorporate comments into the report and issue an update as input to the WMA C PA. Topical areas include at a minimum:

- Engineered systems #1
- Natural systems
- Engineered systems #2
- Exposure scenarios
- Numeric codes

Completion document: Provide to DOE the meeting notes for the applicable WMA C PA working session and the updated report for each topical area.

9. Perform and document initial model runs for the initial human health and environmental risk assessment/performance assessment for WMA C (WMA C PA). The Contractor shall earn \$200,000 of incremental fee upon completion of this document.

Work scope/completion criteria: The human health and environmental risk assessment/performance assessment for WMA C will be developed to meet the requirements of HFFACO Appendix I and DOE O 435.1. The initial model runs will be performed per the inputs and assumptions, developed through a series of working sessions with ORP, other DOE staff and regulatory agencies. The initial WMA C PA model runs will employ available data regarding tank waste residuals following retrieval and soil contamination, supplemented with conservative

assumptions for data that is not yet available. Initial runs of the numeric model developed through this process will be documented.

Completion document: A report documenting the output of the initial model runs for the initial human health and environmental risk assessment/performance assessment for WMA C, developed to meet the requirements of the HFFACO Appendix I and DOE Order 435.1.

10. Document the initial human health and environmental risk assessment/performance assessment for WMA C (WMA C PA). The Contractor shall earn \$200,000 of incremental fee upon completion of this document.

Work scope/completion criteria: The human health and environmental risk assessment/performance assessment for WMA C will be developed to meet the requirements of HFFACO Appendix I and DOE O 435.1. The inputs and assumptions for this activity will be developed through a series of working sessions with ORP, other DOE staff and regulatory agencies. The initial human health and environmental risk assessment/performance assessment for WMA C will employ available data regarding tank waste residuals following retrieval and soil contamination, supplemented with conservative assumptions for data that is not yet available. Model runs will be performed, updated, and results documented.

Completion document: A report documenting the initial human health and environmental risk assessment/performance assessment for WMA C, developed to meet the requirements of the HFFACO Appendix I and DOE O 435.1.

11. Provide a Tier 1 Closure plan for WMA C as defined in DOE Order 435.1. The Contractor shall earn \$200,000 of incremental fee upon completion of the document.

Work scope/completion criteria: Provide to DOE a Tier 1 Closure plan for WMA C that meets the requirements of DOE O 435.1.

Completion documents: A Tier 1 Closure plan for WMA C that meets the requirements of DOE O 435.1.

12. Provide documentation to form the basis for a Waste Incidental to Reprocessing (WIR) Determination for the residual wastes in WMA C. The Contractor shall earn \$200,000 of incremental fee upon completion of the document.

Work scope/completion criteria: Provide to DOE documentation to form the basis for a WIR Determination for the residual wastes in WMA C. The documentation shall meet the requirements of DOE O 435.1.

Completion documents: Documentation to form the basis for a WIR Determination for the residual wastes in WMA C that meets the requirements of DOE O 435.1.

13. Provide a Tier 1 Closure plan for the SST system, as defined in TPA Appendix I. The Contractor shall earn \$200,000 of incremental fee upon completion of the document.

Work scope/completion criteria: Provide to DOE a Tier 1 Closure plan for the SST system that meets the requirements of the TPA, Appendix I. (Document is TPA compliant when document meets TPA requirements. It does not require regulator approval to be TPA compliant to meet the intent of this PBI deliverable).

Completion documents: Formal TPA Tier 1 Closure plan for the SST system that meets the requirements of the TPA, Appendix I.

14. Provide a draft TPA compliant Tier 2 Closure plan for Waste Management Area C. The Contractor shall earn \$500,000 of incremental fee upon completion of the document.

Work scope/completion criteria: Provide to DOE a draft Tier 2 Closure plan for WMA C that meets the requirements of the TPA, Appendix I. (Document is TPA compliant when document meets TPA requirements. It does not require regulator approval to be TPA compliant to meet the intent of this PBI deliverable).

Completion documents: Formal draft TPA Tier 2 Closure plan for WMA C that meets the requirements of the TPA, Appendix I.

PBI-2.3 CLIN 2 Removal of SX Tank Farm Exhauster Station (Sludge Cooler)

Performance Fee available and assigned to this PBI: \$600,000

Fee Structure: Straight-Line Method (September 30, 2013)

Milestone	Fee Value
1	\$500,000
2	\$100,000
Total	\$600,000

Desired Endpoint/Outcome

SX Tank Farm Exhauster Station (Sludge Cooler) removed.

Fee Bearing Milestones

1. Remove SX Tank Farm Exhauster Station (Sludge Cooler). The Contractor shall earn \$500,000 of incremental fee upon completion of work scope.

Work scope/completion criteria: SX Tank Farm Exhauster Station (Sludge Cooler) removed and packaged for disposal.

Completion document: Letter transmitting the work package coversheet documenting completion and acceptance by Operations.

2. Complete shipping of waste package(s) generated by removal of SX Tank Farm Exhauster Station (Sludge Cooler). The Contractor shall earn \$100,000 of incremental fee upon completion of work scope.

Work scope/completion criteria: The waste package(s) generated by the removal activity have been shipped to the appropriate Treatment Storage Disposal (TSD) facility.

Completion document: The waste disposal facility verification of receipt of shipment for the waste package(s).

PBI-2.4 CLIN 2 Complete removal and shipment to final disposition of expired Hose-In-Hose Transfer Lines

Performance Fee available and assigned to this PBI: \$1,600,000

Fee Structure: Straight-Line Method (September 30, 2013)

Milestone	Fee Value
1	\$1,280,000
2	\$ 320,000
Total	\$1,600,000

Desired Endpoint/Outcome

Expired Hose-In-Hose Transfer Lines (HIHTL) are removed from the Hanford Tank Farms in accordance with the schedule in the HIHTL Management Plan.

Fee Bearing Milestones

1. Complete removal of the following sixteen (16) interim stabilization Hose-in-Hose Transfer Lines (HIHTL). The Contractor shall earn \$80,000 for each of the HIHTL removed in incremental fee. A total of \$1,280,000 of incremental fee shall be earned upon completion.

Identification Number	Location (From)	Location (To)
I-34610-0-1	C-203 (1)	C-200 VESSEL
I-34610-0-2	C-203 (2)	C-200 VESSEL
I-34610-0-8	C-204	C-200 VESSEL
I-34610-0-12	C-200 VAC	C-204
I-34610-0-17	C-200 VAC	C-200 VESSEL
I-54948-0-3	C-204	C-200 VESSEL
I-05457-0-1	S-A	SY-102 (1)
I-05457-0-2	S-A	SY-102 (2)
I-21844-0-1	S-A	SY-101 (1)
I-21844-0-2	S-A	SY-101 (2)
I-30512-0-1	S-102	S-A
I-42181-0-01	SY-101 R7	SY-A
I-49637-0-4	U-D	SY (3)
I-49637-0-5	U-D	SY (4)
I-49637-0-6	U-D	SY (5)
I-49637-0-11	U-D	SY (2)

2. Complete shipping of the following sixteen (16) HIHTLs. The Contractor shall earn \$20,000 for each of the HIHTL waste shipment in incremental fee. A total of \$320,000 of incremental fee shall be earned upon completion.

Identification Number	Location (From)	Location (To)
I-34610-0-1	C-203 (1)	C-200 VESSEL
I-34610-0-2	C-203 (2)	C-200 VESSEL
I-34610-0-8	C-204	C-200 VESSEL
I-34610-0-12	C-200 VAC	C-204
I-34610-0-17	C-200 VAC	C-200 VESSEL
I-54948-0-3	C-204	C-200 VESSEL
I-05457-0-1	S-A	SY-102 (1)
I-05457-0-2	S-A	SY-102 (2)
I-21844-0-1	S-A	SY-101 (1)
I-21844-0-2	S-A	SY-101 (2)
I-30512-0-1	S-102	S-A
I-42181-0-01	SY-101 R7	SY-A
I-49637-0-4	U-D	SY (3)
I-49637-0-5	U-D	SY (4)
I-49637-0-6	U-D	SY (5)
I-49637-0-11	U-D	SY (2)

Work scope/completion criteria for HIHTL removal: The line has been removed from the field, and packaged for shipment to the treatment vendor. The line removal and packaging will be documented by Operations acceptance of the work package. At the completion of the HIHTL removal, the Field Work Supervisor will verify all housekeeping activities related to the work having been completed. Completion of housekeeping will be signed off in the work record of the work package.

Completion Document for HIHTL removal: Letter transmitting the work package coversheet documenting completion and acceptance by Operations.

Work scope/completion criteria for shipping: The HIHTL waste package has been shipped to the waste TSD facility.

Completion Document for shipping: The waste disposal facility verification of receipt of shipment for the waste package(s).

PBI-2.5 CLIN 2 Remove ducting and associated equipment associated with SX Farm

Performance Fee available and assigned to this PBI: \$600,000

Fee Structure: Straight-Line Method (September 30, 2013)

Milestone	Fee Value
1	\$500,000
2	\$100,000
Total	\$600,000

Desired Endpoint/Outcome

Disconnect, remove, and dispose of the ductwork in SX Tank Farm associated with the following tanks: 241-SX-107, -108, -109, -110, -111, -112, and -114.

Fee Bearing Milestones

1. Remove ductwork associated with SX Exhauster system (from tanks listed above to the Exhauster Vent Station/Sludge Cooler) and package waste for disposal. The Contractor shall earn \$500,000 of incremental fee upon completion of work scope.

Work scope/completion criteria: Ductwork removed and packaged for disposal.

Completion document: Letter transmitting completed work package coversheet documenting completion and acceptance by Operations.

2. Ship waste to appropriate disposal facility based upon characterization of the waste. The Contractor shall earn \$100,000 of incremental fee upon completion of work scope.

Work scope/completion criteria: The waste packages have been shipped to the waste TSD facility.

Completion document: The waste disposal facility verification of receipt of shipment for the waste package(s).

PBI-2.6 CLIN 2 Completion of Retrieval Operations from Single-Shell Tank 241-C-101

Performance Fee available and assigned to this PBI: \$ 5,000,000

Fee Structure: Straight-Line Method (September 30, 2013)

Milestone	Fee Value
1	\$2,000,000
2	\$1,000,000
3	\$2,000,000
Total	\$5,000,000

Desired Endpoint/Outcome

Completion of tank waste retrieval activities to meet or exceed performance requirements in the "Proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment" Appendix B.

Fee Bearing Milestones

1. Complete waste retrieval system construction for Tank 241-C-101 and turnover to operations. The Contractor shall earn \$2,000,000 of incremental fee upon completion of construction of Tank 241-C-101 and turnover to operations.

Work scope/completion criteria: Complete waste retrieval system construction. The retrieval system must be approved by an Independent Qualified Registered Professional Engineer (IQRPE) as compliant with Washington Administrative Code (WAC) 173-303-640 as part of the completion of construction. The Construction Completion Document, Section Ia, will be completed.

Completion Document: Contractor approved, Construction Completion Document through Section Ia, with exceptions listing for completion of Tank 241-C-101 waste retrieval system construction and the ORP FPD/COR's concurrence on the exceptions listing.

2. The Contractor shall earn \$1,000,000 of incremental fee upon completing retrieval of 50% of the Waste by Volume in Tank 241-C-101.

Work scope/completion criteria: Perform waste retrieval activities to achieve 50% reduction in the initial SST waste volume. The retrieval of 50% of initial SST waste by volume shall be based on an initial volume determined from the latest BBI information or a pre-retrieval volume determination, if completed. The retrieved volume will be an estimate based on material balance calculations.

Completion document: Submittal of material balance data and engineering calculations summary information demonstrating retrieval of 50% of the initial waste volume.

3. Complete bulk retrieval of Tank 241-C-101. The Contractor shall earn \$2,000,000 incremental fee upon completion of bulk retrieval of Tank 241-C-101. In the event the initially deployed retrieval technology meets or exceeds the performance requirements of the Hanford Federal Facility Agreement then additional fee in accordance with PBI-2.6.

Work scope/completion criteria: Complete bulk waste retrieval to the performance requirements of the Hanford Federal Facility Agreement or to the limits of the initially deployed waste retrieval technology.

Completion document: Submittal of material balance data and engineering calculations summary information demonstrating retrieval is complete or at the limits of the deployed technology

PBI-2.7 CLIN 2 Completion of Retrieval Operations from Single-Shell Tank 241-C-102

Performance Fee available and assigned to this PBI: \$5,000,000

Fee Structure: Straight-Line Method (September 30, 2013)

Milestone	Fee Value
1	\$2,000,000
2	\$1,000,000
3	\$2,000,000
Total	\$5,000,000

Desired Endpoint/Outcome

Completion of tank waste retrieval activities to meet or exceed performance requirements in the "Proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment" Appendix B.

Fee Bearing Milestones

- 1 Complete waste retrieval system construction for Tank 241-C-102 and turnover to operations. The Contractor shall earn \$2,000,000 of incremental fee upon completion of construction of Tank 241-C-102 and turnover to operations.

Work scope/completion criteria: Complete waste retrieval system construction. The retrieval system must be approved by an Independent Qualified Registered Professional Engineer (IQRPE) as compliant with Washington Administrative Code (WAC) 173-303-640 as part of the completion of construction. The Construction Completion Document, Section 1a, will be completed.

Completion Document: Contractor approved, Construction Completion Document through Section 1a, with exceptions listing for completion of Tank 241-C-102 waste retrieval system construction. and the ORP FPD/COR's concurrence on the exceptions listing.

- 2 The Contractor shall earn \$1,000,000 of incremental fee upon completing retrieval of 50% of the Waste by Volume in Tank 241-C-102.

Work scope/completion criteria: Perform waste retrieval activities to achieve 50% reduction in the initial SST waste volume. The retrieval of 50% of initial SST waste by volume shall be based on an initial volume determined from the latest BBI information or a pre-retrieval volume determination, if completed. The retrieved volume will be an estimate based on material balance calculations.

Completion document: Submittal of material balance data and engineering calculations summary information demonstrating retrieval of 50% of the initial waste volume

3. Complete bulk retrieval of Tank 241-C-102. The Contractor shall earn \$2,000,000 incremental fee upon completion of bulk retrieval of Tank 241-C-102. In the event the initially deployed retrieval technology meets or exceeds the performance requirements of the Hanford Federal Facility Agreement then additional fee in accordance with PBI-2.7.

Work scope/completion criteria: Complete bulk waste retrieval to the performance requirements of the Hanford Federal Facility Agreement or to the limits of the initially deployed waste retrieval technology.

Completion document: Submittal of material balance data and engineering calculations summary information demonstrating retrieval is complete or at the limits of the deployed technology.

PBI-2.8 CLIN 2 Completion of Retrieval Operations from Single-Shell Tank 241-C-104

Performance Fee available and assigned to this PBI: \$4,000,000

Fee Structure: Straight-Line Method (September 30, 2013)

Milestone	Fee Value
1	\$2,500,000
2	\$1,500,000
Total	\$4,000,000

Desired Endpoint/Outcome

Completion of tank waste retrieval activities to meet or exceed performance requirements in the "Proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment" Appendix B.

Fee Bearing Milestones

1. Complete bulk retrieval of Tank 241-C-104. The Contractor shall earn \$2,500,000 incremental fee upon completion of bulk retrieval of Tank 241-C-104. In the event the initially deployed retrieval technology meets or exceeds the performance requirements of the Hanford Federal Facility Agreement then additional fee in accordance with PBI-2.8.

Work scope/completion criteria: Complete bulk waste retrieval to the performance requirements of the Hanford Federal Facility Agreement or to the limits of the initially deployed waste retrieval technology.

Completion document: Submittal of material balance data and engineering calculations summary information demonstrating retrieval is complete or at the limits of the deployed technology

2. Complete heel retrieval of Tank 241-C-104. The Contractor shall earn \$1,500,000 of incremental fee upon completion of Tank 241-C-104 heel retrieval to the limits of technology.

Work scope/completion criteria: Complete waste retrieval to meet performance requirements in the Proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment.

Completion document: The submittal to DOE of material balance data and engineering calculation summary information demonstrating retrieval is complete to the Proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment requirements. If residual volume does not comply with the completion criteria, prepare and

submit to DOE an impracticality evaluation in accordance with appendix B of the proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment.

PBI-2.9 CLIN 2 Completion of Retrieval Operations from Single-Shell Tank 241-C-105

Performance Fee available and assigned to this PBI: \$ 5,000,000

Fee Structure: Straight-Line Method (September 30, 2013)

Milestone	Fee Value
1	\$2,000,000
2	\$1,000,000
3	\$2,000,000
Total	\$5,000,000

Desired Endpoint/Outcome

Completion of tank waste retrieval activities to meet or exceed performance requirements in the "Proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment" Appendix B.

Fee Bearing Milestones

1. Complete waste retrieval system construction for Tank 241-C-105 and turnover to operations. The Contractor shall earn \$2,000,000 of incremental fee upon completion of construction of Tank 241-C-105 and turnover to operations.

Work scope/completion criteria: Complete waste retrieval system construction. The retrieval system must be approved by an Independent Qualified Registered Professional Engineer (IQRPE) as compliant with Washington Administrative Code (WAC) 173-303-640 as part of the completion of construction. The Construction Completion Document, Section Ia, will be completed.

Completion Document: Contractor approved, Construction Completion Document through Section Ia, with exceptions listing for completion of Tank 241-C-105 waste retrieval system construction, and the ORP FPD/COR's concurrence on the exceptions listing.

2. The Contractor shall earn \$1,000,000 incremental fee upon completing retrieval of 50% of the Waste by Volume in Tank 241-C-105.

Work scope/completion criteria: Perform waste retrieval activities to achieve 50% reduction in the initial SST waste volume. The retrieval of 50% of initial SST waste by volume shall be based on an initial volume determined from the latest BBI information or a pre-retrieval volume determination, if completed. The retrieved volume will be an estimate based on material balance calculations.

Completion document: Submittal of material balance data and engineering calculations summary information demonstrating retrieval of 50% of the initial waste volume,

3. Complete bulk retrieval of Tank 241-C-105. The Contractor shall earn \$2,000,000 incremental fee upon completion of bulk retrieval of Tank 241-C-105. In the event the initially deployed retrieval technology meets or exceeds the performance requirements of the Hanford Federal Facility Agreement then additional fee in accordance with PBI-2.9.

Work scope/completion criteria: Complete bulk waste retrieval to the performance requirements of the Hanford Federal Facility Agreement or to the limits of the initially deployed waste retrieval technology.

Completion document: Submittal of material balance data and engineering calculations summary information demonstrating retrieval is complete or at the limits of the deployed technology.

PBI-2.10 CLIN 2 Completion of Retrieval Operations from Single-Shell Tank 241-C-107

Performance Fee available and assigned to this PBI: \$8,250,000

Fee Structure: Straight-Line Method (September 30, 2013)

Milestone	Fee Value
1	\$1,750,000
2	\$2,000,000
3	\$1,000,000
4	\$2,000,000
5	\$1,500,000
Total	\$8,250,000

Desired Endpoint/Outcome

Completion of tank waste retrieval activities to meet or exceed performance requirements in the "Proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment" Appendix B.

Fee Bearing Milestones

1. Complete large riser construction for Tank 241-C-107. The Contractor shall earn \$1,750,000 of incremental fee upon completion of the large riser construction on Tank 241-C-107.

Work scope/completion criteria: Complete large riser construction. The Construction Completion Document, Section Ia, will be completed.

Completion Document: Contractor approved, Construction Completion Document through Section Ia, with exceptions listing for completion of Tank 241-C-107 large riser system construction, and the ORP FPD/COR's concurrence on the exceptions listing.

2. Complete waste retrieval system construction for Tank 241-C-107 and turnover to operations. The Contractor shall earn \$2,000,000 of incremental fee upon completion of construction of Tank 241-C-107 and turnover to operations.

Work scope/completion criteria: Complete waste retrieval system construction. The retrieval system must be approved by an Independent Qualified Registered Professional Engineer (IQRPE) as compliant with Washington Administrative Code (WAC) 173-303-640 as part of the completion of construction. The Construction Completion Document, Section Ia, will be completed.

Completion Document: Contractor approved, Construction Completion Document through Section Ia, with exceptions listing for completion of Tank 241-C-107 waste retrieval system construction, and the ORP FPD/COR's concurrence on the exceptions listing.

3. The Contractor shall earn \$1,000,000 of incremental fee upon completing retrieval of 50% of the Waste by Volume in Tank 241-C-107.

Work scope/completion criteria: Perform waste retrieval activities to achieve 50% reduction in the initial SST waste volume. The retrieval of 50% of initial SST waste by volume shall be based on an initial volume determined from the latest BBI information or a pre-retrieval volume determination, if completed. The retrieved volume will be an estimate based on material balance calculations.

Completion document: The submittal of material balance data and engineering calculations summary information demonstrating retrieval of 50% of the initial waste volume.

4. Complete bulk retrieval of Tank 241-C-107. The Contractor shall earn \$2,000,000 incremental fee upon completion of bulk retrieval of Tank 241-C-107. In the event the initially deployed retrieval technology meets or exceeds the performance requirements of the Hanford Federal Facility Agreement then additional fee in accordance with PBI-2.10, Milestone 5 below will also be earned.

Work scope/completion criteria: Complete bulk waste retrieval to the performance requirements of the Hanford Federal Facility Agreement or to the limits of the initially deployed waste retrieval technology.

Completion document: Submittal of material balance data and engineering calculations summary information demonstrating retrieval is complete or at the limits of the deployed technology.

5. Complete heel retrieval of Tank 241-C-107. The Contractor shall earn \$1,500,000 of incremental fee upon completion of Tank 241-C-107 heel retrieval to the limits of technology.

Work scope/completion criteria: Complete waste retrieval to meet performance requirements in the Proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment.

Completion document: The submittal to DOE of material balance data and engineering calculation summary information demonstrating retrieval is complete to the Proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment requirements. If residual volume does not comply with the completion criteria, prepare and submit to DOE an impracticality evaluation in accordance with appendix B of the proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment.

PBI-2.11 CLIN 2 Completion of Retrieval Operations from Single-Shell Tank 241-C-108

Performance Fee available and assigned to this PBI: \$1,500,000

Fee Structure: Straight-Line Method (September 30, 2013)

Desired Endpoint/Outcome

Completion of tank waste retrieval activities to meet or exceed performance requirements in the "Proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment" Appendix B.

Fee Bearing Milestones

1. Complete heel retrieval of Tank 241-C-108. The Contractor shall earn \$1,500,000 of incremental fee upon completion of Tank 241-C-108 heel retrieval to the limits of technology.

Work scope/completion criteria: Complete waste retrieval to meet performance requirements in the Proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment.

Completion document: The submittal to DOE of material balance data and engineering calculation summary information demonstrating retrieval is complete to the Proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment requirements. If residual volume does not comply with the completion criteria, prepare and submit to DOE an impracticality evaluation in accordance with appendix B of the proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment.

PBI-2.12 CLIN 2 Completion of Retrieval Operations from Single-Shell Tank 241-C-109

Performance Fee available and assigned to this PBI: \$1,500,000

Fee Structure: Straight-Line Method (September 30, 2013)

Desired Endpoint/Outcome

Completion of tank waste retrieval activities to meet or exceed performance requirements in the "Proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment" Appendix B.

Fee Bearing Milestones

1 Complete heel retrieval of Tank 241-C-109. The Contractor shall earn \$1,500,000 of incremental fee upon completion of Tank 241-C-109 heel retrieval to the limits of technology.

Work scope/completion criteria: Complete waste retrieval to meet performance requirements in the Proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment.

Completion document: The submittal to DOE of material balance data and engineering calculation summary information demonstrating retrieval is complete to the Proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment requirements. If residual volume does not comply with the completion criteria, prepare and submit to DOE an impracticality evaluation in accordance with appendix B of the proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment.

PBI-2.13 CLIN 2 Completion of Retrieval Operations from Single-Shell Tank 241-C-110

Performance Fee available and assigned to this PBI: \$1,500,000

Fee Structure: Straight-Line Method (September 30, 2013)

Desired Endpoint/Outcome

Completion of tank waste retrieval activities to meet or exceed performance requirements in the "Proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment" Appendix B.

Fee Bearing Milestones

1. Complete heel retrieval of Tank 241-C-110. The Contractor shall earn \$1,500,000 of incremental fee upon completion of Tank 241-C-110 heel retrieval to the limits of technology.

Work scope/completion criteria: Complete waste retrieval to meet performance requirements in the Proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment.

Completion document: The submittal to DOE of material balance data and engineering calculation summary information demonstrating retrieval is complete to the Proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment requirements. If residual volume does not comply with the completion criteria, prepare and submit to DOE an impracticality evaluation in accordance with appendix B of the proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment.

PBI-2.14 CLIN 2 Completion of Retrieval Operations from Single-Shell Tank 241-C-111

Performance Fee available and assigned to this PBI: \$ 6,500,000

Fee Structure: Straight-Line Method (September 30, 2013)

Milestone	Fee Value
1	\$2,000,000
2	\$1,000,000
3	\$2,000,000
4	\$1,500,000
Total	\$6,500,000

Desired Endpoint/Outcome

Completion of tank waste retrieval activities to meet or exceed performance requirements in the "Proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment" Appendix B.

Fee Bearing Milestones

1. Complete waste retrieval system construction for Tank 241-C-111 and turnover to operations. The Contractor shall earn \$2,000,000 of incremental fee upon completion of construction of Tank 241-C-111 and turnover to operations.

Work scope/completion criteria: Complete waste retrieval system construction. The retrieval system must be approved by an Independent Qualified Registered Professional Engineer (IQRPE) as compliant with Washington Administrative Code (WAC) 173-303-640 as part of the completion of construction. The Construction Completion Document, Section Ia, will be completed.

Completion Document: Contractor approved, Construction Completion Document through Section Ia, with exceptions listing for completion of Tank 241-C-111 waste retrieval system construction and the ORP FPD/COR's concurrence on the exceptions listing.

2. The Contractor shall earn \$1,000,000 of incremental fee upon completing retrieval of 50% of the Waste by Volume in Tank 241-C-111.

Work scope/completion criteria: Perform waste retrieval activities to achieve 50% reduction in the initial SST waste volume. The retrieval of 50% of initial SST waste by volume shall be based on an initial volume determined from the latest BBI information or a pre-retrieval volume determination, if completed. The retrieved volume will be an estimate based on material balance calculations.

Completion document: Submittal of material balance data and engineering calculations summary information demonstrating retrieval of 50% of the initial waste volume.

3. Complete bulk retrieval of Tank 241-C-111. The Contractor shall earn \$2,000,000 incremental fee upon completion of bulk retrieval of Tank 241-C-111. In the event the initially deployed retrieval technology meets or exceeds the performance requirements of the Hanford Federal Facility Agreement then additional fee in accordance with PBI-2.14, Milestone 4 below, will also be earned.

Work scope/completion criteria: Complete bulk waste retrieval to the performance requirements of the Hanford Federal Facility Agreement or to the limits of the initially deployed waste retrieval technology.

Completion document: Submittal of material balance data and engineering calculations summary information demonstrating retrieval is complete or at the limits of the deployed technology.

4. Complete heel retrieval of Tank 241-C-111. The Contractor shall earn \$1,500,000 of incremental fee upon completion of Tank 241-C-111 heel retrieval to the limits of technology.

Work scope/completion criteria: Complete waste retrieval to meet performance requirements in the Proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment.

Completion document: The submittal to DOE of material balance data and engineering calculation summary information demonstrating retrieval is complete to the Proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment requirements. If residual volume does not comply with the completion criteria, prepare and submit to DOE an impracticality evaluation in accordance with appendix B of the proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment.

PBI-2.15 CLIN 2 Completion of Retrieval Operations from Single-Shell Tank 241-C-112

Performance Fee available and assigned to this PBI: \$ 6,500,000

Fee Structure: Straight-Line Method (September 30, 2013)

Milestone	Fee Value
1	\$2,000,000
2	\$1,000,000
3	\$2,000,000
4	\$1,500,000
Total	\$6,500,000

Desired Endpoint/Outcome

Completion of tank waste retrieval activities to meet or exceed performance requirements in the "Proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment" Appendix B.

Fee Bearing Milestones

1. Complete waste retrieval system construction for Tank 241-C-112 and turnover to operations. The Contractor shall earn \$2,000,000 of incremental fee upon completion of construction of Tank 241-C-112 and turnover to operations.

Work scope/completion criteria: Complete waste retrieval system construction. The retrieval system must be approved by an Independent Qualified Registered Professional Engineer (IQRPE) as compliant with Washington Administrative Code (WAC) 173-303-640 as part of the completion of construction. The Construction Completion Document, Section Ia, will be completed.

Completion Document: Contractor approved, Construction Completion Document through Section Ia, with exceptions listing for completion of Tank 241-C-112 waste retrieval system construction, and the ORP FPD/COR's concurrence on the exceptions listing.

2. The Contractor shall earn \$1,000,000 of incremental fee upon completing retrieval of 50% of the Waste by Volume in Tank 241-C-112.

Work scope/completion criteria: Perform waste retrieval activities to achieve 50% reduction in the initial SST waste volume. The retrieval of 50% of initial SST waste by volume shall be based on an initial volume determined from the latest BBI information or a pre-retrieval volume determination, if completed. The retrieved volume will be an estimate based on material balance calculations.

Completion document: Submittal of material balance data and engineering calculations summary information demonstrating retrieval of 50% of the initial waste volume.

4. Complete bulk retrieval of Tank 241-C-112. The Contractor shall earn \$2,000,000 incremental fee upon completion of bulk retrieval of Tank 241-C-112. In the event the initially deployed retrieval technology meets or exceeds the performance requirements of the Hanford Federal Facility Agreement then additional fee in accordance with PBI-2.15, Milestone 4 below, will also be earned.

Work scope/completion criteria: Complete bulk waste retrieval to the performance requirements of the Hanford Federal Facility Agreement or to the limits of the initially deployed waste retrieval technology.

Completion document: Submittal of material balance data and engineering calculations summary information demonstrating retrieval is complete or at the limits of the deployed technology

5. Complete heel retrieval of Tank 241-C-112. The Contractor shall earn \$1,500,000 of incremental fee upon completion of Tank 241-C-112 heel retrieval to the limits of technology.

Work scope/completion criteria: Complete waste retrieval to meet performance requirements in the Proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment.

Completion document: The submittal to DOE of material balance data and engineering calculation summary information demonstrating retrieval is complete to the Proposed Consent Decree and Tri-Party Agreement Modifications for Hanford Tank Waste Treatment requirements. If residual volume does not comply with the completion criteria, prepare and submit to DOE an impracticality evaluation in accordance with appendix B of the proposed Consent Decree and Tri-Party Agreement

PBI-2.16 CLIN 2 Complete Ventilation Stack Extensions on POR-008 and POR-003

Performance Fee available and assigned to this PBI: \$800,000

Fee Structure: Straight-Line Method (September 30, 2013)

Milestone	Fee Value
1	\$400,000
2	\$400,000
Total	\$800,000

Desired Endpoint/Outcome

Completion of design, field work, and turnover of the Single-Shell Tanks POR-008 and POR-003 exhaust stack extensions.

Although tank vapor exposure levels are significantly below action levels, the stack extension projects will improve the ability of the workers to do their jobs by increasing the height of the exhaust stack to improve dispersion of tank vapors during tank waste retrieval activities.

Fee Bearing Milestones

1. Complete tank stack extension system field installation for POR-008 and turnover to operations. The Contractor shall earn \$400,000 of incremental fee upon field completion and turnover to operations.

Work scope/completion criteria: The exhaust stack extension shall be constructed and turned over to Operations.

Completion Document: Letter transmitting the work package coversheet documenting completion and acceptance by Operation.

2. Complete tank stack extension system field installation for POR-003 and turnover to operations. The Contractor shall earn \$400,000 of incremental fee upon field completion and turnover to operations.

Work scope/completion criteria: The exhaust stack extension shall be constructed and turned over to Operations.

Completion Document: Letter transmitting the work package coversheet documenting completion and acceptance by Operation.

PBI-2.17 CLIN 2 A/AX Farm Retrieval Acceleration

Performance Fee available and assigned to this PBI: \$1,040,000

Fee Structure: Straight-Line Method (September 30, 2013)

Milestone	Fee Value
1	\$400,000
2	\$250,000
3	\$250,000
4	\$140,000
Total	\$1,040,000

Desired Endpoint/Outcome

Complete significant work scope towards accelerating A-Farm and AX-Farm retrieval activities.

Fee Bearing Milestones

1. Complete portable ventilation exhauster system refurbishment and vendor acceptance testing for two exhausters. Two exhausters are targeted for use in A-Farm and AX-Farm. The Contractor shall earn \$200,000 of incremental fee for each exhauster for a total fee potential of \$400,000 upon completing refurbishment and vendor acceptance testing.

Work scope/completion criteria: The ventilation exhausters shall be refurbished, tested, and accepted prior to deployment.

Completion Document: Letter report documenting successful acceptance testing.

2. Complete design of the HIHTL, Valve Box, Diversion Box retrieval systems for both A-Farm and AX-Farm. The Contractor shall earn \$250,000 of incremental fee upon issuing design documentation.

Work scope/completion criteria: The Contractor shall complete final design of the HIHTL, Valve Box, Diversion Box retrieval systems for both A-Farm and AX-Farm.

Completion Document: A letter report submitted to ORP, demonstrating completion of final design.

3. Complete design of the A-Farm and AX-Farm infrastructure upgrades necessary for accelerating retrieval including electrical supplies, lighting upgrades, and water/utility systems. The Contractor shall earn \$250,000 of incremental fee upon issuing design documentation.

Work scope/completion criteria: The Contractor shall complete final design of the A-Farm and AX-Farm infrastructure upgrades including electrical supplies, lighting upgrades, and water/utility systems.

Completion Document: A letter report submitted to ORP, demonstrating completion of final design.

4. Complete procurement and installation of the office infrastructure for use in A-Farm and AX-Farm. The Contractor shall earn \$140,000 of incremental fee upon delivery and installation of the office infrastructure.

Work scope/completion criteria: The Contractor shall complete procurement and installation of office infrastructure for use in A-Farm and AX-Farm.

Completion Document: Letter transmitting the work package coversheet documenting completion and acceptance by Operations.

PBI-2.18 CLIN 2 Articulating Mast System in 241-C-104

Performance Fee available and assigned to this PBI: \$1,000,000

Fee Structure: Straight-Line Method

Desired Endpoint/Outcome

An obstruction under the slurry pump has impacted the completion of 241-C-104 retrieval. Install a second retrieval technology to aid in the removal of the obstruction.

Fee Bearing Milestones

1. Complete modification design, physical modifications, and factory acceptance testing for installation of the Articulating Mast System (AMS) in 241-C-104 by September 30, 2013. The Contractor shall earn \$500,000 of incremental fee upon completion of the modification design, physical modifications and factory acceptance testing of the AMS.

Work Scope/Completion Criteria: Complete modification design, modifications and factory acceptance testing for installation of the AMS in 241-C-104.

Completion Document: Letter transmitting copy of factory acceptance testing.

2. Install the AMS into 241-C-104 to aid in the removal of an obstruction under the slurry pump, and assist completion of the sludge retrieval. Install an AMS in 241-C-104 by September 30, 2013. The Contractor shall earn \$500,000 of incremental fee upon completion of the AMS installation and turnover to operations.

Work Scope/Completion Criteria: Complete installation of the AMS into 241-C-104. Field work packages will be approved through Operations Acceptance.

Completion Document: Letter transmitting completed field work packages through Operations Acceptance.

PBI-3.1 CLIN 3 Complete Submittal of Conceptual Design Report Documentation to Support Critical Decision 1 (CD-1) for the Interim Hanford Storage Facility (IHSF)

Performance Fee available and assigned to this PBI: \$350,000

Fee Structure: Straight-Line Method (September 30, 2013)

Desired Endpoint/Outcome

Complete and submit to the U.S. Department of Energy, Office of River Protection (ORP), the IHSF Contractor-approved Conceptual Design Report in support of CD-1 documentation prescribed in DOE O 413.3A, Program and Project Management for the Acquisition of Capital Assets. The IHSF is a project that will provide for receipt and interim onsite storage of immobilized high-level waste (IHLW) canisters produced by the Waste Treatment Plant (WTP). Without this interim onsite canister storage capability, the WTP will not be able to process high-level waste.

Fee Bearing Milestones

1. Submit a Contractor-approved Conceptual Design Report in support of CD-1 documentation package for IHSF to ORP. The Contractor shall earn \$350,000 incremental fee upon completion of this milestone.

Work Scope/Completion Criteria: Complete a Contractor-approved Conceptual Design Report in support of CD-1 documentation submittal package for IHSF.

Completion Document: Letter transmitting Conceptual Design Report to ORP.

PBI-3.2 CLIN 3 Complete Submittal of Preliminary Design Documentation to Support Critical Decision 2 (CD-2) for the Interim Hanford Storage Facility (IHSF)

Performance Fee available and assigned to this PBI: \$450,000

Fee Structure: Straight-Line Method (September 30, 2013)

Desired Endpoint/Outcome

Complete and submit to the U.S. Department of Energy, Office of River Protection (ORP), the IHSF Preliminary Design in support of CD-2 documentation prescribed in DOE O 413.3A, Program and Project Management for the Acquisition of Capital Assets.

The IHSF is a project that will provide for receipt and interim onsite storage of immobilized high-level waste (IHLW) canisters produced by the Waste Treatment Plant (WTP). Without this interim onsite canister storage capability, the WTP will not be able to process high-level waste.

Fee Bearing Milestones

1. Submit a Preliminary Design package in support of CD-2 documentation package for IHSF to ORP. The Contractor shall earn \$450,000 incremental fee upon completion of this milestone.

Work Scope/Completion Criteria: Complete a Preliminary Design package in support of CD-2 documentation submittal package for IHSF.

Completion Document: Letter transmitting a Preliminary Design package to ORP.

PBI-3.3 CLIN 3 Complete Submittal of Conceptual Design Report Documentation to Support Critical Decision 1 (CD-1) for the Secondary Waste Treatment Project

Performance Fee available and assigned to this PBI: \$ 350,000

Fee Structure: Straight-Line Method (September 30, 2013)

Desired Endpoint/Outcome

Complete and submit to the U.S. Department of Energy, Office of River Protection (ORP), the Secondary Waste Treatment project contractor approved Conceptual Design Report in support of CD-1 documentation prescribed in DOE O 413.3A, Program and Project Management for the Acquisition of Capital Assets.

The Secondary Waste Treatment project will provide the capability to receive and treat secondary liquid waste produced by the Waste Treatment Plant (WTP). Without this secondary liquid waste treatment capability, the WTP will not be able to process high-level waste.

Fee Bearing Milestones

1 Submit a Contractor-approved Conceptual Design Report in support of CD-1 documentation package for the Secondary Waste Treatment project to ORP. The Contractor shall earn \$350,000 incremental fee upon completion of this milestone.

Work Scope/Completion Criteria: Complete a contractor approved Conceptual Design Report in support of CD-1 documentation submittal package for the Secondary Waste Treatment project.

Completion Document: Letter transmitting a Conceptual Design Report to ORP.

PBI-3.4 CLIN 3 Complete Submittal of Preliminary Design Documentation to Support Critical Decision 2 (CD-2) for the Secondary Waste Treatment Project

Performance Fee available and assigned to this PBI: \$ 450,000

Fee Structure: Straight-Line Method (September 30, 2013)

Desired Endpoint/Outcome

Complete and submit to the U.S. Department of Energy, Office of River Protection (ORP), the Secondary Waste Treatment Preliminary Design package in support of CD-2 documentation prescribed in DOE O 413.3A, Program and Project Management for the Acquisition of Capital Assets. The Secondary Waste Treatment project will provide the capability to receive and treat secondary liquid waste produced by the Waste Treatment Plant (WTP). Without this secondary liquid waste treatment capability, the WTP will not be able to process high-level waste.

Fee Bearing Milestones

1. Submit a Preliminary Design package in support of CD-2 documentation package for Secondary Waste Treatment to ORP. The Contractor shall earn \$450,000 incremental fee upon completion of this milestone.

Work Scope/Completion Criteria: Complete a Preliminary Design package in support of CD-2 documentation submittal package for Secondary Waste Treatment Project.

Completion Document: Letter transmitting a Preliminary Design package to ORP.

PBI-3.5 CLIN 3 AW-103 Feed Delivery System Design

Performance Fee available and assigned to this PBI: \$ 100,000

Fee Structure: Straight-Line Method (September 30, 2013)

Desired Endpoint/Outcome

Complete and submit to the U.S. Department of Energy, Office of River Protection (ORP), the AW-103 Feed Delivery System Design documentation. The AW-103 Feed Delivery System Design will support waste transfers to the Waste Treatment Plant as prescribed in the RPP-40149 Integrated Waste Feed Delivery Plan to meet the mission performance expectations of the Department as stipulated within the contract.

Fee Bearing Milestones

1. AW-103 Feed Delivery System Design. The Contractor shall earn \$100,000 of incremental fee upon completion.

Work Scope/Completion Criteria: Complete design documents for the AW-103 Feed Delivery System (Description Activity ID # JHA-931010). The documents will include the appropriate procurement/construction specifications, design drawings, and engineering change notices.

Completion Document: Letter transmitting the AW-103 Feed Delivery System Design to the ORP.

PBI-3.6 CLIN 3 AZ-101 Feed Delivery System Design

Performance Fee available and assigned to this PBI: \$ 100,000

Fee Structure: Straight-Line Method (September 30, 2013)

Desired Endpoint/Outcome

Complete and submit to the U.S. Department of Energy, Office of River Protection (ORP), the AZ-101 Feed Delivery System Design documentation. The AZ-101 Feed Delivery System Design will support waste transfers to the Waste Treatment Plant as prescribed in the RPP-40149 Integrated Waste Feed Delivery Plan to meet the mission performance expectations of the Department as stipulated within the contract.

Fee Bearing Milestones

1. AZ-101 Feed Delivery System Design. The Contractor shall earn \$100,000 of incremental fee upon completion.

Work Scope/Completion Criteria: Complete design documents for the AZ-101 Feed Delivery System (Description Activity ID # JKA-111010). The documents will include the appropriate procurement/construction specifications, design drawings and engineering change notices.

Completion Document: Letter transmitting the AZ-101 Feed Delivery System Design to the ORP.

PBI-3.7 CLIN 3 AY-102 Feed Delivery System Design

Performance Fee available and assigned to this PBI: \$ 100,000

Fee Structure: Straight-Line Method (September 30, 2013)

Desired Endpoint/Outcome

Complete and submit to the U.S. Department of Energy, Office of River Protection (ORP), the AY-102 Feed Delivery System Design documentation. The AY-102 Feed Delivery System Design will support waste transfers to the Waste Treatment Plant as prescribed in the RPP-40149 Integrated Waste Feed Delivery Plan to meet the mission performance expectations of the Department as stipulated within the contract.

Fee Bearing Milestones

1. AY-102 Feed Delivery System Design. The Contractor shall earn \$100,000 of incremental fee upon completion.

Work Scope/Completion Criteria: Complete design documents for the AY-102 Feed Delivery System (Description Activity ID # JLA-221010). The documents will include the appropriate procurement/construction specifications, design drawings, and engineering change notices.

Completion Document: Letter transmitting the AY-102 Feed Delivery System Design to the ORP.

PBI-3.8 CLIN 3 SY-102 Feed Delivery System Design

Performance Fee available and assigned to this PBI: \$ 100,000

Fee Structure: Straight-Line Method (September 30, 2013)

Desired Endpoint/Outcome

Complete and submit to the U.S. Department of Energy, Office of River Protection (ORP), the SY-102 Feed Delivery System Design documentation. The SY-102 Feed Delivery System Design will support waste transfers to the Waste Treatment Plant as prescribed in the RPP-40149 Integrated Waste Feed Delivery Plan to meet the mission performance expectations of the Department as stipulated within the contract.

Fee Bearing Milestones

1. SY-102 Feed Delivery System Design. The Contractor shall earn \$100,000 of incremental fee upon completion.

Work Scope/Completion Criteria: Complete design documents for the SY-102 Feed Delivery System (Description Activity ID # JLA-221010). The documents will include the appropriate procurement/construction specifications, design drawings, and engineering change notices.

Completion Document: Letter transmitting the SY-102 Feed Delivery System Design to the ORP.

PBI-3.9 CLIN 3 AY/AZ Ventilation System Upgrade Design

Performance Fee available and assigned to this PBI: \$100,000

Fee Structure: Straight-Line Method (September 30, 2013)

Desired Endpoint/Outcome

Complete and submit to the U.S. Department of Energy, Office of River Protection (ORP), the AY/AZ Ventilation System Design documentation. The AY/AZ Ventilation System Design will support waste transfers to the Waste Treatment Plant as prescribed in the RPP-40149 Integrated Waste Feed Delivery Plan to meet the mission performance expectations of the Department as stipulated within the contract.

Fee Bearing Milestones

1. AY/AZ Ventilation System Upgrade Design

The Contractor shall earn \$100,000 of incremental fee upon completion.

Work Scope/Completion Criteria: Complete Design documents for the AY/AZ Ventilation System Upgrade Design. The documents will include the appropriate procurement/construction specifications, design drawings, and engineering change notices.

Completion Document: Letter transmitting the AY/AZ Ventilation System Upgrade Design to the ORP.

PBI-3.10 CLIN 3 SY Farm Infrastructure Design

Performance Fee available and assigned to this PBI: \$ 100,000

Fee Structure: Straight-Line Method (September 30, 2013)

Desired Endpoint/Outcome

Complete and submit to the U.S. Department of Energy, Office of River Protection (ORP), the SY Farm Infrastructure Design documentation. The SY Infrastructure Design will support waste transfers to the Waste Treatment Plant as prescribed in the RPP-40149 Integrated Waste Feed Delivery Plan to meet the mission performance expectations of the Department as stipulated within the contract.

Fee Bearing Milestones

1. SY Farm Infrastructure Design

The Contractor shall earn \$100,000 of incremental fee upon completion.

Work Scope/Completion Criteria: Complete Design documents for the SY Farm Infrastructure Design (Description Activity ID # JLA-241010). The documents will include the appropriate procurement/construction specifications, design drawings and engineering change notices.

Completion Document: Letter transmitting the SY Farm Infrastructure Design to the ORP.

PBI-3.11 CLIN 3 AW Farm Infrastructure Design

Performance Fee available and assigned to this PBI: \$ 125,000

Fee Structure: Straight-Line Method (September 30, 2013)

Desired Endpoint/Outcome

Complete and submit to the U.S. Department of Energy, Office of River Protection (ORP), the AW Farm Infrastructure Design documentation. The AW Infrastructure Design will support waste transfers to the Waste Treatment Plant as prescribed in the RPP-40149 Integrated Waste Feed Delivery Plan to meet the mission performance expectations of the Department as stipulated within the contract.

Fee Bearing Milestones

1. AW Farm Infrastructure Design

The Contractor shall earn \$125,000 of incremental fee upon completion.

Work Scope/Completion Criteria: Complete Design documents for the AW Farm Infrastructure Design (Description Activity ID # JLA-241010). The documents will include the appropriate procurement/construction specifications, design drawings and engineering change notices.

Completion Document: Letter transmitting the AW Farm Infrastructure Design to the ORP.

PBI-3.12 CLIN 3 AP Farm Infrastructure Design

Performance Fee available and assigned to this PBI: \$ 100,000

Fee Structure: Straight-Line Method (September 30, 2013)

Desired Endpoint/Outcome

Complete and submit to the U.S. Department of Energy, Office of River Protection (ORP), the AP Farm Infrastructure Design documentation. The AP Infrastructure Design will support waste transfers to the Waste Treatment Plant as prescribed in the RPP-40149 Integrated Waste Feed Delivery Plan to meet the mission performance expectations of the Department as stipulated within the contract.

Fee Bearing Milestones

1. AP Farm Infrastructure Design

The Contractor shall earn \$100,000 of incremental fee upon completion.

Work Scope/Completion Criteria: Complete Design documents for the AP Farm Infrastructure Design (Description Activity ID # JLA-241010). The documents will include the appropriate procurement/construction specifications, design drawings and engineering change notices.

Completion Document: Letter transmitting the AP Farm Infrastructure Design to the ORP.

PBI-3.13 CLIN 3 Modeling and Planning to Establish RPP Technical Baseline (System Plan)

Performance Fee available and assigned to this PBI: \$3,000,000

Fee Structure: Terminal (September 30, 2013)

Desired Endpoint/Outcome

Complete and submit to the U.S. Department of Energy, Office of River Protection (ORP), the annual updates of the RPP System Plan to reflect assumptions approved by the U.S. Department of Energy Office of River Protection and Hanford Tank Waste Operations Simulator modeling results. The annual updates will support waste transfers to the Waste Treatment Plant as prescribed in the RPP-40149 Integrated Waste Feed Delivery Plan to meet the mission performance expectations of the Department as stipulated within the contract.

Fee Bearing Milestones

1. Submit annual RPP System Plan revision. The Contractor shall earn \$750,000 per submittal of incremental fee upon completion of each annual update (total of \$3,000,000 available incremental fee).

Work scope/completion criteria: Annual updates of the RPP System Plan to reflect assumptions approved by the U.S. Department of Energy Office of River Protection and Hanford Tank Waste Operations Simulator modeling results.

Completion documents: Letter transmitting Contractor-approved RPP System Plan annual update to the ORP.

PBI-3.14 CLIN 3 Issuance of the first Tank Waste Characterization Report

Performance Fee available and assigned to this PBI: \$ 250,000

Fee Structure: Straight-Line Method (September 30, 2013)

Desired Endpoint/Outcome

Completion of the initial release of the Tank 241-C-107 Waste Characterization Report will provide an expert engineering evaluation of the waste characteristics by combining process knowledge and available waste sample results. The short and long term strategic planning and support activities are completed in a manner that incrementally improves mission performance.

Fee Bearing Milestones

1. Issuance of the first tank waste characterization report (Tank 241-C-107 Waste Characterization Report). The Contractor shall earn \$250,000 of incremental fee upon completion.

Work Scope/Completion Criteria: Complete the initial release of the Tank 241-C-107 Waste Characterization Report. The Waste Characterization Report will provide an expert engineering evaluation of the waste characteristics by combining process knowledge and available waste sample results. The report (along with the BBI derivation document for the tank) will become the single-point reference for the current knowledge of waste in a tank. This report is the first of this series, so this report will set the standard for future tank characterization reports.

Completion Document: The Tank 241-C-107 Waste Characterization Report released as a WRPS technical document.

PBI-3.15 CLIN 3 Data Quality Objective for Strategic Plan

Performance Fee available and assigned to this PBI: \$250,000

Fee Structure: Straight-Line Method (September 30, 2013)

Desired Endpoint/Outcome

Complete and submit to the U.S. Department of Energy, Office of River Protection (ORP), the Data Quality Objectives to Support Strategic Planning. The data quality objects supports the data collection needed for strategic planning and mission analysis.

Fee Bearing Milestones

1. Data Quality Objectives to Support Strategic Planning. The Contractor shall earn \$250,000 of incremental fee upon completion.

Work Scope/Completion Criteria: Complete Revision 0 of the data quality objective document that supports the data collection needed for strategic planning and mission analysis.

Issues, including uncertainties and risks, associated with tank waste composition were identified during the waste treatment complex mission analysis and strategic planning process. These issues may have significant impacts on operations and efficiencies in the waste treatment complex. This document is important to ensure appropriate data (type, quantity, and quality) are collected to address the identified issues requiring existing tank waste data to evaluate and to project the future condition of the staged waste.

Completion Document: Letter transmitting completion and release of the document *Data Quality Objectives to Support Strategic Planning*.

PBI-3.16 CLIN 3 Best Basis Database Management

Performance Fee available and assigned to this PBI: \$800,000

Fee Structure: Terminal Method (due 15 days after the end of each Quarter through September 30, 2013)

Desired Endpoint/Outcome

Complete and submit to the U.S. Department of Energy, Office of River Protection (ORP), the best basis inventory reports to support strategic planning. The data quality objects supports the data collection needed for strategic planning and mission analysis.

Fee Bearing Milestones

1. Prepare and submit best basis inventory update reports on a quarterly basis. The Contractor shall earn \$50,000 of incremental fee upon completion of each quarterly update report (total \$800,000 available of incremental fee).

Work Scope/Completion Criteria: Complete quarterly update of the best basis inventory report.

Completion Document: Letter transmitting the best basis inventory update reports.

PBI-3.17 CLIN 3 Waste Treatment Plant Operational Readiness Evaluation

Performance Fee available and assigned to this PBI: \$2,000,000

Fee Structure: Terminal Method (Due 15 days after the end of the Semi-Annual timeframe through September 30, 2013)

Desired Endpoint/Outcome

Complete and submit to the U.S. Department of Energy, Office of River Protection (ORP), the Waste Treatment Plant Operational Readiness Evaluation reports on a semi-annual basis. The Waste Treatment Plant Operational Readiness Evaluations support the Contractor's verification of no deficiencies affecting successful operational readiness of the Waste Treatment Plant.

Fee Bearing Milestones

1. Prepare and submit the Waste Treatment Plant Operational Readiness Evaluation reports on a semi-annual basis. The Contractor shall earn \$250,000 of incremental fee upon completion of each semi-annual update (total \$2,000,000 available of incremental fee).

Work Scope/Completion Criteria: Complete the semi-annual Waste Treatment Plant Operational Readiness Evaluation that supports the WTP mission.

Completion Document: Letter transmitting the Waste Treatment Plant Operational Readiness Evaluation report.

PBI-3.18 CLIN 3 Complete Submittal of Documentation to Support Critical Decision 0 (CD-0) for the Supplemental Treatment Project

Performance Fee available and assigned to this PBI: \$300,000

Fee Structure: Straight-Line Method (September 30, 2013)

Desired Endpoint/Outcome

Submit to the U.S. Department of Energy, Office of River Protection (ORP), a Justification of Mission Need (JMN) document to support the CD-0 review and approval process for the Supplemental Treatment Project. The JMN shall be written in accordance with the requirements of DOE G 413.3-17, Mission Need Statement Guide. The Supplemental Treatment Project will provide additional processing capability for low activity waste (LAW).

Fee Bearing Milestones

1. Submit JMN for Supplemental Treatment Project to ORP. The Contractor shall earn \$300,000 incremental fee upon completion of this activity.

Work Scope/Completion Criteria: Complete submittal of a JMN document, written in accordance with the requirements of DOE G 413.3-17, Mission Need Statement Guide, to ORP for their use in the CD-0 review and approval process.

Completion Document: Letter transmitting the Supplemental Treatment Project Justification of Mission Need (JMN) to ORP.

PBI-3.19 CLIN 3 Complete Submittal of Conceptual Design Report Documentation to Support Critical Decision 1 (CD-1) for the Supplemental Treatment Project

Performance Fee available and assigned to this PBI: \$750,000

Fee Structure: Straight-Line Method (September 30, 2013)

Desired Endpoint/Outcome

Complete and submit to the U.S. Department of Energy, Office of River Protection (ORP), the Supplemental Treatment Contractor-approved Conceptual Design Report in support of CD-1 documentation prescribed in DOE O 413.3A, Program and Project Management for the Acquisition of Capital Assets. The Supplemental Treatment Project will provide additional processing capability for low activity waste (LAW).

Fee Bearing Milestones

1. Submit a Contractor-approved Conceptual Design Report in support of CD-1 documentation package for Supplemental Treatment Project to ORP. The Contractor shall earn \$750,000 incremental fee upon completion of this milestone.

Work Scope/Completion Criteria: Complete a Contractor-approved Conceptual Design Report in support of CD-1 documentation submittal package for Supplemental Treatment Project.

Completion Document: Letter transmitting Conceptual Design Report to the ORP.

PBI-3.20 CLIN 3 Flowsheet Development

Performance Fee available and assigned to this PBI: \$127,500

Fee Structure: Terminal Method (09/30/2010)

Desired Endpoint/Outcome

Develop preliminary flowsheets for Waste Feed Delivery, Single-Shell Tank (SST) Retrieval, and Supplemental Treatment.

Fee Bearing Milestones

1. Develop preliminary flowsheets for Waste Feed Delivery and SST Retrieval and perform a feed variability analysis for Supplemental Treatment by September 30, 2010. The Contractor shall earn \$127,500 of incremental fee.

Work Scope/Completion Criteria: Complete a flowsheet for delivery of HLW and LAW Hot Commissioning feed from double-shell tank AY-102 to the Waste Treatment Plant (WTP), a preliminary retrieval flowsheet that identifies potential flowsheet risks and risk mitigation activities for the next SST farms to be retrieved (A Farm and AX Farm), and a fluidized bed steam reformer feed variability analysis to support the WTP mission.

Completion Document: Letter transmitting the reports for the Waste Feed Delivery, Single-Shell Tank (SST) Retrieval, and Supplemental Treatment.

PBI-3.21 CLIN 3 Life-Cycle Cost Model

Performance Fee available and assigned to this PBI: \$67,500

Fee Structure: Terminal Method (09/30/2010)

Desired Endpoint/Outcome

Complete Phase 1 of the Life-cycle Cost Model development.

Fee Bearing Milestones

1. Complete Phase 1 of the Life-cycle Cost Model development by September 30, 2010. The Contractor shall earn \$67,500 of incremental fee.

Work Scope/Completion Criteria: Complete Phase 1 of the Life-cycle Cost Model (LCM) development. This model is required to support the revised TPA milestones for System Planning in FY2011 and beyond. Phase 1 will develop a database for importing and exporting schedule and cost data from the HTWOS model and develop requirements in a Model Modification Request for implementing the LCM. The database will establish the initial crosstalk between Primavera P6 scheduling software and the HTWOS model.

Completion Document: Letter transmitting a Model Modification Request for implementing the Life-cycle Cost model into HTWOS.

PBI-3.22 CLIN 3 Solid-Phase Aluminum Speciation

Performance Fee available and assigned to this PBI: \$48,000

Fee Structure: Terminal Method (09/30/2010)

Desired Endpoint/Outcome

The speciation of aluminum in saltcake and sludges in all single-shell and double-shell tanks except those tanks where retrieval is complete is documented.

Fee Bearing Milestones

1. By September 30, 2010, estimate the aluminum species in sludge and saltcakes in the double-shell and single-shell tanks and submit report documenting the specific of aluminum in salt cake and sludges in all Single-shell and Double-shell tanks (except those tanks where retrieval is complete). The Contractor shall earn \$48,000 of incremental fee upon completion of the report.

Work Scope/Completion Criteria: This task will be to estimate the aluminum species in sludge and saltcakes in the double-shell and single-shell tanks. Specifically, this task will be to write a report that divides aluminum in solid phases between three different pools. These pools are: "easy to leach" aluminum, Boehmite (AlOOH), and refractor aluminum. These three pools correspond to aluminum fractions that behave differently during retrieval and leaching. "Easy to Leach" aluminum corresponds to aluminum that will be assumed to obtain solid-liquid chemical equilibrium during waste processing time frame. The "Boehmite" pool is defined as aluminum that only dissolves during caustic leaching process and never re-precipitates (consistent with the known behavior of the mineral boehmite in the waste). The "Refractory Aluminum" pool is aluminum that is expected to always remain in the solid phase during aqueous processing of the waste. This report will provide the speciation of the aluminum into pools, and will provide the methodology for doing so. This work is needed to provide a basis for predicting the partitioning of aluminum during waste treatment processes.

Completion Document: Letter transmitting a report documenting the speciation of aluminum in saltcake and sludges in all Single-shell and Double-shell tanks except those tanks where retrieval is complete.

PBI-3.23 CLIN 3 Integrated Sample Analysis Plan

Performance Fee available and assigned to this PBI: \$41,500

Fee Structure: Terminal Method (09/30/2010)

Desired Endpoint/Outcome

An integrated sample analysis plan for Fiscal Year (FY) 2011 for the double-shell, single-shell, and miscellaneous waste storage tanks is developed.

Fee Bearing Milestones

1. Submit an Integrated Sample Analysis Plan for FY 2011 by September 30, 2010. The Contractor shall earn \$41,500 of incremental fee upon completion of the plan.

Work Scope/Completion Criteria: This task will be to develop an integrated sample analysis plan for FY 2011 for the double-shell, single-shell, and miscellaneous waste storage tanks. This plan will include the samples required for FY 2011, their drivers, applicable data quality objectives (DQOs), and associated schedule. The plan will also include a forecast of the sampling requirements for FY 2012 through 2016. These sampling events include grab samples, core samples, off-riser samples, vapor samples, and solids level measurements. Any new DQOs required for the post 2011 sampling events will also be listed and the schedule for their completion also provided.

Completion Document: Letter transmitting an Integrated Sample Analysis Plan for FY 2011.

PBI-3.24 CLIN 3 Mission Analysis Report Updated

Performance Fee available and assigned to this PBI: \$37,500

Fee Structure: Terminal Method (09/30/2010)

Desired Endpoint/Outcome

Issue a revised RPP Mission Analysis Report that provides assurance that the new initiatives are properly integrated into the baseline RPP mission architecture.

Fee Bearing Milestones

1. Submit the annual update of the RPP Mission Analysis Report, RPP-RPT-41742 by September 30, 2010. The Contractor shall earn \$37,500 of incremental fee upon completion of the report.

Work Scope/Completion Criteria: Complete the annual update of the RPP Mission Analysis Report, RPP-RPT-41742. The initial revision of the RPP Mission Analysis Report was completed in September 2009. Subsequent to that, significant new initiatives have been proposed to complete the RPP mission earlier and at a lower cost. An update to the RPP Mission Analysis Report is required to incorporate those initiatives as they are approved for implementation. This provides assurance that the new initiatives are properly integrated into the baseline RPP mission architecture.

Completion Document: Letter transmitting a revised RPP Mission Analysis Report (RPP-RPT-41742, Revision 1).

PBI-Reserved - Unallocated Base Period Fee

Performance Fee available and not allocated to a performance measure:

Total unallocated fee:	\$2,768,000
Base unallocated fee:	\$2,768,000
ARRA unallocated fee:	\$ 0

Fee Structure: Method to be determined

Fee will be allocated to award fee or additional performance based incentives as the need is identified before the end of fiscal year 2012 for base fee, and before the end of FY 2011 for ARRA fee.

PBI-7.1 CLIN 7 American Recovery and Reinvestment Act (ARRA) Program Reporting

Performance Fee available and assigned to this PBI: \$869,652 (5% of Available ARRA Fee Pool for FY 2010 and FY 2011)

Fee Structure: Terminal Method (Periodic deliverables through 9/30/2011)

Desired Endpoint/Outcome:

Accurate and timely reporting of ARRA activities. Delivery of the weekly, monthly, and quarterly ARRA Program Reports.

Fee Payment Schedule

The formula for applying this method is shown below:

Fee to be paid quarterly with the completion and submittal of

- Twelve (12) weekly reports,
- Six (6) monthly reports and
- Two (2) quarterly reports.

Fee calculation for each quarter payment is the FY 2010/FY 2011 ARRA Fee Pool dollars times 5% divided by eight quarters. (\$108,706 per quarter)

Fee earning per quarter is weighted as

- 20% Weekly Reports (\$21,741/12 weekly reports = \$1811.75 per report)
- 60% Monthly Reports (\$65,224/6 monthly reports = \$10,870.75 per report)
- 20% Quarterly Reports (\$21,741/2 Quarterly reports = \$10,870.50 per report)

Fee Bearing Milestones

Weekly reports include:

- WRPS ARRA Weekly Performance Report submitted on Wednesday of each week, except for Thanksgiving and Christmas weeks.

Monthly reports include:

- WRPS Monthly ARRA Performance Report submitted the last Tuesday of each month.
- EM RA Status and Projected Site Headcount and Full-Time Equivalent (FTE) Information.

Quarterly reports include:

- WRPS Quarterly ARRA Performance Report submitted the last calendar day of the following month.
- Input to the federal reporting.gov website by the tenth calendar day of the month following the end of the quarter.

Work Scope/Completion Criteria: Submittal of weekly, monthly and quarterly reports to the ORP as outlined above.

Completion Document: Completion documentation will be the weekly, monthly and quarterly reports.

PBI-7.2 CLIN 7 ARRA Key Performance Parameters

Performance Based Incentive (PBI) Title: Completion of Key Performance Parameters (KPP) associated with ARRA scope work for FY 2010 through FY 2011

Performance Fee available and assigned to this PBI: \$16,523.348

Milestone	Total
See Attachment	\$16,523,348
Total	\$16,523,348

Fee Structure: Terminal and Provisional Dependent

KPPs 1 through 8 are Terminal Method, with periodic deliverables through September 30, 2011, KPP 9 is Provisional Dependent, upon completion of KPPs 1 through 8

Desired Endpoint/Outcome

ARRA funded activities and defined work packages are successfully completed within approved cost and schedule. The successful completion of each KPP.

Fee Payment Schedule

KPP groupings are defined in the KPP American Recovery and Reinvestment Act (ARRA) Rate Schedule. The fee unit rate is defined by the Total Fee Value divided by the quantity identified in the KPP ARRA Rate Schedule. Fee calculation will be based on the completed performance measure/metric quantity(s) for that quarter multiplied by the fee unit rate. On a quarterly basis a milestone completion document for each of the performance measure/metric quantity(s) completed will be submitted for review and approval by the Office of River Protection (ORP). Fee associated with KPP 9, Waste Feed Preps and Project Closeout, cannot be earned until all other KPPs specified in the KPP ARRA Rate Schedule have been completed.

Fee Bearing Milestones

1. Complete the KPPs identified in the attached KPP ARRA Rate Schedule and performance measure/metric quantity(s). Contractor shall earn incremental fee for each unit of work completed during the quarter.

Work Scope/Completion Criteria: For each performance measure/metric quantity the completion criterion is defined in the "Completion Evidence" column of the KPP ARRA Rate Schedule. When the completion criterion for a performance measure/metric quantity is completed, the PBI for that performance measure/metric quantity is complete

Completion Document: Submittal of Work Completion packages, as specified in the "Completion Evidence" column of the KPP ARRA Rate Schedule, and visual inspection by ORP.

Attachment

KPP ARRA Rate Schedule

Key Performance Parameter (KPP)	Completion Evidence	Performance Measure/Metric	QTY	Total Fee Value (1,000)
1. Facility/Structure Upgrades	Upgrades installed in the field	Each facility/structure will be received/ installed/upgraded	10	\$1,565,390
2. System Upgrades	Upgrades installed in the field	Each system will be received/ installed/upgraded	21	\$3,600,408
3. Equipment/instrument upgrades/Spares	Equipment/Instruments/Upgrades/Spares are installed or received into warehouse (spares)	Each equipment upgrade will be received, refurbished or installed except spare parts will be received into warehouse	384	\$3,913,344
4. D&D	System/Component Removed	Items will be removed/demolished	47	\$1,095,899
5. System Demonstrations	Test Completion Report Issued	Individual Demonstrations are completed	6	\$2,817,696
6. SY Farm Transfer Line Replacements	New Transfer Lines installed and construction complete (SL-180, SN-280, SI-177, SN-277, SN-278, SN-279, SN 285 and SN-286)	Replace 8 transfer lines	1	\$1,200,000
7. AZ Condensate Line Installation	New Condensate Line installed and construction complete	New line Installed	1	\$699,053
8. Drawing Reconstitution	Updated drawings electronically stored in IDMS system	Drawings field walked down, open ECN incorporated, and drawings revised and checked.	2171	\$939,218
9. Waste Feed Preps and Project Closeout	Equipment, Instruments, Upgrades, Demos, Drawings and tests are complete, installed and reports/drawings issued	Installations, reports and drawing are issued	660	\$692,340
				\$16,523,348

PBI-7.3 CLIN 7 ARRA AW-104 Corrosion Probe

Performance Fee available and assigned to this PBI: \$253,000

Fee Structure: Terminal Method (September 30, 2011)

Desired Endpoint/Outcome

ARRA funded activities and defined work scope are successfully completed within approved cost and schedule, and the successful completion of each ARRA PBI milestone.

Fee Bearing Milestones

1. Design, fabricate, and install a corrosion probe in AW-104 by September 30, 2011. The Contractor shall earn \$253,000 of incremental fee upon completion of installation of the corrosion probe in AW-104.

Work Scope/Completion Criteria: Design, fabricate, and install corrosion probe in AW-104.

Completion Document: Letter transmitting performance expectation completion notice and copy of operations acceptance checklist from the installation work package documenting successful installation.

PBI-7.4 CLIN 7 ARRA TY Farm Barrier

Performance Fee available and assigned to this PBI: \$700,000

Fee Structure: Terminal Method (September 30, 2011)

Desired Endpoint/Outcome

ARRA funded activities and defined work scope are successfully completed within approved cost and schedule, and the successful completion of each ARRA PBI milestone.

Fee Bearing Milestones

1. Complete construction of the TY farm barrier. The Contractor shall earn \$500,000 of incremental fee upon completion of construction of the barrier.

Work Scope/Completion Criteria: Complete construction of the TY farm barrier. The Complete Construction Completion Document approved through Section 1a, "Completion of Construction and Construction Acceptance Testing," will be issued.

Completion Document: Letter transmitting the Construction Completion Document approved through Section 1a, "Completion of Construction and Construction Acceptance Testing."

2. Complete construction of the TY farm basin. The Contractor shall earn \$200,000 of incremental fee upon completion of construction of the TY farm basin.

Work Scope/Completion Criteria: Complete construction of the TY farm basin. The Complete Construction Completion Document approved through Section 1a, "Completion of Construction and Construction Acceptance Testing," will be issued.

Completion Document: Letter transmitting the Construction Completion Document approved through Section 1a, "Completion of Construction and Construction Acceptance Testing."

PBI-7.5 CLIN 7 ARRA Mobile Arm Retrieval System Testing

Performance Fee available and assigned to this PBI: \$895,000

Fee Structure: Terminal Method (September 30, 2011)

Desired Endpoint/Outcome

ARRA funded activities and defined work scope are successfully completed within approved cost and schedule, and the successful completion of each ARRA PBI milestone.

Fee Bearing Milestones

1. Complete the proof of principal testing of the Mobile Arm Retrieval System (MARS) to validate performance of key components and demonstrate systems unique to the vacuum configuration can be run in a sustained manner by September 30, 2010. The Contractor shall earn \$395,000 of incremental fee upon completion of the proof of principal testing.

Work Scope/Completion Criteria: Complete test report documenting completion of the proof of principal testing to validate performance of key components and systems. This testing will demonstrate the control system is capable of maintaining simulant levels in the separation tank during sustained operation.

Completion Document: Letter transmitting the proof of principal testing test report.

2. Complete the integrated testing of the MARS vacuum system by September 30, 2011. The Contractor shall earn \$500,000 of incremental fee upon completion of the integrated testing.

Work Scope/Completion Criteria: Complete the integrated testing of the MARS vacuum system and issue a final test report.

Completion Document: Letter transmitting the final test report issued.

PBI-7.6 CLIN 7 ARRA AP Cathodic Protection

Performance Fee available and assigned to this PBI: \$248,000

Fee Structure: Terminal Method (September 30, 2011)

Desired Endpoint/Outcome

ARRA funded activities and defined work scope are successfully completed within approved cost and schedule, and the successful completion of each ARRA PBI milestone.

Fee Bearing Milestones

1. Complete AP cathodic protection program system plan by September 30, 2011. The Contractor shall earn \$248,000 of incremental fee upon completion of the plan.

Work Scope/Completion Criteria: Complete AP cathodic protection program system plan.

Completion Document: Letter transmitting performance expectation completion notice and copy of the work package signature page documenting successful completion of the AP cathodic protection.

Attachment 5

**Section J, Attachment J.15, American Recovery and Reinvestment Act (ARRA)
Scope and End-State Milestones, Modification 72 (5 pages total).**

**ATTACHMENT J.15
 AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) SCOPE AND END-STATE
 MILESTONES**

Analytical Building Block	Contract Line Item Number	Scope	Date*	Completion End Point(s)
RA-1 Tank Farm Infrastructure Upgrades	Sub-CLIN 7.1	AP/SY Ventilation Design and Fabrication	Sep – 11	Fabrication complete.
RA-1 Tank Farm Infrastructure Upgrades	Sub-CLIN 7.1	SY Electrical Upgrades	Sep – 11	Upgrades complete.
RA-1 Tank Farm Infrastructure Upgrades	Sub-CLIN 7.1	Valve Funnel Replacement	Sep – 11	Installation complete.
RA-1 Tank Farm Infrastructure Upgrades	Sub-CLIN 7.1	AP Valve Pit Jumpers	Sep – 11	Installation complete.
RA-1 Tank Farm Infrastructure Upgrades	Sub-CLIN 7.1	AP Level Rise Construction Modifications	Oct – 10	Construction Modifications complete.
RA-1 Tank Farm Infrastructure Upgrades	Sub-CLIN 7.1	AZ Farm Control System Upgrade	July – 11	Installation complete.
RA-1 Tank Farm Infrastructure Upgrades	Sub-CLIN 7.1	Other Tank/Farm Upgrades (multiple subprojects) 1. ENRAF [®] upgrades. 2. Ventilation system reliability study. 3. Obsolete tank farm equipment removal. 4. Decon trailer procurement.	Aug – 11 Sep – 09 Sep – 11 Sep – 10	Upgrades complete. Vent system reliability study complete. Equipment removed. System received.
RA-1 Tank Farm Infrastructure Upgrades	Sub-CLIN 7.1	DST Upgrades/Life Extension (multiple subprojects) 1. Issue DSTIP lab report. 2. Fabricate and install AN-107 corrosion probe. 3. Cathodic protection modifications/adjustments.	Dec – 10 Oct – 10 Sep – 11	Issue report. Installation complete. Adjustments complete.
RA-1 Tank Farm Infrastructure Upgrades	Sub-CLIN 7.1	SST Life Extension 1. Replace radial filters. 2. Remove obsolete SST equipment. 3. Complete SST electrical system upgrades.	Aug – 11 Aug – 11 Aug – 11	Radial filters replaced. Equipment removed. Upgrades complete.

Analytical Building Block	Contract Line Item Number	Scope	Date*	Completion End Point(s)
RA-1 Tank Farm Infrastructure Upgrades	Sub-CLIN 7.1	Removal of Tank Farm Equipment and Facilities that are out of Service 1. SY-271 Auxiliary Building. 2. SY-271 Standby Diesel Generator. 3. 242-T Evaporator HEPA Filters. 4. P-28 Exhauster.	Sep - 09	Building removed.
			Sep - 09	Generator removed.
			Sep - 09	Filters removed.
			Sep - 09	Exhauster removed
RA-1 Tank Farm Infrastructure Upgrades	Sub-CLIN 7.1	NEC Resolution and Electrical Modifications	Nov - 09	Construction complete
RA-1 Tank Farm Infrastructure Upgrades	Sub-CLIN 7.1	Replace 10 Drains Seals in DST valve/pump boxes	Nov - 09	Construction complete
RA-1 Tank Farm Infrastructure Upgrades	Sub-CLIN 7.1	Statements of Work 1. Valve Funnel Replacement.	Dec - 09	Statement of work complete.
RA-2 Other Infrastructure Upgrades	Sub-CLIN 7.3	Wiped Film Evaporator 1. Small-scale demonstration. 2. Full-scale demonstration.	Sep - 10	Small-scale demonstration complete.
			Sep - 11	Full-scale demonstration complete.
RA-2 Other Infrastructure Upgrades	Sub-CLIN 7.1	Core Sampling System	Sep - 11	System received.
RA-3 Facilities Upgrades	Sub-CLIN 7.1	242-A Upgrades/Operation 1. Refurbish pump PB-1. 2. Electrical panel replacement/repair. 3. Decontaminate condenser room. 4. Evaporator Compressors. 5. Raw water service building upgrade.	Mar - 11	Pump refurbished.
			Sep - 11	Panel replaced/repared.
			Dec - 09	Decontamination complete.
			Sep - 09	Compressor installation complete.
			Feb - 10	Upgrade complete.
RA-3 Facilities Upgrades	Sub-CLIN 7.1	242-A Upgrades/Life Extension (multiple subprojects) 1. Install exhaust skid. 2. Replace instruments.	Sep - 11	Exhauster replaced.
			Jan - 11	Instruments installed.

Analytical Building Block	Contract Line Item Number	Scope	Date*	Completion End Point(s)
		3. Process condensate leak detection upgrades.	Sep – 10	Condensate leak detection system upgraded / Construction Complete
		4. Asbestos abatement.	Jan – 11	Abatement complete.
RA-3 Facilities Upgrades	Sub-CLIN 7.2	222-S Instrument Upgrades 1. Statements of Work for Priority Instruments (alpha energy analyzer, gamma energy analyzer, liquid chromatograph/mass spectrometer, ion chromatograph).	Sep – 11 Sep – 09	Instruments upgraded. Statements of work complete.
RA-3 Facilities Upgrades	Sub-CLIN 7.2	222-S Life Extensions (multiple subprojects) 1. Roof replacement. 2. Conditioned storage addition. 3. Replace HPT support facilities. 4. Replace mobile office. 5. Replace HVAC control system. 6. Renovate rooms. 7. Upgrade stairway access.	Nov – 10 Oct – 10 Sep – 10 Aug – 11 Sep – 11 Sep – 11 Sep – 09	222-S roof replaced. Conditioned storage facility constructed. Facility constructed. Office constructed. Control system installed. 222-S rooms upgraded. Stairway access meets current building code.
RA-3 Facilities Upgrades	Sub-CLIN 7.2	222-S Upgrades (multiple subprojects) 1. Upgrade HVAC system to electric. 2. Increase HLAN speed. 3. Room HVAC upgrades. 4. Back-up compressed air system. 5. As-built electrical drawings. 6. Update PAX system.	Sep – 11 Sep – 09 Sep – 11 Jul – 10 Jul – 11 Jun – 11	Conversion to electric heat complete. HLAN upgraded. HVAC for rooms upgraded. Air system installed. Drawings updated. PAX system upgraded.
		7. Lighting upgrades.	Sep – 11	Light systems replaced.
		8. Access to fan deck upgrade.	Sep – 09	New access provided.
		9. Demolish MO-924.	Sep – 09	MO-924 demolished.
RA-3 Facilities Upgrades	Sub-CLIN 7.5	Effluent Treatment Facility (Grout and Waste Form Testing)		

Analytical Building Block	Contract Line Item Number	Scope	Date*	Completion End Point(s)
		1. Test glass formulations for technetium retention.	Sep – 11	Issue final report.
		2. Short-term leaching tests of grout formulations to solidify ETF waste streams.	Sep – 11	Issue final report.
RA-4 Waste Feed Infrastructure Upgrades	Sub-CLIN 7.1	DST Control Systems Update	Sep – 11	Control systems installed.
RA-4 Waste Feed Infrastructure Upgrades	Sub-CLIN 7.1	Exhauster D&D (AW/AN)	Aug – 11	Exhausters removed.
RA-4 Waste Feed Infrastructure Upgrades	Sub-CLIN 7.3	AZ Condensate Line Upgrade	Feb – 11	Upgrades complete.
RA-4 Waste Feed Infrastructure Upgrades	Sub-CLIN 7.3	AW COB Isolation and Removal	May – 11	Construction complete.
RA-4 Waste Feed Infrastructure Upgrades	Sub-CLIN 7.3	Mixer Pump Design	Mar – 11	Mixer pump design complete.
RA-4 Waste Feed Infrastructure Upgrades	Sub-CLIN 7.3	Tank Waste Mixing Demonstrations		
		1. Complete small-scale mixing demonstration and submit draft report to DOE-ORP.	Sep – 10	Draft small-scale mixing demo report.
		2. Complete test loop demonstration and submit draft report to DOE-ORP.	Jan – 11	Draft test loop demonstration report.
		3. Complete small-scale sampling demonstration and submit draft report to DOE-ORP.	Jun – 11	Draft small-scale sampling demonstration report.
RA-4 Waste Feed Infrastructure Upgrades	Sub-CLIN 7.3	AW D&D (SHMS-GCS Removal)	May – 11	Equipment Removal complete.
RA-4 Waste Feed Infrastructure Upgrades	Sub-CLIN 7.3	SY-102 D&D (SHMS-GCS Removal)	Dec – 10	Equipment Removal complete.
RA-4 Waste Feed Infrastructure Upgrades	Sub-CLIN 7.3	Strategic Planning – Process Control Flow Sheets Complete for First 3 WTP Feed Tanks	Sep – 11	Flow sheet complete.
RA-4 Waste Feed Infrastructure Upgrades	Sub-CLIN 7.3	Waste Feed Delivery – Pre-Design/Design Activities for Waste Feed Delivery	Sep – 11	Design review complete.
RA-4 Waste Feed Infrastructure Upgrades	Sub-CLIN 7.3	Statements of Work and Procurement Specifications		
		1. Prepare SOW for Exhauster D&D.	Dec – 09	Statement of work prepared.

Analytical Building Block	Contract Line Item Number	Scope	Date*	Completion End Point(s)
		2. Complete Mixer Pump Procurement Specification.	Dec - 09	Procurement Specification prepared.
RA-5 Waste Feed Transfer Line Upgrades	Sub-CLIN 7.3	Transfer Line Upgrades – SL-177/SN-277 and SL-180/SN-280	Aug - 11	Construction complete.
RA-5 Waste Feed Transfer Line Upgrades	Sub-CLIN 7.3	Transfer Line Upgrades – SN-278/SN-279 and SN-285/SN-286	Sep - 11	Construction complete.
RA-5 Waste Feed Transfer Line Upgrades	Sub-CLIN 7.3	Design	Dec - 09	90% Design complete.
			Mar - 10	90% Design complete.
		1. Complete 90 % design for Transfer Line Upgrades – SL-177/SN-277 and SL-180/SN-280.		
		2. Complete 90% design for Transfer Line Upgrades – SN-278/SN-279 and SN-285/SN-286.		

* Dates represent completion by the end of the month indicated.

* ENRAF is a registered trademark of Enraf B.V. Corporation, Delft, Netherlands.

COB = cleanout box

D&D = deactivation and decommissioning

DST = double-shell tank

DSTIP = double-shell tank integrity program

FY = fiscal year

GCS = Gas Characterization System

HLAN = Hanford Local Area Network

HPT = health physics technician

HVAC = heating, ventilation, and air conditioning

MO = mobile office

SHMS = Standard Hydrogen Monitoring System

SST = single-shell tank

WTP = Waste Treatment and Immobilization Plant