



Department of Energy
Richland Operations Office
P.O. Box 550
Richland, Washington 99352

05-PRO-0360

AUG 01 2005

Mr. Patrick L. Pettiette, President
Washington Closure Hanford, LLC
3070 George Washington Way
Richland, Washington 99354

Dear Mr. Pettiette:

CONTRACT NO. DE-AC06-05RL14655 – RIVER CORRIDOR CLOSURE SERVICES
MODIFICATION M001 FULL TRANSMITTAL

Enclosed is a conformed copy of Modification M001 to the subject contract. The pen and ink change on Section H, Clause H.2, Pay and Benefits, paragraph (c) wherein the word "subcontractor" was revised to "subcontractors" has been added to the change detail and replacement pages included in the modification. If you have any questions, please contact me at (509) 372-0985.

Sincerely,

A handwritten signature in cursive script that reads "Stacie L. Sedgwick".

Stacie L. Sedgwick
Contracting Officer

PRO:SLS

Enclosure

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 81 PAGES
AMENDMENT/MODIFICATION NO. M001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE RHQ. NO. 06-05RL14655.001	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		7. ADMINISTERED BY (If other than Item 6) Same as item 6.	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Washington Closure Hanford LLC (WCH) 3070 George Washington Way Richland, WA 99352		(6)	9A. AMENDMENT OF SOLICITATION NO.
CODE			9B. DATED (SEE ITEM 11)
FACILITY CODE		√	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-05RL14655
			10B. DATED (SEE ITEM 13) 03/23/05

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 DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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



(8)	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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.102(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2, Changes -- Cost Reimbursement (Aug 1987) Alternate I (Apr 1984)
	D. OTHER Specify type of modification and authority

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

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

- A) In accordance with FAR 52.243-2 Changes, the contract is modified as detailed on pages 2 – 4 of this modification.
- B) Section A shall be revised by this modification and Sections B, C, and H are hereby replaced and incorporated in entirety.

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) Pat Pettiette, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stacie Sedgwick	
15B. CONTRACT OR DIFFERENTIAL  (Signature of person authorized to sign)		15C. DATE SIGNED 7-11-05	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
		16C. DATE SIGNED 13 Jul 05	

For purpose of calculating the due date for any deliverables due more than 60 days after award, the term "award date" will be May 28, 2005. For deliverables with a due date of 60 days or less from time of award, the term award date will be June 6, 2005. For the purposes of clause H.1 and H.2, the term "Contract award" will be June 6, 2005.

The following revisions are included in this modification:

- A) Section A, Standard Form 33, Block 2., is changed
from:

DE-AC06-04RL14655

to: DE-AC06-05RL14655

- B) Section A, Standard Form 33, Block 15A., is changed
from:

Washington Closure, LLC
1779 Terminal Drive
Richland, WA 99354

to:

Washington Closure Hanford LLC (WCH)
3070 George Washington Way
Richland, WA 99352

- C) Section B, clause B.7, Incentive Fee Payments, paragraph (c) (3) is changed
from:

(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 44 quarters.

to:

(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.**

- D) Figure B.2, Interim Fee Profile has been modified as TBD until costs are revised and negotiated between WC and DOE in accordance with any material differences identified in the Transition Agreement.

- E) Figure B.2, Interim Fee Profile, column 7 has been changed
from:

Total Cumulative Interim Fee Col. (e) ÷ (f)

to:

Total Cumulative Interim Fee Col. (e) X (f)

- F) Section B, clause B.12, Final Fee Determination, added paragraph (e) as follows:

(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.

- G) Section C, clause C.8, Summary of Contract Deliverables, Deliverable C.2.1.2, Transition Agreement, Contract Deliverable Due Date is changed
from:

90 days after award

to:

August 12, 2005, with final attachments on August 26, 2005.

- H) Section C, clause C.8, Summary of Contract Deliverables, Deliverable C.4.1, Government Furnished Services and Information Request, Contract Deliverable Due Date is changed
from:

45 days in advance of each fiscal year

to:

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.

- I) Section H, clause H.2, Pay and Benefits, paragraph (c) is changed
from:

(c) Incumbent Employees for purposes of this clause are employees who are employed by the Incumbent Contractors at Contract award and subsequently employed by the Contractor under this Contract by the close of Contract Transition.

to:

(c) Incumbent Employees for purposes of this clause are employees who are employed by the Incumbent Contractors at Contract award and subsequently employed by the Contractor or the Contractor's proposed

preselected subcontractor under this Contract by the close of Contract Transition.

- J) In accordance with Section H, clause H.31, Extraordinary Contractual Relief in Lieu of Price-Anderson Amendments Act (PAAA) Coverage, paragraph (c); Section I, clause I.101, DEAR 952.250-70, Nuclear Hazards Indemnity, is hereby effective.

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

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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*.
- 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, and CLIN 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.
- (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*.

B.2 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) Pursuant to the Section I clause entitled Limitation of Funds, total funds in the amount of \$5,000,000 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 June 30, 2005.
- (b) 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; and CLIN 3.

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 1*, 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 1* 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

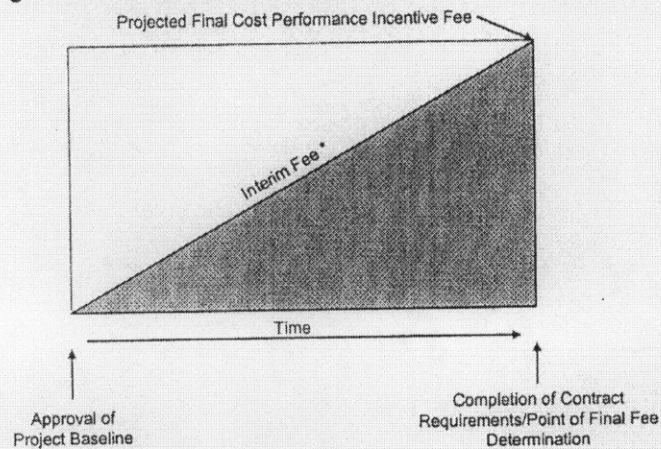
- (a) Definition of Terms.
 - (1) *Schedule Performance Incentive Fee* is fee based on completion of specific schedule milestones. Schedule Performance Incentive Fee is fee payable and final upon achievement of the applicable milestone(s) at Completion of Contract Requirements as shown in *Table B.1 – 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

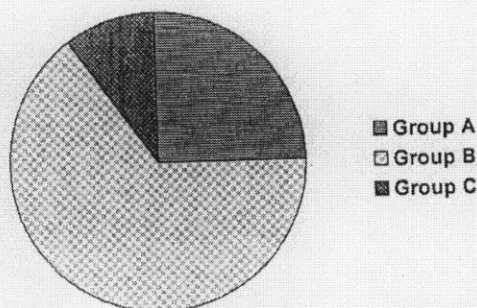
- (5) Once the quarterly Interim Fee is determined, it will be divided into Groups A, B, and C, as follows:

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.

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		Total
		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)		\$1,452,915,319		\$191,452,739		\$149,808,570	\$1,794,176,619
Target Fee	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (b)(2)		\$101,704,072		\$13,401,692		\$10,486,600	\$125,592,363
Estimated Incumbent Employee Pension Costs	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (e)(5)		\$23,327,130		\$3,188,270		\$2,447,808	\$28,963,008
Cost Share Ratio (Government/Contractor)	Section I clause entitled FAR 52.216-10 Incentive Fee, para. (e)		80/20		80/20		80/20	80/20
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		\$196,143,567 (13.5% of Target Cost)		\$25,846,120 (13.5% of Target Cost)		\$20,224,167 (13.5% of Target Cost)	\$242,213,844 (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

PART I – THE SCHEDULE

SECTION C – STATEMENT OF WORK

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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.

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*.

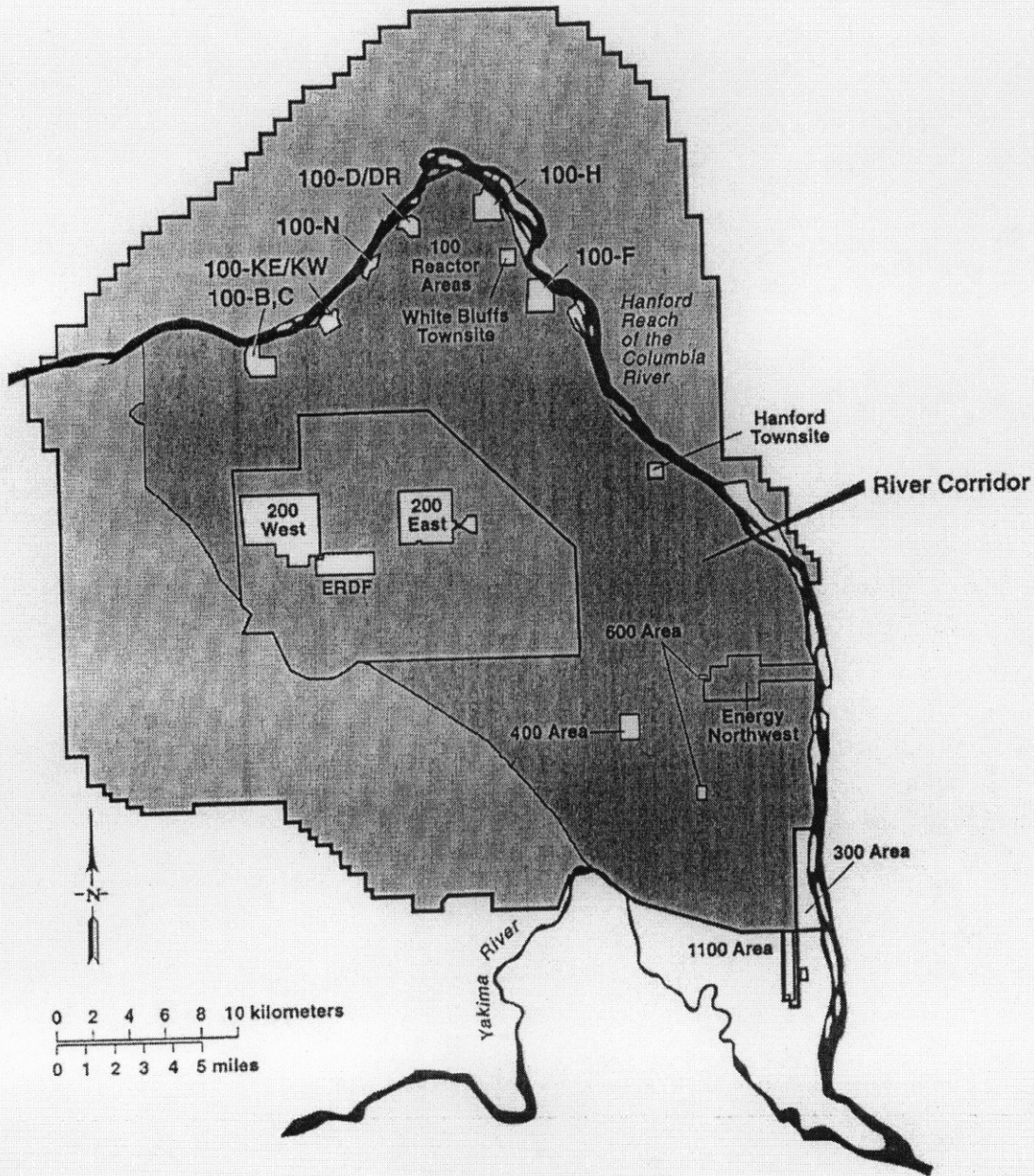


Figure C.1. Hanford Site River Corridor

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
	100 Area, Selected 300 Area, and 400 Area Contract Scope	Remaining 300 Area Contract Scope	600 Area Contract Scope
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)		
3: Regulatory Documentation	Authorized at Contract award (and included as part of CLIN 1)		
4: D4 Facilities	Authorized at Contract award	Upon DOE Authorization of CLIN 2	N/A
	Excess 300 Area facilities	14 300 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
6: Field Remediation	Authorized at Contract award	Upon DOE Authorization of CLIN 2	Upon DOE Authorization of CLIN 3
	Field Remediation linked to Excess 300 Area facilities	Field Remediation linked to 14 300 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
8: Operate and Close Utility Systems	Authorized at Contract award (and included as part of CLIN 1)		
9: Surveillance and Maintenance	Authorized at Contract award (and included as part of CLIN 1)		
10: Miscellaneous Restoration	Authorized at Contract award	Upon DOE Authorization of CLIN 2	Upon DOE Authorization of CLIN 3
11: Final Closure and Stewardship	Authorized at Contract award	Upon DOE Authorization of CLIN 2	Upon DOE Authorization of CLIN 3

Authorized at Contract award is defined as Contract Scope that is authorized to be performed at Contract award. *Upon DOE Authorization of CLIN 2 or 3* is defined as Contract Scope that is not authorized to be performed until DOE 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, Johnson Controls, Inc. (JCI), 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, JCI, 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, PNNL, and Johnson Controls, Inc. (JCI) 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 surface-transported contaminants within the riparian zone.

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;
- 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

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 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 Workslope*, 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 Workslope*. 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. Building 327 has a delayed release to the Contractor to September 2006 for completion of special case waste 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. Fourteen (14) 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
Hazardous Waste Storage Facility	305B	October 2007
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 2006. 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.

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 14 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.

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.

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 QAR-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.

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

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 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	September 2006
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.2.11.1	<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	90 days after award
	<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.

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 (Wahluke 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.

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 100 Area and 300 Area Components of the RCBRA
(DOE/RL-2004-37, Draft A, June 2004)

PART I - THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS
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SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 INCUMBENT EMPLOYEES HIRING PREFERENCES

The Contractor shall use the transition period to make hiring decisions and to establish the management structures necessary to conduct an employee relations program. In establishing an initial workforce, and through the first six months after Contract award, the Contractor shall give a first preference in hiring for vacancies in non-managerial positions under this Contract to qualified employees employed by the Incumbent Contractors (see definition in Clause H.2 below). This hiring preference takes priority over the hiring preference provided in the Section I clause entitled DEAR 952.226-74 *Displaced Employee Hiring Preference*. It does not apply to the Contractor's hiring of management staff (i.e., first line supervisors and above).

H.2 PAY AND BENEFITS

- (a) Employees Covered by the Hanford Site Stabilization Agreement (HSSA). For those employees performing work subject to the Davis-Bacon Act, the Contractor shall comply with all requirements of the HSSA for pension and other benefits in the classifications set forth in the HSSA for work performed at the Hanford Site.
- (b) Incumbent Contractors for the purposes of this clause shall mean Hanford Site Prime Contractors and their subcontractors participating in the Hanford Site Pension Plan (HSPP), The Hanford Site Savings Plan, and the Hanford Employee Welfare Trust (HEWT), at the time of Contract award.
- (c) Incumbent Employees for purposes of this clause are employees who are employed by the incumbent Contractors at Contract award and subsequently employed by the Contractor or the Contractor's proposed preselected subcontractor under this Contract by the close of Contract Transition. (S) 7-11-05
- (d) Employee Pay and Benefits
 - (1) Compensation, Pension, and Benefits. The Contractor shall submit, within 30 days of Contract award, a *Human Resources Compensation Plan* demonstrating how the Contractor will comply with the requirements of this Contract. The *Human Resources Compensation Plan* shall describe the Contractor's policies regarding compensation, pensions, and other benefits, and how these policies will encourage highly skilled, motivated, and experienced workers to accept and retain employment.
 - (2) Pay
 - (i) Incumbent employees shall be paid base salary/pay rates that are at least equivalent to the base salary/pay rates being paid to the employees by the incumbent contractors at the time the Contractor offers them employment, if the positions for which they are hired entail duties and responsibilities substantially equivalent to their positions with the Incumbent Contractors.
 - (ii) If the base salary/pay rate that an employee is being paid by an incumbent contractor at the time the Contractor offers the employee employment falls above the new maximum base salary/pay rate for the employee's position, the following shall apply:

- (A) The employee shall continue to receive the same salary/pay rate that was paid by the incumbent contractor.
 - (B) The employee shall receive no base salary/pay adjustments until such time as the top of the Contractor's pay rate range exceeds the employee's base salary/pay rate.
 - (C) After the top of the Contractor's rate range exceeds the employee's base salary/pay rate, the employee shall be eligible for increases consistent with the Contractor's salary/pay policies.
- (3) Pension and Benefits
- (i) Pension Benefits for Incumbent Employees
 - (A) The Contractor shall become a sponsor of the HSPP currently sponsored by the Incumbent Contractors.
 - (B) The Contractor shall allow incumbent employees to continue to accrue credit under the HSPP for service under this contract. Incumbent employees shall retain credit for their prior Hanford service without the Contract transition constituting a break in service. The Contractor shall timely supply the HSPP Administrator with the information required by the Administrator necessary to effectively administer the Plan. Contributions to the HSPP as determined by the HSPP Administrator shall be allowable costs under this contract. At Contract completion, the Contractor shall fully fund its withdrawal liability under the HSPP; provided, however, that if this Contract expires or terminates, the Contractor shall continue as a plan sponsor of the HSPP pursuant to paragraph (e) below as directed by DOE.
 - (C) The Contractor shall coordinate with the HSPP Administrator to ensure DOE receives an annual reporting and accounting of the Contractor's pension obligations, pursuant to Financial Accounting Standard (FAS) 87, for those employees participating in the HSPP under this contract. The Contractor shall coordinate with the HSPP Administrator and supply the Administrator with all the information necessary to maintain the Federal tax qualification of all Contractor and Hanford Site pension plans.
 - (ii) Non-Pension Benefits for Incumbent Employees
 - (A) The Contractor shall become a sponsor of the Hanford Employee Welfare Trust (HEWT) Plan. Incumbent employees shall be eligible to continue participation in the HEWT Plan and receive medical and other benefits under the HEWT Plan consistent with the terms of that Plan as amended from time to time. The Contractor shall credit the length of service credited by the incumbent contractor of incumbent employees toward the service period required for benefits relating to vacation, sick leave, health insurance, severance, layoff, recall, and other benefits.

- (B) The Contractor shall timely supply the HEWT Administrator with the information required by the Administrator necessary to effectively administer the Plan. Contributions into the HEWT Plan as determined by the Administrator will qualify as allowable costs under this Contract.
 - (C) The Contractor shall coordinate with the HEWT Plan administrator or to ensure DOE receives an annual reporting and accounting of the Contractor's benefit obligations for those employees participating in the HEWT Plan under this Contract.
- (4) Pension and Benefits for Non-Incumbent Employees
- (i) The Contractor shall offer a market-based retirement and medical benefit package competitive for the industry for non-incumbent employees. If the Contractor meets all applicable legal and tax requirements, the Contractor may establish a separate line of business pursuant to Internal Revenue Code (IRC) §410 and §414 for the purpose of maintaining the Federal tax qualification of pension plans covering the Contractor's employees.
 - (ii) The Contractor shall develop and implement welfare benefit programs that meet the tests of allowability and reasonableness established by Federal Acquisition Regulation 31.205-6.
- (e) Post-Contract Responsibilities for Pension and Benefit Plans

If this Contract expires or terminates without a follow-on contract, notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, including but not limited to the Section I clause entitled FAR 52.249-6 Termination (Cost Reimbursement), the following actions shall occur:

- (1) The Contractor shall continue as a plan sponsor of the existing pension plan and any welfare benefit plans covering those vested employees (identified during the transition period).
- (2) (Reserved)
- (3) DOE and the Contractor shall meet to determine the ultimate disposition of all pension, post-retirement welfare, and post-employment plans.
- (4) During the final 18 months of this Contract, the Contracting Officer shall provide written direction to the Contractor regarding all post-contract pension and welfare benefit plans.
- (5) Pension plan contributions, plan asset management costs, and plan administration costs will continue to be allowable and fully reimbursed under this Contract, on a funding basis acceptable to DOE, unless other arrangements have been approved by the Contracting Officer.

H.3 LABOR RELATIONS

- (a) The Contractor shall respect the right of employees to self-organization and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective

bargaining or other mutual aid or protection, or to refrain from any or all of these activities. The Contractor shall develop and implement labor relations policies that will promote orderly collective bargaining relationships, equitable resolution of disputes, efficiency and economy in operations, and the judicious expenditure of public funds.

- (b) Consistent with applicable labor laws and regulations, the Contractor shall recognize and bargain in good faith with the collective bargaining representative of employees performing work that has historically and traditionally been performed by Hanford Atomic Metal Trades Council (HAMTC) members. The Contractor shall provide the Contracting Officer with a copy of the collective bargaining agreement within 30 to 60 days after formal ratification.
- (c) The Contractor shall consult with the Contracting Officer prior to and during the course of negotiations with labor unions, and during the term of resultant contracts, on economic issues and other matters that have a potentially significant impact on work rules, make-or-buy decisions, or other matters that may cause a significant deviation from past customs or practices.
- (d) The Contractor shall promptly advise the Contracting Officer of, and provide all appropriate documentation regarding any labor relations developments at the prime or subcontract level that involve or appear likely to involve:
 - (1) Possible strike situations affecting the facility;
 - (2) Referral to the Energy Labor-Management Relations Panel;
 - (3) The National Labor Relations Board at any level;
 - (4) Recourse to procedures under the Labor-Management Act of 1947 as amended, or any other Federal or state labor law; and
 - (5) Any grievance that may reasonably be assumed to be arbitrated under a Collective Bargaining Agreement.
- (e) "Labor organization," as used in this clause, shall have the same meaning it has in 42 U.S.C. 2000e(d).

H.4 WORKFORCE RESTRUCTURING

When the Contractor determines that a reduction of force is necessary, the Contractor shall notify the Contracting Officer and seek approval, if required under applicable DOE guidance. The Contractor shall provide such information as directed by the Contracting Officer to enable compliance with Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 and any other DOE guidance pertaining to employees who may be eligible for provisions of the Act. The Contractor shall comply with the Hanford Site Workforce Restructuring Plan, as amended from time to time and shall supply workforce restructuring related information and reports as needed by DOE. The Contractor shall extend displaced employee hiring preference in accordance with the Section I clause entitled *DEAR 952.226-74 Displaced Employee Hiring Preference* of this contract.

H.5 DETERMINATION OF APPROPRIATE LABOR STANDARDS

- (a) DOE shall determine the appropriate labor standards that apply to work activities in accordance with the Davis-Bacon Act or other applicable labor law. When requested, the Contractor shall provide the Contracting Officer the information necessary for DOE to render a determination on contracts in excess of \$2,000 for construction, alternation, or

repair, including painting and decorating, of public buildings and public works that involve the employment of laborers and mechanics.

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

H.6 WORKERS' COMPENSATION

Pursuant to State of Washington Revised Code (RCW) Title 51, the DOE Richland Operations Office (RL) is a group self-insurer for purposes of workers' compensation coverage. The coverage afforded by the workers' compensation statutes shall, for performance of work under this Contract at the Hanford Site, be subject to the following:

- (a) Under the terms of a Memorandum of Understanding with the Washington State Department of Labor and Industries (L&I), DOE has agreed to perform all functions required by self-insurers in the State of Washington. The Contractor is not required to pay for Workers' Compensation coverage or benefits except as otherwise provided below or as directed by the Contracting Officer.
- (b) The Contractor shall submit to DOE (or other party as designated by DOE), for transmittal to the L&I, such payroll records as are required by Workers' Compensation laws of the State of Washington.
- (c) The Contractor shall submit to DOE (or other party as designated by DOE), for transmittal to DOE, the accident reports provided for by RCW Title 51, Section 51.28.010, or any other documentation requested by DOE or the L&I pursuant to the Workers' Compensation laws of the State of Washington.
- (d) The Contractor shall take such action, and only such action, as DOE requests in connection with any accident reports, including assistance in the investigation and disposition of any claim thereunder and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.
- (e) Under RCW Title 51.32.073, DOE is the self-insurer and is responsible for making quarterly payments to the L&I. In support of this arrangement, the Contractor is responsible for withholding appropriate employee contributions and forwarding on a timely basis these contributions plus the employer-matching amount to DOE.
- (f) The workers' compensation program shall operate in partnership with Contractor employee benefits, risk management, and environmental, safety, and health management programs. The Contractor shall cooperate with DOE for the management and administration of the DOE-RL self-insurance program that provides workers' compensation benefit coverage to Contractor employees under this Contract.
- (g) The Contractor must certify to the accuracy of the payroll record used by DOE in establishing the self-insurance claims reserves, and cooperate with any state audit.
- (h) The Contractor shall submit to the Contracting Officer, a yearly evaluation and analysis of workers' compensation cost as a percent of payroll compared with the percentage of payroll cost reported by a nationally recognized Cost of Risk Survey that has been pre-approved by DOE (once DOE has provided the Contractor with the necessary data to perform the analysis required in this paragraph).

- (i) The Contractor shall provide statutory workers' compensation coverage for staff members performing work under this Contract outside of the State of Washington and not otherwise covered by the State of Washington workers' compensation laws.
- (j) Subcontractors performing work under this Contract on behalf of the Contractor are not covered by the provision of the Agreement referenced in (a)(1) of this clause. The Contractor shall flow-down to its subcontractors the requirement to provide statutory workers' compensation coverage for the subcontractor's employees. The Contractor shall have no responsibility for subcontractor workers' compensation when it includes this requirement in the subcontract.

H.7 IMPLEMENTATION OF THE HANFORD SITE STABILIZATION AGREEMENT

- (a) The Site Stabilization Agreement for all construction work for DOE at the Hanford Site (hereinafter referred to as "Site Stabilization Agreement"), which is referenced in this clause, consists of a Basic Agreement dated September 10, 1984, plus an appendix, both of which may be periodically amended. The Site Stabilization Agreement is hereby incorporated into this Contract by reference. The Contractor is responsible for obtaining the most current text from DOE.
- (b) This clause applies to employees performing work, under contracts (or subcontracts thereunder) administered by DOE-RL which are subject to the Davis-Bacon Act, in the classifications set forth in the Site Stabilization Agreement for work performed at the Hanford Site.
- (c) Contractors and subcontractors at all tiers who are parties to an agreement(s) for construction work with a Local Union having jurisdiction over DOE-RL construction work performed at the Hanford Site, or who are parties to a national labor agreement for such construction work, shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including its Appendix A. Subcontractors at all tiers who have subcontracts with a signatory Contractor or subcontractor shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including its Appendix A.
- (d) Contractors and subcontractors at all tiers who are not signatory to the Site Stabilization Agreement and who are not required under Paragraph C above to become signatory to the Agreement, shall pay not less and no more than the wages, fringe benefits, and other employee compensation set forth in Appendix A thereto and shall adhere, except as otherwise directed by the Contracting Officer, to the following provisions of the Agreement:
 - (1) Article VII Employment, Section 2 only;
 - (2) Article XII Non-Signatory Contractor Requirements;
 - (3) Article XIII Hours of Work, Shifts, and Overtime;
 - (4) Article XIV Holidays;
 - (5) Article XV Wage Scales and Fringe Benefits, Sections 1 and 2 only;
 - (6) Article XVII Payment of Wages-Checking In and Out, Section 3 only;
 - (7) Article XX General Working Conditions; and
 - (8) Article XXI Safety and Health.

- (e) The Contractor agrees to make no contributions in connection with this Contract to Industry Promotion Funds, or similar funds, except with the prior approval of the Contracting Officer.
- (f) The obligation of the Contractor and its subcontractors to pay fringe benefits shall be discharged by making payments required by this Contract in accordance with the provisions of the amendments to the Davis-Bacon Act contained in the Act of July 2, 1964 (Public Law 88-349-78 Stat. 238-239), and the Department of Labor regulations in implementation thereof (29 CFR, Parts 1, 5).
- (g) The Contracting Officer may, from time to time, direct the Contractor to pay amounts for wages, fringe benefits, and other employee compensation if the Site Stabilization Agreement, including its Appendix A, may be modified by the involved parties.
- (h)
 - (1) In the event of failure to comply with Paragraphs (c) (d) (e) (f) and (g) above, or failure to perform any of the obligations imposed upon the Contractor and its subcontractors hereunder, the Contracting Officer may withhold any payments due to the Contractor and may terminate the Contract for default.
 - (2) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this Contract.
- (i) The requirements of this clause are in addition to, and shall not relieve the Contractor of, any obligation imposed by other clauses of this Contract, including those entitled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act - Overtime Compensation," "Payrolls and Basic Records," "Compliance with Copeland Act Requirements," "Withholding of Funds," and "Contract Termination - Debarment."
- (j) The Contractor agrees to maintain its bid or proposal records showing rates and amounts used for computing wages and other compensation, and its payroll and personnel records during the course of work subject to this clause, and to preserve such records for a period of three years thereafter, for all employees performing such work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, and dates and hours of the day within which work was performed, deductions made, and amounts for wages and other compensation covered by Paragraphs (c) (d) (e) (f) and (g) hereof. The Contractor agrees to make these records available for inspection by the Contracting Officer and will permit him/her to interview employees during working hours on the job.
- (k) The Contractor agrees to insert the provisions of this clause including this Paragraph (k) in all subcontracts for the performance of work subject to the Davis-Bacon Act.

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

<http://www.hanford.gov>

The Department of Labor wage determinations for the Davis-Bacon Act and Service Contract Act are located at:

<http://www.wdol.gov>

H.8. RADIOLOGICAL DOSIMETRY SERVICES AND RECORDS, AND OCCUPATIONAL MEDICAL SERVICES AND RECORDS

- (a) The Contractor shall obtain radiological dosimetry services and occupational medical services as a mandatory Hanford Site Service for all Contractor and subcontractor employees performing hazardous work that may expose workers to chemical, physical (including radiological), biological, and/or similar hazards. The Contractor shall identify required radiological dosimetry and occupational medical services as required by Section C.4, *Government-Furnished Services and Information (GFS/I)*.
- (b) Radiological dosimetry services are a mandatory Hanford Site Service under this Contract and are provided by the Pacific Northwest National Laboratory (PNNL). Radiological dosimetry services include: external dosimetry; in vivo measurement services; in vitro measurement services; and radiological records services. The Section I clause entitled *Access to and Ownership of Records* is implemented as follows with respect to radiological records: All radiological exposure records generated during the performance of Hanford-related activities will be maintained by PNNL and are the property of DOE.
- (c) Occupational medical services are a mandatory Hanford Site Service under this Contract and are provided by the Hanford Site Occupational Medical Contractor (HSOMC). The Section I clause entitled *Access to and Ownership of Records* is implemented as follows with respect to occupational medical records: All occupational medical records generated during the performance of Hanford-related activities will be maintained by the Hanford Site occupational medical services provider and are the property of DOE.

H.9 STOP-WORK AND SHUTDOWN AUTHORIZATION

- (a) "Imminent Health and Safety Hazard" is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. "Imminent Danger" in relation to the Facility Safety Envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) Nuclear Criticality, (2) Radiation Exposure, (3) Fire/Explosion, and/or (4) Toxic Hazardous Chemical Exposure.
- (b) **Stop-Work:** In the event of an imminent health and safety hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public and to protect DOE facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing from the Contracting Officer.
- (c) **Shutdown:** In the event of an imminent danger in relation to the Facility Safety Envelope or a non-imminent health and safety hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or by independent oversight organizations, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to

mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE-RL Manager. Any written direction to suspend operations shall be issued by the Contracting Officer, pursuant to the Section F clause entitled *FAR 52.242-15 Stop Work Order*.

- (d) Facility Representatives: DOE personnel designated as Facility Representatives (FR) provide the technical oversight of operations. The FR has the authority to "stop work," which applies to the shutdown of an entire plant, activity, or job. This stop-work authority will be used for an operation of a facility which is performing work the FR believes:
- (1) Poses an imminent danger to health and safety of workers or the public if allowed to continue;
 - (2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or
 - (3) Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.

H.10 CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATION OR ALLEGED VIOLATIONS, FINES, AND PENALTIES

- (a) The Contractor shall accept, in its own name, service of notices of violation (NOV) or alleged violations (NOAV) issued by Federal or State regulators to the Contractor resulting from the Contractor's performance of work under this Contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to the other provisions of this Contract.
- (b) The Contractor shall notify DOE promptly when it receives service from the regulators of NOV/NOAVs and fines and penalties.

H.11 ALLOCATION OF RESPONSIBILITIES FOR CONTRACTOR ENVIRONMENTAL COMPLIANCE ACTIVITIES

- (a) This clause allocates the responsibilities of DOE and the Contractor, referred to collectively as the "parties," for implementing the environmental requirements at facilities within the scope of the Contract. In this clause, the term "environmental requirements" means requirements imposed by applicable Federal, State, and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders, or compliance agreements including the *Hanford Federal Facility Agreement and Consent Order*, consent orders, permits, and licenses.
- (b) Liability and responsibility for civil fines or penalties arising from or related to violations of environmental requirements shall be borne by the party causing the violation irrespective of the fact that the cognizant regulatory authority may assess any such fine or penalty upon either party or both parties without regard to the allocation of responsibility or liability under this Contract. This contractual allocation of liability for any such fine or penalty is effective regardless of which party signs permit applications, manifests, reports, or other required documents, is a permittee, or is the named subject of an enforcement action or assessment of a fine or penalty.
- (c) Regardless of which party to this Contract is named subject of an enforcement action for noncompliance with environmental requirements by the cognizant regulatory authority, provisions of this Contract related to allowable costs will govern liability for payment of any fine or penalty. If the named subject of an enforcement action or assessment of a

fine or penalty is DOE and the fine or penalty would not otherwise be reimbursable under the allowable cost provisions of this Contract if the Contractor was the named subject of the enforcement action, the Contractor will either pay the fine or penalty or reimburse DOE (if DOE pays the fine or penalty).

H.12 ENVIRONMENTAL RESPONSIBILITY

(a) Tri-Party Agreement.

The DOE, the U.S. Environmental Protection Agency Region 10 (EPA), and the Washington State Department of Ecology (Ecology) have entered into the Hanford Federal Facility Agreement and Consent Order (referred to as the Tri-Party Agreement [TPA]) to ensure compliance with the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended. The TPA sets forth certain requirements and milestones for cleanup activities at the Hanford Site. The Contractor agrees to plan and perform the work under this Contract in accordance with the TPA and achievement of current and future milestones in the TPA.

(b) Environmental Permits.

This clause addresses the following permit scenarios where: the Contractor is the sole permittee; the Contractor and DOE are joint permittees; and multiple Contractors are permittees.

- (1) Contractor as Sole Permittee. To the extent permitted by law and subject to other applicable provisions of the contract that impose responsibilities on DOE, and provisions of law that impose responsibilities on DOE or third parties, the Contractor shall be responsible for obtaining in its own name, shall sign, and shall be solely responsible for compliance with all permits, authorizations and approvals from Federal, State, and local regulatory agencies which are necessary for the performance of the work required of the Contractor under this Contract. Under this permit scenario, that Contractor shall make no commitments or set precedents that are detrimental to DOE or other Contractors. The Contractor shall coordinate its permitting activities with DOE, and with other Hanford Site Contractors which may be affected by the permit or precedent established therein, prior to taking the permit action.
- (2) Contractor and DOE as Joint Permittees. Where determined appropriate by DOE, required by law, or required by applicable regulatory agencies, DOE shall sign permits as owner or as owner/operator with the Contractor as operator or co-operator, respectively. DOE will co-sign Hazardous Waste permit applications as owner/operator where required by applicable law. In this scenario, the Contractor must coordinate its actions with DOE. DOE is responsible for timely notification to the Contractor of any issues or changes in the regulatory environment that impact or may impact Contractor implementation of any permit requirement. The Contractor is responsible for timely notification to DOE of any issues or changes in the regulatory environment that impact or may impact Contractor implementation of any permit requirement. Notification need not be in writing.
- (3) Multiple Contractors as Permittees. Where determined appropriate by DOE, in situations where multiple Contractors are operators or co-operators of operations requiring environmental permits, DOE may sign such permits as owner or co-operator and affected Contractors shall sign as operators, or co-operators. In this scenario, the Contractor must coordinate as appropriate with DOE and other Contractors affected by the permit.

(c) Financial Responsibility.

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

H.13 SELF-PERFORMED WORK

- (a) Unless otherwise approved in advance by the Contracting Officer, the percentage of work which may be self-performed by the large business(es) of the Contractor team arrangement (as described in FAR 9.601), shall be limited collectively to not more than 40% of the contract value (defined as the sum of Target Cost plus Target Fee). This limitation does not apply to any small business member of the Contractor team arrangement. Unless otherwise approved in advance by the Contracting Officer, the remainder of the work to subcontractors outside of the Contractor team arrangement shall be performed through competitive procurements with an emphasis on fixed-price subcontracts.
- (b) At least 30% of the total contract value shall be performed by small business. Small business members of the Contractor team arrangement, as well as subcontractors selected after Contract award, count toward fulfillment of this requirement and other small business goals in this Contract.
- (c) The Contractor shall manage the team arrangement and the performance of work under this Contract to eliminate wherever possible, and mitigate where necessary, any potential conflicts of interest between the self-performed work by the Contractor team arrangement and the subcontracted work outside the Contractor team arrangement.
- (d) Reporting requirements to confirm compliance with these thresholds and limitations are described in Contract Section C.5.4 *Project Performance Information and Measurement*, Deliverable C.5.4.2 *Monthly Performance Report*.

H.14 EMERGENCY CLAUSE

- (a) The RL Manager or designee shall have sole discretion to determine when an emergency situation exists at the Hanford Site, except for River Protection Project facilities, affecting site personnel, the public health, safety, the environment, or security. The Manager, Office of River Protection (ORP), or designee has the discretion to determine whether an emergency situation exists under the Waste Treatment and Immobilization Plant contract and other ORP contract areas of work that might affect RL workers. In the event that either the RL or ORP Manager or designee determines such an emergency exists, the RL Manager or designee will have the authority to direct any and all activities of the Contractor and subcontractors necessary to resolve the emergency situation. The RL Manager or designee may direct the activities of the Contractor and subcontractors throughout the duration of the emergency.
- (b) The Contractor shall include this clause in all subcontracts at any tier for work performed at the Hanford Site.

H.15 ADVANCE UNDERSTANDING ON COSTS

The DOE and the Contractor will, within 60 days after Contract award, reach advance understandings regarding certain costs under this Contract. Such advance understandings enable both DOE and the Contractor to determine the allocability, allowability, and reasonableness of such costs prior to their incurrence, thereby avoiding subsequent disallowances and disputes, and facilitating prudent expenditure of public funds. It is expected that costs covered by such advance understandings will include employee travel and relocation, corporate home office, employee compensation and benefits, and facilities capital costs of money. Generally, DOE expects the incurrence of costs to be consistent with the Contractor's corporate-wide policies consistently and uniformly applied throughout its domestic operations subject to the specific limitations, conditions, and exclusions of subpart 31.2 of FAR as supplemented by Department of Energy Acquisition Regulation (DEAR) 931.2. Advance understandings will be appended to the Contract in Section J, Attachment J-6, *Advance Agreements, Personnel, and Related Costs*.

H.16 PAYMENTS AND ADVANCES

- (a) **Payment of Fee Amounts.** Fee payments will be made by direct payment as determined by the Contracting Officer. The Contracting Officer may offset against any such fee payment the amounts owed to the Government by the Contractor, including any amounts owed for disallowed costs under this Contract. No fee payments may be withdrawn against the payments cleared financing arrangement without prior written approval of the Contracting Officer.
- (b) **Payments on Account of Allowable Costs.** The Contracting Officer and the Contractor shall agree as to the extent to which payment for allowable costs or payments for other items specifically approved in writing by the Contracting Officer (e.g., negotiated fixed amounts) shall be made from advances of Government funds. When pension contributions are paid by the Contractor to the retirement fund less frequently than quarterly, accrued costs therefor shall be excluded from costs for payment purposes until such costs are paid. If pension contributions are paid on a quarterly or more frequent basis, accrual therefor may be included in costs for payment purposes, provided that they are paid to the fund within 30 days after the close of the period covered. If payments are not made to the fund within such 30-day period, pension contribution costs shall be excluded from cost for payment purposes until payment has been made.
- (c) **Special Financial Institution Account Use.** All advances of Government funds shall be withdrawn pursuant to a payments cleared financing arrangement prescribed by DOE in favor of the financial institution or, at the option of the Government, shall be made by direct payment or other payment mechanism to the Contractor, and shall be deposited only in the special financial institution account referred to in the Special Financial Institution Account Agreement, which is incorporated into this Contract in Section J, Attachment J-7. No part of the funds in the special financial institution account shall be commingled with any funds of the Contractor or used for a purpose other than that of making payments for costs allowable and, if applicable, fees earned under this Contract, negotiated fixed amounts, or payments for other items specifically approved in writing by the Contracting Officer. If the Contracting Officer determines the balance of such special financial institution account exceeds the Contractor's current needs, the Contractor shall promptly make such disposition of the excess as the Contracting Officer may direct.
- (d) **Title to Funds Advanced.** Title to the unexpended balance of any funds advanced and of any special financial institution account established pursuant to this clause shall remain in the Government and be superior to any claim or lien of the financial institution of deposit or others. It is understood that an advance to the Contractor hereunder is not a loan to the Contractor, and will not require the payment of interest by the Contractor, and that the

Contractor acquires no right, title or interest in or to such advance other than the right to make expenditures therefrom, as provided in this clause.

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

- (ii) Deductions due under the terms of this Contract, and not otherwise recovered by or credited to the Government. The unliquidated balance of the special financial institution account may be applied to the amount due and any balance shall be returned to the Government forthwith;
- (iii) Claims. Claims for credit against funds advanced for payment shall be accompanied by such supporting documents and justification as the Contracting Officer shall prescribe;
- (iv) Discounts. The Contractor shall take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the Contracting Officer finds that action is not in the best interest of the Government;
- (v) Collections. All collections accruing to the Contractor in connection with the work under this Contract, except for the Contractor's fee and royalties or other income accruing to the Contractor from technology transfer activities in accordance with this Contract, shall be Government property and shall be processed and accounted for in accordance with applicable requirements imposed by the Contracting Officer pursuant to the laws, regulations, and DOE directives clause of this Contract and, to the extent consistent with those requirements, shall be deposited in the special financial institution account or otherwise made available for payment of allowable costs under this Contract, unless otherwise directed by the Contracting Officer;
- (vi) Direct Payment of Charges. The Government reserves the right, upon ten days written notice from the Contracting Officer to the Contractor, to pay directly to the persons concerned, all amounts due which otherwise would be allowable under this Contract. Any payment so made shall discharge the Government of all liability to the Contractor therefore; and
- (vii) Determining Allowable Costs. The Contracting Officer shall determine allowable costs in accordance with the Federal Acquisition Regulation Subpart 31.2 and the Department of Energy Acquisition Regulation Subpart 931.2 in effect on the date of this Contract and other provisions of this Contract.

H.17 FINANCIAL MANAGEMENT SYSTEM REQUIREMENTS

- (a) The Contractor shall operate and maintain a financial management system that:
 - (1) Conforms with Generally Accepted Accounting Principles, Federal Financial Accounting Standards, and Cost Accounting Standards, except as modified by DOE requirements;
 - (2) Provides accurate, reliable, and auditable financial and statistical data on a timely basis;
 - (3) Ensures accountability for all assets;
 - (4) Supports financial planning and budget formulation, validation, execution, and the recasting or changing of DOE funding or task codes such as Budget and Reporting Classification (BRC) Numbers, Program Task Numbers, and local projects/tasks;

- (5) Maintains proper funding authorization;
 - (6) Provides sufficient management controls per the Section I clause entitled *DEAR 970.5203-1 Management Controls*, and internal controls;
 - (7) Integrates and reports the financial information for subcontractors; and
 - (8) Provides all other necessary financial reports, which shall include accumulating and reporting indirect and support costs by function. The Contractor may be requested, periodically, to provide detail cost element information at the institutional level using standard definitions and applications.
- (b) The Contractor shall provide monthly electronic invoices (or data supporting payments cleared financing arrangement drawdowns), and cost accrual and accrual reversal records to the Contracting Officer. Within the electronic invoice submission, the Contractor shall provide all invoice data elements required to:
- (1) Determine that all costs invoiced by the Contractor were necessary and reasonable per the terms and conditions of the Contract. This includes, but is not limited to: invoice number, billing period, Work Breakdown Structure number, purchase order number and line item, quantity/hours, description of goods or services provided, cost type, cost categories, unit price, amount, and adders.
 - (2) Properly record all Contract costs and payments in the DOE accounting system. This includes, but is not limited to: Reporting Entity, Financial Plan, Local Organization, Fund-Code, Control Program Number (i.e., Budget and Reporting Numbers), Program Task Number, Project Baseline Summaries (PBS) numbers, the fiscal year the funds were provided, the project/task number, Object Class, sub-object classes, Other Party Identifiers, and Budget Reference Numbers for plant and equipment line item number (if applicable).

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

- (c) Centralized Business Management System (BMS) services are available from the assigned provider on a cost reimbursable basis. If a determination is made that said services will not be used, the Contracting Officer shall be notified within 60 days after Contract award. DOE reserves the right to direct utilization of Central BMS services at any time.
- (d) The Contractor shall submit a plan for Contracting Officer approval of any substantive change to the financial management system or subsystems at least 60 days in advance of implementation. This plan must identify the cost and schedule for changing from the existing financial systems, and provide a comparison of the capabilities of the new system(s) to the existing system(s). Any new system modifications are subject to review and audit.

H.18 INVOICED AMOUNTS

In addition to the information required by other sections of this Contract, the Contractor shall provide incurred cost data coded in a DOE defined format via computer. This incurred cost data must be fully edited against DOE codes such as BCR codes. The Contractor shall deliver the fully edited incurred cost data to DOE on the same day the payment is requested unless directed otherwise by DOE.

H.19 ALTERNATIVE DISPUTE RESOLUTION (ADR)

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

H.20 LITIGATION MANAGEMENT PLAN

- (a) The Contractor shall maintain a legal function to support litigation, arbitration, environmental issues, procurement, employment, labor, and the Price-Anderson Amendments Act. The Contractor shall provide sound litigation management practices. Within 60 days of contract award, the contractor shall provide a Litigation Management Plan (Deliverable H.20 as shown in Section C Statement of Work) compliant with 10 CFR § 719.
- (b) As required by the Contracting Officer, the Contractor shall provide support to the Government on regulatory matters, third-party claims, and threatened or actual litigation. Support includes, but is not necessarily limited to: case preparation, document retrieval, review and reproduction, witness preparation, expert witness testimony, and assistance with discovery or other information requests responsive to any legal proceeding.

H.21 ADMINISTRATION OF SUBCONTRACTS

- (a) The administration of all subcontracts entered into and/or managed by the Contractor, including responsibility for payment hereunder, shall remain with the Contractor unless assigned at the direction of DOE.

- (b) The Government reserves the right to direct the Contractor to assign to the Government or another Contractor any subcontract awarded under this Contract.
- (c) The Contractor agrees to accept transfer of existing subcontracts as determined necessary by DOE for continuity of operations. The Contractor shall attempt to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the Contracting Officer in writing.

H.22 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT PERFORMANCE

The following provisions shall apply in the event the Contractor does not complete Contract performance for any reason:

- (a) Regarding technical data and other intellectual property, DOE may take possession of all technical data, including limited rights data and data obtained from subcontractors, licensors, and licensees, necessary to complete the project, as well as the designs, operation manuals, flowcharts, software, information, etc., necessary for performance of the work, in conformance with the purpose of this Contract. Proprietary data will be protected in accordance with the limited rights data provisions of the Rights in Data-Facilities clause.
- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this Contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at anytime from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and any licenses in any third party intellectual property for operations, remediation and closure of the facilities to DOE or such other third party as DOE may designate.

H.23 PRIVACY ACT SYSTEMS OF RECORDS

- (a) The Contractor shall design, develop, or adopt the following systems of records on individuals to accomplish an agency function pursuant to the contract clause entitled "Privacy Act."

<u>System No.</u>	<u>Title</u>
DOE-5	Personnel Records of Former Contractor Employees
DOE-11	Emergency Locator Records
DOE-13	Payroll & Locator Records
DOE-14	Report of Compensation
DOE-15	Payroll & Pay-Related Data for Employees of Terminated Contractors
DOE-23	Richland Property System
DOE-28	General Training Records

DOE-31	Firearms Qualifications Requirements
DOE-32	Gov't Motor Vehicle Operator Records
DOE-33	Personnel Medical Records
DOE-35	Personnel Radiation Exposure Records
DOE-40	Contractor Employees Insurance Claims
DOE-43	Personnel Security File
DOE-47	Security Investigations
DOE-51	Employee and Visitor Access Control Records
DOE-53	Access Authorization for ADP Equipment
DOE-58	General Correspondence Files

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

H.24 OTHER GOVERNMENT CONTRACTORS

The Government may undertake or award other contracts for additional work or services. The Contractor agrees to fully cooperate with such other Contractors and Government employees and carefully integrate its own work to such other work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by Government employees. If DOE determines that the Contractor's activities may interfere with another DOE Contractor, the Contracting Officer shall so notify the Contractor and the Contractor shall comply with any instructions the Contracting Officer may provide.

H.25 KEY PERSONNEL

- (a) Key Personnel are considered to be essential to the work being performed on this Contract. Prior to diverting to other positions or substituting any of the specified Key individuals, or proposing them as a Key Person under another Contract, the Contractor shall notify the Contracting Officer in writing at least thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the work being performed under this Contract. No diversion or substitution shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion or substitution and such ratification shall constitute the consent of the Contracting Officer required by this clause. Unless approved in writing by the Contracting Officer, no Key Personnel position will remain unfilled by a permanent replacement for more than 60 days. The Key Personnel list shall be amended during the course of the Contract to add or delete Key Personnel as appropriate and approved by the Contracting Officer.
- (b) Anytime the overall RCC Project Manager is replaced or removed for any reason under the Contractor's control within two (2) years of being placed in the position, Earned and Interim Fee will be reduced by \$1,000,000. In addition, each time any of the other Key Personnel proposed (except the Transition Manager) are replaced or removed for any reason under the Contractor's control within two (2) years of being placed in the position, Earned and Interim Fee will be reduced by \$500,000 for each removed or replaced individual.

- (c) The Contractor may request, in writing, that the Contracting Officer waive all or part of a reduction, if special circumstances exist. The Contracting Officer shall have sole unilateral discretion to waive or not waive all or part of a reduction.

The following is a list of Key Personnel for this Contract:

Name	Position
Pat Pettiette	Project Manager
Greg Meyer	ESQH Manager
John Fulton	D4 Closure Manager
Rick Donahoe	Field Remediation Closure Manager
Ella Feist	End State and Final Closure Manager
Dennis Reese	Reactor ISS Closure Manager
Jeff James	Waste Operations Manager
Mike Fox	Project Integration Manager
Dru Butler	Regulatory Integration and Outreach Manager
Bill Shingler	Project Services Manager

H.26 RESPONSIBLE CORPORATE OFFICIAL

The Contractor shall provide a Guarantee of performance from its parent company in the form set forth in Section J, Attachment J-3. If the Contractor is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of this procurement, the parent companies of all the entities forming the new entity shall all provide Guarantees, which Guarantees shall provide for joint and severable liability for the performance of the Contractor. In the event any of the signatories to the Guarantee of performance enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer. Notwithstanding the provisions of this clause, the Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Contractor and who is accountable for the performance of the Contractor, regarding Contractor performance issues.

Name: Patrick L. Pettiette
Position: President
Company/Organization: Washington Closure LLC
Address: 1779 Terminal Dr., Richland WA 99354
Phone: 208-386-6856
Facsimile: 208-386-5489
Email: pat.pettiette@wgint.com

Should the responsible corporate official change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change in the individual to contact.

H.27 MENTOR-PROTÉGÉ PROGRAM

- (a) Both the DOE and the Small Business Administration (SBA) have established Mentor-Protégé Programs to encourage Federal prime contractors to assist small businesses, firms certified under Section 8(a) of the Small Business Act by the SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning, and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. Within 90 days of contract award and continuing throughout the Contract period of performance, the Contractor shall mentor at least one active Protégé company through the DOE and/or SBA Mentor-Protégé Programs. Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract.
- (b) DOE Mentor-Protégé Agreements shall be in accordance with Department of Energy Regulation (DEAR) 919.70.
- (c) SBA Mentor-Protégé Agreements shall be in accordance with applicable SBA regulations.

H.28 SMALL BUSINESS SUBCONTRACTING FEE REDUCTION

The Small Business Subcontracting Plan, incorporated into this Contract as Section J, Attachment J-4, contains percentage goals for awarding of subcontracts to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns. The Contractor also agrees, as a part of this Contract, to have in place, with one or more small businesses, a Mentor-Protégé program. The Contractor's performance in meeting these goals, and supporting protégé(s) in a Mentor-Protégé agreement(s), will be evaluated at the following milestones:

- End of Third Year of Contract Performance;
- End of Sixth Year of Contract Performance; and
- End of Contract.

If, at each one of these milestones, the Contractor has not met any or all of these subcontracting goals for that milestone period, or has failed to support a protégé during that period, the Contracting Officer may reduce the final fee amount by an amount up to \$3 Million for each milestone up to a total reduction of otherwise earned fee for the contract in the amount of \$9 Million. The reduction amount shall be at the unilateral discretion of the Contracting Officer. The dollar amount of each such reduction shall be a permanent reduction in the total fee paid under this contract. For the first two milestone periods, if it has been determined that the Contractor has failed to meet such goals, or failed to have a Mentor-Protégé Program, upon establishment of an appropriate fee reduction amount for that period, the ensuing provisional fee payments shall be reduced proportionally during the next milestone period until the full milestone reduction amount has been achieved. At contract completion, the total amount of fee reduction for failure to meet its subcontracting goals shall be offset by any amount of liquidated damages assessed in accordance with FAR 52.219-16, Liquidated Damages – Subcontracting Plan. Any reduction for failure to meet the Mentor-Protégé Program shall be in addition to any liquidated damages under FAR 52.219-16. For the purpose of implementing this clause, the percentage goals initially

established in the Contractor's Small Business Subcontracting Plan will remain in effect for the duration of the contract period.

H.29 LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT APPROPRIATIONS ACT, 2003)

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence Congressional action on any legislation or appropriation matters pending before Congress, other than communication to Members of Congress as described in 18 USC 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.30 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS

It is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

H.31 EXTRAORDINARY CONTRACTUAL RELIEF IN LIEU OF PRICE-ANDERSON AMENDMENTS ACT (PAAA) COVERAGE

- (a) This Contract contains Clause I.101, *DEAR 952.250-70, Nuclear Hazards Indemnity (JUN 1996)*. Nuclear hazards indemnification under the Price-Anderson Amendments Act of 1988 (PAAA), 42 USC §2210(d), upon which that Clause is based, expired on December 31, 2004. The Clause is, therefore not effective unless and until Congress reauthorizes coverage and the Clause is activated in accordance with this Article H.31.
- (b) In lieu of PAAA indemnification the Contractor may, not later than 30 days after contract award, submit a request for indemnification under Public Law 85-804. The Contractor represents that it has read and understands the requirements for obtaining Public Law 85-804 indemnification contained in FAR 50.403 and DOE Acquisition Letter 2002-04. The Contractor further agrees to fully cooperate with DOE in its processing of the indemnification request and DOE agrees to use its best efforts to process the request expeditiously.
- (c) If during the contract term PAAA indemnification or similar statutory indemnification is authorized by the Congress, then that statutory indemnity shall apply in lieu of any approved Public Law 85-804 indemnification. To the extent that the enacted nuclear hazards indemnification merely extends the effective date of the PAAA, the Contracting Officer shall issue a unilateral modification to this Contract making Clause I.101 effective in accordance with the statute. To the extent that in enacting the replacement nuclear hazards indemnification, Congress makes substantive changes to the PAAA, the Contracting Officer shall issue a unilateral modification to this Contract activating Clause I.101 and altering the Clause to reflect the changes necessary to comply with the statute.

Task# DOE-PRO-C-2005-0360

E-STARS™ Report
Task Detail Report
08/02/2005 1055

TASK INFORMATION			
Task#	DOE-PRO-C-2005-0360		
Subject	RIVER CORRIDOR CLOSURE SERVICES MODIFICATION M001 FULL TRANSMITTAL		
Parent Task#		Status	CLOSED
Reference		Due	
Originator	Kent, Virginia A	Priority	High
Originator Phone	(509) 372-8977	Category	None
Origination Date	07/29/2005 1537	Generic1	
Remote Task#		Generic2	
Deliverable	None	Generic3	
Class	None	View Permissions	Normal
Instructions	bcc w/encl: PRO OFF FILE CCC RDG FILE K. D. Bazzell, AMRC D. T. Evans, AMRC S. L. Sedgwick, PRO RECORD NOTE: None		
ROUTING LISTS			
1	Route List		Inactive
	<ul style="list-style-type: none"> Bazzell, Kevin D - Approve - Withdrawn - 08/01/2005 1558 <i>Instructions:</i> Evans, David T - Approve - Withdrawn - 08/01/2005 1558 <i>Instructions:</i> Sedgwick, Stacie L - Approve - Approved - 08/01/2005 1605 <i>Instructions:</i> 		
ATTACHMENTS			
Attachments	1. 05-PRO-0360 M001 conformed trans ltr-full.doc		
COLLABORATION			
COMMENTS			
<i>No Comments</i>			
TASK DUE DATE HISTORY			
<i>No Due Date History</i>			
SUB TASK HISTORY			
<i>No Subtasks</i>			

-- end of report --

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