

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1	OF 1	PAGES 123
2. AMENDMENT/MODIFICATION NO. A099		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 06-09RL14655.021		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Richland Operations Office P. O. Box 550, MSIN A7-80 Richland, WA 99352			CODE	7. ADMINISTERED BY (If other than Item 6) Same as item 6. POC is Maria Finan (509) 376-7119.			CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP- Code) Washington Closure Hanford LLC (WCH) 2620 Fermi Avenue Richland, WA 99354				(4)	9A. AMENDMENT OF SOLICITATION NO.		
					9B. DATED (SEE ITEM 11)		
					10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-05RL14655		
					10B. DATED (SEE ITEM 13) 03/23/05		
CODE			FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See attached ARRA Financial Plan 1

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


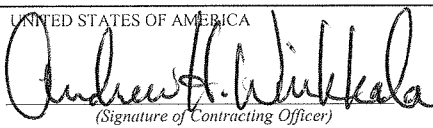
(4)	A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D.	OTHER Specify type of modification and authority
X		Bilateral IAW 52.243-2, Changes – Cost Reimbursement (Aug 1987) – Alt I (Apr 1984) and by Mutual Agreement of the Parties

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

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

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print) C. G. Spencer, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Andrew H. Wirkkala, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 4/9/09	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 4/9/09

The purpose of this modification is to issue a change order revising the statement of work and to make certain other changes to the contract terms associated with the revised statement of work. These revisions are being made under the authority of the contract clause contained in Section I, entitled Changes – Cost Reimbursement (Aug 1987) – Alternate II (Apr 1984) and by mutual agreement of the parties.

The work described in this modification shall be performed using funds obligated under this contract, appropriated under the American Recovery and Reinvestment Act of 2009, Pub. L. 1115 (Recovery Act) and as such is subject to special statutory conditions.

This modification obligates American Reinvestment and Recovery Act (ARRA) funding of \$203,000,000.00. See attached ARRA Financial Plan 1.

The contractor shall begin the following work immediately. The contractor is authorized to incur costs not to exceed \$28,000,000.

ARRA Full Funding Work Scope: This modification includes ARRA funds of \$18,000,000 to supplement base funding to meet the contractual obligation to the funding profile as shown in Attachment J-11, RCC Funding Profile. WCH is hereby authorized to perform existing base work scope previously included in CLIN 1 up to the \$18,000,000 funding. The work scope funded with these ARRA funds will be moved to CLIN 4 and will be referred to as “ARRA full funding work scope”. Cost and fee for the ARRA work will continue to be shown in CLIN 1 until identified and segregated. Upon identification/segregation, cost and fee will be removed from CLIN 1 and added to CLIN 4 in a separate modification. Within 30 days of this modification, WCH will provide a plan outlining the ARRA full funding work scope that is funded with the ARRA funds.

ARRA ERDF Expansion Work Scope: This modification includes funding of \$10,000,000 for expansion of Waste Operations to include purchase of additional equipment and facility upgrades in support of the expansion of waste disposal volumes by other Hanford contractors. The work scope funded with these ARRA funds will be added to CLIN 4 upon definitization. The work scope funded with these ARRA funds will be referred to as “ARRA ERDF Expansion work scope”. This modification establishes a Not-to-Exceed budget and issues Notice-to-Proceed of \$10,000,000.

WCH will submit a proposal for all Recovery Act work in accordance with the guidance provided in Section 9 and Attachment 1 of this modification. WCH’s initial proposal will encompass, at a minimum, (1) ARRA Full Funding Work Scope, (2) ARRA ERDF Expansion Work Scope and (3) ARRA 618-10 Burial Ground Work Scope.

The following changes are hereby made to the contract:

1. Delete Section B, Supplies or Services and Prices/Costs and replace with the attached revised Section B, Supplies or Services and Prices/Costs incorporating the following general changes:

A. Paragraph B.1 is modified to add the following:

(c) (4) Contract Line Item Number 4 (CLIN 4): American Recovery and Reinvestment Act (ARRA) Workscope as identified in Section C, Statement of Work, and detailed in Section B, Table B.2 and Section J, Attachment J-1 upon definitization. This work includes funding of base work previously included in CLIN 1, ERDF Expansion, Remediation of Burial Ground 618-10 previously included in CLIN 3 and other work as approved or directed by the Contracting Officer.

(e) The contractor shall, in accordance with the terms of this contract, provide the personnel, materials, supplies, and services and do all things necessary for, or incident to, providing its best efforts to perform the Recovery Act work. This work will be identified by Work Breakdown Structure (WBS) activity in Section B, Table B.2 and detailed in Section J, Attachment J-1 upon definitization.

B. Paragraph B.2 is modified to add and change the following:

(b) Recovery Act funds in the amount of \$203,000,000.00 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).

Previous paragraph (b) is now paragraph (c) as shown below:

(c) Except as may be specifically provided in the Section I clause entitled Nuclear Hazards Indemnity Agreement, the duties and obligations of the U.S. Department of Energy (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. Paragraph B.7(c) is modified to add the following:

(10) No fee shall be paid to the contractor for the Recovery Act work, including provisional fee, prior to definitization.

D. Revise Table B.1, Incentive Fee Structure by adding CLIN 4, American Recovery and Reinvestment Act (ARRA) Workslope.

E. Add Table B.4, Summary of ARRA Obligations and Authorizations by Program

Legacy Program Value	STARS Program Value	Legacy Program value Description	Obligated	NTP/NTE/Authorized
FD0211120	1111331	River Corridor	\$141,000,000	\$18,000,000 for ARRA full funding work scope \$10,000,000 for ARRA ERDF Expansion work scope
FD0221000	1111333	Soil and Groundwater - RL-1041	\$62,000,000	None
		Total	\$203,000,000	\$28,000,000

2. Revise Section C, Description/Specifications/Statement of Work incorporating the following general changes. Replacement pages C-1 and C-5 are provided

A. Paragraph C.1.1, Purpose and Overview is modified to add the following:

Portions of the work outlined in this Statement of Work will be funded utilizing American Recovery and Reinvestment Act funds. Upon definitization, the detail of this work will be documented in Attachment J-1, Table of River Corridor Closure Contract Work Scope.

B. The table at Paragraph C.2 *River Corridor Contract Line Item Summary* is modified to add CLIN 4, American Recovery and Reinvestment Act (ARRA) Workslope, C-5.

3. Delete Section E, Inspection and Acceptance and replace with a revised Section E, Inspection and Acceptance with the following changes:

A. Paragraphs E.3 is modified to add the following, which is applicable only to the Recovery Act work:

- (c) Certification - In order for the Contracting Officer to accept any products or services funded by the Recovery Act, the Contractor shall certify that the items were delivered and/or work was performed for a purpose authorized under the Recovery Act.

4. Delete Section F, Deliveries or Performance and replace with revised Section F, Deliveries or Performance with the following changes:

- A. Paragraph F.1 is modified to add the following:

The period of performance for the Recovery Act work specified in Section C and Table J-1 shall be for the period of performance beginning April 8, 2009 through September 30, 2011.

5. Delete Section G, Contract Administration Data and replace with revised Section G, Contract Administration Data with the following changes:

- A. Paragraph G.3 is modified to add the following:

(b) The following procedure will apply to the submission of draw-downs for Recovery Act work specified in Section C:

The contractor may draw-down costs through the “Special Demand Deposit Account” as described in Attachment J-7, Special Financial Institution Account Agreement for both Recovery Act work and other work in the same draw-down. However, the contractor shall separately identify costs in its draw-down that pertain to the Recovery Act work. Recovery Act costs shall also be segregated in the draw-down so as to identify those costs associated with each applicable appropriation at the Program and Project level of the following accounting and appropriations data:

Accounting and Appropriations Data

Level	1	2	3	4	5	6	7	8	9
Name	Fund	Appropriation Year	Allotment	Reporting Entity	Obj Classes	Program	Project	WFO	Local Use
	06049	2009	34			1111331	2002111		
	06049	2009	34			1111333	2002143		

Also provided for your convenience is the following Legacy Program Information

STARS Fund Code	Fiscal Year	Legacy Program Value	STARS Program Value	Legacy Program value Description	STARS Project Code	Legacy Project Code	STARS Program Parent
06049	2009	FD0211120	1111331	River Corridor	2002111	Richland - Hanford Site - Accelerate TRU waste retrieval, and cleanup of surplus nuclear facilities, soil and groundwater	C002679
06049	2009	FD0221000	1111333	Soil and Groundwater - RL-1041	2002143	Richland - Hanford Site - Accelerate TRU waste retrieval, and cleanup of surplus nuclear facilities, soil and groundwater	C002675

The contractor shall certify in each monthly submittal of its cost summary file that the costs included in the summary file for Recovery Act work were incurred only to accomplish the Recovery Act work in accordance with Section C. Other existing provisions applicable to draw-down procedures are applicable to Recovery Act draw-downs.

6. Revise Section H, Special Contract Requirements by adding a revised Section H Table of Contents and clauses H.35, H.36 and H.37 at pages H-24 through H-29

A. Paragraph H. 35 is added as follows (from Policy Flash 2009-32):

H.35, Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009 (Apr 2009)

Preamble:

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

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

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

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

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

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

Definitions:

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

Non-Federal employer means any employer with respect to Covered Funds – the contractor or subcontractor, as the case may be, if the contractor or subcontractor is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local

government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

A. Flow Down Provision

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

B. Segregation and Payment of Costs

Contractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where Recovery Act funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance.

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

C. Prohibition on Use of Funds

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

D. Wage Rates

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

E. Publication

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov , maintained by the Accountability and Transparency Board (the Board). The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Registration requirements

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

G. Utilization of Small Business

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

- B. The following clause, H.36, is added. This clause applies only to the Recovery Act work specified in Section C as directed by the Contracting Officer under this modification in accordance with the clause in Section I, entitled “Changes,” until such time that the Contracting Officer and the contractor reach a mutual agreement and modify the contract definitizing the Recovery Act work.

H.36 MODIFICATION DEFINITIZATION

(a) The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive modification for the Recovery Act work directed under this modification. The Contractor agrees to submit a technical, cost, and fee proposal in accordance with the instructions contained in section 9 of this modification.

(b) The schedule for definitizing this modification is as follows:

<u>Action</u>	<u>Date *</u>
Contractor submits technical, cost, and fee Proposal	60 days
Commence negotiations	140 days
Mutual agreement on definitization of Recovery Act work	160 days
Contractor submits certificate of current cost or pricing data	160 days
Execute definitization contract modification	180 days

**Date is specified as the number of calendar days after this modification is signed by both parties.*

(c) If agreement on a definitive modification is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with [Subpart 15.4](#) and [Part 31](#) of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the clause in section I, entitled “Limitation of Government Liability,” added by this modification.

(1) After the Contracting Officer’s determination of price or fee, the contract shall be governed by—

- (i) All clauses required by the FAR on the date of execution of this modification for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer’s determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this modification shall continue in effect.

- C. The following clause, H.37, is added as follows:

H.37 Baseline and Reporting Requirements for Work Performed under the Recovery Act

This clause defines the unique requirements for the contractor’s project management baseline and associated reporting requirements to address the modified contract performance requirements as

implemented in Section C. Statement of Work to be performed and funded under the provisions of the American Recovery and Reinvestment Act of 2009 (Recovery Act).
Baseline Requirements

- a. For purposes of this clause the “pre-definitized period” is defined as that timeframe from the date of execution of modification number A099 directing the contractor to begin the Recovery Act work until the work is definitized in accordance with the clause in Section H entitled “Modification Definitization.” All requirements for plans and deliverables during the pre-definitized period shall be based on the definitization time period estimated in the “Modification Definitization” clause.
- b. During the pre-definitized period, the contractor shall develop and deliver to the Contracting Officer the following:
 1. Within 30 days after execution of modification no. A099, the contractor shall provide a work plan for performance of that portion of the work specified in Section C. Statement of Work expected to be performed during the 180-day period after execution of modification no. A099. This plan shall include the following:
 - i. Product-oriented Work Breakdown Structure (WBS) and WBS dictionary in alignment with the statement of work, as modified for the Recovery Act work, to include performance of Recovery Act work totally within distinctly defined, separately tracked and uniquely managed WBS elements;
 - ii. Monthly spend plan consistent with the statement of work, completely segregating the non-Recovery Act work from the Recovery Act funded portions of the statement of work;
 - iii. Crosswalk of statement of work WBS elements and associated planned milestones, metrics, and estimated costs (at the 80% confidence level), at the Activity Building Block (ABB) level, between the current base program/project Near-Term Baseline (NTB) and/or Out-year Planning Estimate Range (OPER) and the Recovery Act work;
 - iv. Milestone list including, but not limited to, major hiring actions that create newly “created” or “retained” jobs by the contractor or first tier subcontractors in accordance with the clause in Section H, entitled “Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009, key starts and completions, enforceable regulatory dates, approval of key regulatory decisions, project critical decisions, delivery of critical Government Furnished Services and Items; and
 - v. Planned quarterly summary of jobs “created” or “retained” by the contractor and first tier subcontractors as defined in the Section H clause entitled “Special provisions relating to work funded under the American Recovery and Reinvestment Act of 2009.”
 2. Within 120 days after execution of modification no. A099, the contractor shall propose a Performance Baseline for the complete work specified in Section C. Statement of Work. This baseline shall use control accounts that will be made up of work packages. The WBS elements at the lowest level should roll up within the WBS structure and clearly identify the entire work to be performed. The WBS shall clearly distinguish all non-Recovery Act work from all Recovery Act work. The proposed Performance Baseline shall include the following:
 - i. The contractor shall propose a performance baseline, at the a high confidence level, for the work to be performed, including the pre-definitized period and the post-definitized period. This baseline shall be based upon the work and schedule included in modification no. A099 and the contractor’s cost proposal. A month-by-month baseline or budgeted cost of work scheduled (BCWS)/planned value (PV) must be developed for the complete Recovery Act work. This will be the original baseline for Recovery Act work and shall include all of the work by WBS, including both the pre- and post- definitized periods, and the contractor’s

defined management reserve.. The sum of these three items (estimated cost for the pre-definitized period, estimated cost for the post-definitized period, and the management reserve) shall equal the contractor's proposed estimated cost for the Recovery Act work. This performance baseline is subject to independent project review and certification before approval by the government.

- ii. A network logic schedule utilizing Primavera will be developed at the activity level for each control account which includes milestones. The schedule must be resource loaded and coded to allow summarization of lower level activities through the control account for the complete Recovery Act work.
- iii. The proposed Performance Baseline shall also include the planned quarterly summary of jobs "created" or "retained" by the contractor and first tier subcontractors as defined in the Section H clause entitled "Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009." .

Deliverables supporting the Recovery Act performance baseline shall include all deliverables required under existing contract requirements, those Recovery Act deliverable and reporting requirements specified in the section H clause entitled "Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009". For all common deliverables, the data shall be clearly segregated and distinguished between non-Recovery Act work and Recovery Act work, as well as summing to complete contract totals.

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

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

Reporting Requirements

- e. Within 30 days of definitization of the Recovery Act work, the contractor shall begin reporting against the established performance baseline in accordance with the reporting requirements specified under existing contract requirements, those reporting requirements specified in the section H. clause entitled "Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009. Performance against the Recovery Act work shall be tracked and reported separately from other work under the contract funded by other appropriations.
- f. These reports shall be provided to the Contracting Officer on a monthly basis.

- a. Contract Performance Report (Refer to OMB No. 0704-0188 or DD FORM 2734/1, MAR 05) :Format 1 - Work Breakdown Structure, Format 3 - Baseline, and Format 5 - Explanations and Problem Analyses.
- b. A Milestone report from Primavera reflecting status of all milestones being reported with columns for the scope, original planned date, current planned date, and the actual date the milestone was completed.
- c. A funds management report by Budgeting & Reporting (B&R) codes that identifies the amount of funds obligated to the contract and the amount of funds obligated to the contractor, and committed and expended by the contractor.

7. Delete Section I, Contract Clauses and replace with the attached revised Section I, Contract Clauses with the following revision:

A. The following clauses apply only to the Recovery Act work specified in Section C and detailed in Attachment J-1 is added:

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.9a**	FAR 52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Mar 2009)	None
I.11a**	FAR 52.204-11	American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009)	None
I.13	FAR 52.215-2	Audit and Records – Negotiation (Jun 1999), Alternate I (Mar 2009)	None
I.22a**	FAR 52.216-24	Limitation of Government Liability (<i>see full text version at end of Section I</i>)	(a) \$28,000,000, (b)\$28,000,000
I.47a**	FAR 52.225-23	Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials under Trade Agreements (Mar 2009)	"NONE"
I.47b**	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)	"NONE"

NOTE: The ** signifies this clause is only applicable to the Recovery Act work performed under CLIN 4 as specified in Section C and detailed in Attachment J-1

I.22a** will be added as full text as follows:

52.216-24 LIMITATION OF GOVERNMENT LIABILITY

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$28,000,000 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$28,000,000 dollars.

8. Revise Section J, List of Attachments by adding the information outlined below. Replacement pages J-1 and J-44 thru J-46 are provided.

- A. Recover Act work scope will be added and/or updated in Attachment J-1, Table of River Corridor Closure Contract Work Scope, upon definitization.
- B. Attachment J-14, Acronym List is updated to include ARRA – American Recovery and Reinvestment Act.

9. Proposal Preparation Instructions

The contractor's technical, cost, and fee proposal shall be prepared in accordance with Attachment 1 to this modification.

PROPOSAL PREPARATION INSTRUCTIONS

1. INTRODUCTION

This document contains instructions to the contractor for the preparation of a proposal in response to the modification of the contract which defines work that will be funded by and performed under the provisions of the American Recovery and Reinvestment Act (Recovery Act).

The contractor shall provide a written proposal consisting of a Technical Proposal and a Cost and Fee Proposal. The Technical Proposal shall contain the contractor’s approach to perform the work, and the Cost and Fee Proposal shall contain the estimated cost of performing the work and any associated fee. The contractor shall assure that there is consistency between the Technical Proposal and the Cost and Fee Proposal.

2. PREPARATION INSTRUCTIONS – GENERAL INFORMATION

The contractor shall submit written proposal information in the format as outlined in Table 1. The contractor may request approval from the Contracting Officer to provide information in an alternate format. Any alternate formats must include all required technical and cost/fee proposal information.

Table 1

Proposal Instructions	
Number of Copies	<ul style="list-style-type: none"> • Technical Proposal – 5 hard copies and 5 electronic copies. • Cost and Fee Proposal – 5 hard copies and 5 electronic copies. • Both portions of the proposal shall contain a table of contents.
Paper Size	<ul style="list-style-type: none"> • 8 1/2” x 11” paper. • Fold-outs shall not exceed 11” x 17”
Print Type	<ul style="list-style-type: none"> • Print type (Font size) used in the text portions of the proposal shall be no smaller than 12 point font. • Print type used in completing any forms attached to this document as Microsoft® (MS) Word®, Access®, or Excel® documents should not be changed from the styles used in the attachments. • Print type used in charts, graphics, figures and tables may be smaller than 12 point Font, but must be clearly legible.
Page Margins	Page margins shall be 1-inch on the top, bottom, left, and right sides of the page, exclusive of headers and footers.
Page Numbering	All pages, including forms, tables, and exhibits, shall be appropriately numbered and identified with the name of the contractor.
CD-ROM or DVD Requirements	CD-ROMs or DVDs shall be clearly labeled with the contract number. Files submitted shall be readable using Microsoft® (MS) Word®, Access®, or Excel® (Version 2003), and the proposal schedule shall be submitted as a Primavera P3e Version 5.x, “XER” file type.

3. PREPARATION INSTRUCTIONS - COVER LETTER

The cover letter shall include, but not be limited to, the following:

- (a) The contract and modification number.

- (b) The name, address, telephone numbers, facsimile numbers, and electronic addresses of the contractor's representative(s) responsible for providing additional information, as required, on the Technical Proposal and the Cost and Fee Proposal.
- (c) The name and contact information of the contractor's representative(s) with the authority to negotiate the definitization of this modification with the Contracting Officer.
- (d) Identification of any proposed changes to the statement of work or other terms included in this modification that the contractor believes would be in the best interest of the Government in meeting the objectives of the Recovery Act.
- (e) A statement that the contractor will cooperate fully and expeditiously in providing access to proposal information that may be necessary to be reviewed by representatives of DOE, e.g. Defense Contract Audit Agency (DCAA), for the purpose of definitizing this modification.

4. PREPARATION INSTRUCTIONS - TECHNICAL PROPOSAL

The Technical Proposal shall be organized in accordance with the WBS as shown in Section J, Attachment J-1, Table of River Corridor Closure Contract Work Scope and shall include the following:

- (a) Description of the proposed strategy and technical approach (including any innovations) to implement the requirements of the Recovery Act work .
- (b) Description of the specific detailed approach to the management, execution and sequencing of the work for the major Work Breakdown Structure (WBS) elements identified in J-1, Table of River Corridor Closure Contract Work Scope. This description shall include the following:
 - i. A description of the work that will be performed by the contractor and the work that will be performed by subcontractors;
 - ii. The supporting rationale for the division of work between the contractor and subcontractors, including considerations related to efficiency of performance, cost, the need to hire additional staff, etc;
 - iii. The extent of utilization of small business subcontractors; and
 - iv. The extent of utilization of fixed-price subcontracting.
- (c) Identification of the risks and impacts to the proposed approach, rationale for the identified risks and impacts, and the contractor's approach to eliminate, avoid and/or mitigate the risks throughout performance of the Recovery Act work.
- (d) Integrated critical path method schedule, through completion, for the activities defined in the WBS.
- (e) Description of the contractor's approach to achieve regulatory approval, as required, for the proposed execution of the Recovery Act work and how the regulatory approach will be integrated with project management and execution.
- (f) Identification of the project staffing throughout the performance of the Recovery Act work. This should include the estimated staffing for both the contractor's employees and existing or proposed subcontractor employees (assure this is consistent with the man hours identified in the cost proposal). following:

- i. The estimated staffing for both the contractor's employees and existing or proposed subcontractor employees (assure this is consistent with the man hours identified in the cost proposal).
 - ii. The names and area of responsibility of the contractor's lead personnel that will be directly responsible for the management and oversight of the Recovery Act work. The areas of responsibility should include, but not be limited to, the following: contracting, including prime contract, subcontracts, and small business; project management; project controls; safety; engineering; quality assurance; budget; finance; property; legal; environmental regulation; public communications; and security. The specific areas of responsibility will depend on the nature of the Recovery Act work to be performed.
- (g) Description of existing and/or any new methods or processes that the contractor will use in the oversight and control of the Recovery Act work to help assure the following:
- i. The work is performed in accordance with the statement of work requirements;
 - ii. The performance schedule and milestones are accomplished;
 - iii. The deliverables are completed; and
 - iv. The performance outcomes and measures are attained.
- (h) Estimate of contractor's and first tier subcontractors' jobs that will be "created" or "retained" as a result of the performance of the Recovery Act work. The definitions for "created" and "retained" are based on the requirements of the clause added by this modification in Section I , entitled "52.204-11 American Recovery and Reinvestment Act – Reporting Requirements (MAR 2009)." This estimate should be by fiscal year.

5. PREPARATION INSTRUCTIONS – COST AND FEE PROPOSAL

The Cost and Fee Proposal shall be prepared in accordance with the following instructions:

- (a) FAR 15 - The contractor shall prepare its cost proposal in accordance with Table 15-2, of Part 15 of the Federal Acquisition Regulation (FAR).
- (b) WBS - Costs shall be proposed consistent with and at the lowest level of the WBS described in the statement of work and consistent with the Technical Proposal.
- (c) Formats - Formats contained in the appendices to this document shall be used for the submission of the estimated costs, unless otherwise requested and approved, as follows:

Appendix 1 – Cost by WBS (Schedules A-C)

Appendix 2 – Labor – Consolidated Summary

Appendix 3 – Material, Equipment, Subcontracts, and Other Direct Costs -Consolidated Summaries (Schedules A-D)

Appendix 4 – Waste Quantities and Cost – Consolidated Summary

The contractor should assure consistency and traceability between these various appendices, schedules, and supporting information. If multiple Recovery Act funding sources are identified, the contractor shall identify the estimated costs for each work activity by the appropriate funding source.

- (d) Appendix 2 - Appendix 2 is to be used to provide a direct labor summary (labor category, labor rate, and labor hours) on both a cumulative total and fiscal year basis. This should show the hours for the contractor, subcontractor, LLC members, and any other direct labor hours.
- (e) Appendix 3 - Appendix 3 is to be used to provide, in total and by fiscal year, materials (Schedule A), equipment (Schedule B), subcontracts (Schedule C, subcontracts are to be individually listed), and other direct costs (Schedule D). Additional schedules should be included as appropriate to address elements of cost which are not included in Schedules A-D.
- (f) Appendix 4 - Appendix 4 is to be used to provide a separate summary table of waste quantities by waste type in cubic feet by fiscal year by WBS. The contractor shall provide the summary of waste quantities, at a minimum, to a level equal to the WBS. This waste summary shall be supplemented by additional tables that include all costs associated with waste disposition including treatment, transportation and disposal for each waste type by fiscal year. Separate detailed computations shall be provided for treatment, transportation, and disposal cost by WBS. The basis of estimate associated with information provided in the waste summary table (including the additional tables) should be fully explained in supporting documentation.
- (g) Schedule - A resource loaded P6 schedule shall be provided which shall be presented at the level of detail as shown in the WBS. The schedule shall include logic ties.
- (e) Basis of Estimate - A basis of estimate shall be provided that thoroughly documents all estimates. A basis of estimate description shall be provided for each activity at the lowest level in the estimate. The detailed narrative description of the basis of estimate shall be organized by WBS and include the following: how the proposed costs were derived; key assumptions and supporting rationale, including assumptions related to site conditions; source of existing verifiable data and judgment factors in projecting from known data to the estimate; estimating methods, parametric estimates, and models, etc; and other assumptions and related information to provide clarity and understanding of the contractor's basis of estimate to demonstrate reasonableness and realism.
- (i) Cost Elements - Costs shall be provided by major cost elements such as: direct labor (including labor categories, direct labor hours and direct labor rates for each labor category type), fringe benefits (if applicable), direct labor overhead (if applicable), material, material handling overhead (if applicable), equipment (including capital investments), subcontract cost, disposal cost, transportation cost, treatment cost, supplies, travel, relocation, other direct costs, and general and administrative (G&A) costs (if applicable). Notwithstanding that all "subcontract" costs are included above, LLC member/other teaming arrangement/subcontractors shall be individually estimated and costs provided by major cost elements as described in this paragraph. Appendix 1 is to be used to provide the costs by major cost elements, WBS, and fiscal year.
- (j) Indirect Rates - A detailed estimate for each indirect rate (fringe benefit, material handling, labor overhead and G&A, if applicable) proposed by fiscal year is to be provided. The detailed estimate shall include cost, by cost element, for the allocation pool and the allocation base showing how each cost element within the allocation pool and allocation base was derived. The contractor shall provide all related information to provide a clear understanding of the basis of estimate. The contractor shall compute all of the indirect rates by fiscal year. This data shall be provided for each LLC member/other teaming arrangement/subcontractor.
- (l) Escalation - Identify the escalation factors used for each fiscal year, the source of the proposed escalation rates, and the rationale as to why the proposed escalation rates are reasonable.
- (m) Electronic Media - Cost Proposal information and any spreadsheets or mathematical computation shall be submitted using Microsoft Excel 2003 and shall be working versions, including formulas and

computations. The contractor shall provide the electronic version of the cost proposal in Adobe Acrobat 8.0 (PDF) or higher. The electronic media versions provided shall be searchable.

- (n) Cognizant ACO/DCAA - The contractor shall provide the name, address and telephone number of the cognizant Administrative Contracting Officer and the cognizant Defense Contract Audit Agency (DCAA) office, if any. If the contractor is an LLC or has subcontractor(s), this data must be provided for each entity performing work.
- (o) Accounting System - The contractor shall submit an explanation of how costs related to the Recovery Act work will be accumulated, recorded, invoiced, and reported using the contractor's accounting system in order to assure that costs associated with Recovery Act work are separate from other costs incurred under the contract. The contractor shall describe how its existing accounting system, any proposed changes, and/or new oversight controls will help assure this necessary separation of Recovery Act funds. The contractor shall identify the cognizant Government audit agency that has issued reports regarding the adequacy of the accounting system for accumulating and billing costs under Government contracts. This data must also be provided for each member of an LLC and each subcontractor that is performing work under a cost-type contract.
- (p) Cost Accounting Standards - If the contractor, LLC members, or subcontractor(s) performing work are covered by Cost Accounting Standards (CAS), the contractor shall discuss the adequacy of the disclosure statement. The contractor shall also identify whether the cognizant Government audit agency has issued any audit reports on the compliance with the CAS requirements of any of these entities.
- (p) Government Furnished Property - The contractor shall provide a list of any Government Furnished Property (GFP) that will be used in the performance of the Recovery Act work that is in addition to the GFP already provided.
- (q) Fee - The contractor's fee proposal shall address the following:
 - (i) The contractual basis for any adjustment in the fee currently in the contract;
 - (ii) The proposed amount of fee associated with the Recovery Act work; and
 - (iii) A description of how the proposed fee is calculated and the supporting rationale as to why the proposed fee amount is reasonable.
 - (iv) Fee incentives

Cost By WBS

<u>WBS</u>	<u>FY 2009</u>	<u>FY 2010</u>	<u>FY 2011</u>	<u>Total</u>
C.1.1 - Groundwater Environmental Actions				
C.2.1 - D&D of Building XX				
C.3.1 - Waste Disposal				
Total Cost				
Fee				
Total Cost and Fee				

Cost by Cost Element WBS 1.1 - Groundwater Environmental Actions

	<u>FY 2009</u>	<u>FY 2010</u>	<u>FY 2011</u>	<u>Total</u>
Direct Labor				
<i>Insert Direct Labor Categories</i>				
Fringe Benefits				
Direct Labor Overhead				
Materials				
Material Handling Overhead				
Equipment				
Subcontract Costs (Under \$?M)				
Disposal Costs				
Transportation Costs				
Treatment Costs				
Supplies				
Travel				
Relocation				
Other Direct Costs				
<i>Joint Venture/LLC Member/Other teaming arrangement/Subcontractor</i>				
<i>(\$?M or over) (complete for each major entity)</i>				
Direct Labor				
<i>Insert Direct Labor Categories</i>				
Fringe Benefits				
Direct Labor Overhead				
Materials				
Material Handling Overhead				
Equipment				
Subcontract costs				
Disposal Costs				
Transportation Costs				
Treatment Costs				
Supplies				
Travel				
Relocation				
Other Direct Costs				
G&A Costs				
Subtotal Cost				
G&A Costs				
Total Cost				

Each Spreadsheet shall be completed by FY and cumulatively

River Corridor Closure Contract
 DE-AC06-05RL14655
 Attachment 1

A099

Appendix 1
 Schedule C

Cost by Cost Element WBS 1.1.1 - Groundwater Subproject X

	<u>FY 2009</u>	<u>FY 2010</u>	<u>FY 2011</u>	<u>Total</u>
Direct Labor				
Fringe Benefits				
Direct Labor Overhead				
Materials				
Material Handling Overhead				
Equipment				
Subcontract Costs (Under \$?M)				
Disposal Costs				
Transportation Costs				
Treatment Costs				
Supplies				
Travel				
Relocation				
Other Direct Costs				
<i>Joint Venture/LLC Member/Other teaming arrangement/Subcontractor</i>				
<i>(\$?M or Over) (complete for each major entity)</i>				
<i>Direct Labor</i>				
<i>Insert Direct Labor Categories</i>				
<i>Fringe Benefits</i>				
<i>Direct Labor Overhead</i>				
<i>Materials</i>				
<i>Material Handling Overhead</i>				
<i>Equipment</i>				
<i>Subcontract costs</i>				
<i>Disposal Costs</i>				
<i>Transportation Costs</i>				
<i>Treatment Costs</i>				
<i>Supplies</i>				
<i>Travel</i>				
<i>Relocation</i>				
<i>Other Direct Costs</i>				
<i>G&A Costs</i>				
Subtotal Cost				
G&A Costs				
Total Cost				

Each Spreadsheet shall be completed by FY and cumulatively

Labor - Consolidated Summary

<u>Labor Category:</u>	<u>FY 2009</u>			<u>FY 2010</u>			<u>FY 2011</u>			<u>Total All Years</u>
	<u>Hourly Rate</u>	<u>Hours</u>	<u>Total</u>	<u>Hourly Rate</u>	<u>Hours</u>	<u>Total</u>	<u>Hourly Rate</u>	<u>Hours</u>	<u>Total</u>	
Contractor:										
-Category A										
-Category B										
-Category C										
Total										
Subcontractor:										
-Category A										
-Category B										
-Category C										
Total										
LLC:										
-Category A										
-Category B										
-Category C										
Total										
Grand Total										

Materials - Consolidated Summary

<i>Description</i>	<i>FY 2009</i>			<i>FY 2010</i>			<i>FY 2011</i>			<i>Total All Years</i>
	<i>Units</i>	<i>Unit Rate</i>	<i>Total</i>	<i>Units</i>	<i>Unit Rate</i>	<i>Total</i>	<i>Units</i>	<i>Unit Rate</i>	<i>Total</i>	
-Item A										
-Item B										
-Item C										
-Item D										
-All Other Items										
Total										

Equipment - Consolidated Summary

<u>Description</u>	<u>FY 2009</u>			<u>FY 2010</u>			<u>FY 2011</u>			<u>Total All Years</u>
	<u>Units</u>	<u>Unit Rate</u>	<u>Total</u>	<u>Units</u>	<u>Unit Rate</u>	<u>Total</u>	<u>Units</u>	<u>Unit Rate</u>	<u>Total</u>	
-Equipment A										
-Equipment B										
-Equipment C										
-Equipment D										
Total										

Subcontracts - Consolidated Summary

<u><i>Description</i></u>	<u><i>FY 2009</i></u>	<u><i>FY 2010</i></u>	<u><i>FY 2011</i></u>	<u><i>Total All Years</i></u>
-A				
-B				
-C				
-D				
Total				

Other Direct Costs - Consolidated Summary

<i>Description</i>	<i>FY 2009</i>			<i>FY 2010</i>			<i>FY 2011</i>			<i>Total All Years</i>
	<i>Units</i>	<i>Unit Rate</i>	<i>Total</i>	<i>Units</i>	<i>Unit Rate</i>	<i>Total</i>	<i>Units</i>	<i>Unit Rate</i>	<i>Total</i>	
-A										
-B										
-C										
-D										
Total										

Waste Quantities and Cost - Consolidated Summary

<i>WBS and Description</i>	<i>FY 2009</i>			<i>FY 2010</i>			<i>FY 2011</i>			<i>Total</i>		
	<i>Quantity</i>	<i>Transportation Cost</i>	<i>Disposal Cost</i>	<i>Quantity</i>	<i>Transportation Cost</i>	<i>Disposal Cost</i>	<i>Quantity</i>	<i>Transportation Cost</i>	<i>Disposal Cost</i>	<i>Quantity</i>	<i>Transportation Cost</i>	<i>Disposal Cost</i>
<u>C.1.1 - Groundwater Environmental Actions:</u>												
LLW												
MLLW												
RH-TRU												
CH-TRU												
Hazardous												
Industrial												
<u>C.2.1 - D&D of Building XX</u>												
LLW												
MLLW												
RH-TRU												
CH-TRU												
Hazardous												
Industrial												
Total												

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

TABLE OF CONTENTS

B.1	TYPE OF CONTRACT – ITEMS BEING ACQUIRED.....	1
B.2	OBLIGATION AND AVAILABILITY OF FUNDS.....	2
B.3	ALLOWABILITY OF SUBCONTRACTOR FEE	2
B.4	INCENTIVE FEE STRUCTURE	2
B.5	CHANGES TO TARGET COST, TARGET FEE, AND SCHEDULE.....	3
B.6	INCENTIVE FEE CALCULATION.....	5
B.7	INCENTIVE FEE PAYMENTS	6
B.8	DEAR 970.5215-3 CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES (JAN 2004) – ALTERNATE I (JAN 2004).....	11
B.9	HANFORD SITE-SPECIFIC REQUIREMENTS FOR CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES	15
B.10	IMPLEMENTATION OF CONDITIONAL PAYMENT OF FEE REDUCTIONS	16
B.11	DOE AUTHORIZATION OF CLIN 2 AND CLIN 3	16
B.12	FINAL FEE DETERMINATION	17
	TABLE B.1 INCENTIVE FEE STRUCTURE	18
	TABLE B.2 SCHEDULE OF QUANTITIES AND TARGET COST.....	19
	TABLE B.3 OTHER COSTS AND PROJECTS:.....	19
	TABLE B.4 SUMMARY OF ARRA OBLIGATIONS AND AUTHORIZATIONS BY PROGRAM	19

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT – ITEMS BEING ACQUIRED

- (a) Contract Type. This is a cost-plus-incentive fee (CPIF) contract for the closure of the Hanford Site River Corridor (RC) that includes cost performance and schedule performance incentives. Incentives are structured to provide a strong financial motivation for the Contractor to achieve a safe and efficient closure of the RC.
- (b) Item(s) Being Acquired. The Contractor shall, in accordance with the terms of this Contract, provide the personnel, materials, supplies, and services (except as expressly set forth in this Contract as Government-Furnished Services and Information) and otherwise do all things necessary and incident to the integrated closure of the RC.
- (c) Contract Line Items. Except as provided in paragraph (d) below, for purposes of the Target Cost, Target Fee, cost collection, reporting, work authorization, and administration of the Contract incentive fee structure, the Contract consists of three Contract Line Items:
- (1) Contract Line Item Number 1 (CLIN 1): All Contract scope (except for the Contract Scope identified as CLIN 2 and CLIN 3) as described in Section C, *Statement of Work*; and authorized at Contract award as shown in Table C.2, *River Corridor Contract Line Item*.
 - (2) Contract Line Item Number 2 (CLIN 2): 300 Area Contract scope for the Pacific Northwest National Laboratory (PNNL)-Occupied and Supporting Facilities identified as Activities 4, 6, 7, 10, and 11, as described in Section C, *Statement of Work*; and as may be authorized under the Section B clause entitled *DOE Authorization of CLIN 2 and CLIN 3*.
 - (3) Contract Line Item Number 3 (CLIN 3): 600 Area Contract scope for the 618-10 and -11 burial grounds identified as Activities 6, 7, 10, and 11, as described in Section C, *Statement of Work*; and as may be authorized under the Section B clause entitled *DOE Authorization of CLIN 2 and CLIN 3*.
 - (4) Contract Line Item Number 4 (CLIN 4): American Recovery and Reinvestment Act (ARRA) Workslope as identified in Section C, *Statement of Work*, and detailed in Section B, Table B.2 and Section J, Attachment J-1 upon definitization. This work includes funding of base work previously included in CLIN 1, ERDF Expansion, Remediation of Burial Ground 618-10 previously included in CLIN 3 and other work as approved or directed by the Contracting Officer.
- Table C.2, *River Corridor Contract Line Item Summary*, provides a summary on how each of the eleven major activities described in Section C, *Statement of Work*, are allocated to CLIN 1, CLIN 2, CLIN 3 and CLIN 4. The Contractor shall complete all Contract Requirements for CLIN 1 and, upon DOE authorization, shall complete all Contract Requirements for CLIN 2, CLIN 3 and/or CLIN 4.
- (d) Pension Cost of Incumbent Employees. The Estimated Pension Cost of Incumbent Employees, ("incumbent employees" are defined in the Section H clause entitled *Pay and Benefits*) is shown on Table B.1, *Incentive Fee Structure*. The pension cost of incumbent employees is excluded from both the target cost and target fee amounts. Accordingly, such reasonable, allowable and allocable pension costs for incumbent employees will be

reimbursed on a cost, no fee, basis. In addition, such costs will be excluded from all Cost Performance Incentive Fee payments and calculations under Section B and elsewhere in this contract. The Contractor understands, however, that the pension cost for incumbent employees will not be separately funded and is included in the funding amounts shown in the Funding Profile, Section J, Attachment J-11, entitled *RCC Funding Profile*.

- (e) The contractor shall, in accordance with the terms of this contract, provide the personnel, materials, supplies, and services and do all things necessary for, or incident to, providing its best efforts to perform the Recovery Act work. This work will be identified by Work Breakdown Structure (WBS) activity in Section B, Table B.2 and detailed in Section J, Attachment J-1 upon definitization.

B.2 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) Pursuant to the Section I clause entitled Limitation of Funds, total funds in the amount of \$803,856,333.37 have been allotted for obligation and are available for payment for services provided from the effective date of this Contract through the period estimated to end September 30, 2009.
- (b) Pursuant to the clause in Section I, entitled "Limitation of Funds," total funds in the amount of \$203,000,000.00 are obligated herein and made available for payment of allowable costs and fee earned related only to the Recovery Act work from the effective date of this modification through the period of performance for the Recovery Act work, contained in Section F.
- (c) Except as may be specifically provided in the Section I clause entitled *Nuclear Hazards Indemnity Agreement*, the duties and obligations of the U.S. Department of Energy (DOE) hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress that DOE may legally spend for such purposes.

B.3 ALLOWABILITY OF SUBCONTRACTOR FEE

- (a) If the Contractor is part of a teaming arrangement as described in Federal Acquisition Regulation (FAR) 9.601, the team shall share in this Contract fee structure. Separate additional subcontractor fees for individual team members will not be considered an allowable cost under the Contract. If a subcontractor, supplier, or lower-tier subcontractor is a wholly owned, majority owned, or affiliate of any team member, any fee or profit paid to such entity will not be considered an allowable cost under this Contract.
- (b) The subcontractor fee restriction in subsection (a) does not apply to members of the Contractor's team that are: (i) small business(es); (ii) Protégé firms as part of an approved Mentor-Protégé relationship under the Section H clause entitled Mentor-Protégé Program; (iii) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (iv) commercial items as defined at FAR 2.101.

B.4 INCENTIVE FEE STRUCTURE

- (a) "Completion of Contract Requirements" is defined as performance of all requirements described in this Contract (except those requirements customarily reserved for Contract closeout and final payment) on or before September 30, 2015. Completion of Contract Requirements is a condition precedent to earning any of the Group A and Group B incentive fee under Clause B.7(c) and (d).

- (b) Table B.1, *Incentive Fee Structure*, sets forth the Cost Performance Incentive Fee (including Target Cost, Target Fee, and Cost Share Ratio); Schedule Performance Incentive Fee; Maximum Incentive Fees, and Minimum Incentive Fees that can be earned under the Contract. The Cost Performance Incentive Fee and Schedule Performance Incentive Fees are each divided into three components: CLIN 1; CLIN 2; CLIN 3 and CLIN 4.

B.5 CHANGES TO TARGET COST, TARGET FEE, AND SCHEDULE

- (a) General Requirements.
 - (1) Changes to Target Cost, Target Fee, and Schedule.
 - (i) The Contractor shall take all reasonable steps to manage, prevent, and mitigate changes to Target Cost, Target Fee, and Schedule. DOE does not anticipate any point of complete redetermination of Target Cost, Target Fee, and Schedule during the period of performance of the Contract.
 - (ii) Changes to Target Cost, Target Fee, and Schedule will be made in accordance with the Section I Clause entitled *Changes - Cost Reimbursement - Alternate I*, and the Section I Clause entitled *Differing Site Conditions*. The *Project Baseline*, described in Section C.5, *Project Management*, shall be based on the Target Cost, Target Fee, and Schedule. The submission of the *Project Baseline*, described in Section C.5, *Project Management*, does not result in a redetermination of Target Cost, Target Fee, and Schedule.
 - (iii) Any circumstance that the Contractor expects to be the subject of a request for a change and/or an equitable adjustment to the Target Cost, Target Fee, and/or Schedule shall be shown in the *Monthly Performance Report* (Deliverable C.5.4.2). Only DOE-approved changes to Target Cost, Target Fee, and Schedule shall be incorporated into the *Project Baseline*. The Contractor shall maintain internal consistency between the *Project Baseline*, Target Cost, and Schedule at all times during the Contract period of performance.
 - (2) Differing Site Conditions. Requests for an equitable adjustment that are a result of differing site conditions will be evaluated in accordance with the Section I clause entitled *Differing Site Conditions*, for:
 - (i) A material variation in quantities, defined as 15 percent above any of the "Quantity" entries established in Table B.2, Schedule of Quantities and Target Cost; and/or
 - (ii) A material difference in subsurface, latent, and/or unknown physical conditions, defined as a change in physical conditions that increase cost 15 percent above any of the "Total Target Cost" entries established in Table B.2, Schedule of Quantities and Target Cost.

Any equitable adjustment will be made only for the amounts above the 15 percent quantity and/or cost variations.

In addition to requirements under the Section I Clause entitled *FAR 52.243-2 Changes - Cost Reimbursement - Alternate I* and any other applicable terms of this Contract, the Contractor shall maintain a system to segregate and account

for actual quantities and costs for each "Quantities" and "Total Target Cost" entry. This system shall provide traceable and verifiable records of actual quantities and actual costs based on work performance to substantiate any request for equitable adjustment due to Differing Site Conditions..

(b) DOE Responsibilities.

- (1) Funding. DOE intends to obligate funding to the Contract in accordance with the funding profile contained in Section J, Attachment J-11, entitled *RCC Funding Profile*. DOE will have conformed to the funding profile if two conditions are met: 1) a minimum of 95 percent of the cumulative annual funding is obligated through the current year of Contract performance; and 2) a minimum of 90 percent of the annual funding is obligated in the current year of Contract performance. DOE will consider a request for an equitable adjustment to the Target Cost, Target Fee, and/or Schedule if DOE does not obligate funding in accordance with the funding profile within the parameters detailed above. DOE reserves the right to make a unilateral decision to reduce the funding obligation without an equitable adjustment to Target Cost, Target Fee, and/or Schedule if DOE does not authorize CLIN 2 and/or CLIN 3 under the Section B Clause entitled *DOE Authorization of CLIN 2 and CLIN 3*.
- (2) Government-Furnished Services and Information (GFS/I). DOE intends to provide GFS/I in accordance with Section C.4, *Government-Furnished Services and Information (GFS/I)*.
- (3) DOE Directed Scope Changes. DOE may change, add, and/or delete RC scope in the Contract shown in Section C, *Statement of Work*. DOE will make these scope changes in accordance with the Section I clause entitled *Changes*, and make any adjustment to Target Cost, Target Fee, and Schedule in accordance with Clause B.5, *Changes to Target Cost, Target Fee, and Schedule*.

(c) Contractor Responsibilities.

- (1) Regulatory Assumptions. To the extent that the Contractor's Target Cost assumed a change to the regulatory approach established in existing NEPA documentation prepared in support of the RC, the Tri-Party Agreement, all interim Records of Decision (ROD) for the RC, and/or all existing regulatory and supporting documentation, failure to obtain the assumed change to the regulatory approach shall not be a basis for equitable adjustment to the Target Cost, Target Fee, and Schedule.
- (2) Transition. During Transition, the Contractor shall identify any material differences in the actual status of completed work compared to the projected status established in Section J, Attachment J-1, *Table of River Corridor Closure Contract Workscope*. Following completion of Transition, there is no basis for an equitable adjustment to Target Cost, Target Fee, and Schedule for status of completed work. The limitation does not apply to other bases for equitable adjustment to the Target Cost, Target Fee, and Schedule.
- (3) Labor Costs. The Target Cost includes a projection of all Contract labor costs through the period of performance of this Contract. Labor rate increases mandated under the Hanford Site Stabilization Agreement, Service Contract Act, Davis-Bacon Act, or any other Contract labor rate requirements shall not be a basis for equitable adjustment to the Target Cost, Target Fee, and/or Schedule.

- (4) Contractor Performance. The Contractor is responsible for total performance under this Contract, including selecting the specific approaches and methods to perform all work. For all Contract work within the control of the Contractor, the consequences of any adverse Contractor work performance, and the consequences of any regulatory actions in response to adverse Contractor work performance, shall not be a basis for equitable adjustment to the Target Cost, Target Fee, and Schedule.
- (5) Site Investigation. The Contractor shall complete an evaluation of the available RC information, as required by the Section I clause entitled *Site Investigation and Conditions Affecting the Work*.

B.6 INCENTIVE FEE CALCULATION

The Cost Performance and Schedule Performance Incentive Fees are calculated independently. The total earned incentive fee is calculated as the total of the earned Cost Performance Incentive Fee (calculated in accordance with Section B and the Section I clause entitled *FAR 52.216-10 Incentive Fee*) and the earned Schedule Performance Incentive Fee (calculated in accordance with Section B), less any fee reductions from:

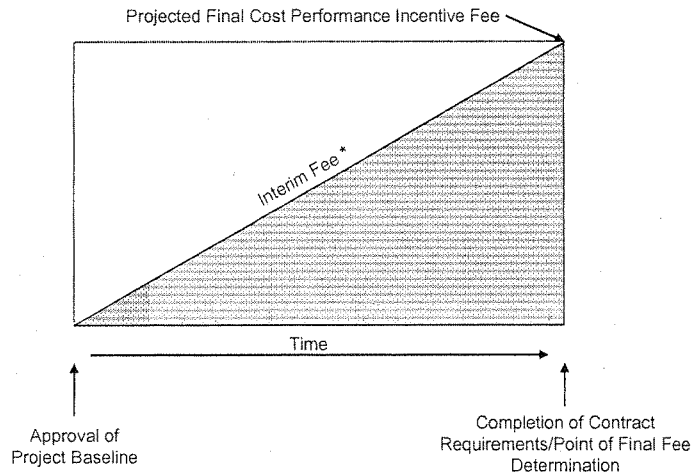
- (a) Section B clause entitled *DEAR 970.5215-3 Conditional Payment of Fee, Profit, and Other Incentives*;
- (b) Section B clause entitled *Hanford Site-Specific Requirements for Conditional Payment of Fee, Profit, and Other Incentives*;
- (c) Section B clause entitled *Implementation of Conditional Payment of Fee Reductions*;
- (d) Section B clause entitled *Final Fee Determination*;
- (e) Section E clause entitled *FAR 52.246-5 Inspection of Services – Cost Reimbursement*;
- (f) Section E clause entitled *Field Inspection*;
- (g) Section H clause entitled *Key Personnel*;
- (h) Section H clause entitled *Small Business Subcontracting Fee Reduction*;
- (i) Section I clause entitled *FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity*;
- (j) Section I clause entitled *FAR 52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications*;
- (k) Section I clause entitled *FAR 52.215-13 Subcontractor Cost or Pricing Data - Modifications*;
- (l) Section I clause entitled *FAR 52.243-2 Changes – Cost Reimbursement – Alternate I*; and
- (m) Any other applicable clause of this Contract that provides for fee decrements where appropriate.

B.7 INCENTIVE FEE PAYMENTS

- (a) Definition of Terms.
- (1) *Schedule Performance Incentive Fee* is fee based on completion of specific schedule milestones. Schedule Performance Incentive Fee is fee payable and final upon achievement of the applicable milestone(s) at Completion of Contract Requirements as shown in *Table B.1 – Incentive Fee Structure*; however, Schedule Performance Incentive Fee is subject to fee reduction(s) as set forth in Clause B.6, *Incentive Fee Calculation*.
 - (2) *Cost Performance Incentive Fee* is fee based on the relationship of allowable cost to Target Cost.
 - (3) *Interim Fee* is the given level of Cost Performance Incentive Fee at a point in time (based on cost and schedule performance) that is in proportion to the projected Final Cost Performance Fee earnings.
 - (4) *Interim Fee Payments* are the payments provided during Contract performance for Group B and Group C Interim Fee.
 - (5) *Project Baseline* is the integrated Contractor-prepared scope, schedule and cost baseline, and is formally documented and controlled as specified in Section C, Statement of Work. The Project Baseline provides the basis for tracking cost and schedule performance, and measuring project earned value.
 - (6) *Performance Milestone* is a single milestone within each quarter in the *Project Baseline* that represents completion of a significant, measurable, critical-path work activity in accordance with the requirements of the Contract. The purpose of the *Performance Milestone* is to establish one of the two conditions precedent to receiving Interim Fee as described in this Clause, *Incentive Fee Payment*. DOE will approve each *Performance Milestone* and any changes to a *Performance Milestone*.
 - (7) *Budgeted Cost of Work Scheduled (BCWS)* is the sum of the Target Cost elements for work planned, measured cumulative to-date.
 - (8) *Budgeted Cost of Work Performed (BCWP)* is the sum of the Target Cost elements for work completed, measured cumulative to-date that relates directly to the BCWS.
 - (9) *Actual Cost of Work Performed (ACWP)* is the sum of allowable costs for work completed, measured cumulative to-date that relates directly to the BCWP.
 - (10) *Schedule Performance Index (SPI)* is BCWP divided by BCWS.
 - (11) *Cost Performance Index (CPI)* is BCWP divided by (ACWP minus Incumbent Employee Pension Costs).
 - (12) *Cost and Schedule Performance Index (CSPI)* is $\frac{1}{2} \times (CPI + SPI)$, measured by quarter and cumulative to-date.
- (b) Invoices for Interim Fee Payments. The Contractor may submit quarterly invoices for Interim Fee Payments following the submittal of the three Monthly Performance Reports for the quarter described in Section C, *Statement of Work*, per the process described in subparagraph (c) below.

- (c) Interim Fee Determination and Interim Fee Payment Process.
 - (1) Prior to the Final Fee Determination as described in Clause B.12, a portion of interim Cost Performance Incentive Fee will be paid as "Interim Fee Payments" during the period of performance of the Contract, subject to other limitations set forth in this Contract Section B. Interim Fee and Interim Fee Payments apply only to Cost Performance Incentive Fee.
 - (2) The CSPI will be used to determine the amount of Interim Fee.
 - (3) Subsequent to Contract award, the Contracting Officer will develop (and modify as required) an *Interim Fee Profile* as Figure B.2 that links the CSPI described in Subparagraph B.7(a)(12) with corresponding Interim Fee amounts. The *Interim Fee Profile* will provide quarterly Interim Fee amounts that are calculated as the total approved Target Fee divided by 42 quarters. As subject to contract clause B.1, TYPE OF CONTRACT – ITEMS BEING ACQUIRED, paragraphs (c) (1), (c) (2), and (c) (3), the contractor shall complete all Contract Requirements for CLIN 1 and, upon DOE authorization, shall complete all Contract Requirements for CLIN 2 and/or CLIN 3. As CLIN 2 and/or CLIN 3 are authorized, the Interim Fee will be adjusted to include the fee amounts for these additional CLINs.
 - (4) The quarterly Interim Fee determination amount for each calendar quarter shall be the Cumulative Quarterly Target Fee times the cumulative CSPI minus the prior cumulative Interim Fee determination amount. The Interim Fee is intended to represent the to-date proportion of Cost Performance Incentive Fee that would be earned at the level of projected final Cost Performance Incentive Fee as measured by the CSPI.

Figure B.1.1 – Cost Performance Incentive – Interim Fee



* Cumulative Proportional Amount of Projected Final Cost Performance Incentive Fee

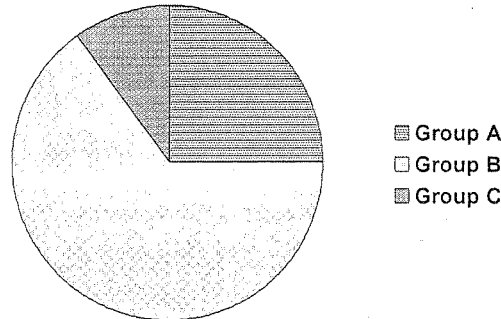
- (5) Once the quarterly Interim Fee is determined, it will be divided into Groups A, B, and C, as follows:

Group A – 25% of Total Interim Fee and is the portion of Interim Fee for which payment will be made after the Final Fee Determination.

Group B – 65% of Total Interim Fee and is the portion of Interim Fee for which payment is made on a quarterly basis, but is subject to the reimbursement provisions of Clause B.12, *Final Fee Determination*.

Group C – 10% of Total Interim Fee and is the portion of Interim Fee for which payment is made on a quarterly basis, and is not subject to the reimbursement provisions of Clause B.12, *Final Fee Determination*.

Figure B.1.2 – Interim Fee Proportions by Group



- (6) Prior to the Final Fee Determination, all three Interim Fee groups are subject to fee reduction(s) as set forth in Clause B.6, *Incentive Fee Calculation*.
- (7) DOE will make quarterly invoice payments for Group B and Group C Interim Fee, within 30 days of receipt of a quarterly fee invoice, for the quarterly calendar periods ending March 31, June 30, September 30, and December 31, subject to the Contractor successfully achieving two conditions precedent:
 - (i) Meeting the current and all prior quarterly *Performance Milestones* designated by the Contracting Officer in the DOE-approved *Project Baseline*; and
 - (ii) Maintaining a cumulative-to-date CSPI of 0.925 or greater.DOE will make Group B and Group C Interim Fee payments each quarter that the Contractor successfully achieves the two conditions precedent. DOE will not make any Interim Fee payments in a quarter that Contractor does not successfully meet the two conditions precedent, and will not make any Interim Fee payments in future quarters until the Contractor performance successfully achieves the two conditions precedent. If the Contractor successfully achieves the two conditions precedent in a future quarter, DOE will make Group B and Group C Interim Fee payments in that quarter, and the Contractor may invoice for the cumulative-to-date Group B and Group C Interim Fee as part of the quarterly fee invoice. All quarterly Interim Fee payments are subject to reduction as described in Subsections B.6 and B.7(d).
- (8) All payments for Group B and Group C Interim Fee will be on a cumulative to-date basis, which is determined by the current quarter cumulative-to-date minus the prior quarter cumulative-to-date.
- (9) The Contractor shall submit fee invoices separate from cost invoices.

- (10) No fee shall be paid to the contractor for the Recovery Act work, including provisional, prior to definitization.

Figure B.2 Interim Fee Profile

Cldr Qtr (b)	Qtr # (c)	Target Fee Per Qtr (d)	Cumulative Quarterly Target Fee Col. (c) x (d) (e)	Cumulative CSPI (f)	Total Cumulative Interim Fee Col. (e) X (f) (g)
3	1	TBD	TBD	TBD	TBD
4	2	TBD	TBD	TBD	TBD
1	3	TBD	TBD	TBD	TBD
2	4	TBD	TBD	TBD	TBD
3	5	TBD	TBD	TBD	TBD
4	6	TBD	TBD	TBD	TBD
1	7	TBD	TBD	TBD	TBD
2	8	TBD	TBD	TBD	TBD
3	9	TBD	TBD	TBD	TBD
4	10	TBD	TBD	TBD	TBD
1	11	TBD	TBD	TBD	TBD
2	12	TBD	TBD	TBD	TBD
3	13	TBD	TBD	TBD	TBD
4	14	TBD	TBD	TBD	TBD
1	15	TBD	TBD	TBD	TBD
2	16	TBD	TBD	TBD	TBD
3	17	TBD	TBD	TBD	TBD
4	18	TBD	TBD	TBD	TBD
1	19	TBD	TBD	TBD	TBD
2	20	TBD	TBD	TBD	TBD
3	21	TBD	TBD	TBD	TBD
4	22	TBD	TBD	TBD	TBD
1	23	TBD	TBD	TBD	TBD
2	24	TBD	TBD	TBD	TBD
3	25	TBD	TBD	TBD	TBD
4	26	TBD	TBD	TBD	TBD
1	27	TBD	TBD	TBD	TBD
2	28	TBD	TBD	TBD	TBD
3	29	TBD	TBD	TBD	TBD
4	30	TBD	TBD	TBD	TBD
1	31	TBD	TBD	TBD	TBD
2	32	TBD	TBD	TBD	TBD
3	33	TBD	TBD	TBD	TBD
4	34	TBD	TBD	TBD	TBD
1	35	TBD	TBD	TBD	TBD
2	36	TBD	TBD	TBD	TBD
3	37	TBD	TBD	TBD	TBD
4	38	TBD	TBD	TBD	TBD
1	39	TBD	TBD	TBD	TBD
2	40	TBD	TBD	TBD	TBD
3	41	TBD	TBD	TBD	TBD
4	42	TBD	TBD	TBD	TBD

- (d) Adjustments to Interim Fee Payments.
 - (1) Withholding of Interim Fee Payments. If the Contractor demonstrates performance that in the sole judgment of the Contracting Officer has a detrimental effect on total Contract performance, the Contracting Officer reserves the right to withhold Interim Fee Payments. The Contracting Officer may also apply appropriate fee reductions or withholdings to subsequent Interim Fee Payments, provided such fee adjustments are identified in writing to the Contractor within 6 months of the date of the event or incident occurrence.
 - (2) Release of Withheld Interim Fee Payments. The Contracting Officer may release withheld Interim Fee Payments pursuant to Subparagraph B.7(d)(1) when the Contractor demonstrates that the condition leading to the withholding was corrected. For example, a withheld fee resulting from unacceptable cost or schedule performance may be paid to the Contractor when the Contractor recovers, which is defined as acceptable cost and/or schedule performance at the end of two consecutive quarters. The Contractor is not entitled to any interest on withheld payments.
- (e) Bankruptcy or Other Issues with Guarantor Company(ies). In order to assure the Contractor's ability to repay any Interim Fee Payments that are determined to be in excess of the actual fee earned at the Completion of Contract Requirements, the Contracting Officer reserves the right to discontinue Interim Fee payments, in the event that a guarantor company files bankruptcy or is acquired by other owners, or other events arise with the Contractor's guarantor company(ies) that jeopardizes DOE's ability to recover excess Interim Fee Payments.
- (f) Repayment of Bankruptcy Reserve. In the event of a bankruptcy or acquisition by other owner (Subparagraph B.7(e)), the Contractor shall within 60 days after the event, provide evidence satisfactory to the Contracting Officer that the bankruptcy or change in ownership does not affect the ability of the Contractor to continue to perform the obligations under the Contract, or affect a material Governmental or DOE interest. Upon receipt of such evidence, the Contracting Officer shall resume making payments of fee unreduced because of the events in Subparagraph B.7(e), and shall release all fee payments withheld due to events described in Subparagraph B.7(e) during the preceding 60 days.

**B.8 DEAR 970.5215-3 CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES
(JAN 2004) – ALTERNATE I (JAN 2004)**

- (a) General.
 - (1) The payment of earned fee, fixed fee, profit, or share of cost savings under this Contract is dependent upon the Contractor's or Contractor employees' compliance with the terms and conditions of this Contract relating to environment, safety and health (ES&H), which includes worker safety and health (WS&H), including performance under an approved Integrated Safety Management System (ISMS).
 - (2) The ES&H performance requirements of this Contract are set forth in its ES&H 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 ES&H compliance.

- (3) If the contractor does not meet the performance requirements of this contract relating to ES&H during any performance evaluation period established under the Contract pursuant to the clause of this contract entitled, "Total Available Fee: Base Fee Amount and Performance Fee Amount," otherwise earned fee, fixed fee, profit or share of cost savings may be unilaterally reduced by the Contracting Officer.
- (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 Paragraph (c) 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, the Contracting Officer must consider the Contractor's overall performance in meeting the ES&H requirements of the Contract. Such consideration must 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, the Contracting Officer must consider mitigating factors that may warrant a reduction below the applicable range (see 48 CFR 970.1504-1-2). The mitigating factors include the following:
 - (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 ES&H and compliance in related areas.
 - (v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial ES&H standards are routinely practiced (e.g., Voluntary Protection Program Star Status, or ISO 14000 Certification).
 - (vi) Event caused by "Good Samaritan" act by the Contractor (e.g., offsite emergency response).
 - (vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain ES&H performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, ES&H programs).
 - (viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous

improvement in ES&H by use of lessons-learned and best practices inter- and intra-DOE sites.

- (4)
- (i) The amount of fee, fixed fee, profit, or share of cost savings that is otherwise earned by a Contractor during an evaluation period may be reduced in accordance with this clause if it is determined that a performance failure warranting a reduction under this clause occurs within the evaluation period.
 - (ii) The amount of reduction under this clause, in combination with any reduction made under any other clause in the Contract, shall not exceed the amount of fee, fixed fee, profit, or the Contractor's share of cost savings that is otherwise earned during the evaluation period.
 - (iii) The evaluation period shall mean the amount determined by the Contracting Officer 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 and Health (ES&H). Performance failures occur if the Contractor does not comply with the Contract's ES&H 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 ES&H. 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).
 - (ii) Two Second Degree performance failures during an evaluation period.
 - (2) Second Degree: Performance failures that are significantly adverse to ES&H. 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 ES&H. 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 requirements; or internal oversight of DOE Order 440.1A 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.

B.9 HANFORD SITE-SPECIFIC REQUIREMENTS FOR CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES

The Third Degree performance failures described in this clause supplement the Section B clause entitled *Conditional Payment of Fee, Profit, and Other Incentives* by establishing specific Hanford Site Environment, Safety, Quality, and Health (ESQH) performance criteria and requirements. Failure to meet the performance criteria contained in this clause will be processed in accordance with the Section B clause entitled *Conditional Payment of Fee, Profit, and Other Incentives*.

- (a) Failure to report accurate data necessary to demonstrate regulatory compliance to enforceable regulations.
- (b) OSHA Total Recordable Case Rate. Two consecutive quarters that the quarterly average exceeds 1.9 cases/200,000 hours.
- (c) OSHA Lost Work Day (Days Away from Work, or Restricted Work Days, or both) Case Rate. Two consecutive quarters that the quarterly average exceeds 0.8 cases/200,000 hours.
- (d) Control of Radioactive Contamination.
 - (1) An event resulting in the loss of control of radioactive material to the public exceeding 20 times 10 CFR 835, Appendix E, values.
 - (2) An event resulting in the estimated loss, damage and/or clean-up to property exceeding \$250,000.
 - (3) One or more occurrences in any 12-month period resulting in the skin contamination of 5 or more individuals at a level exceeding the total contamination limits identified in 10 CFR 835, Appendix D.
 - (4) A single event in which 5 or more individuals or 5 or more events in any 12-month period in which 1 or more individuals exceed confirmed internal depositions greater than 100 mRem.
 - (5) Multiple radiological events at one or more facilities that in aggregate indicate a significant loss of radiological control.
- (e) Control of Radiation Exposure.
 - (1) Radiation exposure to an individual exceeding 2.0 rem total effective dose equivalent in a year without prior DOE approval, or exposure to an individual exceeding any of the limits of 10 CFR 835.202, 835.206, 835.207, or 835.208.
 - (2) Three or more individuals exceed confirmed internal depositions greater than 1.0 rem CEDE in any 12-month period.
- (f) Technical Safety Requirements/Operational Safety Requirement Violation. Greater than 3 incidents at an individual nuclear facility/activity or greater than 10 incidents overall in any 12-month period.
- (g) Positive Unreviewed Safety Question Determinations Not Self-Identified. Greater than 1 incident at an individual nuclear facility/activity or greater than 3 incidents overall in any 12-month period.

- (h) Transportation Safety. Two or more events, as defined by DOE M 231.1-2, Group 8, Criteria 1, 2, or 3 in any 12-month period.

B.10 IMPLEMENTATION OF CONDITIONAL PAYMENT OF FEE REDUCTIONS

- (a) For purposes of Conditional Payment of Fee, the amount of cost performance incentive fee to be allocated to each 3-month period shall be equal to the average quarterly Target Fee that is available or otherwise payable during the entire term of the Contract, multiplied by four. This allocation of Target Fee for a 12-month period constitutes the total amount of fee that is subject to reduction in a period in which a performance failure occurs, except during the last 12-month period of the Contract when any earned schedule performance incentive fee is also subject to reduction herein. This amount may be combined with any fee reductions made under any other clause in the Contract that provides for a reduction to the fee, but shall not exceed the amount of the total Interim Fee in the period established pursuant to this Clause.
- (b) In implementation of the Section B clause entitled *Conditional Payment of Fee, Profit, and Other Incentives*, the Manager, U.S. Department of Energy, Richland Operations Office (RL) or designee, may make a unilateral determination to reduce the fee at his/her sole discretion, by an amount up to the fee for the 12-month period as herein determined.
- (c) In implementing DEAR 970.5215-3 *Conditional Payment of Fee, Profit, and Other Incentives*:
 - (1) The term therein "earned fee, fixed fee, profit, or share of cost savings" means Interim Fee or Final Fee as applied in this Contract.
 - (2) The implementation of ES&H performance requirements and any resultant fee reductions is governed by this Section B, not the referenced clause entitled "Total Available Fee: Base Fee Amount and Performance Fee Amount" which is not a part of this Contract.

B.11 DOE AUTHORIZATION OF CLIN 2 AND CLIN 3

- (a) CLIN 2: DOE will evaluate the readiness to vacate the 300 Area facilities occupied by PNNL. Based on the results of the DOE evaluation, DOE will make a unilateral decision to: 1) authorize the Contractor to proceed with the CLIN 2 Contract requirements; or 2) direct the Contractor to not proceed with the CLIN 2 Contract requirements.
- (b) CLIN 3: DOE will evaluate the *600 Area Remediation Design Solution* (Deliverable C.2.2.2). Based on the results of the DOE evaluation, DOE will make a unilateral decision to: 1) authorize the Contractor to proceed with the CLIN 3 Contract requirements; or 2) direct the Contractor to not proceed with CLIN 3 Contract requirements.
- (c) If DOE authorizes the Contractor to proceed with CLIN 2 and/or CLIN 3 Contract requirements, the Total Target Cost and Target Fee will include CLIN 2 and/or CLIN 3 Contract requirements, and the Total Target Cost and Target Fee will be administered as a single Total Target Cost and Target Fee under this Contract.
- (d) The Contractor shall maintain separate cost accounts for CLIN 1, and CLIN 2 and/or CLIN 3 if authorized, and separately report each CLIN in all financial and project management requirements under this Contract.
- (e) If DOE does not authorize the Contractor to proceed with CLIN 2 Contract requirements and/or CLIN 3 Contract requirements, the Contractor shall not be entitled to allowable

costs, earned fee, partial termination costs, and any other similar items for CLIN 2 and/or CLIN 3, and shall not be entitled to an equitable adjustment to the Target Cost and Target Fee for CLIN 1 as a result of DOE's decision not to authorize CLIN 2 and/or CLIN 3.

B.12 FINAL FEE DETERMINATION

- (a) Upon successful Completion of Contract Requirements, the Contracting Officer shall determine the total fee earned by the Contractor consistent with the provisions of this Contract. If the amount of the total fee earned is less than the total amount of all Schedule Performance Incentive Fee and Interim Fee Payments made to the Contractor, the Contractor shall reimburse DOE the difference. If the amount of total fee earned is more than the total amount of Schedule Performance Incentive Fee and the Interim Fee Payments made to the Contractor, DOE will pay the Contractor the remaining fee due.
- (b) When calculating the Cost Performance Incentive Fee component of the Final Fee Determination, the total allowable costs will exclude Incumbent Employee Pension Costs as provided in paragraph (e) of the Section I Clause entitled *FAR 52.216-10 Incentive Fee*.
- (c) The Final Fee Determination may be reduced in accordance with Clause B.6 *Incentive Fee Calculation*.
- (d) DOE will not owe interest or other surcharges on any amount of fee that is not paid until the Final Fee Determination.
- (e) In accordance with contract clause B.1, Type of Contract – Items Being Acquired, paragraphs (c) (2) and (c) (3), and contract clause B.11, DOE Authorization of CLIN 2 and CLIN 3; if CLINs 2 and 3 are not authorized then the Final Fee Determination will not include the fee associated with these CLINs.

TABLE B.1 INCENTIVE FEE STRUCTURE

Element	Definition/ Reference	CLIN 1		CLIN 2		CLIN 3		CLIN 4		Total
		Date	Amount	Date	Amount	Date	Amount	Date	Amount	
Cost Performance Incentive Fee (Target Cost, Target Fee, and Cost Share Ratio)										
Target Cost	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (b)(1)		\$1,452,404,898		\$184,239,462		\$160,667,073		TBD	\$1,797,311,433
Target Fee	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (b)(2)		\$101,667,870		\$12,896,762		\$11,246,695		TBD	\$125,811,327
Estimated Incumbent Employee Pension Costs	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (e)(5)		\$23,327,130		\$3,188,270		\$2,447,608		N/A	\$28,963,008
Cost Share Ratio (Government/C contractor)	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (e)		80/20		80/20		80/20		TBD	TBD
Schedule Performance Incentive Fee										
Completion of Contract Requirements	Fee earned for completion on or before the dates shown:	3/31/2012	\$25.9M	3/31/2012	\$10.9M	3/31/2012	\$3.2M		\$40.0M	
		9/30/2012	\$19.4M	9/30/2012	\$8.2M	9/30/2012	\$2.4M		\$30.0M	
		3/31/2013	\$15.5M	3/31/2013	\$6.5M	3/31/2013	\$2.0M		\$24.0M	
		9/30/2013	\$7.8M	9/30/2013	\$3.2M	9/30/2013	\$1.0M		\$12.0M	
		3/31/2014	\$3.9M	3/31/2014	\$1.6M	3/31/2014	\$0.5M		\$6.0M	
		9/30/2014	\$2.6M	9/30/2014	\$1.1M	9/30/2014	\$0.3M		\$4.0M	
		3/31/2015	\$1.2M	3/31/2015	\$0.6M	3/31/2015	\$0.2M		\$2.0M	
		9/30/2015	Zero	9/30/2015	Zero	9/30/2015	Zero		Zero	
Total Maximum Incentive Fee										
Maximum Cost Performance Incentive Fee	Maximum total Cost Performance Incentive Fee that may be earned		\$196,074,661 (13.5% of Target Cost)		\$24,872,327 (13.5% of Target Cost)		\$21,690,055 (13.5% of Target Cost)		TBD	\$242,637,043 (13.5% of Target Cost)
Maximum Schedule Performance Incentive Fee	Maximum total Schedule Performance Incentive Fee that may be earned		\$25.9M		\$10.9M		\$3.2M			\$40.0M
Total Minimum Incentive Fee										
Minimum Cost Performance Incentive Fee	Minimum total Cost Performance Incentive Fee that may be earned		Zero		Zero		Zero			Zero
Minimum Schedule Performance Incentive Fee	Minimum total Schedule Performance Incentive Fee that may be earned		Zero		Zero		Zero			Zero

TABLE B.2 SCHEDULE OF QUANTITIES AND TARGET COST

See attached Table B.2

TABLE B.3 OTHER COSTS AND PROJECTS (see below):

(Other Costs and Projects are for identifying those costs and projects which are over and above those included in other schedules and tables shown in the contract. These are not part of the target cost and target fee costs shown elsewhere in the contract and are considered to be "special" projects which are within the scope of this contract but not previously identified as part of the originally conceived contract or IPB. These have a different funding source from the rest of contract). An example of Other Costs and Projects would be specially funded projects, e.g., work associated with the B-Reactor Building as a Historical Landmark building.

<u>PROJECT DESCRIPTION</u>	<u>NEGOTIATED COST & FEE</u>	<u>COST ONLY</u>	<u>FEE ONLY</u>
REA-020/29 – B-Reactor Roof Repair	\$1,624,619	\$1,518,336	\$106,283

TABLE B.4 SUMMARY OF ARRA OBLIGATIONS AND AUTHORIZATIONS BY PROGRAM

Legacy Program Value	STARS Program Value	Legacy Program value Description	Obligated	NTP/NTE/Authorized
FD0211120	1111331	River Corridor	\$141,000,000	\$18,000,000 for ARRA full funding work scope \$10,000,000 for ARRA ERDF Expansion work scope
FD0221000	1111333	Soil and Groundwater - RL-1041	\$62,000,000	None
		Total	\$203,000,000	\$28,000,000

PART I – THE SCHEDULE

SECTION C – STATEMENT OF WORK

TABLE OF CONTENTS

C.1	PURPOSE, OVERVIEW, END-STATES, AND ORGANIZATION	1
	C.1.1 PURPOSE AND OVERVIEW	1
	C.1.2 END-STATES	1
	C.1.3 ORGANIZATION OF THE STATEMENT OF WORK	1
C.2	DESCRIPTION OF PERFORMANCE REQUIREMENTS.....	3
	C.2.1 ACTIVITY 1: TRANSITION	6
	C.2.2 ACTIVITY 2: REMEDIATION DESIGN	7
	C.2.3 ACTIVITY 3: REGULATORY AND SUPPORTING DOCUMENTATION	8
	C.2.4 ACTIVITY 4: DEACTIVATE, DECONTAMINATE, DECOMMISSION, AND DEMOLISH (D4) FACILITIES	10
	C.2.5 ACTIVITY 5: REACTOR INTERIM SAFE STORAGE	12
	C.2.6 ACTIVITY 6: FIELD REMEDIATION.....	13
	C.2.7 ACTIVITY 7: WASTE OPERATIONS	14
	C.2.8 ACTIVITY 8: OPERATE AND CLOSE UTILITY SYSTEMS	15
	C.2.9 ACTIVITY 9: SURVEILLANCE AND MAINTENANCE	17
	C.2.10 ACTIVITY 10: MISCELLANEOUS RESTORATION	18
	C.2.11 ACTIVITY 11: CLOSURE AND LONG-TERM STEWARDSHIP	19
C.3	ENVIRONMENT, SAFETY, QUALITY, AND HEALTH	19
	C.3.1 INTEGRATED SAFETY MANAGEMENT SYSTEM (ISMS).....	19
	C.3.2 ENVIRONMENT, SAFETY, QUALITY, AND HEALTH (ESQH) PROGRAM.....	20
	C.3.3 REPORTING	21
	C.3.4 ACCIDENT INVESTIGATION.....	21
	C.3.5 INTERACTIONS WITH THE DEFENSE NUCLEAR FACILITIES SAFETY BOARD	21
C.4	GOVERNMENT-FURNISHED SERVICES AND INFORMATION (GFS/I)	22
C.5	PROJECT MANAGEMENT	23
	C.5.1 PROJECT INTEGRATION AND CONTROL	23
	C.5.2 PROJECT SCOPE, SCHEDULE, AND COST BASELINE	23
	C.5.3 PROJECT BASELINE CHANGE CONTROL	24
	C.5.4 PROJECT PERFORMANCE INFORMATION AND MEASUREMENT	24
C.6	RISK MANAGEMENT	25
C.7	SAFEGUARDS AND SECURITY	26
	C.7.1 PHYSICAL SECURITY	26
	C.7.2 MATERIALS ACCOUNTABILITY	26
	C.7.3 INFORMATION PROTECTION	26
	C.7.4 COORDINATION WITH HANFORD SITE SAFEGUARD AND SECURITY ACTIVITIES.....	27
	C.7.5 EMERGENCY PREPAREDNESS	27
C.8	SUMMARY OF CONTRACT DELIVERABLES.....	28
C.9	LIST OF EXISTING REGULATORY AND SUPPORTING DOCUMENTATION.....	30

SECTION C

STATEMENT OF WORK

C.1 PURPOSE, OVERVIEW, END-STATES, AND ORGANIZATION

C.1.1 PURPOSE AND OVERVIEW

The purpose of this Contract is to close the Hanford Site River Corridor (RC), approximately 210 square miles of the Hanford Site along the Columbia River (illustrated in Figure C.1, *Hanford Site River Corridor*). This Contract applies performance-based contracting approaches; expects the Contractor to innovate and implement techniques that emphasize safe, efficient, and measurable results; and minimizes the description of how to accomplish the scope of work. The Contractor has the responsibility for total performance under the Contract, including determining the specific methods and graded approaches for accomplishing all work to be performed.

Portions of the work outlined in this Statement of Work will be funded utilizing American Recovery and Reinvestment Act funds. Upon definitization, the detail of this work will be documented in Attachment J-1, Table of River Corridor Closure Contract Work Scope.

C.1.2 END-STATES

The U.S. Department of Energy (DOE) has defined RC closure as completion of all activities required to: deactivate, decontaminate, decommission, and demolish excess facilities; place former production reactors in an interim safe and stable condition; remediate waste sites and burial grounds; meet regulatory requirements; and transition to long-term stewardship.

To achieve this end-state safely and efficiently, the Contractor shall establish defensible technical approaches, develop risk-based end-states to protect human health and the environment, implement accelerated risk reduction techniques, and implement a regulatory framework to comply with all applicable requirements.

The current regulatory framework to achieve Hanford Site remediation is established in the Hanford Federal Facility Agreement and Consent Order, commonly known as the *Tri-Party Agreement* (TPA), entered into by DOE, the U.S. Environmental Protection Agency Region 10 (EPA), and the Washington State Department of Ecology (WDOE).

C.1.3 ORGANIZATION OF THE STATEMENT OF WORK

This *Statement of Work* is divided into nine sections, with this *Section C.1* containing the purpose, overview, end-states, and organization; Section C.2, *Description of Performance Requirements*; Section C.3, *Environment, Safety, Quality, and Health*; Section C.4, *Government-Furnished Services and Information*; Section C.5, *Project Management*; Section C.6, *Risk Management*; Section C.7, *Safeguards and Security*; Section C.8, *Summary of Contract Deliverables*; and Section C.9, *List of Existing Regulatory and Supporting Documentation*.

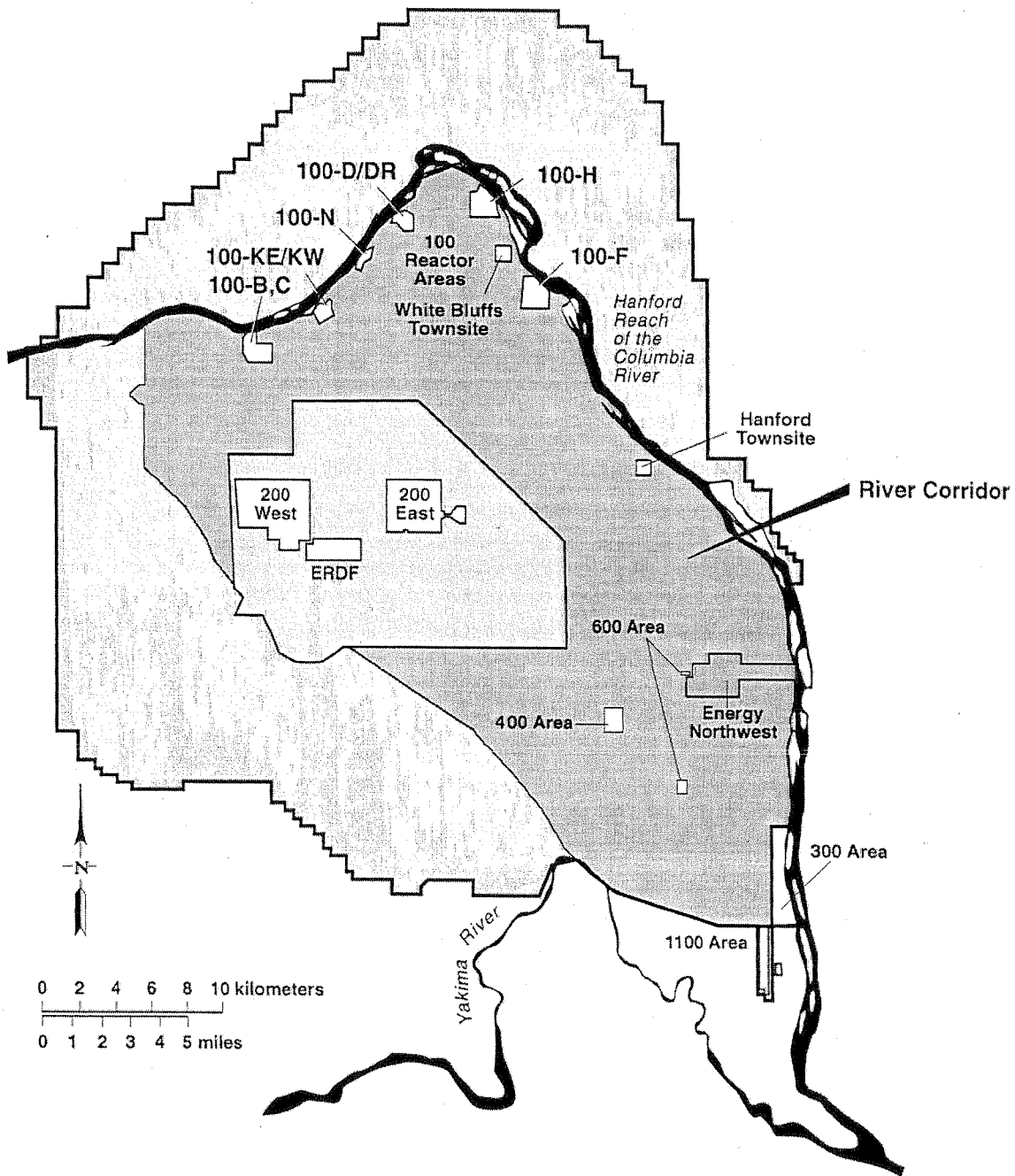


Figure C.1. Hanford Site River Corridor

Figure C.1 is for illustration purposes only; the Contractor shall rely upon the specific requirements contained within this *Statement of Work*

C.2 DESCRIPTION OF PERFORMANCE REQUIREMENTS

Except for the services and information identified as Government-Furnished Services and Information (GFS/I), the Contractor shall provide all personnel, facilities, equipment, materials, services, and supplies to close the RC.

The Contractor shall perform eleven major activities to close the RC:

Activity 1:	Transition
Activity 2:	Remediation Design
Activity 3:	Regulatory and Supporting Documentation
Activity 4:	Deactivate, Decontaminate, Decommission, and Demolish (D4) Facilities
Activity 5:	Reactor Interim Safe Storage
Activity 6:	Field Remediation
Activity 7:	Waste Operations
Activity 8:	Operate and Close Utility Systems
Activity 9:	Surveillance and Maintenance
Activity 10:	Miscellaneous Restoration
Activity 11:	Final Closure and Stewardship

The RC is divided into four major geographic areas, with one supporting geographic area:

- 100 Area, the location of nine former production reactors, associated support facilities, and the waste sites resulting from the disposal of solid and liquid wastes;
- 300 Area, the location of research, development, and fuel fabrication facilities, and the waste sites resulting from the disposal of solid and liquid wastes;
- 400 Area, the location of a small number of facilities and waste sites located outside the Fast Flux Test Facility reactor area;
- 600 Area, the location of two major burial grounds (618-10 and -11) on mostly vacant lands; and
- Waste Operations are supported in the 200 Area at the Hanford Site.

Consistent with a performance-based approach, this *Section* is structured to provide performance requirements and a linkage to individual requirements documents referenced in this *Statement of Work*:

- Table C.1, *River Corridor Work Summary*, provides a one-page summary of the work to be performed under this Contract and an index to the individual subsections; the numbers contained in Table C.1 provide the number of total remedial actions and field work sites across the RC;
- Table C.2, *River Corridor Contract Line Item Summary*, provides a summary on how each of the eleven major activities described within this *Section* are allocated to the three Contract Line Item Numbers (CLIN) referenced in the Section B clause entitled *Type of Contract – Items Being Acquired*;
- Each subsection within this *Section* provides a statement of scope and completion criteria, entrance condition, constraint(s), requirement(s), and GFS/I for the eleven major activities, with individual requirements for the 100, 300, 400, and 600 Areas; and

- All remedial actions and field work sites under this Contract are listed in Section J, Attachment J-1, *Table of River Corridor Closure Contract Workslope*; Attachment J-1 provides information on the incumbent performing contractor, status, and the available regulatory and supporting documentation for each remedial action and field work site.

Table C.1: River Corridor Work Summary

Activity	100 Area							300 Area	400 Area	600 Area	Totals
	B/C Area	D Area	F Area	H Area	K Area	N Area	Remaining Sites				
1: Transition	Refer to Section C.2.1								N/A	N/A	
2: Remediation Design	Refer to Section C.2.2										
3: Regulatory Documentation	Refer to Section C.2.3										
4: D4 Facilities	Refer to Section C.2.4										
	5	16	1	2	116	113	1	220	33	0	507
5: Reactor Interim Safe Storage	Refer to Section C.2.5										
	1	0	0	1	2	1	N/A	N/A	N/A	N/A	5
6: Field Remediation	Refer to Section C.2.6										
Liquid Waste Sites	4	6	1	4	8	0	0	0	0	0	23
Waste Sites	10	12	8	6	39	77	10	107	3	0	272
Burial Grounds	3	16	8	5	2	0	0	6	0	2	42
Confirmatory Sampling Sites	6	27	23	18	49	11	5	10	0	0	149
7: Waste Operations	Refer to Section C.2.7										
8: Operate and Close Utility Systems	Refer to Section C.2.8										
9: Surveillance and Maintenance	Refer to Section C.2.9										
10: Miscellaneous Restoration	Refer to Section C.2.10										
11: Final Closure and Stewardship	Refer to Section C.2.11										
Totals	29	77	41	36	216	202	16	343	36	2	998

Table C.2: River Corridor Contract Line Item Summary

Activity	CLIN 1	CLIN 2	CLIN 3	CLIN 4
	100 Area, Selected 300 Area, and 400 Area Contract Scope	Remaining 300 Area Contract Scope	600 Area Contract Scope	American Recovery and Reinvestment Act (ARRA) Workslope
1: Transition	Authorized at Contract award (and included as part of CLIN 1)			
2: Remediation Design	Authorized at Contract award (and included as part of CLIN 1)			Upon DOE Authorization of specific workslope
3: Regulatory Documentation	Authorized at Contract award (and included as part of CLIN 1)			Upon DOE Authorization of specific workslope
4: D4 Facilities	Authorized at Contract award	Upon DOE Authorization of CLIN 2	N/A	Upon DOE Authorization of specific workslope
	Excess 300 Area facilities	13 300 Area facilities shown in Table C.3, 300 Area Facilities Occupied by PNNL		
5: Reactor Interim Safe Storage	Authorized at Contract award	N/A	N/A	Upon DOE Authorization of specific workslope.
6: Field Remediation	Authorized at Contract award	Upon DOE Authorization of CLIN 2	Upon DOE Authorization of CLIN 3	Upon DOE Authorization of specific workslope
	Field Remediation linked to Excess 300 Area facilities	Field Remediation linked to 13 300 Area facilities shown in Table C.3		
7: Waste Operations	Authorized at Contract award	Upon DOE Authorization of CLIN 2	Upon DOE Authorization of CLIN 3	Upon DOE Authorization of specific workslope
8: Operate and Close Utility Systems	Authorized at Contract award (and included as part of CLIN 1)			Upon DOE Authorization of specific workslope
9: Surveillance and Maintenance	Authorized at Contract award (and included as part of CLIN 1)			Upon DOE Authorization of specific workslope
10: Miscellaneous Restoration	Authorized at Contract award	Upon DOE Authorization of CLIN 2	Upon DOE Authorization of CLIN 3	Upon DOE Authorization of specific workslope
11: Final Closure and Stewardship	Authorized at Contract award	Upon DOE Authorization of CLIN 2	Upon DOE Authorization of CLIN 3	
uthorized at Contract award is defined as Contract Scope that is authorized to be performed at Contract award. pon DOE Authorization of CLIN 2 or 3 is defined as Contract Scope that is not authorized to be performed until OE authorizes the work under the Section B Clause entitled, DOE Authorization of CLIN 2 and CLIN 3.				

C.2.1 ACTIVITY 1: TRANSITION

Scope and Completion Criteria:

The Contractor shall: transition all ongoing RC closure workscope; transition any subcontract work that the Contractor elects to continue under an existing subcontract with the Project Hanford Management Contract (PHMC) and the Environmental Restoration Contract (ERC); complete workforce transition in accordance with the requirements of Section H, *Special Contract Requirements*; and deliver a completed *Transition Agreement*.

Entrance Condition:

The starting point of the work under this Contract is the projected status of work as of start of transition. At the time of Contract award, work will be ongoing and performed under the PHMC and ERC. The projected status and existing contractor assignment of ongoing work by contract is shown in Section J, Attachment J-1, *Table of River Corridor Closure Contract Workscope*. Existing major subcontracts are shown in Section J, Attachment J-10, *Existing Subcontracts*.

Constraint(s): none

Requirement(s):

The Contractor shall submit a *Transition Plan* for DOE approval (Deliverable C.2.1.1) that provides a description of transition activities, involved organizations, and transition schedule. The *Transition Plan* shall include a draft *Transition Agreement* for transition activities to be completed immediately following Contract award, and the approach for transition activities for facilities with a delayed release to the Contractor. The Contractor shall coordinate directly with the PHMC, ERC, PNNL, and DOE to finalize the *Transition Agreement* and complete transition of all ongoing work. The Contractor shall develop the inter-contractor ordering and financial agreements that are necessary to support transition and Contract performance, and is responsible for the costs incurred under these agreements.

During the transition period, the Contractor shall identify any material differences in the projected status shown in Section J, Attachment J-1, *Table of River Corridor Closure Contract Workscope*, and actual project status. The Contractor shall present a statement of all material differences as part of the *Transition Agreement*.

The Contractor shall submit a final *Transition Agreement* (Deliverable C.2.1.2) that includes the signatures of all contractor transition parties (PHMC, ERC, PNNL, and the Contractor).

The Contractor shall conduct a self-assessment of transition completion, support DOE in-process verification of Contract transition, and be accountable for all work performed under this Contract at the end of the transition period.

Government-Furnished Services and Information:

- DOE will coordinate with PHMC, ERC, and PNNL to provide Contractor access to information required to support transition of work;
- DOE will require PHMC and ERC contractors to assign existing subcontracts upon Contractor request;
- DOE will conduct in-process verification of Contract transition; and
- DOE will sign the *Transition Agreement* as the last party to sign.

C.2.2 ACTIVITY 2: REMEDIATION DESIGN

Scope and Completion Criteria:

The Contractor shall complete all required remediation design required for the RC closure.

Entrance Condition:

The starting status of all current Remediation Design is shown in Section J, Attachment J-1, *Table of River Corridor Closure Contract Workslope*.

Constraint(s): none

Requirement(s):

The Contractor shall act as the design authority, including developing design solutions, preparing all design media and documentation, maintaining the design bases, and performing design reviews.

The Contractor shall complete all required Engineering Evaluation/Cost Analysis (EE/CA) and Removal Action Work Plans (RAWP).

The Contractor shall develop a defensible technical approach for all remediation design by proposing, developing, and coordinating a risk-based end-state based on risk analysis, projected future land use, and points of compliance and evaluation. The Contractor shall submit a *Risk-Based Strategy* (Deliverable C.2.2.1) for DOE and regulator review, coordinate the review and implementation of the *Risk Based Strategy* with DOE and the regulators, and integrate agreements that result from the *Risk Based Strategy* into the remediation design.

The Contractor shall submit a separate *600 Area Remediation Design Solution* (for the 618-10 and 618-11 Burial Grounds) for DOE approval (Deliverable C.2.2.2). This *600 Area Remediation Design Solution* shall include the: characterization and analysis results from any field investigations; analysis and selection of retrieval and packaging technology(ies); engineering analyses; proposed waste disposal pathways; identification of required Government-Furnished Services and Information; schedule; and cost estimate to perform the field work. The 618-10 and -11 Burial Grounds are part of the 300-FF-2 Record of Decision. DOE will separately authorize all 600 Area Field Remediation as described in the Section B clause entitled *DOE Authorization of CLIN 2 and CLIN 3*.

The Contractor shall coordinate with the PHMC and PNNL, and submit individual *Detailed D4 Plans* (Deliverable C.2.2.3) for: 100-K Area D4, 100-N Area D4, and D4 for each of the PNNL-occupied and Supporting Facilities in the 300 Area. The *Detailed D4 Plans* shall: describe the approach to transfer facility and operational knowledge required to complete D4; define access requirements for the Contractor to conduct characterization, surveys, inventory, and other related activities; and identify opportunities for early release for work on individual facilities in advance of the dates shown in the *Constraints* sections of this *Statement of Work*. The Contractor may propose an accelerated date for early release of individual facilities. Proposed early release dates require the agreement of the Contractor and the PHMC and/or PNNL, and require DOE approval to change the dates shown in the *Constraints* sections of this *Statement of Work*.

Government-Furnished Services and Information:

- DOE may periodically conduct in-process assessments of the remediation design; and
- If DOE elects to conduct technology evaluation and demonstration for the 600 Area Remediation, DOE will provide this information to the Contractor. The Contractor has full responsibility to evaluate and select technology(ies) for the 600 Area Remediation.

C.2.3 ACTIVITY 3: REGULATORY AND SUPPORTING DOCUMENTATION

Scope and Completion Criteria:

The Contractor shall prepare and submit all regulatory and supporting documentation required for the regulatory approvals to complete all work under this Contract, and implement all regulatory requirements that result from the regulatory and supporting documentation.

Entrance Condition:

Section C.9, List of Existing Regulatory and Supporting Documentation, in the *Statement of Work*, provides a list of existing regulatory and supporting documentation, including: 100 Area Regulatory Documentation, 100 Area Action Memorandum, ERDF Regulatory Documents, 300 Area Regulatory Documents, Resource Conservation and Recovery Act (RCRA) Permits, EE/CA/Removal Action Work Plans, NEPA Documentation, and Other Documents.

The 100 and 300 Area source operable units have been programmatically separated from the groundwater operable units. The Hanford Site groundwater program is performed by other Hanford contractors, with assigned contractual responsibility for the groundwater program, the groundwater operable units, and groundwater transported contaminants into the riparian zone and the Columbia River. The current approach is to first attempt to restore groundwater to its highest potential use, and second, specify alternative concentration limits or alternative point(s) of compliance.

Constraint(s): none

Requirement(s):

The Contractor shall comply with: 1) the TPA in accordance with the Section H clause entitled Environmental Responsibility, 2) all interim and final Records of Decision (ROD) and the requirements in each ROD, 3) all requirements in Section C.9, List of Existing Regulatory and Supporting Documentation, and 4) all applicable regulatory requirements.

The Contractor shall integrate NEPA and RCRA required activities into the CERCLA process for the RC wherever appropriate. The Contractor shall prepare the technical information required for any additional NEPA analyses and/or documentation that may be required.

The Contractor shall prepare, submit, and receive DOE and regulatory approvals for all additional regulatory and supporting documentation required to complete the work under this Contract (Deliverable C.2.3.1). The Contractor shall provide all necessary support to

DOE in executing its owner role with regulators and stakeholders in the preparation, submission, and approval of regulatory and supporting documentation.

The Contractor shall integrate the work performed under this Contract for the source operable units and the work performed by other Hanford contractors for the groundwater operable units. The Contractor shall prepare an *Integrated RC Work Plan for a CERCLA Baseline Risk Assessment*, for DOE and regulatory approval (Deliverable C.2.3.2), which will serve as the basis for the risk assessment required for final regulatory decisions for all operable units in the RC. The Contractor is responsible for preparing the regulatory and supporting documentation for source operable units, including assessing the impacts of surface-transported and groundwater-transported contaminants in the riparian zone and near-shore environment.

The Contractor shall complete the following technical analyses for the Columbia River component of the River Corridor Baseline Risk Assessment: 1) geotechnical evaluation for the River Corridor Baseline Risk Assessment, and 2) screening evaluation and scoping report that defines risk assessment boundaries. The Contractor shall incorporate the results of these technical analyses into the *Workplan for the Columbia River component of the River Corridor Baseline Risk Assessment*.

Upon completion of an individual remedial action or related group of remedial actions, the Contractor shall prepare, submit, and receive DOE approval and regulatory approvals for a Waste Information Data System reclassification form and supporting documentation package. DOE and regulator approvals of the WIDS reclassification form and supporting documentation are required and are a condition precedent to meeting the requirements of Deliverable C.2.11.2, *Remedial Action Report*.

The Contractor is assigned lead responsibility for coordination with the regulators to develop an optimum regulatory approach for all work under this Contract. As part of this responsibility, the Contractor is encouraged to propose changes to the regulatory approach, including: changes to current regulatory end-points to establish risk-based end-states that maintain protection of human health and the environment; and innovations to regulatory strategies and processes that improve total performance. The Contractor shall not assume that each innovation will result in a change to the regulatory approach.

Proposed changes to the regulatory approach will require the Contractor to consult with DOE as an owner in advance of any proposed change. The Contractor shall comply with existing TPA, ROD, and applicable regulatory requirements pending regulatory approval of any change. Following consultation with DOE, the Contractor is assigned the lead responsibility to coordinate with the regulators and stakeholders to implement proposed changes.

Government-Furnished Services and Information:

- DOE will operate as an owner¹ in coordination with the regulators to reach agreement on Contractor-prepared regulatory and supporting documentation;
- DOE will operate as an owner in coordination with the regulators to reach agreement on innovations that require changes to the regulatory approach;
- DOE will review, approve, and/or certify as required, all regulatory and supporting documentation;

¹ "Owner" is defined as the Federal organization that is responsible for the Hanford Site and the activities that are conducted on the site.

- DOE will direct other Hanford contractors to provide the Contractor: 1) access to groundwater program information, and 2) the regulatory and supporting documentation for the groundwater operable units;
- DOE will prepare any additional NEPA analyses and/or documentation that may be required; and
- DOE will provide existing Safety Basis documentation for Hazard Category 2 and 3 Facilities.

C.2.4 ACTIVITY 4: DEACTIVATE, DECONTAMINATE, DECOMMISSION, AND DEMOLISH (D4) FACILITIES

Scope and Completion Criteria:

The Contractor shall complete D4 on the excess facilities shown in Attachment J-1, *Table of River Corridor Closure Contract Workscope*, in accordance with all actions and requirements contained in the regulatory and supporting documentation.

Entrance Condition:

The starting status for D4 of facilities in the 100 and 300 Areas is shown in Section J, Attachment J-1, *Table of River Corridor Closure Contract Workscope*. Additional information on 300 Area facilities is located in the *Hanford Site 300 Area Accelerated Closure Project Plan* (HNF-6465).

Constraint(s):

100 Area:

100 K Area facilities and the infrastructure, utility systems, personnel access, vehicular access, and parking required for the safe occupancy and use of these facilities for completion of the spent nuclear fuel mission, have a delayed release to the Contractor to initiate D4; 100 K East is delayed to October 2006, and 100 K West is delayed to December 2007.

300 Area:

Buildings 303B, 3712, and 3716 have a delayed release to the Contractor to September 2006 for completion of uranium removal.

Nineteen (19) facilities in the 300 Area are currently or have been recently occupied by the Pacific Northwest National Laboratory (PNNL). Five (5) of these facilities will be vacant at Contract award. Thirteen (13) of these facilities have a delayed release to the Contractor to initiate D4 and are included as part of CLIN 2 as described in the Section B clause entitled *Type of Contract – Items Being Acquired*. Table C.3, *300 Area Facilities Occupied by PNNL*, provides the facility name, facility number, and release date to the Contractor to initiate D4. The Contractor shall maintain the infrastructure, utility systems, personnel access, vehicular access, and parking required for the safe occupancy and use of these facilities by PNNL through the release dates shown in Table C.3.

In addition to the defined release dates shown in Table C.3, 300 Area Facilities Occupied by PNNL, DOE will evaluate the readiness for PNNL to vacate these PNNL-occupied and supporting facilities. Based on the results of the DOE evaluation, DOE will make a decision to authorize or not authorize D4 on the facilities shown in Table C.3, 300 Area Facilities Occupied by PNNL, as described in the Section B clause entitled DOE Authorization of CLIN 2 and CLIN 3.

Table C.3: 300 Area Facilities Occupied by PNNL

Facility Name	Facility Number	Release Date
Radiological Calibrations Laboratory	318	October 2009
Physical Sciences Laboratory	320	October 2009
Mechanical Properties Laboratory	323	October 2009
Radiochemical Processing Laboratory Complex	325	October 2009
Material Sciences Laboratory	326	October 2009
Chemical Sciences Laboratory	329	October 2009
Life Sciences Laboratory Complex	331	October 2009
High-Bay Testing Facility	336	October 2009
Maintenance Building	338	October 2009
Plant Operations and Maintenance Facility	350	October 2009
General Storage	3718P	October 2009
Gamma Irradiation Facility	3730	October 2009
Technical Library	3760	October 2009

400 Area:

This Activity specifically excludes the remediation of facilities associated with the Fast Flux Test Facility reactor area (to be performed under a separate contract), and the Fuels Materials Examination Facility complex (427 Building, 4862 Building, 451 and 451B Electrical Substations, Support Facilities North of 427 Building, and 400 Area Process Pond and Sewer System).

Support Facilities:

The 100 Area, 300 Area, and 400 Area Fire Stations, and the utility systems, communication systems, and personnel access required to support these facilities, have a delayed release to the Contractor to initiate D4. Each Fire Station and its supporting systems will be released to the Contractor to initiate D4 based on the earlier of two events: 1) completion of the Hanford Fire Department Baseline Needs Assessment eliminating the need for the Fire Station (the Assessment is prepared and updated by the PHMC, and approved by DOE); or 2) six months following completion of all other D4 within an Area.

Requirement(s):

The Contractor shall complete D4 on facilities in accordance with the actions and all regulatory requirements established in the regulatory and supporting documentation.

The Contractor shall complete D4 for Buildings 313, 314, and 314B in the 300 Area by September 2006.

The Contractor shall complete all required characterization and analysis to support this Activity.

Government-Furnished Services and Information:

- DOE will coordinate with PHMC, ERC, PNNL, and JOCO contractors to provide all available historical information and current documentation on facilities for D4;
- DOE will coordinate with other Hanford Site contractors for turnover of facilities with delayed release shown in Section C.2.4, *D4 Facilities, Constraint(s)*; and
- DOE will allow the Contractor to reuse existing office and other facilities located in the RC prior to D4; the Contractor has full responsibility to provide required services and maintain these facilities.

C.2.5 ACTIVITY 5: REACTOR INTERIM SAFE STORAGE

Scope and Completion Criteria:

The Contractor shall place B, H, KE, KW, and N Reactors in Interim Safe Storage (ISS); and maintain B, C, D, DR, F, H, KE, KW, and N Reactors in ISS status through the end of the Contract, in accordance with all actions and requirements contained in the regulatory and supporting documentation.

Entrance Condition:

C, D, DR, and F Reactors will be in ISS status; work on H Reactor to place the facility into ISS will be ongoing; and no work to place B, KE, KW, and N Reactors will have been performed.

Constraint(s):

100 Area:

B Reactor will have a delayed release to the Contractor for ISS to evaluate a permanent museum/park concept, with a release date to the Contractor in October 2011. If DOE determines the museum/park concept is viable, the B Reactor ISS scope will be changed under the provisions of the Section I clause entitled *Changes*.

KE and KW Reactors will have a delayed release to the Contractor to allow the Hanford Spent Nuclear Fuel Mission to be completed, with release dates to the Contractor, as described in Section C.2.4, *Activity 4: D4 Facilities*.

Requirement(s):

The Contractor shall place and maintain all nine former production reactors in ISS status through the period of Contract performance, in accordance with the actions and all regulatory requirements established in the regulatory and supporting documentation.

The Contractor shall D4 the production reactors that have not been placed into ISS status, by completing D4 up to the reactor shield wall/block, and removing associated above ground and underground structures and other systems outside of the reactor shield wall/block.

The Contractor shall complete all required characterization and analysis to support this *Activity*.

The Reactors will remain in ISS status after the period of performance of this Contract, and the Contractor shall transition the nine reactors to a successor contractor at the end of the Contract.

Government-Furnished Services and Information:

- DOE will coordinate with the ERC contractor to provide all available historical information and current documentation for the nine former production reactors; and
- DOE will coordinate with the ERC contractor to provide the existing ISS design information for C, DR, F, and H Reactors.

C.2.6 ACTIVITY 6: FIELD REMEDIATION

Scope and Completion Criteria:

The Contractor shall complete Field Remediation on the liquid waste sites, waste sites, burial grounds, and confirmatory sampling sites shown in Attachment J-1, *Table of River Corridor Closure Contract Workslope*, and in accordance with all actions and requirements contained in the regulatory and supporting documentation.

Entrance Condition:

The starting status for field remediation in the 100 and 300 Areas is shown in Section J, Attachment J-1, *Table of River Corridor Closure Contract Workslope*. Additional information on the 300 Area can be found in the *Hanford Site 300 Area Accelerated Closure Project Plan* (HNF-6465). No field remediation work has started in the 400 and 600 Areas.

Constraint(s):

The Contractor shall not proceed with Field Remediation activities in the 600 Area until authorized by DOE as described in the Section B clause entitled *DOE Authorization of 600 Area Field Remediation*.

Requirement(s):

The Contractor shall complete field remediation in accordance with the actions and all regulatory requirements established in the regulatory and supporting documentation.

Upon completion of the confirmatory sampling process, if the confirmatory waste site does not meet the applicable record of decision remedial action objectives and goals, the Contractor shall issue a remove, treat, and dispose, or partial remaining sites verification report, as applicable, to document and summarize the results. The Contractor shall disposition each "Confirmatory Site" in accordance with the requirements of the Tri-Party Agreement Action Plan Section 3.5. Where required by the regulatory and supporting documentation, the Contractor shall perform "Confirmatory Site" design and remediation.

Prior to March 31 of each year, the Contractor shall prepare and submit to DOE Confirmatory Sites workslope (design and remediation) the Contractor requests to initiate the following year. With prior DOE approval, the Contractor may be allowed to propose Confirmatory Sites work scope which may be longer than one fiscal year.

The Contractor shall complete all required characterization and analysis to support this Activity.

Government-Furnished Services and Information:

- DOE will coordinate with PHMC, ERC, and PNNL contractors to provide all available historical information and current documentation for field remediation sites.

C.2.7 ACTIVITY 7: WASTE OPERATIONS

Scope and Completion Statement:

The Contractor shall transfer and dispose of all wastes generated under this Contract, expand and operate the Environmental Restoration and Disposal Facility (ERDF), and transition ERDF to a successor operator at the end of the Contract.

Entrance Condition:

There are two facilities to disposition wastes generated under this Contract: 1) the ERDF, a centralized CERCLA disposal facility operated under this Contract; and 2) the Central Waste Complex (CWC), a central storage facility for low-level, mixed low-level, transuranic, mixed transuranic, and other hazardous wastes that require treatment prior to disposal, operated by others under a different Hanford Site contract.

Constraint(s):

Use of the CWC by the Contractor is limited to only those wastes generated under this Contract that can not be treated and disposed of in the ERDF.

Requirement(s):

The Contractor shall operate ERDF in accordance with the actions and all regulatory requirements established in the regulatory and supporting documentation. The Contractor shall prepare, submit, and maintain all required modifications to the regulatory and supporting documentation for the expansion and operation of ERDF under this Contract.

The Contractor shall optimize the approach to dispose of wastes generated under this Contract; and coordinate with regulator and stakeholders to build agreement for an optimized approach.

The Contractor shall treat all wastes as required to meet applicable Waste Acceptance Criteria; transfer and dispose wastes in the ERDF; and package and transfer wastes to be stored at CWC.

The Contractor shall comply with the Waste Acceptance Criteria for ERDF that are defined in BHI-00139 (Rev. 3), *Environmental Restoration Disposal Facility Waste Acceptance Criteria*, and maintain and update this Waste Acceptance Criteria as required throughout the period of Contract performance.

The Contractor shall comply with the Waste Acceptance Criteria for the CWC that are defined in:

<http://www.hanford.gov/wastemgt/wac/acceptcriteria.cfm>

The Contractor shall maintain and operate the ERDF in accordance with regulatory requirements; expand ERDF as necessary, with a minimum expansion to include the construction of ERDF Cells 7, 8, 9, and 10 for future waste disposal under this Contract, with vadose zone monitoring for future disposal cells; and transfer leachate to the 200 Area Effluent Treatment Facility (ETF) and receive ETF residues for disposal at ERDF.

ERDF will remain in operation after the period of performance of this Contract, and the Contractor shall transition ERDF to a successor operator at the end of the Contract.

The Contractor shall be prepared to receive additional wastes from other waste generators for disposal at ERDF. The Contractor shall coordinate with other waste generators that require disposal at ERDF, and develop and update: 1) waste volume projections; and 2) a service provider approach (including regulatory, technical, contractual, and other required features). The Contractor shall provide these services to other waste generators, and recover disposal costs from other waste generators for disposal at ERDF. The proposed waste volume projections and service provider approach will be subject to periodic DOE review and approval.

The Contractor shall complete all required characterization and analysis to support this Activity.

Government-Furnished Services and Information:

- DOE will direct the PHMC to coordinate with the Contractor, and receive wastes at CWC.
- DOE will direct the PHMC to coordinate with the Contractor, and receive ERDF leachate at the 200 Area Effluent Treatment Facility.

C.2.8 ACTIVITY 8: OPERATE AND CLOSE UTILITY SYSTEMS

Scope and Completion Criteria:

The Contractor shall operate, maintain, and close all utility systems that are located in the RC, described in the document entitled "River Corridor Closure Contract Utility System Description," except as noted in the *Constraint(s)* below.

Entrance Condition:

Entrance Conditions are hereby incorporated by reference and are described in the *River Corridor Closure Contract Utility System Description* made available to the Contractor.

Constraint(s):

Electrical System:

This Activity specifically excludes the following components of the Electrical System: 1) electrical systems owned and operated by BPA; 2) Hanford Site 230 kV transmission lines, substations, and supporting equipment; 3) Hanford Site 13.8 kV distribution lines, associated equipment, and materials in the 100 Area, 200 Area, and those extending into the 600 Area; 4) all electrical systems in the 400 Area; 5) electrical systems owned and operated by the Benton PUD

(traveling along Highway 240 and north to the 200 Areas and serving loads at the Yakima Barricade, the Rattlesnake Barricade, and air samplers at the Army Loop Road, south of US Ecology, at Rattlesnake Springs, and at the Vernita Bridge); 6) electrical systems owned and operated by the Benton REA (traveling north of Highway 240 to the Wye Barricade and serving loads at the Wye Barricade, street lights at the Route 10 and 4S intersection and the Wye Barricade); 7) electrical systems owned and operated by Avista Utilities (tapping off a BPA line near the Hanford Townsite and crossing the Columbia River); 8) the Hanford Site electrical dispatch center and SCADA System; and 9) all equipment, materials, and spare parts for all Hanford Site transmission and distribution systems in the existing Hanford Site inventory. The Contractor shall protect these systems against disruption and damage during performance of work under this Contract. The specific interface points between the electrical distribution systems and the buildings and facilities they serve are identified in the Hanford Site electrical diagrams.

Miscellaneous 300 Area Systems:

This *Activity* specifically excludes all natural gas systems owned and operated by Cascade Natural Gas.

The Building Heat and Compressed Air systems in the 300 Area operated under a separate service contract with JCI have a delayed release to the Contractor until October 2007.

The 310 TEDF, the support 340 Facility, the associated 307 Retention Basins, the 342 Collection Sump Facility, and supporting infrastructure will have a delayed release to the Contractor until the treatment capability is no longer required or provided through alternative methods and systems.

Sanitary Waste Systems:

This *Activity* specifically excludes all 300 Area Sanitary Waste Systems owned and operated by the City of Richland.

Water System:

This *Activity* specifically excludes the following components of the 100 Area Water System: 182 B Area River Pump House; 182 B Open Concrete Reservoir; 182 D Area River Pump House; 182 D Open Concrete Reservoir; and the pipe connecting the 100 Area water system to the 200 Area.

This *Activity* specifically excludes all 300 Area Water Systems owned and operated by the City of Richland.

Requirement(s):

The Contractor shall develop an integrated approach to furnish, operate, maintain, and close (where applicable) the required utility services in the 100, 300, 400, and 600 Areas. The Contractor shall provide utility services in accordance with all of the *Requirements* and *Constraints* described within this *Statement of Work*. The Contractor may elect to provide utility services using existing and/or alternative methods and systems. For all facilities with a delayed release to the Contractor, the Contractor shall provide for safe and reliable continuity of utility services for each delayed release facility through the release date specified for the facility. The Contractor shall make the appropriate decisions on equipment and systems, including decisions to run-to-failure.

The Contractor shall transition control of all utility systems at the Hanford Site including Electrical, Miscellaneous 300 Area Systems, Sanitary Waste, and Water systems located in the RC (except those identified in the *Constraints* of this *Section*) from the PHMC to the Contractor by October 2006; and transition the steam system from JCI to the Contractor by October 2007. Control of the utility systems does not require self-performance of the operation, maintenance, and closure of the utility systems. The Contractor may enter into a service-provider relationship with Hanford Site contractors and/or other utility providers for the operation, maintenance, and/or closure of all or part of the utility systems.

The Contractor shall support Hanford Site utility service, outage, and termination planning, including: 1) provide projections in response to all DOE requests for annual and/or multi-year utility service projections (Deliverable C.2.8); 2) coordinate all planned utility service outages with each affected Hanford Site users 60 days in advance of any service interruption; and 3) coordinate all planned utility service terminations 180 days in advance of any service termination with each affected Hanford Site user (and in accordance with all of the *Constraints* described within this *Statement of Work*).

The Contractor is responsible for all of its costs to maintain, operate, and close (where applicable) the required utility services in the 100, 300, 400, and 600 Areas throughout the period of Contract performance. The Contractor shall develop a proposed cost recovery approach for utility services provided to other Hanford Site users located in the RC, and recover the pro-rated share of utility service costs from other Hanford Site users throughout the period of Contract performance. The proposed cost-recovery approach will be subject to periodic DOE review and approval.

Government-Furnished Services and Information: none

C.2.9 ACTIVITY 9: SURVEILLANCE AND MAINTENANCE

Scope and Completion Criteria:

The Contractor shall perform surveillance and maintenance of all facilities during the period of performance of the Contract.

Entrance Condition:

Multiple surveillance and maintenance programs are currently being conducted by the ERC in the 100 and 300 Areas, and at the ERDF; and by the PHMC in the 100, 300, 400, and 600 Areas.

Surveillance and maintenance programs are being conducted by PNNL for the 13 PNNL-occupied facilities in the 300 Area shown in Table C.3, *300 Area Facilities Occupied by PNNL*.

Constraint(s): none

Requirement(s):

The Contractor shall develop and implement a graded surveillance and maintenance approach consistent with the condition of the individual facilities and/or field remediation sites; the hazards identified through the ISMS and other appropriate analyses; and the plans for closure. The Contractor shall make the appropriate decisions on equipment

and systems, including decisions to run-to-failure, based on its needs to perform work under this Contract and maintain required regulatory monitoring systems.

For facilities with a delayed release to the Contractor for D4, the Contractor is responsible for surveillance and maintenance starting at the delayed release date through the end of the Contract.

Government-Furnished Services and Information: none

C.2.10 ACTIVITY 10: MISCELLANEOUS RESTORATION

Scope and Completion Criteria:

The Contractor shall complete miscellaneous restoration that is not provided for in the regulatory and supporting documentation.

Entrance Condition:

Abandoned areas are located across the RC that contain miscellaneous above-ground utility structures and components that are no longer in use; abandoned fencing and debris; and areas that require backfill, grading, and re-vegetation. There are also areas across the RC that may contain previously unidentified waste sites.

Constraint(s): none

Requirements(s):

The Contractor shall remove all above-ground utility structures and components no longer in use, remove all surplus fencing and debris, restore the landscape through backfill and grading to match the natural contours of the area, restore positive drainage, and re-establish native vegetation.

For the areas within the RC that an 'orphan sites' evaluation (previously unidentified waste sites) has not been performed, the Contractor shall conduct an 'orphan sites' evaluation, including: 1) review of historical information, 2) target area geophysical investigation, 3) field walkdown and 4) prepare and issue orphan sites evaluation report to document and summarize the results (Deliverable C.2.10). If the results of the orphan sites evaluation necessitate additional work (confirmatory sampling, design, and/or remediation), the Contractor shall submit to DOE by March 31 of each year the additional work the Contractor requests to initiate in the following fiscal year.

The Contractor shall disposition each 'orphan site' in accordance with the requirements of the Tri Party Agreement Action Plan Section 3.5. Where required by the regulatory and supporting documentation, the Contractor shall perform 'orphan sites' confirmatory sampling, design, and remediation in accordance with Contract requirements. Section J, Attachment J-1, and Section B, Tables B.1 and B.2 will be revised to reflect the Change if appropriate.

Government-Furnished Services and Information: none

C.2.11 ACTIVITY 11: CLOSURE AND LONG-TERM STEWARDSHIP

Scope and Completion Criteria:

The Contractor shall complete all activities required to: deactivate, decontaminate, decommission, and demolish excess facilities; place former production reactors in an interim safe and stable condition; remediate waste sites and burial grounds; meet regulatory requirements; and be ready to transition to long-term stewardship.

Entrance Condition: N/A

Constraint(s): none

Requirement(s):

The Contractor shall submit for DOE approval a *Long-Term Stewardship Plan – Draft* (Deliverable C.2.11.1) that provides the proposed approach and criteria to be met for long-term stewardship.

The Contractor shall submit for DOE approval a separate *Remedial Action Report (RAR)* (Deliverable C.2.11.2) for each operable unit in the RC to document the completion of remedial action for an operable unit.

The Contractor shall conduct a closure review with independent experts. The results of the closure review will be used to assure that the implemented remedies meet the required action objectives and goals in the RODs and that no further action is needed to protect human health and the environment. The Contractor shall conduct separate closure reviews for the 100 and 300 Areas.

The Contractor shall submit for DOE approval a *Long-Term Stewardship Plan – Final* (Deliverable C.2.11.3) that contains: 1) a proposed Finding of Suitability to Transfer in accordance with CERCLA Section 120 (h); and 2) the final criteria required for long-term stewardship and how these criteria have been met. DOE approval of the *Long-Term Stewardship Plan – Final* is a condition precedent to Completion of Contract Requirements.

Government-Furnished Services and Information:

DOE will furnish one of the independent experts for the closure review(s).

C.3 ENVIRONMENT, SAFETY, QUALITY, AND HEALTH

C.3.1 INTEGRATED SAFETY MANAGEMENT SYSTEM (ISMS)

The Contractor shall establish and maintain a single, project-wide ISMS in accordance with the requirements of the Section I clause entitled *Integration of Environmental, Safety and Health into Work Planning and Execution*, Section I clause entitled *Laws, Regulations, and DOE Directives*; and the Section B clause entitled *Conditional Payment of Fee, Profit and Other Incentives*. DOE will provide guidance to the Contractor on the preparation, content, review and approval of the Contractor's ISMS as specified within Section I Clause entitled *Integration of Environmental, Safety and Health into Work Planning and Execution*.

The Contractor shall submit its ISMS Description for DOE approval (Deliverable C.3.1). Until DOE approves the Contractor's ISMS Description, the Contractor shall adopt and implement existing ISMS Descriptions.

C.3.2 ENVIRONMENT, SAFETY, QUALITY, AND HEALTH (ESQH) PROGRAM

The Contractor shall establish and maintain an integrated ESQH program to ensure the protection of human health and the environment. The Contractor's ESQH program shall be operated as an integral and visible part of Contract performance. The Contractor's ESQH program shall include effective work planning and execution, establish clear priorities, allocate the appropriate resources, establish performance measures, analyze performance, and take effective actions.

The Contractor shall flow the applicable ESQH requirements down to all levels of self-performed work and all tiers of subcontracted work performance, and promptly identify and correct areas of non-compliance and performance concerns on self-performed and subcontracted levels of work performance.

C.3.2.1 ENVIRONMENTAL

The Contractor shall develop and implement an integrated program to provide environmental protection and compliance, and take the actions that are described in Section C.2.3, *Regulatory and Supporting Documentation*. The Contractor shall submit for DOE approval, an *Environmental Protection and Compliance Plan* (Deliverable C.3.2.1). The *Environmental Protection and Compliance Plan* shall describe the current environmental protection and compliance framework, proposed changes to this framework, and the proposed approach to maintain compliance throughout the Contract.

C.3.2.2 NUCLEAR SAFETY

The Contractor shall develop and implement a graded approach to maintain compliance with 10 CFR 830, *Nuclear Safety Rule*, for the facilities that require compliance with the *Nuclear Safety Rule*. The Contractor shall Maintain the Existing Safety Basis for all Hazard Category 2 and 3 Facilities (Deliverable C.3.2.2) until the hazards are reduced to a level that the Safety Basis can be cancelled.

C.3.2.3 QUALITY

The Contractor shall develop and implement an integrated quality program that reflects the Contractor's graded approach to quality across all project activities. The Contractor shall submit for DOE approval, a *Quality Assurance Program Description* (QAPD) (Deliverable C.3.2.3), in accordance with the applicable requirements of 10 CFR 830 Subpart A, *Quality Assurance Requirements*; Contractor Requirements Document (CRD) O 414.1A, *Quality Assurance*; *EPA Requirements for Quality Assurance Project Plans* (EPA QA/R-5); and other quality assurance documents as may be applicable. The Contractor may adopt existing QAPDs as an interim measure.

C.3.2.4 WORKER SAFETY AND HEALTH

The Contractor shall develop and implement a single Worker Safety and Health Program that eliminates, limits, or mitigates the identified workplace hazards in a manner that is necessary and sufficient to provide adequate protection of workers and is tailored to reflect the activities and hazards in particular work environments.

C.3.2.5 OCCUPATIONAL RADIATION PROTECTION

The Contractor shall document and implement a single Radiation Protection Program (RPP) as required by 10 CFR 835.101. The Contractor shall submit the RPP for DOE approval (Deliverable C.3.2.5). The Contractor may adopt existing RPPs as an interim measure.

C.3.2.6 CHRONIC BERYLLIUM DISEASE PREVENTION PROGRAM

The Contractor shall develop and implement a single Chronic Beryllium Disease Prevention (CBDP) Program that supplements and is integrated into the WSHP. The Contractor shall submit for DOE approval, a CBDP Program (Deliverable C.3.2.6) in accordance with 10 CFR 850. The Contractor may adopt an existing CBDP program as an interim measure.

C.3.3 REPORTING

The Contractor shall report all environmental, safety, and health events and information as required in CRD M 231.1-1A, *Environment, Safety, and Health Reporting*; DOE O 450.1, *Environmental Protection Program*; and DOE O 5400.5, *Radiation Protection of the Public and the Environment* (Deliverable C.3.3). The Contractor shall flow down the applicable reporting requirements to all levels of self-performed work and all tiers of subcontracted work performance. The Contractor shall consolidate all information and serve as a single point of reporting to DOE for all environmental, safety, and health events and information.

The Contractor shall provide all required support for the preparation of annual and/or periodic consolidated Hanford Site reports for all Contract activities, including summaries of work performed, monitoring and assessment, compliance status, identification and resolution of problems, and other related activities. As part of the consolidated reporting activities, the Contractor shall provide the necessary support to multi-contractor Hanford Site working groups responsible for report preparation.

C.3.4 ACCIDENT INVESTIGATION

The Contractor shall support all Type A and Type B accident investigations for accidents on all self-performed and subcontracted levels of work performance, as required in CRD O 225.1A, *Accident Investigations*. The Contractor shall establish and maintain readiness to respond to an accident; respond to all accidents; mitigate potential accident consequences; assist in preserving, collecting, and processing information and evidence from the scene of the accident; and provide all necessary support required to investigate the accident and support an accident investigation board.

C.3.5 INTERACTIONS WITH THE DEFENSE NUCLEAR FACILITIES SAFETY BOARD

The Defense Nuclear Facilities Safety Board (DNFSB) is responsible for nuclear safety oversight authority of DOE and its activities. As directed by the Contracting Officer, the Contractor shall conduct activities in accordance with DOE commitments to the DNFSB, which are contained in implementation plans and other DOE correspondence to the DNFSB. The Contractor shall support preparation of DOE responses to DNFSB issues and recommendations that affect Contract scope. As directed by the Contracting Officer, the Contractor shall fully cooperate with DNFSB and provide access to work areas, personnel, and information, as necessary. The Contractor shall maintain a document process consistent with the CRD M 140.1-1B, *Interface with the Defense Nuclear Facilities Safety Board*.

C.4 GOVERNMENT-FURNISHED SERVICES AND INFORMATION (GFS/I)

DOE has identified the following Government-Furnished Services and Information (GFS/I) to be furnished under the Contract: 1) GFS/I within each subsection of Section C.2, *Description of Performance Requirements*, and 2) mandatory Hanford Site Services provided as GFS/I as described in Attachment J-13, *Hanford Site Services*. GFS/I is summarized in Attachment J-12, *Government-Furnished Services and Information (GFS/I)*.

DOE is committed to providing effective support to the Contractor throughout the period of Contract performance, and the Contractor may request that DOE consider providing additional GFS/I. To manage the GFS/I to be furnished under the Contract and to evaluate the additional GFS/I that may be required by the Contractor, the Contractor shall submit for DOE approval:

- *Government-Furnished Services and Information Request (Deliverable C.4.1)*, a 12-month advance projection of GFS/I to be furnished under the Contract and additional Contractor-requested GFS/I, to be submitted prior to each fiscal year; and
- *Government-Furnished Services and Information Request -- Update (Deliverable C.4.2)*, a quarterly update to the projection of GFS/I to be furnished under the Contract and additional Contractor-requested GFS/I, to be submitted prior to each quarter.

DOE will review the 12-month advance projection (Deliverable C.4.1). If DOE can support the additional Contractor-requested GFS/I, DOE will notify the Contractor within 30 days that the additional Contractor-requested GFS/I can be provided, and will provide the Contractor details regarding the DOE action(s). The supported GFS/I will be added to Attachment J-12, *Government-Furnished Services and Information (GFS/I)*, as a DOE commitment to the Contractor.

DOE will review the quarterly update (Deliverable C.4.2). If DOE can support the additional Contractor-requested GFS/I, DOE will notify the Contractor within 15 days that the additional Contractor-requested GFS/I can be provided, and will provide the Contractor details regarding the DOE action(s). The supported GFS/I will be added to Attachment J-12, *Government-Furnished Services and Information (GFS/I)*, as a DOE commitment to the Contractor.

If DOE cannot support a Contractor request, DOE will notify the Contractor within 15 days that the requested GFS/I cannot be provided, and there will be no DOE commitment to the Contractor to furnish the GFS/I.

For the additional Contractor-requested GFS/I, DOE will use its best efforts to meet additional GFS/I commitments to the Contractor. However, in the event that DOE is unable, for any reason, to provide the Contractor with its requested additional GFS/I, the Contractor remains fully and solely responsible for obtaining the needed services and/or information in a timely manner and without any further recourse against DOE.

For each GFS/I that includes an interface with other Hanford contractors, the Contractor shall coordinate with the each of the contractors to support a cooperative and effective delivery of GFS/I.

C.5 PROJECT MANAGEMENT

The Contractor shall implement and maintain an integrated project management system to support safe, efficient, and measurable progress. The project management system shall include the processes and implementing procedures necessary to plan, execute, and control all work to be performed under this Contract as the RC Closure Project.

DOE will continuously seek to improve RC Closure Project performance under this Contract, and will actively seek effective Contractor project management and execution. The project management system shall be structured to provide early and continuous identification of opportunities to improve RC Closure Project performance.

C.5.1 PROJECT INTEGRATION AND CONTROL

The Contractor is responsible to integrate and control the RC Closure Project, and shall coordinate and integrate all RC Closure Project activities. As part of the project integration responsibilities, the Contractor shall develop an RC *Project Management Plan* (PMP), execute the plan, and coordinate changes to the plan across the project.

The Contractor shall submit for DOE approval, the RC PMP (Deliverable C.5.1) in accordance with the requirements of DOE O 413.3, *Program and Project Management for the Acquisition of Capital Assets*. The Contractor shall perform all responsibilities assigned to the Contractor in the RC PMP, and develop a graded approach to implement Order requirements.

The Contractor shall support all DOE and Hanford Site initiatives to coordinate, present, and integrate the RC Closure Project. The Contractor shall participate and provide all necessary support for: coordination, presentation, and integration initiatives with DOE, DOE prime contractors, regulators, advisory boards, tribal governments, and/or stakeholders.

During the planning, execution, and control of the RC Closure Project, the Contractor shall support all DOE and Hanford Site commitments to tribal governments in accordance with DOE P 141.1, *Department of Energy Management of Cultural Resources*, and the DOE *American Indian & Alaska Native Tribal Government Policy*.

C.5.2 PROJECT SCOPE, SCHEDULE, AND COST BASELINE

The Contractor shall develop an integrated scope, schedule, and cost baseline, submit the integrated *Project Baseline* for DOE approval (Deliverable C.5.2), and maintain the integrated *Project Baseline* throughout the period of Contract performance. The *Project Baseline* shall:

- Provide the basis for detailed scope definition, cost estimate information, budgetary reporting, performance measurement, and performance reporting under this Contract;
- Integrate with the ISMS described in Section C.3, Environment, Safety, Quality, and Health (ESQH) Program;

- Integrate with the financial system(s) to ensure consistent and accurate reporting of information, with traceability to budget and report codes, project baseline summary structure, and work breakdown structure;
- Integrate with the risk management approach described in Section C.6, *Risk Management*;
- Provide an integrated and traceable scope baseline for the life-cycle of the RC Closure Project, with specific scope statements, activities and deliverables, and acceptance requirements;
- Provide an integrated and traceable schedule baseline for the life-cycle of the RC Closure Project, with project activity definition, logic, and schedule; all regulatory milestones and commitments; DOE, Congressional, and external commitments; and performance milestones²;
- Provide an integrated and traceable cost baseline for the life-cycle of the RC Closure Project, with project resource plans, detailed resource estimates, budgetary requirements; and identification of direct costs, indirect costs, and fee; and
- Provide a Contingency Profile that defines total cumulative project contingency utilization against time for the life-cycle of the RC Closure Project, with traceable links to the scope, schedule, and cost baselines (project contingency utilization shall never exceed the project contingency level shown in the Profile at any point in time; DOE approval is required for project contingency utilization above the profile at any point in time).

C.5.3 PROJECT BASELINE CHANGE CONTROL

In coordination with DOE, the Contractor shall develop and submit for DOE approval, an integrated *Project Baseline Change Control Process* (Deliverable C.5.3), with change authorities consistent with the approved *RC PMP*. The objectives of the integrated *Project Baseline Change Control Process* are to operate a joint DOE-Contractor project baseline change control system, and to provide for DOE-Contractor joint project contingency management. The Contractor shall implement and provide all necessary support to the integrated project baseline change control system.

The *Project Baseline* shall be used as the reference for all baseline changes. Baseline changes shall be processed in accordance with the *Project Baseline Change Control Process*.

All changes to Target Cost, Target Fee, and Schedule will be made in accordance with Section B, *Supplies or Services and Prices/Costs*.

C.5.4 PROJECT PERFORMANCE INFORMATION AND MEASUREMENT

The Contractor shall provide DOE with the necessary project performance information to support budget planning, execution, and reporting; project planning and execution; audit and evaluation; and other DOE performance assessment and information needs.

The Contractor shall implement and maintain a project performance measurement system that provides accurate, timely, and meaningful progress information for the RC Closure Project. The Contractor shall submit a *Performance Management System*

² Performance milestones are described in the Section B clause entitled *Incentive Fee Payments*.

Description for DOE approval (Deliverable C.5.4.1) that describes the proposed RC Closure Project performance management approach.

The Contractor shall submit a *Monthly Performance Report* for DOE review (Deliverable C.5.4.2) that contains the following minimum information for the current month, current quarter, and cumulative-to-date:

- Evaluation of safety performance (including ISMS metrics and all recordable injuries, lost-time injuries, and near-misses);
- Evaluation of quality performance (including identification of performance trends, required corrective actions, and corrective action status);
- *Risk Management Report* (as described in Section C.6, *Risk Management*);
- Evaluation of project scope baseline accomplishments, significant accomplishments, regulatory commitments, and DOE/Congressional commitment metrics;
- Evaluation of project schedule baseline performance, variances, and critical path;
- Evaluation of project cost baseline performance and variances;
- Evaluation of performance against Target Cost, Target Fee, and schedule;
- Identification of acceleration initiatives, management actions required from DOE to enable acceleration, and Contractor evaluation of performance against acceleration initiatives;
- Evaluation of contingency utilization (linked to *Project Baseline* performance and the *Risk Management Report* [shown in Section C.6, *Risk Management*]);
- Estimates-to-complete and estimates-at-completion;
- Project change control summary (as established in the *Project Baseline Change Control Process* [Deliverable C.5.3], with each change identified as required by the Section B.5 clause entitled, *Changes to Target Cost, Target Fee, and Schedule*).
- Analysis of funds expenditure, with projections by Fiscal Year and life-cycle of the RC Closure Project;
- Identification of problems and performance trends, and the required corrective actions;
- 90-day look-ahead forecast for major activities, milestones, and GFS/I needs; and
- Business structure information to demonstrate ongoing compliance with the requirements of Clause H.13 *Self-Performed Work*.

C.6 RISK MANAGEMENT

The Contractor shall develop and implement a risk management system to evaluate and take effective action on project risk. The risk management system shall address the risk to achieve RC closure, and provide a monthly *Risk Management Report* to: (1) identify all major areas of risk; (2) assess risks to establish probability, consequences, cost performance risk, and schedule

performance risk; (3) manage risks to mitigate and close each area of risk; and (4) develop effective processes to identify and respond to emerging performance and regulatory risk. The Contractor shall submit for DOE approval, a *Risk Management Approach* (Deliverable C.6.1) that describes the risk management system and implementation; the *Risk Management Approach* shall be included as part of the *RC PMP* (Deliverable C.5.1). The Contractor shall submit a monthly *Risk Management Report* (Deliverable C.6.2) as part of the *Monthly Performance Report* described in Section C.5.4.

C.7 SAFEGUARDS AND SECURITY

The Contractor shall develop and implement a graded approach to safeguards and security consistent with the physical security, materials accountability, and information protection required for RC closure, and in accordance with the requirements identified in Section J, Attachment J-2, *DOE Directives Applicable to the River Corridor Closure Contract*. The Contractor shall flow down applicable safeguards and security program requirements to all self-performed and subcontracted levels of work performance. The Contractor's safeguards and security program is subject to DOE approval and periodic DOE review.

C.7.1 PHYSICAL SECURITY

The Contractor shall ensure protection against: unauthorized access; theft, diversion, and loss of custody of accountable nuclear material (source, other, and special nuclear material); theft of Government property; and other hostile acts that may cause unacceptable adverse impacts on national security or the health and safety of DOE or Contractor employees, the public, or the environment.

The Contractor shall comply with Hanford Site security awareness, security badge, and site access restriction policies. This Contract does not require the handling, preparation, or storage of classified information, and the Contractor is not responsible for classified information and access authorization requirements.

C.7.2 MATERIALS ACCOUNTABILITY

The Contractor is assigned responsibility for accountable quantities of Category IV nuclear materials and shall develop and implement a graded material control and accountability (MC&A) Plan for any accountable quantities of nuclear materials in accordance with DOE Orders and Manuals. The Contractor's MC&A Plan is subject to DOE-RL approval. The Contractor is not required to self-perform the MC&A Plan.

The Contractor shall develop and submit for DOE approval, a documented *Memorandum of Agreement (MOA) for the Safeguards and Security of Nuclear Materials in the RC* (Deliverable C.7.2), between the PHMC and the Contractor. This MOA would need to be in place if the Contractor does not self-perform the MC&A Plan.

The Contractor shall accept or renew/modify a Hanford Site agreement existing at the time of Contract award (Memorandum of Understanding [MOU] signed by Fluor Hanford, Inc. and Bechtel Hanford, Inc., *Memorandum of Agreement for the Safeguards and Security of Nuclear Material on Environmental Restoration Projects*, Revision 1, dated November 16, 2000). The purpose of this *Agreement* is to provide appropriate controls and a mechanism to transfer accountable quantities of nuclear materials greater than Category IV.

C.7.3 INFORMATION PROTECTION

The Contractor shall protect any unclassified sensitive information generated, processed, and stored within its facilities, under its administrative control, and/or within subcontracted areas of work performance. Information Security (IS) and Operations Security (OPSEC) procedures shall be developed to comply with DOE requirements for IS and OPSEC.

The Contractor shall protect wireless communications and information systems as described in DOE CRD N 205.8, *Cyber Security Requirements for Wireless Devices and Information Systems*.

C.7.4 COORDINATION WITH HANFORD SITE SAFEGUARD AND SECURITY ACTIVITIES

The Contractor shall coordinate and interface with the PHMC and its subcontractors who provide physical security services (e.g., site access control, security police officers, vulnerability analysis, etc.). The Contractor shall develop and submit for DOE approval, a *Memorandum of Agreement (MOA) for RC Physical Security Services*, identifying the division of roles and responsibilities between the Contractor and the PHMC (Deliverable C.7.4).

C.7.5 EMERGENCY PREPAREDNESS

The Contractor shall develop and maintain an emergency management program as described in DOE/RL-94-02, Rev. 2, *Hanford Emergency Management Plan*. The program shall establish the processes and instructions for all RC activities, including: response actions; associated precautions and prerequisites; and identification of responsible individuals needed to carry out the appropriate action during a drill, exercise, or actual emergency.

C.8 SUMMARY OF CONTRACT DELIVERABLES

Table C.4: Summary of Contract Deliverables

Deliverable		DOE Action		Contract Deliverable Due Date
		Action	DOE Response Time ³	
C.2.1.1	<i>Transition Plan</i>	Approve	5	10 days after award
C.2.1.2	<i>Transition Agreement</i>	Approve	15	August 12, 2005, with final attachments on August 26, 2005.
C.2.2.1	<i>Risk-Based Strategy</i>	Approve	30	90 days after award
C.2.2.2	<i>600 Area Remediation Design Solution</i>	Approve	90	January 2007
C.2.2.3	<i>Detailed D4 Plans</i>	Approve	30	180 days before D4
C.2.3.1	<i>Regulatory and Supporting Documentation</i>	Review, Approve and/or Certify	30	Where required
C.2.3.2	<i>Integrated RC Work Plan for a CERCLA Baseline Risk Assessment</i>	Approve	60	September 2006
C.2.8	<i>Utility Service Projections</i>	Review	30	As required
C.2.10	<i>Orphan Site Evaluation Report</i>	Review	30	As required
C.2.11.1	<i>Long-Term Stewardship Plan – Draft</i>	Approve	45	October 2007
C.2.11.2	<i>Remedial Action Report</i>	Approve	30	Where required
C.2.11.3	<i>Long-Term Stewardship Plan – Final</i>	Approve	45	90 days before Completion of Contract Requirements
C.3.1	<i>ISMS Description/Phase I Verification</i>	Approve	90	Transition ISMSD 90 days after award; Final ISMSD 6 months after contract assumption
	<i>ISMS Phase II Verification</i>	Approve	90	270 days after approval of ISMS Description
C.3.2.1	<i>Environmental Protection and Compliance Plan</i>	Approve	30	90 days after award

³ Number of calendar days for DOE to execute its GFS/I responsibilities to provide review, approval, and/or certification action on the deliverable following Contractor submission of an acceptable product; or DOE comments on the deliverable following Contractor submission of an unacceptable product that will require revision and re-submission for DOE review, approval, and/or certification action.

Deliverable		DOE Action		Contract Deliverable Due Date
		Action	DOE Response Time ³	
C.3.2.2	<i>Maintain Existing Safety Basis</i>	Approve Major Change	60	Where required
		Approve Minor Change	30	
		Approve USQ	45	
C.3.2.3	<i>Quality Assurance Program Description</i>	Approve	30	90 days after award
C.3.2.5	<i>Radiation Protection Program</i>	Approve	30	90 days after award
C.3.2.6	<i>Chronic Beryllium Disease Prevention Program</i>	Approve	30	90 days after award
C.3.3	<i>Environmental, Safety, and Health Reporting</i>	Review	30	As required
C.4.1	<i>Government-Furnished Services and Information Request</i>	Approve	30	45 days in advance of each fiscal year; except for FY 06 wherein the request is due 15 days after DOE validation of Deliverable C.5.2, Project Management Baseline.
C.4.2	<i>Government-Furnished Services and Information Request – Update</i>	Approve	15	Quarterly; 45 days in advance of new request
C.5.1	<i>Project Management Plan</i>	Approve	30	90 days after award
C.5.2	<i>Project Baseline</i>	Approve	60	180 days after award
C.5.3	<i>Project Baseline Change Control Process</i>	Approve	15	90 days after award
C.5.4.1	<i>Performance Management System Description</i>	Approve	30	90 days after award
C.5.4.2	<i>Monthly Performance Report</i>	Review	N/A	Monthly
C.6.1	<i>Risk Management Approach</i>	Approve	15	90 days after award
C.6.2	<i>Risk Management Report</i>	Review	N/A	Monthly
C.7.2	<i>MOA for the Safeguards and Security of Nuclear Materials in the RC</i>	Approve	15	90 days after award

Deliverable		DOE Action		Contract Deliverable Due Date
		Action	DOE Response Time ³	
C.7.4	<i>MOA for RC Physical Security Services</i>	Approve	15	90 days after award
E.1	<i>Inspection System</i>	Approve	30	90 days after award
H.2	<i>Human Resources Compensation Plan</i>	Review	15	30 days after award
H.20	<i>Litigation Management Plan</i>	Approve	30	60 days after award

C.9 LIST OF EXISTING REGULATORY AND SUPPORTING DOCUMENTATION

C.9.1 100 Area Regulatory Documents

Declaration of the Record of Decision for the selected interim remedial actions for the 100-BC-1, 100-DR-1 and 100-HR-1 Operable Units, September 1995.

Amended Record of Decision, Decision Summary and Responsiveness Summary for the selected interim remedial actions for the 100-BC-1, 100-DR-1 and 100-HR-1 Operable Units, May 14, 1997.

Declaration of the Record of Decision for the selected action for the 100-IU-1, 10-IU-3, 100-IU-4 and 100-IU-5 Operable Units, No Action ROD, February 12, 1996.

Declaration of the Record of Decision for the selected Interim Remedial Action for the 100 Area Remaining Sites: 100-BC-1, 100-BC-2, 100-DR-1, 100-DR-2, 100-FR-1, 100-FR-2, 100-HR-1, 100-HR-2, 100-KR-1, 100-KR-2, 100-IU-2, 100-IU-6 and 200-CE-3 Operable Units, July 15, 1999.

Declaration of the Record of Decision for the selected Interim Remedial Action for the 100-NR-1 and 100-NR-2 Operable Units, (81 Sites in NR-1, Groundwater and Shoreline Site in NR-2), October 22, 1999.

Declaration of the Record of Decision for the selected Interim Remedial Action for the 100 Area (100 Area Burial Grounds): 100-BC-1, 100-BC-2, 100-DR-1, 100-DR-2, 100-FR-2, 100-HR-2, 100-KR-2 Operable Units, September 2000.

Declaration of Decision for a portion of the Interim Remedial Action for the (100 Area) 100-NR-1 Operable Unit, January 25, 2000.

Declaration of the Record of Decision, Decommissioning of Eight Production Reactors at the Hanford Site, Richland, Washington, September 14, 1993.

Explanation of Significant Differences for the 100 Area Remaining Sites Record of Decision and for the 300-FF-5 Record of Decision, June 15, 2000.

DOE/RL-96-17, Remedial Design Report/Remedial Action Work Plan for the 100 Area (DOE/RL-96-17, Rev. 4), September 2002.

DOE/RL-96-22, 100 Area Remedial Action Sampling and Analysis Plan (DOE/RL-96-22, Rev. 3), December 2001.

DOE/RL-99-58, Sampling and Analysis Plan for the 100 Area Remaining Sites (DOE/RL-99-58, Rev. 0), September 2000.

DOE/RL-2001-35, 100 Area Burial Ground Sampling and Analysis Plan (DOE/RL-2001-35, Rev. 0), December 2001.

Risk Assessment Work Plan for the 100 Area and 300 Area Components of the RCBRA (DOE/RL-2004-37, Rev. 2)

C.9.2 100 Area Action Memoranda

Approved Action Memorandum for the 100 B/C Area Ancillary Facilities and the 108-F Building Removal Action, January 29, 1997.

Action Memorandum: Expedited Response Action Proposal; 100-BC-1 Demonstration Project, June 27, 1995.

Action Memorandum: 183-H Solar Evaporation Basin Waste Expedited Response Action Cleanup Plan, November 26, 1996.

Notice of Change to the Waste Volume Estimates in the N Area Waste Expedited Response Action Memorandum, March 6, 1997.

Action Memorandum: N Area Waste Expedited Response Action Cleanup Plan, November 7, 1996.

Action Memorandum: N Springs Expedited Response Action Cleanup Plan, September 23, 1994.

Action Memorandum: Expedited Response Action Proposal River Land Site 100-IU-1, June 23, 1993.

Action Memorandum Approval: Sodium Dichromate Barrel Landfill 100-IU-4, March 8, 1993.

Action Memorandum: Time-Critical Removal Action for clean-up of 2,4-D Burial Site, 100-IU-3 (Wahlake Slope), undated (approx. August 1997).

Action Memorandum: 105-F and 105-DR Reactor Buildings and Ancillary Facilities, AR Doc. No. 004944, July 1998.

Action Memorandum: 105-D and 105-H Reactor Buildings and Ancillary Facilities, December 8, 2000.

Action Memorandum: 100N Ancillary Facilities, December 1998.

C.9.3 ERDF Regulatory Documents

Declaration of the Record of Decision for the selected remedial action for the Environmental Restoration Disposal Facility (ERDF), January 20, 1995.

Environmental Restoration Disposal Facility (ERDF) Explanation of Significant Differences (ESD), July 26, 1996.

Amended Record of Decision for the Environmental Restoration Disposal Facility, September 25, 1997.

Amended Record of Decision, Decision Summary, and Responsiveness Summary for the Environmental Restoration Disposal Facility (Delisting ROD Amendment), March 25, 1999.

Amended Record of Decision, Decision Summary, and Responsiveness Summary for the Environmental Restoration Disposal Facility (Staging Area and Expansion), February 2002.

Requirement for Vadose Zone Monitoring of Future ERDF Cells (July 2, 2003, letter from Manager, RL, to EPA Hanford Project Office).

Time Critical Action Memorandum for Disposal at the Environmental Restoration Disposal Facility of Non-Transuranic Waste Generated During the M-91 Retrieval Operations at Burial Ground 218-W-4C, April 15, 2004.

C.9.4 300 Area Regulatory Documents

Declaration of the Record of Decision for the final and interim remedial actions for the 300-FF-1 and 300-FF-5 Operable Units CCN No. 0048470, Doc. No. 11081, July 17, 1996.

Declaration of the Record of Decision 300-FF-2 Operable Unit (the 300-FF-2 Operable Unit is comprised of 118 accepted waste sites, which are listed in Appendix A of this ROD), April 5, 2001. These sites fall into four general categories: wastes sites in the 300 Area industrial complex; outlying waste sites north and west of the 300 Area industrial complex; general content burial grounds; and transuranic-contaminated burial grounds (including 618-10 and 11 Burial Grounds and associated waste sites).

DOE/RL-96-73, Rev. 1, 324 Building Radiochemical Engineering Cells, High-Level Vault, Low-Level Vault, and Associated Areas Closure Plan, September 1998.

Explanation of Significant Difference for 300-FF-2 OU Record of Decision, May 2004.

Risk Assessment Work Plan for the 100 Area and 300 Area Components of the RCBRA (DOE/RL-2004-37, Rev. 2)

C.9.5 Resource Conservation and Recovery Act (RCRA) Permit

There are four RCRA permitted TSD units associated with the 100 and 300 Areas. There are two located in the 100 Area: 105-DR Large Sodium Fire Facility (LSFF), and 1706-KE Treatment Facility; and two located in the 300 Area: 305-B Hazardous Waste Storage Facility, and 325 Hazardous Waste Treatment Facility. They are part of the "RCRA Permit for the Treatment, Storage, and Disposal of Dangerous Waste at the Hanford Facility," Rev. 6, Permit #WA7890008967. The 105-DR LSFF, 305-B HWSF and 325 HWTF are discussed in Part V, Chapter 10 of the permit.

C.9.6 Engineering Evaluation/Cost Analysis (EE/CA)/Removal Actions Work Plans

Reactor 105-D EE/CA - DOE/RL-2000-45 Rev. 0 RAWP DOE/RL-2000-57 Rev. 0.

Reactor 105-DR EE/CA - DOE/RL-98-23 Rev. 0 RAWP DOE/RL-98-37 Rev. 3.

Reactor 105-H EE/CA - DOE/RL-2000-46 Rev. 0 RAWP DOE/RL-2000-57 Rev. 0 .

DOE/RL-98-64, Surveillance and Maintenance Plan for the 100-N Area Deactivated Facilities, November 1998

DOE-RL, 1998c, EE/CA for the 100-N Area Ancillary Facilities and Integration Plan, DOE/RL-97-22, Rev. 1.

DOE-RL-2001-47, 300 Area Remedial Design Report/Remedial Action Work Plan, Rev. 1, Draft B.

DOE-RL-2001-48, Revision 1, 300 Area Sampling and Analysis Plan, Rev. 1, Draft B.

DOE/RL-2002-70, Removal Action Work Plan for 100-N Ancillary Facilities, April 2003

DOE/RL-2003-33, 100-N Ancillary Facilities and 190-DR Building Waste Characterization Sampling and Analysis Plan , December 2003

DOE/RL 2004-43, Rev. 0, Engineering Evaluation/Cost Analysis for the 100-K Area Ancillary Facilities, (Pending – scheduled completion date 9/21/04).

DOE/RL-2004-46, Rev. 0, Engineering Evaluation/Cost Analysis for 105-N Reactor Facility, (Pending - scheduled completion date 10/19/04).

DOE/RL 2004-55 , Rev. 0, Engineering Evaluation/Cost Analysis for the Final Configuration of the 105-B Reactor Facility, (Pending – scheduled completion date 9/30/04).

DOE/RL (# TBD), Rev. 0, Engineering Evaluation/Cost Analysis for the 300 Area, (Pending – scheduled completion date 9/30/04).

C.9.7 National Environmental Policy Act (NEPA) Documentation

Decommissioning of Eight Surplus Production Reactors at the Hanford Site Final Environmental Impact Statement, Richland, WA. DOE/EIS-0119F, December 1992. Record of Decision, September 1993 (58 FR 48509) [Note: For the former production reactors, NEPA documentation has been prepared for B, C, D, DR, F, H, KE, and KW Reactors; NEPA documentation has not been prepared for N Reactor].

Disposal of Hanford Defense High-Level, Transuranic and Tank Waste Final Environmental Impact Statement (HDW EIS), Hanford Site, Richland, WA. DOE/EIS-0113F, December 1987. Record of Decision, April 14, 1988 (53 FR 12449) [Note: includes coverage for 618-11 Site].

Final Hanford Comprehensive Land-Use Plan Environmental Impact Statement, Hanford Site, Richland, WA. DOE/EIS-0222F, September 1999. Record of Decision, November 12, 1999 (64 FR 61615). [Note: Sets land uses for entire Hanford Site].

Final Hanford Site Solid (Radioactive and Hazardous) Waste Program Environmental Impact Statement (HSW EIS), Hanford Site, Richland, WA, DOE/EIS-0286F, January 2004.

Hanford Reach of the Columbia River, Comprehensive River Conservation Study and Final Environmental Impact Statement (National Park Service, June 1994), Record of Decision, July 1996.

Environmental Assessment on Deactivation of the N Reactor Facilities, Hanford Site, Richland, WA, May 1995. Finding of No Significant Impact (FONSI), May 1, 1995. DOE/EA-0984.

Environmental Assessment on Shutdown of Fast Flux Test Facility, Hanford Site, Richland, WA, May 1995. FONSI, May 1, 1995. DOE/EA-0993.

Environmental Assessment on K Pool Fish Rearing, Hanford Site, Richland, WA, December 1996. FONSI, December 26, 1996. DOE/EA-1111.

Environmental Assessment on Salvage/Demolition of 200W, 200E, and 300 Areas Steam Plants, Hanford Site, Richland, WA, September 1996. FONSI, September 30, 1996. DOE/EA-1177.

Environmental Assessment on Use of Existing Borrow Areas, Hanford Site, Richland, WA, October 2001. FONSI, October 10, 2001. DOE/EA-1403.

Environmental Assessment on Reactivation and Use of Three Former Borrow Sites in the 100-F, 100-H, and 100-N Areas. FONSI, March 7, 2003. DOE/EA-1454.

C.9.8 Other Documents

Hanford Past Practice Strategy (DOE/RL-91-40)

100 Area and 300 Area Component of the River Corridor Baseline Risk Assessment: Basis and Assumptions on Project Scope (DOE/RL-2003-61)

Columbia River Component of the River Corridor Baseline Risk Assessment: Basis and Assumptions on Project Scope (DOE/RL-2004-49)

Risk Assessment Work Plan for the Columbia River Component of the RCBRA (DOE/RL-2005-09, Draft A)

PART I - THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE
TABLE OF CONTENTS

E.1	FAR 52.246-5 INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984).....	1
E.2	FIELD INSPECTION	1
E.3	DOE INSPECTION.....	2
E.4	ACCEPTANCE.....	2

PART I - THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

E.1 FAR 52.246-5 INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)

- (a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the Contract requires.
- (c) The Government has the right to inspect and test all services called for by the Contract, to the extent practicable at all places and times during the term of the Contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may:
 - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce any fee payable under the Contract to reflect the reduced value of the services performed.
- (e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may:
 - (1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or
 - (2) Terminate the Contract for default.

E.2 FIELD INSPECTION

- (a) Unless otherwise designated by the specifications, all workmanship performed under the contract is subject to Government inspection at all times and places where work is being performed. The Contractor shall furnish promptly, and at no increase in Target Cost, Target Fee, and Schedule, all reasonable facilities, labor, and materials necessary for safe and convenient inspection by the Government. The Government shall perform inspections in a manner that will not unduly delay the work.
- (b) The Contractor is responsible for damage to property caused by defective workmanship. The Contractor shall promptly segregate and remove from the premises any unsatisfactory facilities, materials, and equipment used in contract performance, and promptly replace them with satisfactory items.

E.3 DOE INSPECTION

- (a) DOE inspections and other assessments of Contractor-performed work are for the sole benefit of the Government, and do not:
 - (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - (3) Constitute or imply acceptance; or
 - (4) Affect the continuing rights of DOE after acceptance of the completed work.
- (b) The presence or absence of a DOE inspector/assessor does not relieve the Contractor from any contract requirement, nor is the inspector/assessor authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (c) Certification - In order for the Contracting Officer to accept any products or services funded by the Recovery Act, the Contractor shall certify that the items were delivered and/or work was performed for a purpose authorized under the Recovery Act.

E.4 ACCEPTANCE

The Contracting Officer will determine final acceptance within 30 days after the following two conditions have been satisfied: 1) the Contractor has successfully met the Completion of Contract Requirements (as defined in Section B, *Supplies or Services and Prices/Costs*); and 2) DOE has accepted the *Long-Term Stewardship Plan – Final* (Deliverable C.2.11.2 as described in Section C, *Statement of Work*) that contains the results of the closure review and the proposed long-term stewardship approach for the 100, 300, 400, and 600 Areas.

PART I - THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

TABLE OF CONTENTS

F.1	PERIOD OF PERFORMANCE AND DELIVERY DATES	1
F.2	PRINCIPAL PLACE OF PERFORMANCE.....	1
F.3	FAR 52.242-15 STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984).....	1

SECTION F

DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE AND DELIVERY DATES

The period of performance for this Contract shall extend from the date of Contract award in SF-33, *Solicitation, Offer, and Award* Completion of Contract Requirements on or before September 30, 2015.

The period of performance for the Recovery Act work specified in Section C and Table J-1 shall be for the period of performance beginning April 8, 2009 through September 30, 2011.

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal places of performance of this contract shall be the Hanford Site, near Richland, Washington, and other facilities as directed by the Contracting Officer.

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

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allowable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Termination clause of this Contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected and the contract shall be modified, in writing, accordingly, if:
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allowable to, the performance of any part of this contract; and
 - (2) The Contractor asserts a claim for the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim asserted at any time before final payment under this Contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

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

PART I - THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

TABLE OF CONTENTS

G.1	CORRESPONDENCE PROCEDURES	1
G.2	CONTRACT ADMINISTRATION.....	1
G.3	BILLING INSTRUCTIONS.....	1
G.4	MODIFICATION AUTHORITY	3
G.5	REPRESENTATIONS AND CERTIFICATIONS	3
G.6	REPORTS AND DELIVERABLES	3

PART I - THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

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

- (a) **Technical Correspondence:** Technical correspondence shall be addressed to the DOE Contracting Officer's Representative (COR) with an information copy addressed to the DOE Contracting Officer (when used herein, excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract).
- (b) **Other Correspondence:** All other correspondence shall be addressed to the DOE Contracting Officer with information copies of the correspondence to the COR and the DOE Patent Counsel (where patent or technical data issues are involved).

G.2 CONTRACT ADMINISTRATION

The correspondence address of the DOE Contracting Officer is:

River Corridor Contract, Contracting Officer
U.S. Department of Energy
Richland Operations Office
Office of Procurement Services, MSIN A7-80
P.O. Box 550
Richland, WA 99352

The CO will designate in writing the name and correspondence address of the COR who is the only individual (outside of the Contracting Officer) that may give technical direction in accordance with the Section I clause entitled *DEAR 952.242-70 Technical Direction*.

G.3 BILLING INSTRUCTIONS

- (a) The Contractor shall provide periodic electronic invoices (or data supporting payments cleared financing arrangement drawdowns) and cost accrual and accrual reversal records to DOE. Within the electronic invoice submission, the contractor shall provide all invoice data elements required to: a) determine that all costs invoiced by the Contractor were necessary and reasonable per the terms and conditions of the Contract; and b) properly record all contract costs and payments in the DOE accounting system. This includes, but is not limited to: Work Breakdown Structure (WBS) numbers, Budget and Reporting Classification (BRC) numbers, fund-type, Project Baseline Summaries (PBS) numbers, the fiscal year the funds were provided, the DOE project/task number, Object Classes, Cost Elements, Resource types, and plant and capital equipment line item number (if applicable).
- (b) The following invoice procedure will apply to the submission of invoices for Recovery Act work specified in Section C:

The contractor may draw-down costs through the "Special Demand Deposit Account" as described in Attachment J-7, Special Financial Institution Account Agreement for both Recovery Act work and other work in the same draw-down. However, the contractor shall separately identify costs in its draw-down that pertain to the Recovery Act work. Recovery Act costs shall also be segregated in the draw-down so as to identify those costs associated with each applicable appropriation at the Program and Project level of the following accounting and appropriations data:

Accounting and Appropriations Data

Level	1	2	3	4	5	6	7	8	9
Name	Fund	Appropriation Year	Allottee	Reporting Entity	Obj Class	Program	Project	WFO	Local Use
	06049	2009	34			1111331	2002140		
	06049	2009	34			1111333	2002140		

Also provided for your convenience is the following Legacy Program Information

STARS Fund Code	Fiscal Year	Legacy Program Value	STARS Program Value	Legacy Program value Description	STARS Project Code	Legacy Project Code	STARS Program Parent
06049	2009	FD0211120	1111331	River Corridor	2002140	Richland - Hanford Site - Accelerate TRU waste retrieval, and cleanup of surplus nuclear facilities, soil and groundwater	C002679
06049	2009	FD0221000	1111333	Soil and Groundwater - RL-1041	2002140	Richland - Hanford Site - Accelerate TRU waste retrieval, and cleanup of surplus nuclear facilities, soil and groundwater	C002675

The contractor shall certify in each monthly submittal of its cost summary file that the costs included in the summary file for Recovery Act work were incurred only to accomplish the Recovery Act work in accordance with Section C. Other existing provisions applicable to draw-down procedures are applicable to Recovery Act draw-downs.

- (c) Upon request, the Contractor shall also provide written documentation to support the electronic invoices to the DOE Contracting Officer or designee at the address identified in Section G.2.
- (d) Original invoices for interim fee shall be submitted to the designated paying office with copies to the CO and the COR. Original and copies of invoices are to be submitted at the same time and by the same method. Following are direct mail and express courier addresses for the paying office:

Direct Mail Address:

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

Express Courier Address:

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

G.4 MODIFICATION AUTHORITY

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

- (a) Accept non-conforming work;
- (b) Waive any requirement of this contract; or
- (c) Modify any term or condition of this contract.

G.5 REPRESENTATIONS AND CERTIFICATIONS

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

G.6 REPORTS AND DELIVERABLES

The following requirements apply to submission of all data deliverables:

- (a) The Contractor shall ensure that all data deliverables are as follows:
 - (1) Legible, sequentially numbered, and securely bound; and
 - (2) Clear, concise English using precise technical writing.
- (b) The Contractor shall prepare and submit reports as follows:
 - (1) Title page or cover sheet that identifies author, deliverable(s), and date; and
 - (2) Text on standard 8 1/2" x 11" letter size paper (one-way foldouts or larger sizes may be included with report text).
- (c) The Contractor shall submit deliverables, as follows:
 - (1) One reproducible hard copy with attachments and enclosures to the Contracting Officer;
 - (2) Three reproducible hard copies with attachments and enclosures and one electronic copy of all to the COR;
 - (3) One reproducible hard copy with attachments and enclosures to the DOE-RL Correspondence Control; and
 - (4) All electronic files shall be editable and have all functions normally available in the software for which the data was originally generated. Electronic files will be complete and consist of all data used or developed by the Contractor to generate the submission. The Contractor shall also provide a list of the electronic files included in the submission, documenting the specific deliverable for which the electronic files pertain, and the software and version used. In the event that the Contractor uses an internal proprietary software package, a copy of it shall be provided to DOE-RL.
- (d) The Contractor shall maintain configuration control over changes to information provided to the Contractor by DOE-RL or Government contractors, including but not limited to

drawings, specifications, electronic files, letter reports, calculations, analysis reports, etc., as appropriate, using the Contractor's established policies and procedures. The Contractor shall assign its own identifying number to information that it either creates or changes.

PART I - THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS

TABLE OF CONTENTS

H.1	INCUMBENT EMPLOYEES HIRING PREFERENCES	1
H.2	PAY AND BENEFITS	1
H.3	LABOR RELATIONS	4
H.4	WORKFORCE RESTRUCTURING	4
H.5	DETERMINATION OF APPROPRIATE LABOR STANDARDS	5
H.6	WORKERS' COMPENSATION	5
H.7	IMPLEMENTATION OF THE HANFORD SITE STABILIZATION AGREEMENT	6
H.8	RADIOLOGICAL DOSIMETRY SERVICES AND RECORDS, AND OCCUPATIONAL MEDICAL SERVICES AND RECORDS	8
H.9	STOP-WORK AND SHUTDOWN AUTHORIZATION	8
H.10	CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATION OR ALLEGED VIOLATIONS, FINES, AND PENALTIES	9
H.11	ALLOCATION OF RESPONSIBILITIES FOR CONTRACTOR ENVIRONMENTAL COMPLIANCE ACTIVITIES	9
H.12	ENVIRONMENTAL RESPONSIBILITY	10
H.13	SELF-PERFORMED WORK	11
H.14	EMERGENCY CLAUSE	12
H.15	ADVANCE UNDERSTANDING ON COSTS	12
H.16	PAYMENTS AND ADVANCES	12
H.17	FINANCIAL MANAGEMENT SYSTEM REQUIREMENTS	15
H.18	INVOICED AMOUNTS	16
H.19	ALTERNATIVE DISPUTE RESOLUTION (ADR)	16
H.20	LITIGATION MANAGEMENT PLAN	16
H.21	ADMINISTRATION OF SUBCONTRACTS	17

H.22	DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT PERFORMANCE.....	17
H.23	PRIVACY ACT SYSTEMS OF RECORDS	18
H.24	OTHER GOVERNMENT CONTRACTORS	18
H.25	KEY PERSONNEL	18
H.26	RESPONSIBLE CORPORATE OFFICIAL	20
H.27	MENTOR-PROTÉGÉ PROGRAM	20
H.28	SMALL BUSINESS SUBCONTRACTING FEE REDUCTION	20
H.29	LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT APPROPRIATIONS ACT, 2003)	21
H.30	NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS	21
H.31	RESERVED	21
H.32	SPECIAL VOLUNTARY RETIREMENT PROGRAM (SVRP) PAYMENT AUTHORIZATION.....	21
H.33	OTHER CONTRACTORS	22
H.34	EXCLUSIVE BENEFIT OF CONTRACTING PARTIES	23
H.35	SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (APR 2009)	24
H.36	MODIFICATION DEFINITIZATION	26
H.37	BASELINE AND REPORTING REQUIREMENTS FOR WORK PERFORMED UNDER THE RECOVERY ACT	27

H.35 SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (APR 2009)

Preamble:

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

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

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

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

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

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

Definitions:

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

Non-Federal employer means any employer with respect to Covered Funds – the contractor or subcontractor, as the case may be, if the contractor or subcontractor is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or

subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

A. Flow Down Provision

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

B. Segregation and Payment of Costs

Contractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where Recovery Act funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance.

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

C. Prohibition on Use of Funds

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

D. Wage Rates

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

E. Publication

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov , maintained by the Accountability and Transparency Board (the Board). The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Registration requirements

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

G. Utilization of Small Business

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

H.36 MODIFICATION DEFINITIZATION

(a) The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive modification for the Recovery Act work directed under this modification. The Contractor agrees to submit a technical, cost, and fee proposal in accordance with the instructions contained in section 9 of this modification A099.

(b) The schedule for definitizing this modification is as follows:

<u>Action</u>	<u>Date *</u>
Contractor submits technical, cost, and fee Proposal	60 days
Commence negotiations	140 days
Mutual agreement on definitization of Recovery Act work	160 days
Contractor submits certificate of current cost or pricing data	160 days
Execute definitization contract modification	180 days

*Date is specified as the number of calendar days after this modification is signed by both parties.

(c) If agreement on a definitive modification is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the clause in section I, entitled "Limitation of Government Liability," added by this modification.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by—

- (i) All clauses required by the FAR on the date of execution of this modification for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this modification shall continue in effect.

H.37 BASELINE AND REPORTING REQUIREMENTS FOR WORK PERFORMED UNDER THE RECOVERY ACT

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

a. For purposes of this clause the "pre-definitized period" is defined as that timeframe from the date of execution of modification number A099 directing the contractor to begin the Recovery Act work until the work is definitized in accordance with the clause in Section H entitled "Modification Definitization." All requirements for plans and deliverables during the pre-definitized period shall be based on the definitization time period estimated in the "Modification Definitization" clause.

b. During the pre-definitized period, the contractor shall develop and deliver to the Contracting Officer the following:

1. Within 30 days after execution of modification no. A099, the contractor shall provide a work plan for performance of that portion of the work specified in Section C. Statement of Work expected to be performed during the 180-day period after execution of modification no. A099. This plan shall include the following:

i. Product-oriented Work Breakdown Structure (WBS) and WBS dictionary in alignment with the statement of work, as modified for the Recovery Act work, to include performance of Recovery Act work totally within distinctly defined, separately tracked and uniquely managed WBS elements;

ii. Monthly spend plan consistent with the statement of work, completely segregating the non-Recovery Act work from the Recovery Act funded portions of the statement of work;

iii. Crosswalk of statement of work WBS elements and associated planned milestones, metrics, and estimated costs (at the 80% confidence level), at the Activity Building Block (ABB) level, between the current base program/project Near-Term Baseline (NTB) and/or Out-year Planning Estimate Range (OPER) and the Recovery Act work;

iv. Milestone list including, but not limited to, major hiring actions that create newly "created" or "retained" jobs by the contractor or first tier subcontractors in accordance with the clause in Section H, entitled "Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009, key starts and completions, enforceable regulatory dates, approval of key regulatory decisions, project critical decisions, delivery of critical Government Furnished Services and Items; and

v. Planned quarterly summary of jobs "created" or "retained" by the contractor and first tier subcontractors as defined in the Section H clause entitled "Special provisions relating to work funded under the American Recovery and Reinvestment Act of 2009."

2. Within 120 days after execution of modification no. A099, the contractor shall propose a Performance Baseline for the complete work specified in Section C. Statement of Work. This baseline shall use control accounts that will be made up of work packages. The WBS elements at the lowest level should roll up within the WBS structure and clearly identify the entire work to be

performed. The WBS shall clearly distinguish all non-Recovery Act work from all Recovery Act work. The proposed Performance Baseline shall include the following:

i. The contractor shall propose a performance baseline, at the a high confidence level, for the work to be performed, including the pre-definitized period and the post-definitized period. This baseline shall be based upon the work and schedule included in modification no. A099 and the contractor's cost proposal. A month-by-month baseline or budgeted cost of work scheduled (BCWS)/planned value (PV) must be developed for the complete Recovery Act work. This will be the original baseline for Recovery Act work and shall include all of the work by WBS, including both the pre- and post- definitized periods, and the contractor's defined management reserve.. The sum of these three items (estimated cost for the pre-definitized period, estimated cost for the post-definitized period, and the management reserve) shall equal the contractor's proposed estimated cost for the Recovery Act work. This performance baseline is subject to independent project review and certification before approval by the government.

ii. A network logic schedule utilizing Primavera will be developed at the activity level for each control account which includes milestones. The schedule must be resource loaded and coded to allow summarization of lower level activities through the control account for the complete Recovery Act work.

iii. The proposed Performance Baseline shall also include the planned quarterly summary of jobs "created" or "retained" by the contractor and first tier subcontractors as defined in the Section H clause entitled "Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009."

Deliverables supporting the Recovery Act performance baseline shall include all deliverables required under existing contract requirements, those Recovery Act deliverable and reporting requirements specified in the section H clause entitled "Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009". For all common deliverables, the data shall be clearly segregated and distinguished between non-Recovery Act work and Recovery Act work, as well as summing to complete contract totals.

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

3. The contractor shall support resolution of IPR or External Independent Review (EIR) corrective actions for the performance baseline submitted. .

c. During the pre-definitized period, the contractor shall determine the budgeted cost of work performed (BCWS)/earned value (EV) for budgeted cost for work performed (BCWP)/planned value (PV) on a monthly basis utilizing measurable units associated with each activity in the schedule (e.g., square foot reduction, number of TRU shipments, foot print reduction, etc.), as appropriate, that will allow the reporting of the contractor's progress in accordance with the reporting requirements specified in the clause in Section H entitled "Special provisions relating to work funded under American Recovery and Reinvestment Act." The associated actual cost of work performed (ACWP)/actual cost (AC), cost and schedule variances and performance indices, and variance analyses shall be reported monthly. Performance against the Recovery Act performance baseline shall be tracked separately from other work under the contract funded by other appropriations.

d. Upon negotiation of the definitive modification to the contract, the performance baseline documentation submitted in accordance with paragraph b.2 above shall be revised by the contractor to reconcile cost estimates and WBS elements, if necessary, consistent with the definitive modification.

Reporting Requirements

e. Within 30 days of definitization of the Recovery Act work, the contractor shall begin reporting against the established performance baseline in accordance with the reporting requirements specified under existing contract requirements, those reporting requirements specified in the section H. clause entitled "Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009 . Performance against the Recovery Act work shall be tracked and reported separately from other work under the contract funded by other appropriations.

f. These reports shall be provided to the Contracting Officer on a monthly basis .

a. Contract Performance Report (Refer to OMB No. 0704-0188 or DD FORM 2734/1, MAR 05) :Format 1 - Work Breakdown Structure, Format 3 - Baseline, and Format 5 - Explanations and Problem Analyses.

b. A Milestone report from Primavera reflecting status of all milestones being reported with columns for the scope, original planned date, current planned date, and the actual date the milestone was completed.

c. A funds management report by Budgeting & Reporting (B&R) codes that identifies the amount of funds obligated to the contract and the amount of funds obligated to the contractor, and committed and expended by the contractor.

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

I.1 FAR 52.252-1 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)	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 (Jul 1995)	None
I.6	FAR 52.203-7	Anti-Kickback Procedures (Jul 1995)	None
I.7	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)	None
I.8	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)	None
I.9	FAR 52.203-12	Limitations on Payments to Influence Certain Federal Transactions (Jun 2003)	None
I.9a**	FAR 52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Mar 2009)	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 (Oct 2003) (see full text version at end of Section I)	None
I.11a**	FAR 52.204-11	American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009)	None
I.12	FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (Jul 1995)	None
I.13	FAR 52.215-2	Audit and Records – Negotiation (Jun 1999) Alternate I (Mar 2009)	None
I.14	FAR 52.215-8	Order of Precedence – Uniform Contract Format (Oct 1997)	None
I.15	FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (Oct 1997)	None
I.16	FAR 52.215-13	Subcontractor Cost or Pricing Data – Modifications (Oct 1997)	None
I.17	FAR 52.215-15	Pension Adjustments and Asset Reversions (Jan 2004)	None
I.18	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
		<i>(Solicitation Note: See FAR 52.215-16 Facilities Capital Cost of Money – If the Offeror proposes FCCOM, this Clause is self-deleting in the Contract)</i>	
I.19	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Oct 1997)	None
I.20	FAR 52.215-19	Notification of Ownership Changes (Oct 1997) (see full text version at end of Section I)	None
I.21	FAR 52.216-7	Allowable Cost and Payment (Dec 2002)	None
I.22	FAR 52.216-10	Incentive Fee (Mar 1997)	(e) 20, 20, 15, 0
1.22a**	FAR 52.216-24	Limitation of Government Liability (see full text version at end of Section I)	(a) 28,000,000 (b) 28,000,000
I.23	FAR 52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)	None
I.24	FAR 52.219-8	Utilization of Small Business Concerns (May 2004)	None
I.25	FAR 52.219-9	Small Business Subcontracting Plan (Jan 2002) – Alternate II (Oct 2001)	None
I.26	FAR 52.219-16	Liquidated Damages – Subcontracting Plan (Jan 1999)	None
I.27	FAR 52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jun 2003)	(b) 0
I.28	FAR 52.219-25	Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Oct 1999)	None
I.29	FAR 52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	None
I.30	FAR 52.222-3	Convict Labor (Jun 2003)	None
I.31	FAR 52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (Sep 2000)	None
I.32	FAR 52.222-21	Prohibition of Segregated Facilities (Feb 1999)	None
I.33	FAR 52.222-26	Equal Opportunity (Apr 2002)	None
I.34	FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)	None
I.35	FAR 52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)	None
I.36	FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)	None
I.36.a	FAR 52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)	None
I.37	FAR 52.222-41	Service Contract Act of 1965, As Amended (May 1989)	None
I.38	FAR 52.222-42	Statement of Equivalent Rates for Federal Hires (May 1989)	Employee Class Monetary Wage – Fringe Benefits
I.39	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)	(b) TBD
I.40	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)	None
I.41	FAR 52.223-10	Waste Reduction Program (Aug 2000)	None
I.42	FAR 52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.43	FAR 52.223-14	Toxic Chemical Release Reporting (Aug 2003)	None
I.44	FAR 52.224-1	Privacy Act Notification (Apr 1984)	None
I.45	FAR 52.224-2	Privacy Act (Apr 1984)	None
I.46	FAR 52.225-11	Buy American Act – Construction Materials Under Trade Agreements (Jun 2004) (see full text version at end of Section I)	None
I.47	FAR 52.225-13	Restrictions on Certain Foreign Purchases (Dec 2003)	None
I.47a**	FAR 52.225-23	Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials under Trade Agreements (Mar 2009)	"NONE"
I.47b**	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)	"NONE"
I.48	FAR 52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)	None
I.49	FAR 52.227-1	Authorization and Consent (Jul 1995)	None
I.50	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)	None
I.51	FAR 52.227-3	Patent Indemnity (Apr 1984)	None
I.51.a	FAR 52.227-4	Patent indemnity – Construction Contracts (Apr 1984)	None
I.51.b	FAR 52.227-9	Refund of Royalties (Apr 1984)	None
I.52	FAR 52.227-23	Rights to Proposal Data (Technical) (Jun 1987)	TBD/TBD
I.53	FAR 52.230-2	Cost Accounting Standards (Apr 1998)	None
I.54	FAR 52.230-6	Administration of Cost Accounting Standards (Nov 1999)	None
I.55	FAR 52.232-9	Limitation on Withholding of Payments (Apr 1984)	None
I.56	FAR 52.232-17	Interest (Jun 1996)	None
I.57	FAR 52.232-22	Limitation of Funds (Apr 1984)	None
I.58	FAR 52.232-23	Assignment of Claims (Jan 1986)	None
I.59	FAR 52.232-25	Prompt Payment (Oct 2003) – Alternate I (Feb 2002)	None
I.60	FAR 52.232-34	Payment of Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999)	(b) No later than 15 days prior to submission of the first request for payment
I.61	FAR 52.233-1	Disputes (Jul 2002) – Alternate I (Dec 1991)	None
I.62	FAR 52.233-3	Protest After Award (Aug 1996) – Alternate I (Jun 1985)	None
I.63	FAR 52.236-2	Differing Site Conditions (Apr 1984)	None
I.64	FAR 52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984)	None
I.65	FAR 52.237-3	Continuity of Services (Jan 1991)	None
I.66	FAR 52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	None
I.67	FAR 52.242-3	Penalties for Unallowable Costs (May 2001)	None
I.68	FAR 52.242-4	Certification of Final Indirect Costs (Jan 1997)	None
I.69	FAR 52.242-13	Bankruptcy (Jul 1995)	None
I.70	FAR 52.243-2	Changes – Cost Reimbursement (Aug 1987) – Alternate	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
		I (Apr 1984)	
I.71	FAR 52.243-6	Change Order Accounting (Apr 1984)	None
I.72	FAR 52.243-7	Notification of Changes (Apr 1984)	(b) 10 days. (d) 30 days.
I.73	FAR 52.244-2	Subcontracts (Aug 1998) – Alternate II (Aug 1998)	(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: (1) All contract actions over \$10M. (2) All sole source actions over \$3M. (3) Termination settlement agreements over \$50K. (k) None.
I.74	FAR 52.244-5	Competition in Subcontracting (Dec 1996)	None
I.75	FAR 52.244-6	Subcontracts for Commercial Items (Jul 2004) (<i>see full text version at end of Section I</i>)	None
I.76	FAR 52.245-5	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts) (May 2004)	None
I.77	FAR 52.246-25	Limitation of Liability – Services (Feb 1997)	None
I.78	FAR 52.247-1	Commercial Bill of Lading Notations (Apr 1984)	(a) DOE (b) DOE Contract No. DE-AC06-04RL14655 DOE/RL Office of Procurement Services, A7-80, P.O. Box 550, Richland, WA 99352
I.79	FAR 52.247-63	Preference for U.S.-Flag Air Carriers (Jun 2003)	None
I.80	FAR 52.247-67	Submission of Commercial Transportation Bills to the General Services Administration for Audit (Jun 1997)	None
I.81	FAR 52.249-6	Termination (Cost Reimbursement) (May 2004)	None
I.82	FAR 52.249-14	Excusable Delays (Apr 1984)	None
I.83	FAR 52.251-1	Government Supply Sources (Apr 1984)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.84	FAR 52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	None
I.85	FAR 52.253-1	Computer Generated Forms (Jan 1991)	None
I.86	DEAR 952.202-1	Definitions (Jan 1997)	None
I.87	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	None
I.88	DEAR 952.204-2	Security (May 2002)	None
I.89	DEAR 952.204-75	Public Affairs (Dec 2000)	None
I.90	DEAR 952.208-70	Printing (Apr 1984)	None
I.91	DEAR 952.216-7	Allowable Cost and Payment (Jan 1997); Alternate II	None
I.92	DEAR 952.217-70	Acquisition of Real Property (Apr 1984)	None
I.93	DEAR 952.223-71	Integration of Environment, Safety, and Health into Work Planning and Execution (Dec 2000)	None
I.94	DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	None
I.95	DEAR 952.224-70	Paperwork Reduction Act (Apr 1994)	None
I.96	DEAR 952.226-74	Displaced Employee Hiring Preference (Jun 1997)	None
I.97	DEAR 952.227-82	Rights to Proposal Data (Apr 1994)	Offerors to Fill In
I.98	DEAR 952.231-71	Insurance -- Litigation and Claims (Apr 2002)	None
I.99	DEAR 952.242-70	Technical Direction (Dec 2000)	None
I.100	DEAR 952.245-5	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts)	None
I.101	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (Jun 1996)	None
I.102	DEAR 952.251-70	Contractor Employee Travel Discounts (Dec 2000)	None
I.103	DEAR 970.5203-1	Management Controls (Dec 2000)	None
I.104	DEAR 970.5204-2	Laws, Regulations, and DOE Directives (Dec 2000)	None
I.105	DEAR 970.5204-3	Access to and Ownership of Records (Dec 2000)	(b)(1) through (b)(5) are Contractor-owned records
I.106	DEAR 970.5223-3	Workplace Substance Abuse Programs at DOE Sites (Dec 2000)	None
I.107	DEAR 970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Dec 2000)	None
I.108	DEAR 970.5226-3	Community Commitment (Dec 2000)	None
I.109	DEAR 970.5227-1	Rights in Data – Facilities (Dec 2000)	Paragraph (e), subsection (c) of Limited Rights Notice modified per * at end of table.
I.110	DEAR 970.5227-11	Patent Rights – Management and Operating Contracts, For-Profit Contractor, Non-Technology Transfer (Dec 2000)	None
I.111	DEAR 970.5231-4	Preexisting Conditions (Dec 2000)	Fill in date contract begins
I.112	DEAR 970.5232-3	Accounts, Records, and Inspection (Dec 2000) ; Alternate II	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.113	DEAR 970.5232-5	Liability with Respect to Cost Accounting Standards (DEC 2000)	None
I.114	DEAR 970.5232-7	Financial Management System (Dec 2000)	None
I.128	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (Oct 2005)	None

The following Clauses I.115 through I.127 are specifically applicable to construction work under this Contract:

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.115	FAR 52.222-6	Davis-Bacon Act (Feb 1995)	None
I.116	FAR 52.222-7	Withholding of Funds (Feb 1988)	None
I.117	FAR 52.222-8	Payrolls and Basic Records (Feb 1988)	None
I.118	FAR 52.222-9	Apprentices and Trainees (Feb 1988)	None
I.119	FAR 52.222-10	Compliance with Copeland Act Requirements (Feb 1988)	None
I.120	FAR 52.222-11	Subcontracts (Labor Standards) (Feb 1988)	None
I.121	FAR 52.222-12	Contract Termination – Debarment (Feb 1988)	None
I.122	FAR 52.222-13	Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)	None
I.123	FAR 52.222-14	Disputes Concerning Labor Standards (Feb 1988)	None
I.124	FAR 52.222-15	Certification of Eligibility (Feb 1988)	None
I.125	FAR 52.222-16	Approval of Wage Rates (Feb 1988)	None
I.126	FAR 52.236-18	Work Oversight in Cost Reimbursement Construction Contracts (Apr 1984)	None
I.127	FAR 52.236-19	Organization and Direction of the Work (Apr 1984)	None

* Clause I.109, DEAR 970.5227-1, Rights in Data – Facilities, the paragraph (e) Limited Rights Notice, Subsection (c) is modified as follows:

Delete “(except for manufacture)” and after “work performed under their contracts” insert “, as may be necessary for completion of the River Corridor Closure Project.”.

NOTE: The ** signifies this clause is only applicable to the Recovery Act work performed under CLIN 4 as specified in Section C and detailed in Attachment J-1

I.11 FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

- (a) Definitions. As used in this clause- "Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
 - (2) The Government has validated all mandatory data fields and has marked the record "Active".
- (b)
- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
 - (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number-
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and Zip Code.

- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)
- (1)
 - (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
 - (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.20 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.22a 52.216-24 LIMITATION OF GOVERNMENT LIABILITY

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$28,000,000.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$28,000,000.
 - (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by—

- (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

I.46 FAR 52.225-11 BUY AMERICAN ACT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JUN 2004)

(a) Definitions. As used in this clause-

"Component" means an article, material, or supply incorporated directly into a construction material.

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

"Cost of components" means-

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Designated country" means any of the following countries:

Aruba	Korea, Republic of
Austria	Latvia
Bangladesh	Lesotho
Belgium	Liechtenstein
Benin	Lithuania

Bhutan	Luxembourg
Botswana	Malawi
Burkina Faso	Maldives
Burundi	Mali
Canada	Malta
Cape Verde	Mozambique
Central African Republic	Nepal
Chad	Netherlands
Comoros	Niger
Cyprus	Norway
Czech Republic	Poland
Denmark	Portugal
Djibouti	Rwanda
Equatorial Guinea	Sao Tome and Principe
Estonia	Sierra Leone
Finland	Singapore
France	Slovak Republic
Gambia	Slovenia
Germany	Somalia
Greece	Spain
Guinea	Sweden
Guinea-Bissau	Switzerland
Haiti	Tanzania U.R.
Hong Kong	Togo
Hungary	Tuvalu
Iceland	Uganda
Ireland	United Kingdom

Israel	Vanuatu
Italy	Western Samoa
Japan	Yemen
Kiribati	

"Designated country construction material" means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a designated 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 designated country into a new and different construction material distinct from the materials from which it was transformed.

"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" means Canada, Chile, Mexico, or Singapore.

"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.

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

(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 Trade Agreements Act and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country and FTA country construction materials.

- (2) The Contractor shall use only domestic, designated country, or FTA 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

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

- (4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that-
 - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
 - (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
 - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American Act.
 - (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-
 - (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
 - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

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

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

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

[Include other applicable supporting information.]

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

- (e) United States law will apply to resolve any claim of breach of this contract.

I.75 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2004)

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

"Commercial item" has the meaning contained in the clause at Federal Acquisition Regulation 2.101, *Definitions*.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
 - (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a)).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
 - (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.128 DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (OCT 2005)

- (a) Authority. This clause is incorporated into this contract pursuant to the authority contained in subsection 170d. of the Atomic Energy Act of 1954, as amended (hereinafter called the Act.)
- (b) Definitions. The definitions set out in the Act shall apply to this clause.
- (c) Financial protection. Except as hereafter permitted or required in writing by DOE, the contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the contractor provide and maintain financial protection of such a type and in such

amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the contractor by DOE.

- (d) (1) Indemnification. To the extent that the contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause; and (ii) such legal costs of the contractor and other persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170d. of the Act, as that amount may be increased in accordance with section 170t., in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or \$500 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.
- (2) The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.
- (e) (1) Waiver of Defenses. In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.
- (2) In the event of an extraordinary nuclear occurrence which:
 - (i) Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or
 - (ii) Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or
 - (iii) Arises out of or results from the possession, operation, or use by the contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the contract activity; or
 - (iv) Arises out of, results from, or occurs in the course of nuclear waste activities, the contractor, on behalf of itself and other persons indemnified, agrees to waive:
 - (A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to:
 1. Negligence;
 2. Contributory negligence;
 3. Assumption of risk; or

4. Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;
 - (B) Any issue or defense as to charitable or governmental immunity; and
 - (C) Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.
 - (v) The term extraordinary nuclear occurrence means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR part 840.
 - (vi) For the purposes of that determination, "offsite" as that term is used in 10 CFR part 840 means away from "the contract location" which phrase means any DOE facility, installation, or site at which contractual activity under this contract is being carried on, and any contractor-owned or controlled facility, installation, or site at which the contractor is engaged in the performance of contractual activity under this contract.
- (3) The waivers set forth above:
- (i) Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;
 - (ii) Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;
 - (iii) Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;
 - (iv) Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;
 - (v) Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;
 - (vi) Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;

- (vii) Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and
 - (viii) Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (A) the limit of liability provisions under subsection 170e. of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.
- (f) Notification and litigation of claims. The contractor shall give immediate written notice to DOE of any known action or claim filed or made against the contractor or other person indemnified for public liability as defined in paragraph (d)(2). Except as otherwise directed by DOE, the contractor shall furnish promptly to DOE, copies of all pertinent papers received by the contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to (1) require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and (2) appear through the Attorney General on behalf of the contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE, the contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.
- (g) Continuity of DOE obligations. The obligations of DOE under this clause shall not be affected by any failure on the part of the contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination of existence of the contractor, or by the completion, termination or expiration of this contract.
- (h) Effect of other clauses. The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this contract, including the clause entitled Contract Disputes, provided, however, that this clause shall be subject to the clauses entitled Covenant Against Contingent Fees, and Accounts, records, and inspection, and any provisions that are later added to this contract as required by applicable Federal law, including statutes, executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.
- (i) Civil penalties. The contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to section 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders. If the contractor is a not-for-profit contractor, as defined by section 234Ad.(2), the total amount of civil penalties paid shall not exceed the total amount of fees paid within any 1-year period (as determined by the Secretary) under this contract.
- (j) Criminal penalties. Any individual director, officer, or employee of the contractor or of its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to criminal penalties, pursuant to section 223(c) of the Act, for knowing and willful violation of the Atomic Energy Act of 1954, as amended, and applicable DOE nuclear safety-related rules, regulations or orders which violation results in, or, if undetected, would have resulted in a nuclear incident.
- (k) Inclusion in subcontracts. The contractor shall insert this clause in any subcontract which may involve the risk of public liability, as that term is defined in the Act and further described in paragraph (d)(2) above. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission

(NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.

- (l) Effective Date. This contract was in effect prior to August 8, 2005 and contains the clause at DEAR 952.250-70 (JUNE 1996) or prior version. The indemnity of paragraph (d)(1) is limited to the indemnity provided by the Price-Anderson Amendments Act of 1988 for any nuclear incident to which the indemnity applies that occurred before August 8, 2005. The indemnity of paragraph (d)(1) of this clause applies to any nuclear incident that occurred on or after August 8, 2005. The Contractor's liability for violations of the Atomic Energy Act of 1954 under this contract is that in effect prior to August 8, 2005.

ATTACHMENT J-1 TABLE OF RIVER CORRIDOR CLOSURE CONTRACT WORK SCOPE

See separate spreadsheet entitled "ATTACHMENT J-1 TABLE OF RIVER CORRIDOR CLOSURE CONTRACT WORK SCOPE."

Recovery Act work scope will be added and/or updated in Attachment J-1, Table of River Corridor Closure Contract Work Scope, upon definitization.

ATTACHMENT J-14 ACRONYM LIST

The following acronyms are used in this Contract:

AB	Authorization Basis
ACO	Administrative Contracting Officer
ACWP	Actual Cost of Work Performed
ADR	Alternative Dispute Resolution
ARRA	American Recovery and Reinvestment Act
B&R	Budgeting and Reporting
BCWP	Budgeted Cost of Work Performed
BCWS	Budgeted Cost of Work Scheduled
BHI	Bechtel Hanford, Inc.
BMS	Business Management System
BRC	Budget and Reporting Classification
CAS	Cost Accounting Standards
CASB	Cost Accounting Standards Board
CBDP	Chronic Beryllium Disease Prevention
CCR	Central Contractor Registration
CD-ROM	Compact Disc-Read Only Memory
CERCLA	<i>Comprehensive Environmental Response, Compensation, and Liability Act of 1980</i>
CFR	Code of Federal Regulations
CIC	Consolidated Information Center
CLIN	Contract Line Item Number
CO	Contracting Officer
COR	Contracting Officer's Representative
CPI	Cost Performance Index
CPIF	Cost Plus Incentive Fee
CRD	Contractor Requirements Document
CSPI	Cost and Schedule Performance Index
CWC	Central Waste Complex
D4	Deactivate, Decontaminate, Decommission, and Demolish
DEAR	Department of Energy Acquisition Regulation
DNFSB	Defense Nuclear Facilities Safety Board
DOE	U.S. Department of Energy
DUNS	Data Universal Numbering System
ECOLOGY	Washington State Department of Ecology
EE/CA	Engineering Evaluation/Cost Analysis
EMR	Experience Modification Rate
EPA	U.S. Environmental Protection Agency
EPCRA	<i>Emergency Planning and Community Right-to-Know Act of 1986</i>
ERC	Environmental Restoration Contract
ERDF	Environmental Restoration and Disposal Facility
ERISA	<i>Employee Retirement Income Security Act of 1974</i>
ESQH	Environment(al), Safety, Quality and Health
ETF	Effluent Treatment Facility
FAR	Federal Acquisition Regulation
FAS	Financial Accounting Standard
FOIA	Freedom of Information Act
FR	Facility Representative
FY	Fiscal Year
GFP	Government-Furnished Property
GFS/I	Government-Furnished Services and Information
HAMMER	Hazardous Materials Management and Emergency Response
HAMTC	Hanford Atomic Metal Trades Council
HEWT	Hanford Employee Welfare Trust

HQ	Headquarters (DOE)
HSOMC	Hanford Site Occupational Medical Contractor
HSPP	Hanford Site Pension Program
HSSA	Hanford Site Stabilization Agreement
HUBZone	Historically Underutilized Business Zone
IIPS	Industry Interactive Procurement System
IRC	Internal Revenue Code
IRS	Internal Revenue Service
IS	Information Security
ISM	Integrated Safety Management
ISMS	Integrated Safety Management System
ISS	Interim Safe Storage
JCI	Johnson Controls, Inc.
L&I	Washington State Department of Labor and Industries
LLBG	Low-Level Burial Grounds
LLC	Limited Liability Company
MC&A	Material Control and Accountability
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MS	Mail Stop
MSDS	Material Safety Data Sheet
NAFTA	North American Free Trade Act
NAICS	North American Industrial Classification Standards
NEPA	<i>National Environmental Policy Act of 1969</i>
NOAV	Notice of Alleged Violation
NOV	Notice of Violation
NRC	Nuclear Regulatory Commission
NTE	Not to Exceed
OCI	Organizational Conflict of Interest
OMB	Office of Management and Budget
OPSEC	Operations Security
ORP	U.S. Department of Energy, Office of River Protection
OSHA	Occupational, Safety and Health Administration
OUO	Official Use Only
PAAA	<i>Price-Anderson Amendments Act of 1988</i>
PBS	Project Baseline Summaries
PEP	Project Execution Plan
PHMC	Project Hanford Management Contract
PL	Public Law
PNNL	Pacific Northwest National Laboratory
PPA	Pollution Prevention Act of 1990
QA	Quality Assurance
RC	River Corridor
RCC	River Corridor Contract
RCBRA	River Corridor Baseline Risk Assessment
RCCC	River Corridor Closure Contract
RCRA	<i>Resource Conservation and Recovery Act of 1976</i>
RCW	State of Washington Revised Code
RFP	Request for Proposal
RL	U.S. Department of Energy, Richland Operations Office
ROD	Record of Decision
SB	Small Business
SBA	Small Business Administration
SCA	Service Contract Act
SCADA	Supervisory Control and Data Acquisition System
SDB	Small Disadvantaged Business

SEB	Source Evaluation Board
SF	Standard Form
SIC	Standard Industrial Classification Code
SPI	Schedule Performance Index
SSE	Safe Storage Enclosure
TBD	To Be Determined
TIN	Taxpayer Identification Number
TPA	<i>Hanford Federal Facility Agreement and Consent Order</i> (also known as Tri-Party Agreement)
URL	Universal Resource Locator
US	United States
USC	United States Code
USQ	Unreviewed Safety Question
WBS	Work Breakdown Structure
WDOE	Washington State Department of Ecology
WS&H	Worker Safety and Health
WSHP	Worker Safety and Health Program

Financial Plan Report - Detail

RL14655 - WASHINGTON CLOSURE HANFORD- ARRA FUNDS 89-09/10-02

Fiscal Year: 2009
 Fiscal Month: 07
 Financial Plan Number: 1
 Contract Modification Number: A099-RA
 Rpt Entity: RL Washington Closure Hanford

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	BA		Total Available
											Change	Revised	
421801	06049	EZ	1111331	FD021120	25400	0000000	2002111	0000000		0.00	141,000,000.00	141,000,000.00	141,000,000.00
AY 2009 - Recover Act (ARRA) funding, in the amount of \$141M.													
Total for Program Parent/Control Point: FD021110											0.00	141,000,000.00	141,000,000.00
421801	06049	EZ	1111333	FD022100	25400	0000000	2002143	0000000		0.00	62,000,000.00	62,000,000.00	62,000,000.00
AY 2009 - Recover Act (ARRA) funding, in the amount of \$62M.													
Total for Program Parent/Control Point: FD022100											0.00	62,000,000.00	62,000,000.00
Total for Fund Type: EZ											0.00	203,000,000.00	203,000,000.00
Total for Recipient Code: RL											0.00	203,000,000.00	203,000,000.00
Total for Reporting Entity: 421801											0.00	203,000,000.00	203,000,000.00
Total for RL14655 - WASHINGTON CLOSURE HANFORD- ARRA FUNDS 89-09/10-02											0.00	203,000,000.00	203,000,000.00