

1. CONTRACT NUMBER DE-EM0001529		2. EFFECTIVE DATE 7/1/11		3. SOLICITATION NUMBER DE-SOL-0002084		4. REQUISITION/PROJECT NUMBER 11EM003056	
5. ISSUED BY U.S. Department of Energy EMCBC 250 East 5th Street, Suite 500 Cincinnati, OH 45219				6. ADMINISTERED BY (If other than Item 5) U.S. Department of Energy West Valley Demonstration Project 10282 Rock Springs Road West Valley, NY 14171-9799			
7. NAME AND ADDRESS OF CONTRACTOR CH2M HILL B&W West Valley, LLC 9189 South Jamaica Street Englewood, CO 80112				8. PAYMENT WILL BE MADE BY U.S. Department of Energy Oak Ridge Operations Office Oak Ridge Financial Services Center P.O. Box 4307 Oak Ridge, TN 37831			
9A. DUNS NUMBER 965525418		9B. TAXPAYER'S IDENTIFICATION NO. 900629675		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO <input type="checkbox"/> ITEM 5 <input type="checkbox"/> ITEM 6 <input checked="" type="checkbox"/> ITEM 8 <input type="checkbox"/> OTHER (Specify)			

11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM	A1-2		I	CONTRACT CLAUSES	I1-21
	B	SUPPLIES OR SERVICES AND PRICES/COSTS	B1-18	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT	C1-96		J	LIST OF ATTACHMENTS	J1-49
	D	PACKAGING AND MARKING	D1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE	E1-5		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE	F1-2		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA	G1-4		M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS	H1-35				

12. BRIEF DESCRIPTION
A detailed description of the services to be provided under this contract is contained in the Performance Work Statement in Section C.

Accounting and Appropriation Data (see attached)

13. TOTAL AMOUNT OF CONTRACT		\$333,426,661.00
14. CONTRACTOR'S AGREEMENT. Contractor agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.		15. AWARD. The Government hereby accepts your offer on the solicitation identified in item 3 above as reflected in this award document. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.
<input type="checkbox"/> A. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN FOUR COPIES TO THE ISSUING OFFICE. (Check if applicable)		
B. SIGNATURE OF PERSON AUTHORIZED TO SIGN		A. UNITED STATES OF AMERICA (Signature of Contracting Officer)
C. NAME OF SIGNER Mark D. Fallon		Barry M. Page
D. TITLE OF SIGNER President Nuclear Business		B. NAME OF CONTRACTING OFFICER Barry M. Page
E. DATE 7/1/11		C. DATE 6/29/11

Accounting and Appropriations Data

01751	2011	33	490809	25200	1111004	0001080	0000000	0000000	\$1,530,000.00
01250	2011	33	490809	25200	1111139	0001079	0000000	0000000	\$302,702.00
01250	2011	33	490809	25200	1111143	0001079	0000000	0000000	\$100,000.00
01250	2011	33	490809	25200	1111147	0000000	0000000	0000000	\$100,000.00

PART I – THE SCHEDULE

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS
TABLE OF CONTENTS**

B.1	TYPE OF CONTRACT AND SERVICES BEING ACQUIRED	1
B.2	COST AND FEE	1
B.3	OBLIGATION OF FUNDS.....	15
B.4	ALLOWABILITY OF SUBCONTRACTOR FEE.....	15
B.5	DOE AUTHORIZATION OF WORK.....	16
B.6	ADVANCED UNDERSTANDING - CHANGES TO CONTRACT COST AND CONTRACT FEE	16
B.7	AUTHORIZATION OF TRANSITION COSTS UNDER THE CONTRACT	17
B.8	TRANSITION ACTIVITIES.....	17

B.1 TYPE OF CONTRACT AND SERVICES BEING ACQUIRED

This is a performance-based cost-plus-award-fee contract with cost and schedule incentives for the West Valley Demonstration Project (WVDP) and includes the facility disposition, stewardship, maintenance and operational activities as currently authorized under the existing regulatory framework at WVDP. The contractor has the responsibility for determining the specific methods and approaches for accomplishing the identified work. This contract applies performance-based contracting approaches and expects the contractor to implement techniques that emphasize safe, efficient, and measurable results.

B.2 COST AND FEE

1. Contract Transition

a. Total Estimated Transition Cost:  _____

2. Contract Performance

a. Total Contract Target Cost:  _____

b. Total Contract Target Fee:  _____

3. Fee Component 1: Schedule Incentive Fee

a. Total Target Schedule Incentive Fee  _____

4. Fee Component 2: Cost Incentive Fee

a. Total Target Cost Incentive Fee  _____

5. Fee Component 3: Award Fee

a. Total Target Award Fee  _____

6. Fee Determination

a. **Schedule Incentive Fee:** The amount of Total Schedule Incentive Fee earned will equal the total of the Target Schedule Incentive Fees specified in "Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts" for each milestone, subject to the following adjustments where applicable:

- i. **Adjustment 1 – Fee Earned for Milestone 1 Performance:**
The Target Schedule Incentive Fee specified in "Table 1 –

Milestones, Completion Dates and Schedule Incentive Fee Amounts” for Milestone 1 will be increased by \$40,000 for every calendar day the actual completion date of Milestone 1 falls before the Target Completion Date specified in “Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts” for Milestone 1, or decreased by \$40,000 for every calendar day the actual completion date of Milestone 1 falls after the Target Completion Date specified in “Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts” for Milestone 1. No adjustment will be made if the actual completion date of Milestone 1 falls on the Target Completion Date established in “Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts” for Milestone 1.

ii. **Adjustment 2 – Fee Earned for Milestone 2 Performance:**

The Target Schedule Incentive Fee specified in “Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts” for Milestone 2 will be increased by \$40,000 for every calendar day the actual completion date of Milestone 2 falls before the Target Completion Date specified in “Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts” for Milestone 2 or decreased by \$40,000 for every calendar day the actual completion date of Milestone 2 falls after the Target Completion Date established in “Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts” for Milestone 2. No adjustment will be made if the actual completion date of Milestone 2 falls on the Target Completion Date established in “Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts” for Milestone 2.

iii. **Adjustment 3 – Fee Earned for Milestone 3 Performance:**

The Target Schedule Incentive Fee specified in “Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts” for Milestone 3 will be increased by \$40,000 for every calendar day the actual completion date of Milestone 3 falls before the Target Completion Date specified in “Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts” for Milestone 3 or decreased by \$40,000 for every calendar day the actual completion date of Milestone 3 falls after the Target Completion Date established in “Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts” for Milestone 3. No adjustment will be made if the actual completion date of Milestone 3 falls on the Target Completion Date established in “Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts” for Milestone 3.

- iv. **Adjustment 4 - Unearned Fee from Milestone 1, 2 and 3 Performance:** If the actual completion date of Milestone 4 occurs on or before the Target Completion Date established in “Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts” for Milestone 4, then 50% of the total amount of UNEARNED fee, if any, from Adjustments 1, 2 and 3 above will be added to the Target Schedule Incentive Fee specified in “Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts” for Milestone 4. UNEARNED Fee from Adjustments 1, 2 and 3 is defined as the difference between Earned Fee and Target Fee resulting from Adjustments 1, 2 and 3.

- v. **Adjustment 5 - Fee Earned for Milestone 4 Performance:** The unearned fee from Milestone 1, 2 and 3 performance established by the calculation specified in Adjustment 4, if any, will be added to the Target Schedule Incentive Fee specified in “Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts” for Milestone 4. This total will be increased by \$80,000 for every calendar day the actual completion date of Milestone 4 falls before the Target Completion Date established in “Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts” for Milestone 4, or decreased by \$80,000 for every calendar day the actual completion date of Milestone 4 falls after the Target Completion Date established in “Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts” for Milestone 4. No adjustment will be made if the actual completion date of Milestone 4 falls on the Target Completion Date established in “Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts”.

- vi. **Adjustment 6 – Additional Fee Reduction for Milestone 4 Performance:** The total earned fee from Milestone 1, 2 and 3 performance calculated in Adjustments 1, 2 and 3 will be reduced by \$40,000 for every calendar day the actual completion date of Milestone 4 falls after the Target Completion Date established in “Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts” for Milestone 4. No adjustment will be made if the actual completion date of Milestone 4 falls on or before the Target Completion Date established in “Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts” for Milestone 4.

Table 1 - Milestones, Completion Dates and Schedule Incentive Fee Amounts

	Milestone	Target Schedule Incentive Fee	Target Completion Date
1	Complete High Level Waste (HLW) Canister Relocation at WVDP in accordance with Completion Criteria established in Section B.2.6.e.i	██████████	May 1, 2015
2	Process, ship and dispose of all legacy waste off-site in accordance with Completion Criteria established in Section B.2.6.e.ii	██████████	September 30, 2014
3	Demolition and Removal of the Main Plant Process Building (MPPB) and the Vitrification (Vit) Facility in accordance with Completion Criteria established in Section B.2.6.e.iii	██████████	June 30, 2017
4	Complete all work described in the Performance Work Statement in accordance with Completion Criteria established in Section B.2.6.e.iv	██████████	June 30, 2017

b. **Cost Incentive Fee:** The amount of Total Cost Incentive Fee earned will equal the Target Cost Incentive Fee specified in Section B.2.4.a, subject to the following adjustments where applicable:

- i. **Adjustment 1 – Cost Performance between 90% and 110% of Target Cost:** For total actual allowable costs between 90% and 110% of the Total Contract Target Cost established in Section B.2.2.a, the Total Cost Incentive Fee will be adjusted upward for cost savings or adjusted downward for cost overruns using a share ratio of 80%/20% (Government/Contractor).
- ii. **Adjustment 2 – Cost Performance above 110% above Target Cost:** 50% of the UNEARNED Schedule Incentive Fee resulting from the Schedule Incentive Fee Determination specified in Section B.2.6.a will be added to 110% of the Total Contract Target Cost established in Section B.2.2.a. For total actual allowable costs between this amount and 110% of the Total Contract Target Cost established in Section B.2.2.a, the Total Cost Incentive Fee will be adjusted downward for cost overruns using a share ratio of 50%/50% (Government/Contractor). UNEARNED Schedule Incentive Fee resulting from the Schedule Incentive Fee Determination specified in Section B.2.6.a is defined as the difference between the Total Target Schedule Incentive Fee specified in Section B.2.3.a and the Total Schedule Incentive Fee Earned for the performance of all four Milestones resulting from the Schedule Incentive Fee Determination specified in Section B.2.6.a

iii. **Adjustment 3 – Additional Fee Reduction for Cost Performance:** For total actual allowable costs greater than the sum of 50% of the UNEARNED Schedule Incentive Fee resulting from the Schedule Incentive Fee Determination specified in Section B.2.6.a and 110% of the Total Contract Target Cost established in Section B.2.2.a., the Total Cost Incentive Fee will be adjusted downward for cost overruns using a share ratio of 0%/100% (Government/Contractor).

c. **Award Fee:** The amount of award fee earned will be determined in accordance with the following:

- i. The contractor shall not earn any fee for contract transition.
- ii. The total available award fee for the contract period can be earned through objective and/or subjective fee components consisting of award fee criteria. These components and available award fee will be provided in the Award Fee Plan.
- iii. The CO will prepare and issue the Award Fee Plan prior to the start of each fiscal year. The CO may provide draft award fee criteria for contractor review and input; however, the CO reserves unilateral discretion to issue and modify the Award Fee Plan without contractor review.
- iv. The award fee plan may be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor 30 calendar days prior to the start of the evaluation period to which the change will apply.
- v. The amount of earned total award fee shall be unilaterally determined by the Fee Determining Official (FDO) semi-annually. This determination shall be based upon the FDO's evaluation of the contractor's performance, as measured against the Award Fee Plan. Upon the FDO's final determination of the earned award fee for each evaluation period, the contractor may invoice the fee amount.
- vi. Any unearned award fee from each evaluation period will not be eligible to be earned in any future period(s).

d. **Fee Limitations:** Fee limitations are set forth as follows:

- i. The Total Contract Maximum Fee shall equal 12% of the Total

Contract Target Cost specified in Section B.2.2.a.

- ii. The Total Contract Target Fee shall not exceed 10% of the Total Contract Target Cost.
 - iii. The Total Target Schedule Incentive Fee shall equal 50% of the Total Contract Target Fee. The Minimum Schedule Incentive Fee is 0% of the Total Contract Target Cost.
 - iv. The Total Target Cost Incentive Fee shall equal 30% of the Total Contract Target Fee. The Minimum Cost Incentive Fee is 0% of the Total Contract Target Cost.
 - v. The Total Target Award Fee shall equal 20% of the Total Contract Target Fee. The Minimum Award Fee is 0% of the Total Contract Target Cost.
- e. **Completion Criteria:** The incentive fee determinations will be based on the milestone completion dates and the total actual allowable costs to complete all the work specified in the contract. Final acceptance will be governed by Section E and by the completion criteria specified below for each Milestone:

i. **Milestone 1**

(1) **Title:** Complete High Level Waste (HLW) Canister Relocation at WVDP

(2) **Description:** The Contractor shall be responsible for all planning, coordination, certification, regulatory approval, management and labor necessary to complete all activities required to relocate the HLW in accordance with the Performance Work Statement.

The Contractor shall be responsible for completion of all actions required to accomplish the work described herein including but not limited to obtaining all licenses, permits, approvals, etc. necessary to accomplish work required to meet this milestone, as well as identification and resolution of impediments and obstacles to successful completion of the milestone.

(3) **Completion:** The Contractor shall have completed the following activities. Completion of these activities will achieve the HLW Canister Relocation.

- (a) Complete modifications, as necessary, to the HLW Interim Storage Facility (the former Chemical Process Cell in the MPPB), the Equipment Decontamination Room, and the Load-In/Load-Out Facility to support removal and packaging of the HLW;
- (b) Complete construction of the Cask Storage Pad;
- (c) Complete construction of the HLW Storage System;
- (d) Obtain necessary licenses and/or certifications for the storage system;
- (e) Obtain NRC Certificate of Compliance for shipping of HLW;
- (f) Obtain approval for all necessary changes to the Waste Form Compliance Plan (WCP);
- (g) Complete upgrades, as necessary, to site roadways and facilities;
- (h) Complete all required readiness reviews/evaluations; and
- (i) Complete the relocation of 275 Vitrified High Level Waste (HLW) Canisters, two evacuated canisters, spent nuclear fuel debris from the HLW Interim Storage Facility, and other HLW forms as may be applicable, to a new HLW Canister Interim Storage System
- (j) The Contractor shall disposition all waste resulting from work required to complete this milestone that has a path for disposal, and characterize and package all waste without a pathway for disposal.
- (k) All physical activities shall be completed by May 1, 2015.
- (l) Property records identifying and tracking appropriate handling and disposition of property affected during completion of this milestone are considered sufficient evidence that property was handled appropriately.

(4) Completion Documents List:

- (a) Costs, manpower, resources, and schedules used to complete this milestone;
- (b) Activities conducted to complete this milestone;
- (c) As-built and revised facility/site drawings and documentation of utility re-routing and isolations or operability;
- (d) Lessons learned and issue resolution;
- (e) HLW volumes removed, processed, repackaged and stored;
- (f) Container and configuration data records documentation;
- (g) Radiological/Characterization Surveys (pre and post) of the HLW Container Interim Storage System location; and
- (h) Certificate of Compliance to ship HLW canisters

- (5) **Technical Boundary Conditions:** The work will be performed in conformance with approved procedures governing waste packaging, characterization, storage and/or shipping and disposal.
- (6) **Assumptions:** The work associated with the activity shall be completed in accordance with contract terms and conditions, full compliance with ISMS and ES&H requirements. The Site Wide Characterization Contractor will survey soils below and in the vicinity of the HLW Container Interim Storage Facility prior to construction.

ii. **Milestone 2**

- (1) **Title:** Process, ship and dispose of all Legacy Waste off site
- (2) **Description:** The Contractor shall be responsible for all planning, coordination, management and labor necessary to ship all Legacy Waste for final off site disposal at a DOE approved facility in accordance with the Performance Work Statement. Contractor shall provide a schedule and detail of any additional waste retrieval facility modification activities for accomplishing work required to complete this milestone. The schedule shall be provided to DOE at least 5 days prior to the first scheduled activity in the plan. Contractor shall be responsible for completion of all actions required to accomplish the work described herein including but not limited to obtaining all licenses, permits, approvals, etc. necessary to accomplish work to complete this milestone, as well as identification and resolution of impediments and obstacles to successful completion of the milestone.
- (3) **Completion:** Contractor will dispose of the Legacy Waste at an approved off-site licensed disposal facility. All waste without a pathway for disposal shall be safely and cost effectively stored on-site for the duration of the contract. All physical activities shall be completed prior to the end of the contract period. [Note: Evidence of waste shipment is NOT evidence of completion - only evidence that the waste has been accepted at an appropriate receiver site is proof of completion.] For waste where liability is attached until final disposal is complete, the only acceptable proof of completion is actual disposal records. All activities shall be completed no later than September 30, 2014.
- (4) **Completion Documents List:** On a monthly basis, the

Contractor shall transmit a report to DOE that identifies the number of waste inventory removed from the facility (production rate), waste inventory remaining in the facility, type of waste, amount of waste prepared for shipping, the number (and volume) of packages shipped off site for disposal, issues encountered, and lessons learned regarding this activity. The monthly report will be transmitted as part of routine operations. A final report will be provided after documentation is received confirming final off site disposal of all of waste documenting the final data roll-up from the monthly reports, and the cost, schedule, manpower and resources used to complete this activity. Documentation of the waste volumes removed, container data records, disposal facility receipt documentation, and evidence of disposal are acceptable documentation of completion of work required to complete this milestone.

- (5) **Technical Boundary Conditions:** The work will be performed in conformance with approved procedures governing waste packaging, characterization, storage and/or shipping and disposal.
- (6) **Assumptions:** The work associated with the activity shall be completed in accordance with contract terms and conditions, full compliance with ISMS and ES&H requirements.

iii. **Milestone 3**

- (1) **Title:** Demolition and Removal of the Main Plan Process Building (MPPB) and the Vitrification (Vit) Facility
- (2) **Description:** The Contractor shall demolish the MPPB and the Vit Facility, and complete waste management activities for all waste streams in accordance with the Performance Work Statement (PWS).

The Contractor shall be responsible for all planning, coordination, management and labor necessary to demolish the MPPB and Vit Facilities and obtain regulatory and DOE approval of the demolition plan(s) as needed. All waste management activities shall be completed in accordance the PWS. The Contractor shall provide a schedule and detail of activities for accomplishing work required to complete this milestone.

Contractor shall be responsible for completion of all actions

required to accomplish the work described herein including but not limited to obtaining all licenses, permits, approvals, etc. necessary to accomplish work for this milestone activity, as well as identification and resolution of impediments and obstacles to successful completion of the milestone.

- (3) **Completion:** For the MPPB and Vit Facility demolition, the incentive is considered complete when all of the following conditions have been met:
- (a) Structures, equipment, debris, and waste has been removed;
 - (b) Piping and conduit into and out of the remaining foundation below the nominal 100 +/- 3-ft reference elevation has been isolated;
 - (c) All waste resulting from work under this incentive that has a path for disposal has been properly disposed of off site at a DOE approved facility;
 - (d) All waste without a pathway for disposal for storage has been properly characterized and packaged and stored in existing on-site storage facilities;
 - (e) All approvals for permits required for demolition have been received and provided to DOE;
 - (f) All characterization data has been validated and provided for review;
 - (g) Storm water and ground water are prevented from entering or exiting the remaining structure; and
 - (h) A final report is provided and accepted by DOE containing at a minimum the completion documents list

All activities shall be completed by June 30, 2017.

Note: Evidence of waste shipment is NOT evidence of completion - only evidence that the waste has been accepted at the receiver site is proof of completion. For waste where liability is attached until final disposal is complete, the only acceptable proof of completion is actual disposal records.

- (4) **Completion Documents List:** The Contractor shall provide a final report to DOE documenting the following information (if applicable to this incentive):
- (a) Costs, manpower, resources, and schedules used to complete the Milestone;
 - (b) Activities conducted to complete the Milestone;

- (c) Revised facility/site drawings and documentation of utility re-routing and isolations or operability;
- (d) Lessons learned and issue resolution;
- (e) Waste volumes removed, processed, repackaged, stored, shipped, and disposed;
- (f) Container data records and disposal facility receipt documentation;
- (g) Radiological Characterization Surveys of the remaining structures after Contract demolition activities are complete; and
- (h) Copies of approved permits.

- (5) **Technical Boundary Conditions:** All work will be performed in conformance with procedures governing demolition and waste packaging, characterization, storage and/or shipping and disposal; as well as any other applicable procedures and contract requirements.
- (6) **Assumptions:** The work associated with the activity shall be completed in accordance with contract terms and conditions, full compliance with ISMS and ES&H requirements.

iv. **Milestone 4**

- (1) **Title:** Completion of Performance Work Statement
- (2) **Description:** Contractor shall complete all activities as described in the Performance Work Statement. In addition to Milestones 1, 2, and 3 above, the Contractor shall decontaminate, characterize and RCRA clean close the Remote Handled Waste Facility, deactivate, decontaminate, and disposition the BOSF; take necessary actions to stabilize Lagoon 3; characterize the content of Tank 8D-4; and characterize, process, package, ship and dispose of all Contractor-generated waste in accordance with the Performance Work Statement. The Contractor shall be responsible for completion of all actions required to accomplish the work described herein including but not limited to obtaining all licenses, permits, approvals, etc. necessary to accomplish work to complete this milestone, as well as identification and resolution of impediments and obstacles to successful completion of the milestone.
- (3) **Completion:** The Milestone is considered complete when all contract requirements associated with Performance Work Statement have been met. All activities, associated with

performance under this Milestone, including waste disposal must be met. The Contractor will dispose of all Contractor-generated waste at an approved, off-site, permitted disposal facility. All physical activities shall be completed prior to the end of the contract period. [Note: Evidence of waste shipment is NOT evidence of completion - only evidence that the waste has been accepted at an appropriate receiver site is proof of completion.] For waste where liability is attached until final disposal is complete, the only acceptable proof of completion is actual disposal records. All activities shall be completed no later than June 30, 2017.

- (4) **Completion Documents List:** On a monthly basis, the Contractor shall transmit a report to DOE that identifies the number of BOSF structures removed from the facility, BOSF inventory remaining onsite, amount and type of waste prepared for shipping, the amount (and volume) of packages shipped off site for disposal, issues encountered, and lessons learned regarding this activity. The monthly report will be transmitted as part of routine operations. A final report will be provided after documentation is received confirming final off site disposal of all of waste documenting the final data roll-up from the monthly reports, and the cost, schedule, manpower and resources used to complete this activity. A final report will be provided to DOE within 15 days of the Contractor's declaration that all field work associated with this Milestone has been completed. The report will detail all of the work accomplished by the Contractor in completion of work under and associated with this Milestone. At a minimum, the report will contain and address:
- a) Revised facility/site drawings and documentation of utility re-routing and isolations or operability;
 - b) Waste volumes removed, processed, repackaged, stored, and shipped;
 - c) Container data records and disposal facility receipt documentation;
 - d) Environmental Monitoring Reports (e.g. air monitoring) resulting from environmental compliance monitoring; and
 - d) Radiological Surveys (post demolition contamination and dose rate) for the facility footprints including exposed building slabs and foundations.
- In addition, the Contractor shall provide certification from the New York State Department of Environmental Conservation that the RHWF has been RCRA clean closed; the Contractor shall provide a report evaluating of the stability of Lagoon 3

and the Contractor shall provide a characterization report of Tank 8D-4.

(5) **Technical Boundary Conditions:** The work will be performed in conformance with approved procedures governing building demolition, waste packaging, characterization, storage and/or shipping and disposal.

(6) **Assumptions:** The work associated with the activity shall be completed in accordance with contract terms and conditions, full compliance with ISMS and ES&HQ requirement.

EXAMPLE SCHEDULE INCENTIVE FEE CALCULATION

The following example is for illustrative purposes only:

Assumptions

Total Contract Target Cost:	\$	400,000,000
Total Contract Maximum Fee (12%):	\$	48,000,000
Total Contract Target Fee (8%):	\$	32,000,000
Total Target Schedule Incentive Fee:	\$	16,000,000
Total Target Cost Incentive Fee:	\$	9,600,000
Total Target Award Fee:	\$	6,400,000
Total Actual Allowable Costs:	\$	465,000,000
Total Award Fee Earned:	\$	6,000,000

	Milestone	Target Schedule Incentive Fee	Target Completion Date	Actual Completion Date
1	Complete High Level Waste (HLW) Canister Relocation at WVDP in accordance with Completion Criteria established in Section B.2.6.e.i	\$3,200,000	June 30, 2013	July 10, 2013
2	Process, ship and dispose of all legacy waste off-site in accordance with Completion Criteria established in Section B.2.6.e.ii	\$3,200,000	June 30, 2015	July 21, 2015
3	Demolition and Removal of the Main Plant Process Building (MPPB) and the Vitrification (Vit) Facility in accordance with Completion Criteria established in Section B.2.6.e.iii	\$3,200,000	June 30, 2018	August 2, 2018
4	Complete all work described in the Performance Work Statement in accordance with Completion Criteria established in Section B.2.6.e.iv	\$6,400,000	June 30, 2018	June 20, 2018

Calculations

Schedule Incentive Fee Earned

Adjustment 1 - Fee Earned for Milestone 1 Performance:
 $\$3,200,000 - (\$40,000 \times 10 \text{ days}) = \$2,800,000$

Adjustment 2 - Fee Earned for Milestone 2 Performance:
 $\$3,200,000 - (\$40,000 \times 21 \text{ days}) = \$2,360,000$

Adjustment 3 - Fee Earned for Milestone 3 Performance:
 $\$3,200,000 - (\$40,000 \times 33 \text{ days}) = \$1,880,000$

Adjustment 4 – Unearned Fee from Milestone 1, 2 and 3:

$$50\% \times (\$400,000 + \$840,000 + \$1,320,000) = \$1,280,000$$

Adjustment 5 – Fee Earned for Milestone 4 Performance:
 $(\$1,280,000 + \$6,400,000) + (\$80,000 \times 10) = \$8,480,000$

Adjustment 6 – Additional Fee Reductions for Milestone 4 Performance:
None

Total Schedule Incentive Fee Earned: $\$2,800,000 + \$2,360,000 + \$1,880,000 + \$8,480,000 = \$15,520,000$

EXAMPLE COST INCENTIVE FEE CALCULATION

Cost Incentive Fee Earned

Adjustment 1 - Cost Performance between 90% and 110% of Target Cost:
 $(\$440,000,000 - \$400,000,000) \times 20\% = \$8,000,000$ downward adjustment

Adjustment 2 - Cost Performance above 110% of Target Cost:
Step 1: $\$16,000,000 - \$15,520,000 = \$480,000$ (UNEARNED Schedule Incentive Fee)
Step 2: $(\$480,000 \times 50\%) + (110\% \times 400,000,000) = \$440,240,000$
Step 3: $50\% \times (\$440,240,000 - (110\% \times 400,000,000)) = \$120,000$ downward adjustment

Adjustment 3 - Additional Fee Reduction for Cost Performance:
 $\$465,000,000 - \$440,240,000 = \$24,760,000$.

Total Cost Incentive Fee Earned: $\$9,600,000 - \$8,000,000 - \$120,000 - \$24,760,000 = \$(23,280,000)$; however the minimum cost incentive fee limitation is zero, therefore the cost incentive fee earned is zero.

Award Fee Earned

Total Award Fee Earned: $\$6,000,000$ (from assumptions above)

Total Contract Fee Earned

$\$15,520,000 + \$0 + \$6,000,000 = \$21,520,000$

7. Provisional Fee Payment

- a. Payments of provisional schedule incentive fee and cost incentive fee will be made once per quarter during the contract performance period.
- b. A provisional schedule and cost incentive fee payment schedule will be unilaterally established by the Contracting Officer and based on the successful completion of interim milestones contained in the Contractor's approved "Project Baseline Documents" as specified in Attachment J-3 of the contract. The payment schedule will be established no later than 30 days after the approval of the Contractor's approved "Project Baseline Documents" as specified in Attachment J-3 of the contract.
- c. Each payment shall be limited to the following:

(The sum of the Total Target Schedule Incentive Fee specified in

Section B.2.3.a and Total Target Cost Incentive Fee specified in Section B.2.4.a) divided by the total number of quarters in the contract performance period.

- d. Partial quarters will be prorated.
- e. Provisional payment of award fee is described in Section B.2.c.v of the contract.

8. Final Fee Determination

- a. The final fee determination will be calculated by the Contracting Officer when the Contractor has completed all activities included in the Performance Work Statement and in accordance with Section B.2. The final fee payment will be the difference between the final fee determination minus the sum of quarterly provisional fee payments and award fee payments made during the period of the contract.
- b. If the sum of quarterly provisional fee payments and award fee payments made during the period of the contract is greater than the overall fee that is calculated by the Contracting Officer in his/her final fee determination, the Contractor shall reimburse the amount of fee already paid that is greater than that earned and shall pay interest to DOE in accordance with the prevailing Treasury rate(s) in effect at the time the payments were made.

B.3 OBLIGATION OF FUNDS

Pursuant to the clause in Section I, FAR 52.232-22, Limitation of Funds, total funds in the amount of \$2,032,702 have been allotted for obligation and are available for payment of services provided from the effective date of this contract through July 15, 2011.

B.4 ALLOWABILITY OF SUBCONTRACTOR FEE

- (a) If a company is part of a teaming arrangement as described in FAR Subpart 9.6, Contractor Team Arrangements, it shall share the total available fee of the contract with the other companies of the team in accordance with the teaming arrangement agreement. The FAR 31.205-26(e) restrictions on profit/fee regarding sales or transfers between any divisions, subdivisions, subsidiaries, or affiliates of the "contractor" shall apply to both the Contractor Team Arrangement and to the individual companies of the Contractor Team Arrangement. Additionally, separate, additional fee is not an allowable cost under this contract for subcontractors, suppliers, or lower-tier subcontractors that are wholly-owned by any team member, majority-owned by any team member, or affiliates of any team member.

- (b) The fee restriction in paragraph (a) does not apply to members of the contractor's team that are: (1) small business(es); (2) protégé firms as part of an approved Mentor-Protégé relationship under the Section H Clause, Mentor-Protégé Program; or (3) subcontractors under a competitively awarded firm-fixed-price or firm-fixed-unit-price subcontract.

For the purposes of this clause, the term company shall include universities and non-profit organizations.

B.5 DOE AUTHORIZATION OF WORK

The CO will authorize work as follows:

- (a) The contractor is authorized to conduct work in accordance with the approved baseline, subject to the limitations of the Section B clause, Obligation of Funds.
- (b) The contractor's initial Project Baseline Summary (PBS) Budget Allocation Plan shall detail the work activities to be performed. Until DOE approves the contractor's baseline, the PBS Budget Allocation Plan will be used to authorize work.
- (c) After the baseline has been approved by DOE, the contractor shall work to the baseline. The contractor shall develop and maintain the baseline in accordance with Clause H.18, Project Control Systems and Reporting Requirements. When required, the CO may make changes within the general scope of the contract in accordance with the Changes clause. The CO has review and concurrence authority during the baseline change management process. As additional activities and facilities are deemed available, the baseline change management process will be utilized for work authorization and could result in contract modifications to adjust scope and schedule.

B.6 ADVANCED UNDERSTANDING - CHANGES TO CONTRACT COST AND CONTRACT FEE

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; consequences of any regulatory actions in response to adverse contractor work performance; and/or inability to accomplish the contractor's proposed technical approach shall not be a basis for an upward adjustment to the fee(s) of the contract.

The contractor is entitled to a change in contract cost, but not fee, for contributions to any defined benefit pension plan or medical plan.

B.7 AUTHORIZATION OF TRANSITION COSTS UNDER THE CONTRACT

- (a) Contract transition is a 60-day period of time prior to the date the Contractor assumes full responsibility. During the transition period, the Contractor shall perform those activities necessary to be prepared to assume full responsibility for the contract requirements. During the transition period, the Contractor shall bring to the site its management team and other staff necessary to plan and conduct those activities that provide for an orderly transfer of responsibilities and accountability. The Contractor shall coordinate its activities with DOE and the incumbent Contractor so as to accomplish these activities in a manner that will provide an effective transition of personnel and work activities while minimizing the cost of this effort.
- (b) The Contractor shall put into place any agreements it deems necessary between it and other site contractors/subcontractors for provision of services. Any agreement that requires DOE consent will be subject to a 30-day review and approval period.
- (c) All transition costs shall be included in the total estimated cost of this contract.

B.8 TRANSITION ACTIVITIES

- (a) During the transition period, as specified in the clause in Section F entitled "Period of Performance," the Contractor shall perform those activities that are necessary to transition work from the incumbent contractor in a manner that (1) assures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent contractor; and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner. The Contractor is responsible for providing all necessary personnel during the transition period, unless specifically directed otherwise by the Contracting Officer. The Government will provide logistical support (office space, computers, telephone, etc.) to the Contractor during the transition period. The office space provided will be at the Ashford Office Complex located at 9030 US Route 219, West Valley, NY 14171.
- (b) The Contractor shall submit a transition plan and budget to the Contracting Officer for approval on the contract award date. The plan shall include a schedule of major activities, and address as a minimum:
 - Communication process among DOE, the incumbent WVDP Contractor, assigned subcontractors, incumbent employees, and other WVDP contractors;

- Identification of key transition issues and milestones;
 - Identification of a transition team (inclusive of consultants and teaming members, if any);
 - Integration of work packages (direct and indirect) and budgets from incumbent contractors;
 - Approach to minimizing impacts on continuity of operations;
 - Dispute Resolution;
 - Human resource management;
 - Implementation of existing or proposed management and operating systems (e.g., Project Management, Integrated Safety Management Operating Procedures, General Electronic Data Processing, Budget and Planning, Purchasing Material, Compensation, Labor/Payroll, Indirect and Direct Costs, Property Management, Billing and Estimating);
 - A cost breakdown sufficient to support the proposed transition budget;
 - Development of all interface control documents;
 - Assumption of permits, applications, licenses, and other regulatory documents
- (c) During the transition period, the Contractor shall prepare and submit a Statement of Material Differences documenting the material differences between the actual and documented conditions of the systems, facilities, waste sites, property and services.
- (d) After completion of the transition activities contained in the approved transition plan and such other transition activities as may be authorized or directed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing that it is ready to assume full responsibility for the work. The Contractor shall assume full responsibility for the work upon the date specified in writing by the Contracting Officer.

PART I – THE SCHEDULE

SECTION C - PERFORMANCE WORK STATEMENT

TABLE OF CONTENTS

CONTRACT BACKGROUND	1
CONTRACT OVERVIEW	2
CONTRACTOR PERFORMANCE	3
C.1.0 PROJECT SUPPORT SERVICES	4
C.1.1 INTEGRATED SAFETY MANAGEMENT (ISM) SYSTEM.....	4
C.1.1.1 <i>Environment, Safety, Health and Quality Assurance (ESH&QA)</i>	4
C.1.1.1.1 Environment.....	4
Environmental Compliance and Permitting	5
C.1.1.1.2 Safety.....	8
Emergency Management.....	8
Radiation Safety.....	8
Nuclear Safety.....	8
Criticality Safety.....	8
Worker Safety and Health.....	9
C.1.1.1.3 Quality Assurance.....	9
C.1.2 ENGINEERING	10
C.1.3 BUSINESS ADMINISTRATION.....	11
C.1.3.1 <i>Project Management and Finances</i>	11
C.1.3.2 <i>Other Project Support</i>	12
C.1.3.3 <i>Infrastructure Support</i>	12
Real and Personal Property Management.....	12
Communications.....	13
Records Management	13
Support to DOE	16
A. Office and Information Services	16
B. Energy Employees Occupational Injury Compensation Program Act.....	17
(EEOICPA).....	17
C. Radiological Assistance Program (RAP).....	17
D. Expanded Public Participation.....	17
E. Studies Related to Determination of Phase 2 Decision	18
C.1.4 SUPPORT TO OTHER DOE CONTRACTORS.....	18
C.1.5 PENSIONS.....	19
C.2.0 SITE OPERATIONS, MAINTENANCE, AND UTILITIES	19
C.2.1 SITE OPERATIONS AND MAINTENANCE	19
C.2.2 LANDSCAPING SERVICES	21
C.2.3 JANITORIAL SERVICES	21
C.2.4 SITE UTILITY SERVICES	21
C.3.0 PERMEABLE TREATMENT WALL (PTW) MANAGEMENT	21
C.4.0 [RESERVED].....	22
C.5.0 HIGH LEVEL WASTE CANISTER STORAGE	22
C.6.0 FACILITY DISPOSITION.....	23
C.6.1 MAIN PLANT PROCESS BUILDING DEMOLITION AND REMOVAL	23
C.6.2 VITRIFICATION FACILITY DEMOLITION AND REMOVAL.....	26
C.6.3 [RESERVED].....	27
C.6.4 REMOTE HANDLED WASTE FACILITY (RHWF)	27
C.6.5 [RESERVED].....	28
C.6.6 BALANCE OF SITE FACILITY DECOMMISSIONING	28
C.6.7 [RESERVED].....	29
C.6.8 LOW-LEVEL RADIOLOGICAL WASTE TREATMENT SYSTEM OPERATIONS	29
C.7.0 WASTE TANK FARM.....	30

C.8.0	NRC – LICENSED DISPOSAL AREA (NDA)	31
C.9.0	WASTE MANAGEMENT AND NUCLEAR MATERIALS	32
C.10.0	SAFEGUARDS AND SECURITY	33
C.10.1	PHYSICAL PROTECTION	33
C.10.2	INFORMATION SECURITY	34
C.10.3	PROGRAM MANAGEMENT	34
ATTACHMENT C-1	– DEFINITIONS OF TERMS	35
ATTACHMENT C-2	– FACILITY DESCRIPTION AND STATUS	39
ATTACHMENT C-3	– WASTE PROCESSING FACILITIES AT THE WVDP	89
ATTACHMENT C-4	– RESERVED	90
ATTACHMENT C-5	– TURNOVER PACKAGE REQUIREMENTS	91
ATTACHMENT C-6	– WEST VALLEY DEMONSTRATION PROJECT ENVIRONMENTAL PERMITS	92
ATTACHMENT C-7	- ENERGY EMPLOYEES OCCUPATIONAL ILLNESS COMPENSATION PROGRAM (EEOICPA) LIST OF RECORDS FOR SUBTITLE B AND SUBTITLE E CLAIMS	94
ATTACHMENT C-8	– TRANSITION PLAN INSTRUCTIONS	96

PART I – THE SCHEDULE

SECTION C – PERFORMANCE WORK STATEMENT

CONTRACT BACKGROUND

The West Valley Demonstration Project (WVDP) is located on the Western New York Nuclear Service Center (WNYNSC) that comprises 3,300 acres of land used for the commercial reprocessing of spent nuclear fuel. Between 1966 and 1972, commercial nuclear fuel reprocessing was conducted within the Main Plant Process Building (MPPB). In 1972, commercial nuclear fuel reprocessing activities ceased and were never resumed.

On October 1, 1980, President Carter signed the West Valley Demonstration Project Act (WVDP Act). The WVDP Act authorized the DOE to demonstrate solidification of 600,000 gallons of High-Level Waste (HLW) left behind at the site by the reprocessing operations. The WNYNSC is owned by the New York State Energy Research and Development Authority (NYSERDA), with DOE given temporary possession of 200-acres referred to as the “Project Premises” to complete their responsibilities under the 1980 Act. Upon completion of their responsibilities under the Act, DOE will return possession of the 200 acres to NYSERDA. The WVDP Act states that the Secretary of Energy shall carry out the following activities:

- (1) Solidify, in a form suitable for transportation and disposal, the high level radioactive waste at the Center by vitrification or by such other technology which the Secretary determines to be most effective for solidification;
- (2) Develop containers suitable for the permanent disposal of the high level waste solidified at the Center;
- (3) As soon as feasible, transport, in accordance with applicable provisions of law, the waste solidified at the Center to an appropriate Federal repository for permanent disposal;
- (4) In accordance with applicable licensing requirements, dispose of low level radioactive waste and transuranic waste produced by the solidification of the HLW under the project; and
- (5) Decontaminate and decommission, in accordance with Nuclear Regulatory Commission (NRC) requirements, the tanks and other facilities of the Center in which the HLW was stored, the facilities used in the solidification of the waste, and any material and hardware used in connection with the project.

WVDP Act Requirements 1 and 2 above are complete. Requirement 3 cannot be completed at this time. Requirements 4 and 5 are partially complete. The focus of this acquisition is to proceed toward completion of requirements 4 and 5 with the exception of disposition of the HLW tanks and the NRC-Licensed Disposal Area (NDA). DOE recently issued a Final Environmental Impact Statement that has the Phased Decisionmaking Alternative as the preferred alternative.

- a. Under this alternative, in Phase 1, DOE would decommission all WVDP facilities, with the exception of the Construction and Demolition Debris Landfill, the underground high-level waste tanks and the NDA. DOE and/or NYSERDA would, in parallel, undertake site specific studies that could possibly reduce technical uncertainties related to the decision on final decommissioning and long-term management for these remaining facilities.
- b. DOE would manage these facilities in a safe manner but defer a Phase 2 decision for up to 10 years. Phase 2 would complete the decommissioning or long-term management decisionmaking according to the approach determined to be most appropriate during the additional Phase 1 evaluations for each remaining facility.

CONTRACT OVERVIEW

WVDP Phase 1 Decommissioning is the first phase in a two phase decommissioning process being used for final decommissioning of the site in accordance with the WVDP Act (Public Law 96-368). Phase 1 activities are described in the Final Environmental Impact Statement for Decommissioning and/or Long-Term Stewardship of the West Valley Demonstration Project and Western New York Nuclear Services Center (DOE/EIS-0226) and the Phase 1 Decommissioning Plan for the WVDP. DOE has selected a phased decommissioning approach to move forward with decommissioning activities while simultaneously allowing for the continued evaluation and analysis of various closure alternatives to possibly reduce uncertainties with regard to the second and final phase of decommissioning.

The scope of this contract generally includes the facility disposition portion of the work that constitutes Phase 1; stewardship, maintenance, and operational activities necessary to maintain the site; waste disposal; and support for other DOE contractors as currently authorized under the existing regulatory framework at the West Valley Demonstration Project (WVDP). Other DOE contractors include the WVDP Environmental Characterization Support Services contractor that will provide support services including, but not limited to, soil, sediment & groundwater characterization, environmental monitoring and associated regulatory documentation supporting decommissioning activities at the WVDP site to support the DOE in satisfying regulatory requirements in the WVDP Act of 1980 and the New York State Energy and Research Development Authority (NYSERDA)/DOE Cooperative Agreements. The Contractor has the responsibility for total performance under the contract, including determining the specific methods for accomplishing the work. This contract is a Cost-Plus-Award-Fee, completion type contract with the performance period beginning July 1, 2011 and not exceeding seven years. This contract will be referred to as "WVDP Phase 1 Decommissioning-Facilities Disposition."

Services to be provided include but are not limited to:

- Project management and support services
- Site operations, maintenance, and utilities
- High-level waste canister relocation

- Facility disposition
- Waste Tank Farm management
- NRC-licensed Disposal Area management
- Waste management and nuclear materials disposition
- Safeguards and security

The following sections describe the specific work scopes to be accomplished under the contract. The Contractor shall complete all of the activities described in these sections; DOE is the sole arbiter with regard to acceptability of the Contractor's performance, and acceptance of the Contractor's Performance will be accomplished in accordance with the requirements in Section E of the contract. Any disagreements relative to the contract's requirements will be resolved by the assigned DOE Contracting Officer in writing. Completion of these work scopes shall achieve the WVDP Phase 1 Decommissioning-Facility Disposition scope. The Contractor is expected to maintain their integrated project schedule for safe, cost-effective execution of the planned work scope. Attachment C-1 provides a definition of Terms as used in this Performance Work Statement (PWS).

CONTRACTOR PERFORMANCE

The Contractor shall furnish all personnel, facilities, equipment, material, services and supplies (except for those specifically identified under Clause H.17, Government Furnished Services and Items) and otherwise do all things necessary to accomplish work in a safe, compliant, effective and efficient manner. In addition, the Contractor is responsible for the operations, environmental, safety, health and quality assurance within its own organization and any subcontractors.

The Contractor shall be responsible for planning, integrating, managing, and executing the programs, projects, operations, and other activities as described in this PWS in compliance with the regulations and mandates as set forth in the contract and/or its attachments. The Contractor shall provide all deliverables required by the contract including but not limited to deliverables specifically identified Section J, Attachment J-3. The Contractor has the option when developing plans, programs, and procedures to conduct the PWS to adopt existing incumbent products, or develop new products. If the Contractor opts to adopt existing products, Contractor review, revision, and resubmittal to DOE is required within the timeframes listed in this PWS. The Contractor is responsible for providing all deliverables on time including deliverables that are due upon award. The Contractor is required to develop, implement and deliver to DOE a comprehensive, resource-loaded integrated Contractor baseline that meets the criteria and requirements specified in Clause H.18 for DOE review and acceptance. Upon acceptance by DOE it is the Contractor's responsibility to maintain a complete and accurate baseline throughout the contract period of performance. Contractor is reminded that the baseline and any changes thereto are deliverables under the contract. Acceptance of the baseline and/or changes thereto by DOE do not have any affect on the contract's terms and conditions, nor are baseline changes of any kind, even those approved by DOE, a sufficient basis for making any change to the contract.

Only the Contracting Officer acting within the limits of their authority has the ability to request, negotiate, or agree to change the contract terms and conditions through the issuance of a Contract Modification.

Work shall be performed in all areas and facilities of the WVDP including, but not limited to, radiologically contaminated facilities, production facilities, indoor and outdoor storage facilities, hardstands, water treatment facilities, warehouses, parking lots, security offices, administrative and general offices, utility production, and multipurpose buildings and trailers. Work areas are subject to limited access due to security, limited availability, hazardous or radioactively contaminated materials or equipment including asbestos, powered machinery, confined spaces, and hazardous energy sources.

The Contractor shall provide site support services, as necessary and as identified in Section C.1.0 of this PWS. The Contractor shall support DOE in satisfying requirements identified in or relative to DOE responsibilities specified in the New York State Energy Research and Development Authority (NYSERDA)/DOE Cooperative Agreement and other agreements as that may arise during the contract period.

C.1.0 PROJECT SUPPORT SERVICES

C.1.1 Integrated Safety Management (ISM) System

The Contractor shall implement and maintain an ISM System to accomplish all work as required by DEAR 970.5223-1, "Integration of Environment, Safety and Health into Work Planning and Execution." DOE will review this system description on an annual basis. The Contractor shall submit and obtain formal written DOE acceptance of an ISM System within 60 days of contract award.

C.1.1.1 Environment, Safety, Health and Quality Assurance (ESH&QA)

The Contractor shall implement and maintain an Environment, Safety, Health and Quality Assurance Program. The Contractor shall conduct all activities in accordance with applicable laws, regulations, agreements, and the Directives listed in the contract and/or its attachments. The Contractor's ESH&QA program shall be operated as an integral, but visible, part of how the Contractor conducts business. Described below are several (but not all inclusive) major ESH&QA related programs.

C.1.1.1.1 Environment

DOE-WVDP is committed to environmental quality and protecting public health and safety by advancing the WVDP goals of excellence in all aspects of waste management. It is DOE-WVDP's goal to create a pollution prevention ethic within the work place. To this end, WVDP project plans shall recognize a requirement for pollution prevention. Further, pursuant to DOE O 450.1A, Environmental Protection Program, programs shall be developed to meet, lead or exceed the goals of all applicable laws, DOE orders, and Federal Regulations with respect to continuous energy efficiency and

water conservation improvements. The contractor shall develop and implement an Environmental Management System that includes but is not limited to Energy Management, Energy and Waste Management, and Transportation and Fleet Management. This shall entail programs that encompass line manager and employee pollution prevention awareness through specific training, special campaigns, and incentive programs to be implemented at WVDP.

Employee initiatives in the establishment of sound pollution prevention and waste minimization practices will be encouraged by all levels of facility management. The contractor shall assure compliance with this policy and applicable environmental requirements. All activities, including design, construction, operation, maintenance, and decontamination and decommissioning shall be conducted in a manner appropriate to the nature, scale, and environmental impacts of these activities. DOE is committed to full compliance with applicable DOE Orders, federal, New York State, and local laws, standards, and regulations for the protection of the environment, continual improvement, the prevention and/or minimization of pollution, and public outreach, including stakeholder involvement.

The contractor's environmental compliance and permitting program shall include but is not limited to: environmental monitoring program; ground water monitoring program; waste minimization/pollution prevention program; hazardous materials transportation program; and emergency response/spill prevention and response program. The contractor shall implement executive orders, directives, environmental regulations, environmental management policy directives and applicable procedures as listed in Section J in Attachments J-1 and J-2, and as required by the following: Resource Conservation and Recovery Act; Clean Water Act; Clean Air Act; Comprehensive Environmental Response, Compensation and Liability Act; National Environmental Policy Act (NEPA); Toxic Substances Control Act and Safe Drinking Water Act as applicable to site activities. Furthermore, the contractor shall comply with the National Emissions Standards for Hazardous Air Pollutant (NESHAP), State Pollutant Discharge Elimination System (SPDES), Potable Water, Wetlands, Asbestos, Environmental Management System (EMS), Fish and Wildlife, Storage Tank, Superfund Amendment and Reauthorization Act, and Federal Facilities Compliance Act (FFCA) requirements.

Environmental Compliance and Permitting

- A. The Contractor shall, as required, execute, maintain, modify and revise, all regulatory documents, including the provision of proposed transmittal letters, requested by/through DOE. Regulatory documents include, but are not limited to regulatory correspondence, correspondence related to regulatory matters, permits, licenses, and certificates and includes documents listed in Attachment C-6, as well as requirements for new regulatory documents or changes to current regulatory documents that may be required relative to the existing regulatory framework and execution of work under the contract. All regulatory and related activities relative to the contract shall be coordinated with and approved by DOE under this paragraph, regardless of where they may appear in the contract.

- B. The Contractor shall develop and prepare all regulatory documents necessary for all WVDP disposition activities (e.g. permit closures, decommissioning, and license termination) required under the existing regulatory frame work and/or as directed by the CO. These activities shall be coordinated with DOE as specified in Paragraph A above.
- C. The Contractor shall provide support for all ongoing National Environmental Policy Act (NEPA) activities relative to the WVDP including but not limited to the provision of data, analysis of data whether or not such data was generated under the current contract, and interpretation of data and data analysis including relevant historical data.
- D. The Contractor shall comply with all applicable requirements of Section 3008(h) Administrative Order on Consent, 6 NYCRR 373-2, 6 NYCRR 373-3, and the RCRA Part A/Part B application with regard to the disposition of all facilities under the contract. The Contractor shall support the ongoing RCRA Part B permit application process, including preparation of and revision of documentation. Until issuance of the RCRA Part B permit, the Part B permit application shall be maintained to reflect current ongoing site operations. Once issued, the Contractor is required to fully comply with all of the requirements and conditions of the Part B permit. Once issued the RCRA part B permit becomes a regulatory document which the Contractor is required to maintain, modify and revise in accordance with Paragraph A above.
- E. The Contractor shall develop and maintain an environmental monitoring, analysis, and assessment program in accordance with contract requirements. The environmental monitoring program shall provide for effluent monitoring; environmental surveillance to measure both radiological and non-radiological constituents; and monitoring for erosion in areas that have the potential to impact Project or WNYNSC facilities, whether or not those areas are located on or off the Project Premises or WNYNSC. Monitoring and surveillance includes both the continuous recording of data and the collecting of soil, sediment, water, air, and other samples at specific times. Evaluation and analysis of such data will be performed as requested in accordance with Paragraph A above. Further, the Contractor will be required to install additional or modify existing monitoring locations as required or requested by DOE. The Contractor shall also conduct other monitoring, sampling or inspection work as required by existing or future agreements between DOE and regulatory agencies (e.g. periodic underground line inspection).
- F. The Contractor shall operate and maintain an accurate and readily accessible Information Management System (IMS) for management and evaluation of all environmental and analytical laboratory sample data. The IMS shall be developed and utilized to function, at a minimum, in an equivalent capacity to the existing DOE-approved Laboratory Information Management System (LIMS) and

Environmental Laboratory Information Management System (ELIMS). The LIMS and ELIMS are LabVantage® systems that were built using DOE funding in the 1990's and early 2000's. However, both LIMS and ELIMS are no longer actively supported by the vendor. SQL*LIMS is an Oracle based laboratory information management system that includes the ability to log samples, calculate results, and track the status of samples. SQL*LIMS has been in use in the former A&PC laboratory since 2004. SQL*LIMS is able to assign different roles to individual users so that only qualified lab personnel are allowed to log samples, complete data inputs, and approve test results. Predefined sample plans for routine samples automate the process of selecting the required tests and descriptive attributes. SQL*LIMS enforces the entry of required inputs before a sample is ready for approval. In addition, SQL*LIMS allows samples to be grouped into batches (worklists) that include the associated QC samples. The final approved results are delivered to the customer in a standard 'Report of Analysis' report format.

LabVantage is a laboratory information management system that has been used in the Environmental Laboratory (ELAB) since 1991 and updated to be in compliance with Y2K requirements. Unlike SQ*LIMS, LabVantage is a SQL Server 6.5 based system that has been adapted to work with client software that runs on a Windows XP platform. Similarly, LabVantage has the ability to log samples with their required tests and attribute (parameter) information. Unlike SQL*LIMS, the configuration of LabVantage that is used in the ELAB does not calculate results. Test results are entered using electronic files from contract labs, and electronic files that are generated using the software that is part of the lab instruments.

It shall be the contractor's responsibility to migrate all data currently managed and/or contained in LIMS and ELIMS to the new IMS and ensure its compatibility. The new IMS system shall comply with the quality assurance requirements, particularly those for software, as described in Section C.1.1.1.3.

Formal written DOE acceptance of IMS software system(s) must be obtained within 60-days after contract award.

- G. Relative to activities performed in accordance with this contract, the Contractor shall comply with the SPDES permit issued for the WVDP, as well as comply with the key regulatory and permit provisions outlined in Title 40 of the Code of Federal Regulations (40 CFR) Part 125.
- H. The Contractor shall provide support for all regulatory inspections including, but not limited to, making all requisite arrangements for inspection visits, accompanying regulators while on the Project Premises, conducting briefings, responding to comments, and completing necessary follow-up actions. The aforementioned also applies to visits by the Seneca Nation of Indians.

- I. The Contractor shall provide grounds keeping services as specified in Section C.2.2, and shall provide animal and pest control should pests/wildlife incursion on-site occur.

C.1.1.1.2 Safety

Emergency Management

The Contractor shall establish and maintain an effective Emergency Management Program approved by DOE in compliance with DOE Order 151.1C and other relevant directives, guides and standards identified in Section J, Attachment J-2. The Contractor shall provide written notification documenting the program elements to the DOE within 30 days of contract award. The Contractor shall ensure that the Emergency Management Program provides the direction and approach to be used to minimize the impact of an emergency upon the health and safety of workers, the public and the environment and to limit loss or damage to the facilities and plant equipment, as appropriate. Contract deliverables requiring DOE approval are identified in Section J, Attachment J-3.

Radiation Safety

The Contractor shall establish and maintain a Radiation Safety Program approved by the DOE in compliance with 10 CFR 835 and other relevant directives, guides and standards identified in Section J, Attachment J-2. The Contractor shall provide written notification documenting the program elements to the DOE within 30 days of contract award. The contractor shall ensure that radiation exposures to its workers and the public, and releases of radioactivity to the environment are maintained below regulatory limits and deliberate efforts are taken to further reduce exposures and releases as low as reasonably achievable. Contract deliverables requiring DOE approval are identified in Section J, Attachment J-3.

Nuclear Safety

The Contractor shall establish and maintain a Nuclear Safety Program approved by the DOE in compliance with 10 CFR 830, Subpart B, and relevant directives, guides and standards identified in Section J, Attachment J-2. The Contractor shall provide written notification documenting the program elements to the DOE within 30 days of contract award. The Contractor shall ensure that all nuclear facilities are maintained and operated within the DOE approved safety basis. Contract deliverables requiring DOE approval are identified in Section J, Attachment J-3.

Criticality Safety

The Contractor shall establish and maintain a Criticality Safety Program in compliance with 10 CFR 830.204(b)(6), and relevant directives, guides and standards identified in Section J, Attachment J-2. The Contractor shall provide written notification

documenting the program elements to the DOE within 30 days of contract award. Contract deliverables requiring DOE approval are identified in Section J, Attachment J-3.

Worker Safety and Health

The contractor shall develop and submit to DOE for approval a written worker safety and health program (WSHP) compliant with requirements appearing in 10 CFR 851 within 60 days of contract award. This approved WSHP shall be implemented and maintained by the Contractor. In addition, whenever a significant change or addition to the program is made an updated WSHP must be submitted to DOE for review and approval.

Annually, the Contractor shall submit either an updated WSHP to DOE for approval or a letter stating that no changes are necessary in the currently approved worker safety and health program.

Safety and health related contract deliverables requiring DOE approval are identified in Section J-3. Relevant directives and standards are identified in Section J-2.

C.1.1.1.3 Quality Assurance

The Contractor shall establish and maintain an effective Quality Assurance Program (QAP) approved by DOE in compliance with 10 CFR 830 Subpart A and DOE Order 414.1C and in accordance with the EM Quality Assurance Program, EM-QA-001, prior to commencement of work affecting nuclear safety. The EM QAP provides the basis to achieve quality across the EM complex for all mission-related work while providing a consistent approach to Quality Assurance (QA).

EM requires that American Society of Mechanical Engineers (ASME) NQA-1, 2004, *Quality Assurance Requirements for Nuclear Facility Applications*, and addenda through 2007 be implemented as part of the Contractor's QA Program for work affecting nuclear safety. The required portions of NQA-1 to be implemented include: Introduction, Part I, and as applicable portions of Part II. NQA-1 Parts III and IV are to be used as guidance for the Contractor's QAP and implementing procedures.

Contractors shall develop and submit for DOE approval a QAP within 60 days after contract award. Development of a new QAP or modification of the existing version of a QAP from a prior contractor, does not alter a contractor's legal obligation to comply with 10 CFR 830, other regulations affecting quality assurance (QA) and DOE Order 414.1C. For HLW items and activities, the Contractor shall establish and maintain an effective HLW Quality Assurance Program in compliance with DOE/RW-0333P, Rev. 0 (or current applicable revision).

The Contractor's QAP shall describe the overall implementation of the EM QA requirements and shall be applied to all work performed by the Contractor (e.g.,

research, design/engineering, construction, operation, budget, mission, safety, and health).

The Contractor shall, at a minimum, annually review and update as appropriate, their QAP. The review and any changes shall be submitted to DOE for approval. Changes that reduce the level of commitments affecting nuclear safety shall be approved before implementation by the Contractor.

All software acquisition, development, operation and maintenance included in the IMS shall be compliant with requirements identified in EM-QA-001, Environmental Management (EM) Quality Assurance Program. As specified in Section 7.5.1 of EM-QA-001, safety software shall be managed and controlled in accordance with the requirements of DOE 0 414.1C, Attachment 2, Section 5. Non-safety, quality-related software for nuclear facility or EM mission critical applications shall be managed and controlled in accordance with the requirements of DOE 0 414.1C, Attachment 2, Sections 2 & 3 and the American Society of Mechanical Engineers (ASME) NQA-1-2004, *Quality Assurance Requirements for Nuclear Facility Applications* and addenda through 2007. The required portions of NQA-1 to be implemented include: Introduction, Part I, and Part II. NQA-1 Parts III and IV are to be used as guidance for the contractor's QAP and implementing procedures.

The Contractor shall develop and implement a comprehensive Issues Management System within 90 days of contract award for the identification, assignment of significance category, and processing of nuclear safety-related issues identified within the Contractor's organization. The significance assigned to the issues shall be the basis for all actions taken by the contractor in correcting the issue from initial causal analysis, reviews for reporting to DOE, through completion of Effectiveness Reviews if required based on the seriousness of the issue.

C.1.2 Engineering

The Contractor shall provide all engineering support required to perform this PWS. The Contractor is responsible for determining the level of engineering support necessary and the most cost effective efficient method for obtaining the necessary support. Engineering activities may include, but are not limited to engineering management, waste management engineering, facility engineering, system engineering, structural engineering, project engineering, and radiological engineering. Professional Engineers within the State of New York shall be required for all structural engineering assessments and projects wherein the safeguarding of life, health and property is concerned. All engineers shall design items and processes using sound engineering/scientific principles and appropriate standards; incorporate applicable requirements and design bases in design work and design changes; identify and control design interfaces; verify/validate the adequacy of design products using individuals or groups other than those who performed the work; and verify/validate work before approval and implementation of the design.

C.1.3 Business Administration

C.1.3.1 Project Management and Finances

A. Project Management and Earned Value Management System

The Contractor shall develop, implement, and maintain a DOE-approved project management system and integrated performance baseline plan in accordance with DOE O 413.3A, DOE G 413.3-10, and the American National Standards Institute/Electronic Industries Alliance (ANSI/EIA)-748. The Contractor shall acquire and maintain certification of their Earned Value Management System. The Contractor's system shall provide for baseline management, change control, project updating and reporting. The Contractor shall submit the program(s) for DOE approval. Full implementation of the system shall be in place no later than 60 days after contract award. The Contractor is responsible for ensuring that all data and information entered into the chosen system is complete, accurate and timely, and that all employees with the responsibility to enter, analyze, and report project management data fully understand the system and their responsibility for accuracy of the data.

B. Accounting Services

Accounting services shall be provided to fulfill internal and external reporting requirements, including, but not limited to: implementing financial software systems and maintaining financial database integrity for accounting/payroll processes; executing all phases of the payroll/labor distribution/fringe benefit and accounts payable functions to ensure procedural as well as federal and state regulatory compliance; track expenditures to assist in invoicing NYSERDA; coordinating all company business travel arrangements and reimbursements for Contractor personnel: promptly vouchering and disbursing monies due to ensure fiscal responsibility and accountability; planning, developing, and administering financial controls and procedures to ensure compliance with Contractor policies regarding the safeguarding of DOE assets; ensuring contract compliance with Cost Accounting Standards, applicable DOE Orders, and other Government regulations; and assisting internal and external auditors in conducting financial systems and cost-incurred audits.

C. Budget and Cost Management Services

The Contractor shall provide budgeting and cost management services including, but not limited to: implementing software systems and maintaining database integrity for budgeting and cost management functions; maintaining a system for segregating hours worked and costs by DOE funding program element for analysis and reporting purposes; developing and justifying budgets and Annual Operational Plans as required by DOE, monitoring actual activity, and providing periodic status reports and reviews to DOE to include, as necessary, variance analyses, revised forecasts, and funding impacts; preparing cost estimates and analyses as required to substantiate or determine the feasibility of various scenarios in the conduct of operations; and

coordinating with DOE the transfer of funding for work performed by/for other Government agencies/contractors.

C.1.3.2 Other Project Support

The Contractor shall provide the resources necessary to perform the contract work scope including, but not limited to the following:

- a) public affairs and communications;
- b) legal;
- c) contracting;
- d) procurement;
- e) public participation, information and communications;
- f) human resource management; and
- g) administrative support to DOE.

C.1.3.3 Infrastructure Support

The Contractor shall be responsible for infrastructure services including, but not limited to the following:

- a) on-site traffic management;
- b) transportation necessary to perform work under the contract;
- c) warehouse shipping/receiving;
- d) worker training and qualification services;
- e) real and personal property management ;
- f) communications;
- g) records management;
- h) mail services (for on-site facilities and the Ashford Office Complex offices); and
- i) support to DOE.

Real and Personal Property Management

The Contractor shall develop and maintain a DOE approved Property Information Data System. The Contractor must submit and obtain formal written DOE approval of the Personal Property Management System within 60 days after contract award. The Contractor shall maintain and administer the selected DOE approved site-wide Property Information Data System for all personal property assigned to the WVDP whether under the direct control of the Contractor or assigned by DOE to other entities for their use. The Contractor shall maintain a cradle to grave high-risk material and equipment identification, protection, monitoring, and reporting process. The Contractor shall disposition Automatic Data Processing Equipment (ADPE) in accordance with the requirements in 41 CFR 109-43.307-53.

The Contractor shall perform personal property disposition operations to manage excess and surplus property, conduct public personal property sales and coordinate other personal property disposition methods. The Contractor shall make provisions for site access for other entities to conduct required characterization and/or independent

verification during the dispositioning of any personal property by the Contractor (e.g. safety briefings, monitoring, escorts, etc.).

The Contractor is responsible for input and maintenance of all data required to be included in the Facility Information Management System (FIMS).

The Contractor shall develop and maintain a program for the acquisition, maintenance, and operation of motor vehicles and equipment that are provided in the Property List referenced in "Government Furnished Services and Equipment," Clause H.17. The program shall comply with all applicable regulations, state and local laws and property management requirements.

Communications

The Contractor shall provide site-wide communication capability, maintenance and management of voice, data, telefacsimile, video, satellite, and radio communication systems. The Contractor shall maintain communications capabilities with other DOE sites and provide communications support for emergency operations. The Contractor shall provide Computer Security (COMSEC), and server and firewall support, and all other information technology support.

The Contractor shall provide telecommunications capabilities (including voice and data communication capabilities) acceptable to DOE between the site and AOC and access to DOE systems and databases (e.g. CAIRS, ORPS, NTS, etc.). The Contractor shall provide DOE access to the Contractor's local systems and databases. If required, the Contractor shall supply temporary, short-term information technology support as backup to the DOE computer support subcontractor at the direction of the CO.

Records Management

The Contractor shall conduct records management in accordance with Title 44 USC, Chapters 21, 29, 31, 33, and 35; 36 CFR, Chapter 12, Subchapter B (Records Management); DOE O 243.1 (Records Management Program); DOE O 243.2 (Vital Records), and any other DOE requirements as directed by the CO. These functions include, but are not limited to: tasks associated with creation/receipt, maintenance, storage/preservation, protecting, scheduling, indexing and dispositioning of active and inactive records; retrieving records from on- and off-site storage facilities; and supporting ongoing Freedom of Information Act (FOIA), Privacy Act, Energy Employee Occupational Illness Compensation Program Act (EEOICPA), Former Worker Medical Screening Program (FWP), Chronic Beryllium Disease Prevention Program (CBDPP) records requests; requests for former contractor employees' records; discovery requests served upon DOE and its current and former prime contractors; and other requests from DOE and/or current or former DOE contractors, other State or Federal agencies, including their counsel, for records or data within the Contractor's possession; and requests from investigative agencies.

All records acquired or generated by the Contractor in performance of this contract shall be the property of the Government; to include but not limited to, records from a predecessor contractor (if applicable) and records described by the contract as being maintained in Privacy Act systems of records. The exception is records defined as contractor-owned by Clause I.147, DEAR 970.5204-3, Access to and Ownership of Records. The Contractor shall preserve and disposition records (Government or Contractor owned) in accordance with National Archives and Records Administration (NARA) approved records disposition schedules (also known as the DOE Record Disposition Schedules), as posted on the DOE Office of the Chief Information Officer (OCIO) Records Management web page. Attachment C-7 is a list of typical records needed for Subtitle B (Employment Verification, National Institute for Occupational Safety and Health (NIOSH) and Subtitle E (Toxic Exposure) EEOICPA Claims.

The Contractor shall prepare and submit for DOE approval, and execute the approved Records Management Plan consistent with records management regulations, including Clause I.147, DEAR 970.5204-3, Access to and Ownership of Records, and Clause H.21, Privacy Act Systems of Records. The Records Management Plan is a high-level program document that shall describe, at a minimum: a clear delineation between Government-owned and contractor-owned records; how the Contractor will manage all life-cycle phases of Government-owned records, including specialty records like electronic and e-mail, and audiovisual; the contractor organization in charge of the records management program; provision of records management training to all contractor personnel; the safeguarding, protection and maintenance of records (including audiovisual, electronic, records containing sensitive information, and/or classified, if applicable); the use of DOE Records Disposition Schedules; management of quality assurance records under NQA-1; the Contractor's procedures for final disposition of records (e.g., via transfer to a Federal Records Center (FRC), destruction, or transfer to another DOE contractor); creation and maintenance of administrative records; and the Contractor's procedures for implementation of the records management program as a whole, including relationships with other programs that cannot function properly without sound records search and retrieval capabilities (e.g., processing claims received by the Department of Labor pursuant to the EEOICPA, FOIA, etc.). The Records Management Plan shall be submitted to the CO for review/approval by DOE within 60 days of contract award.

The Contractor shall prepare and submit for DOE approval, and execute the approved file plan consistent with records management regulations. A file plan is a comprehensive outline that includes the records series title and description, active file locations, file arrangement, file cutoff, retention period, file transfer instructions, disposition instructions, and other specific instructions that provide guidance for effective management of records, including vital records. The file plan shall be submitted within six months of contract award, for review/approval by DOE, to ensure records are being managed and scheduled properly; any revisions to the file plan shall be submitted on an annual basis.

The Contractor shall prepare and submit for DOE approval, and execute the approved Records Disposition Plan consistent with records management regulations. The

Records Disposition Plan shall document the contractor's disposition process which shall include processing records to storage (e.g., on-site, commercial and/or the FRC) and the destruction process. This plan shall be developed and submitted for DOE approval prior to any records disposition activities or within six months of contract award (whichever comes first) for review/approval by DOE, to ensure records are being properly dispositioned; any revisions to the disposition plan shall be submitted to DOE prior to implementation.

The Contractor shall ensure records management controls are implemented to ensure that records in electronic information systems can provide adequate and proper documentation for as long as the information is needed. The Contractor must incorporate controls into the electronic information system or integrate them into a recordkeeping system that is external to the information system itself (see 36 CFR 1236 for specific electronic records management requirements).

The Contractor shall have a DOE approved Records Management System in place within 60 days after contract award. The Contractor is responsible for ensuring that all aspects of the Records Management System selected (whether or not the system was previously approved by DOE) is fully compliant with 36 CFR Chapter 12, Subpart B and DOE/RW-0333P. The Contractor shall preserve, update, and correct (if necessary) all existing HLW production and storage records in accordance with applicable waste acceptance technical requirements. The Contractor shall receive and maintain records generated by other DOE contractors, as designated and directed by the Contracting Officer.

The Contractor shall ensure that records identified as Quality Assurance (QA) records are generated, classified, authenticated, maintained and managed in accordance with specifications found in ASME NQA-1 (Requirement 17) and 36 CFR Chapter 12, Subchapter B. QA records shall be traceable to the applicable item, activity or facility.

The Contractor shall prepare and submit for DOE approval, in accordance with Federal Acquisition Regulation clause 52.224-2, Privacy Act (APR 1984) and DOE O 206.1 DOE Privacy Program: (1) a list of the systems of records that fall under the Privacy Act and (2) note the design, development, or operation work that will be performed, and (3) the responsibility of each system. Systems currently covered by the Privacy Act can be found in the Federal Register at <http://management.energy.gov/documents/FinalPASORNCompilation.1.8.09.pdf>.

The following is a list of potential systems of records covered by the Privacy Act:

DOE-5	Personnel Records of Former Contractor Employees
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-13	Payroll and Leave Records
DOE-23	Property Accountability System
DOE-28	General Training Records
DOE-33	Personnel Medical Records

DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Reports
DOE-43	Personnel Security Clearance Files
DOE-51	Employee and Visitor Access Control Records
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
DOE-55	FOIA/PA Requests for Records
DOE-88	Epidemiologic and other Health Studies, Surveys and Surveillances

The Contractor shall create and maintain a NEPA Administrative Record (AR) for any NEPA documents it may generate. A NEPA Administrative Record is a compilation of all documents which are considered or relied on in the decision making process. Materials that are typically part of the Project record which have been identified for inclusion in the AR shall be duplicated in their entirety for both the Project records and the AR. The only exceptions to this would be very large sets of materials (e.g., the complete set of EIS references) which should be placed in the AR with a color page “flag” placed in both the Project record and the AR identifying that the sole hard copy is in the AR.

The Contractor shall provide to DOE copies of records located on site within 1 business day of request. The Contractor shall provide copies of records located off site to DOE within 5 business days of request. If these timeframes cannot be met, the Contractor shall provide explanation and estimated date of delivery.

The Contractor shall provide a Turnover Package at the conclusion of the contract. The contents of the Turnover Package shall include all documentation as required by all Sections of this contract, as well as any specified in Attachment C-5. Additional documentation requirements may be prescribed by DOE as necessary.

Support to DOE

A. Office and Information Services

The Contractor shall maintain office space at the Ashford Office Complex (AOC) for approximately thirty (30) DOE personnel (including support personnel). The Contractor shall also provide on-site office space for up to ten (10) DOE or DOE support personnel. Office space shall include areas for information technologies and administrative functions (e.g., records storage, conference room, office supply storage). Total office area at the AOC should be no less than 8,000 square feet. Total office area at the site should be no less than 1,500 square feet.

The contractor shall provide one on-site office for NYSERDA personnel. The office should be no less than 200 square feet.

In satisfying all requirements identified in or relative to DOE responsibilities in the New York State Energy Research and Development Authority (NYSERDA)/DOE Cooperative

Agreement and Supplemental Agreement and other agreements/orders, the Contractor shall provide support to DOE.

The Contractor shall support DOE in outreach and response to Congressional, NYSEERDA, stakeholders, regulatory, and Tribal entities, as well as with other requests for documents and information as stated in section C.1.3.3 under "Records Management". Such support shall include, but not be limited to, preparation for briefings, public presentations, search, review, and reproduction of documents and records. Such support is in addition to and not in lieu of any regulatory support provided under Section C.1.1.1.1.

B. Energy Employees Occupational Injury Compensation Program Act (EEOICPA)

EEOICPA is a U.S. Department of Labor program being funded by DOE. Attachment C-7 contains a list of records that are essential for DOE to fulfill its role under EEOICPA. Upon request by the DOE, the Contractor shall verify employment histories and provide medical records, radiation dose records, and any other records related to or pertinent to the condition or case for any individual who applies for compensation under EEOICPA, Public Law 106-398, 42 U.S.C. 7384, *et seq.* When directed by the DOE, the Contractor shall not contest a state workers' compensation claim or award determined to be valid pursuant to Subtitle D of the EEOICPA. The EEOICPA costs shall not be funded with EM funds, and the Contractor shall separately track (by program) EEOICPA costs and provide a monthly claims activity report of funds spent on EEOICPA claims processing.

C. Radiological Assistance Program (RAP)

The Contractor shall support RAP with separate funding provided by DOE through the National Nuclear Security Administration (NNSA). Upon request by DOE, the Contractor shall provide Radiological Control Technicians, Radiological Control Supervisors and other support personnel as deemed necessary by DOE to support requests for assistance during radiological emergencies or other events/activities requiring radiological expertise. The Contractor agrees to allow personnel supporting RAP to be appropriately trained in accordance with DOE requirements, and further agrees to provide for the storage and security of any DOE supplied equipment. The Contractor shall supplement response activities with Project equipment and vehicles when needed, if available, and maintain/develop all required plans, procedures and reports.

D. Expanded Public Participation

The Contractor shall assist and support DOE in the development and support of an expanded public participation program relative to the selection of a final (Phase 2) remedy for the site. Such support shall include, but not be limited to, support for meetings of the Citizen Task Force and Quarterly Public Meetings; compilation of site

historical data; as well as support documented in Section C.1.3.3. Such support is in addition to and not in lieu of any regulatory support provided under Section C.1.1.1.1.

E. Studies Related to Determination of Phase 2 Decision

The Contractor shall provide a proposal, upon DOE request, to cover planning, design, implementation, and completion of studies agreed upon between DOE and NYSERDA to be conducted to possibly reduce technical uncertainties associated with the long-term decision on final decommissioning to be made for Phase 2.

C.1.4 Support to Other DOE Contractors

The Contractor shall cooperate and interface with other DOE contractor(s) engaged in characterization, decontamination, deactivation, demolition, environmental restoration, waste management and/or other activities as may be prescribed through current or future contracts with DOE related to the WVDP or WNYNSC (other than those specified in this PWS) whether or not those contracts are performed on or off the Project Premises or WNYNSC. The Contractor is responsible for providing support services, consistent with technical direction provided under Clause I.146, DEAR 952.242-70, Technical Direction.

DOE anticipates the following types of services:

- Coordination and integration of interface between the Contractor, the Contractor's subcontractors, and other DOE contractor(s), and scheduling of work;
- Oversight of other DOE contractor(s) compliance with the requirements of the Contractor's ISM System;
- Laboratory analysis and characterization services;
- Environmental permit coverage;
- Access to existing utility services, including natural gas and electricity;
- Access to waste storage facilities and systems which could include physical access to such facilities and systems for the purpose of treating waste, and or storing waste;
- Disposal of other DOE Contractors' waste, however DOE expects that waste characterization responsibilities will reside with the generator;
- Access to existing communications capabilities;
- Site access, badges, and security services;
- Site access training;
- Personnel radiation monitoring and dosimetry; and
- Provision of data, information, analyses and/or other documentation.

Specifically, the Contractor will be expected to interface with an environmental characterization contractor tasked with responsibility for verifying that decommissioning criteria have been met at the completion of activities described in this contract. Once the Phase 1 Contractor has excavated soils from a survey unit, the environmental characterization contractor will be given safe access to the survey unit. In the event that a survey unit is determined to have failed the final status survey or RCRA verification process, the Contractor shall conduct additional work, as required to meet the

requirements of the PWS.

In the event of a dispute between the Contractor and other DOE contractors, the DOE Contracting Officer shall serve as the point of contact for resolution of claims.

C.1.5 Pensions

Pensions shall be managed in accordance with Clause H.11, Employee Compensation: Pay and Benefits.

C.2.0 SITE OPERATIONS, MAINTENANCE, AND UTILITIES

The Contractor shall provide for the safe, economical, and efficient operation and maintenance of all project facilities. Activities are expected to include but may not be limited to the following:

- a) preventive maintenance;
- b) repair and alterations of facilities and associated equipment;
- c) transportation infrastructure;
- d) monitoring and repair of erosion and related control structures for WVDP facilities;
- e) reservoir, emergency spillway and dam maintenance;
- f) general infrastructure;
- g) utilities and utility systems and infrastructures;
- h) janitorial services and grounds keeping services (including grass mowing; trimming; brush cutting; snow plowing; snow removal; and walkway, road, and parking lot maintenance);
- i) laboratory services;
- j) laundry services (on or off Project Premises; to include compliance with all applicable regulatory requirements); and
- k) railroad spur maintenance.

Systems essential to the protection of safety and health of the public and workers, or the protection of the environment and federal property, must be continuously maintained. All waste generated in the performance of this scope shall be characterized, processed, and packaged. All Transuranic (TRU) waste shall be packaged in accordance with the Waste Acceptance Criteria and the contact handled TRU and remote handled TRU packaging instructions for the Waste Isolation Pilot Plant. All waste with a pathway for disposal shall be shipped and disposed at an approved disposal facility. The Contractor shall avoid generating waste that does not have a pathway for disposal.

C.2.1 Site Operations and Maintenance

The Contractor shall perform day-to-day operations, maintenance, and repair of designated facilities, systems, and equipment including, but not limited to, responding to service calls, emergencies, day-to-day systems operation, preventive maintenance, and

minor alterations. Systems requiring maintenance are expected to include, but may not be limited to:

- a) Heating, ventilation, air conditioning and refrigeration systems (HVAC&R);
- b) Electrical distribution system;
- c) Steam, hot water, and chilled water utility distribution system;
- d) Energy management control systems (EMCS);
- e) Fire alarm/suppression systems;
- f) Backup generators/Uninterruptible Power Supply (UPS);
- g) Interior building finishes;
- h) Interior and exterior lighting;
- i) Exterior walls, windows, and signage;
- j) Moisture protection and roofing;
- k) Storm and sanitary piping systems;
- l) Wastewater (including both radiological and industrial) treatment system, including ponds, lagoons, and North Plateau Groundwater Recovery System;

Additional tasks shall be performed to support the day-to-day occupancy and environmental conditions for the WVDP facilities associated with carpentry, masonry, electrical, plumbing, and HVAC. The level of maintenance and repair shall be commensurate with the use, known age and proposed future of the facilities. DOE anticipates that there will be removal of facilities from the site over the course of this contract. The Contractor will maintain facilities designated for removal in accordance with DOE-approved demolition plans.

As required in Section J, Attachment J-3, the Contractor shall provide to the CO or designee for approval a preventive maintenance schedule and custodial plan identifying the services, frequencies and levels at which facilities are to be maintained within 60 days after contract award. DOE will not approve any plan based on an overall run to failure scenario.

The Contractor shall operate and maintain the reservoir, emergency spillway, dams and all appurtenant structures in a safe condition at all times; maintain in good order all available records regarding the dam system, develop and implement an Inspection and Maintenance Plan for each structure in the dam system within 12 months of date of contract. The Contractor shall repair and maintain the reservoir, emergency spillway and dam system to ensure full functioning of the site water system, ensure integrity of the WNYNSC Class 1 railroad line supported by the dams, and eliminate overtopping of the dams. Improvements should be designed to ensure continued functioning of the system for 20 years. Such repair may entail dredging of the channel connecting the two reservoirs; repair of access road drainage features and dam groin areas; restoration of the emergency spillway; repair of the outfall and intake for the 18ft culvert including headwall reinforcement; and design and installation of erosion control improvements to prevent erosion of the spillway toe, effusion of the outfall area, and erosion or scouring damage of any other susceptible areas. All designs shall be approved by DOE and NYSERDA prior to implementation.

The engineering assessment requirements found in 6 NYCRR Part 673, Dam Safety Regulations, Section 673.13 shall apply for each dam due to the potential impacts of dam failure on the rail line supported by the dams. The WNYNSC railroad track shall be maintained minimally as Class 1. The railroad line shall be inspected annually and in accordance with 49 CFR 213. The railroad line shall also be inspected as soon as possible after the advent of any fire, flood, severe storm, or other occurrence which might have damaged track structure, and, if possible, before the operation of any train over that track. Corrective or remedial actions shall be identified and implemented, as necessary.

C.2.2 Landscaping Services

The Contractor shall provide all grounds keeping services on an appropriate seasonal basis. Services are to include green space maintenance (grass cutting, trimming, planting); walkway, road, and parking lot repairs; snow plowing and removal, salting/sanding; etc, that are necessary to minimize incursion of wildlife into the populated areas of the site, and provide for the health, safety and well being of employees and visitors to the site.

C.2.3 Janitorial Services

The Contractor shall provide janitorial services necessary to keep and maintain a safe and healthful environment for employees and visitors to the site and the Ashford Office Complex offices.

C.2.4 Site Utility Services

The Contractor shall provide utility services to all site facilities. The Contractor shall operate and provide adequate maintenance to all operating utility systems until they are deactivated. The Contractor shall comply with DOE requirements for the implementation of Executive Orders 13423 and 13514 which require the Contractor to assist DOE through direct participation and other support in achieving DOE's energy efficiency goals and objectives in electricity, water and thermal consumption, conservation, and savings, including goals and objectives contained in and reduction of greenhouse gas emissions.

The Contractor shall ensure compatibility with the maintenance and operational standards of the organization providing utility services to the site boundary. The Contractor shall procure electric power, natural gas, and natural gas transportation through an established Government contract. The Contractor is responsible for the daily management of these services including, but not limited to, ordering, receiving invoices, validation of invoices, and payment of invoices. The Contractor is responsible for the accurate monitoring and reporting of site utility usage.

C.3.0 PERMEABLE TREATMENT WALL (PTW) MANAGEMENT

The Contractor shall operate and maintain the PTW in accordance with the PTW Operation and Maintenance Plan. The Contractor shall ensure the physical protection

of the PTW in accordance with the North Plateau PTW Protection and Best Management Plan. The Contractor shall maintain the soil catchment area in accordance with the Catchment Maintenance Plan. Monitoring shall be performed in accordance with the North Plateau PTW Performance Monitoring Plan and as part of the overall environmental monitoring program. Maintenance actions shall be taken as necessary, to maintain wall performance goals.

All waste generated in the performance of this scope shall be characterized, processed, and packaged. All waste with a pathway for disposal shall be shipped and disposed at an approved disposal facility. The Contractor shall avoid generating waste that does not have a pathway for disposal.

C.4.0 [RESERVED]

C.5.0 HIGH LEVEL WASTE CANISTER STORAGE

High Level Waste Canister Relocation

OBJECTIVE

The Contractor shall be responsible for the safe efficient removal and relocation of 275 Vitrified High Level Waste (HLW) Canisters, two evacuated canisters, spent nuclear fuel debris from the HLW Interim Storage Facility [former Chemical Process Cell in the Main Plant Process Building (MPPB)], and other HLW forms as may be applicable, to a new Canister Interim Storage System.

SCOPE

The Contractor shall design, construct and operate a HLW Canister Interim Storage System. The system shall be located on the south plateau of the WVDP. The Contractor shall design and construct necessary MPPB egress pathways, move and safely store the canisters in a system and configuration such that the canisters may be stored and maintained for a minimum of 50 years without system modification. At the end of the long-term storage period, the canisters shall be in a condition that allows for immediate off-site shipment to a federal repository. The Contractor shall provide a canister over-pack used in storage that is capable of being mated to any current Spent Nuclear Fuel shipping cask without the need for repackaging. The Spent Nuclear Fuel shipping cask and canister overpack shall have or be capable of having a U.S. Nuclear Regulatory Commission (NRC) (10 CFR 71) or DOE Certificate of Compliance for HLW shipping. The canister storage design shall use any dry cask system similar to technology currently used to store Spent Nuclear Fuel from operating electric generating utilities in dry-cask systems. The Contractor shall provide a Documented Safety Analysis in order to obtain both DOE and NRC Safety Evaluation Reports.

The design shall take into account the physical and radiological characteristics of the vitrified HLW canisters, as well as the characteristics of the evacuated canisters, and

other wastes or nuclear materials requiring storage and disposal. The design shall provide for the future need to remove the canister over-packs from storage, load them directly into a shipping cask having a DOE or NRC Certificate of Compliance, and to safely and efficiently ship them.

The Contractor shall be responsible for designing and making all modifications necessary to existing facilities, (e.g., the Main Plant Process Building, the Load-In/Load-Out Facility, site roadways) to accomplish the relocation of the designated waste forms.

All waste generated in the performance of this scope shall be characterized, processed, and packaged. All Transuranic (TRU) waste shall be packaged in accordance with the Waste Acceptance Criteria and the contact handled TRU and remote handled TRU packaging instructions for the Waste Isolation Pilot Plant. All waste with a pathway for disposal shall be shipped and disposed at an approved disposal facility. The Contractor shall avoid generating waste that does not have a pathway for disposal.

C.6.0 FACILITY DISPOSITION

Demolition of the WVDP facilities must be performed in accordance with applicable Federal, State, and DOE environmental, safety and health requirements. Demolition must be consistent with the Phase 1 Decommissioning Plan for the West Valley Demonstration Project, the U.S. Nuclear Regulatory Commission Technical Evaluation Report, the Phase 1 Decommissioning Waste Management Plan (to be prepared by the Contractor), and the Phase 1 Decommissioning Work Plan (to be prepared by the Contractor). The Contractor shall complete all decommissioning work consistent with the Decommissioning Plan and Technical Evaluation Report. All waste generated in the performance of this scope shall be characterized, processed, and packaged. All Transuranic (TRU) waste shall be packaged in accordance with the Waste Acceptance Criteria and the contact handled TRU and remote handled TRU packaging instructions for the Waste Isolation Pilot Plant. All waste with a pathway for disposal shall be shipped and disposed at an approved disposal facility. The Contractor shall avoid generating waste that does not have a pathway for disposal.

C.6.1 Main Plant Process Building Demolition and Removal

OBJECTIVE

After or in parallel with the relocation of the HLW Canisters, the Contractor shall remove the Main Plant Process Building (MPPB) to the first floor slab (nominal 100 +/- 3-ft reference elevation). The first floor slab should remain intact to the greatest extent possible to control storm water and to prevent surface water infiltration into the subsurface cells and soil. The floor slab of the following areas, in whole or in part, is at an elevation below nominal 100 +/- 3-ft reference elevation:

- East Stairs and associated airlock;
- Product Packaging and Shipping Area;
- Uranium Load-Out;

- Off Gas Blower Room;
- Liquid Waste Cell;
- Equipment Decontamination Room; and
- Head End Ventilation structures.

In these aforementioned cells and areas, the Contractor shall remove all building equipment and all lines to actual floor elevation in each respective area of the cell or area while leaving the adjoining connecting wall to the 100 ft reference elevation.

The Fuel Receiving and Storage Facility shall be isolated from the MPPB, with the roof, walls, and floors remaining intact. The General Purpose Cell, adjoining crane rooms, General Operating Aisle and lower levels of the North Stairs shall remain intact below the 100 ft reference elevation. These structures shall be isolated and maintained in preparation for removal. The Contractor shall prevent the spread of radioactive contamination from all exposed surfaces. The Contractor shall prevent the migration of water into or out of all remaining penetrations, surfaces and structures and the accumulation of water in below-grade structures. Removal includes removal of entire structure associated with the MPPB at or above the nominal 100 +/- 3 ft reference elevation, including remaining process piping and tanking. Any liquids contained within tanks and vessels within the MPPB shall be sampled as necessary, characterized, removed and appropriately disposed. The contents of underground tanks 12-35104, 7D-13, and 15D-6 shall be sampled as necessary, characterized, removed and appropriately disposed. These underground tanks shall be isolated. All piping that runs underground, including process, wastewater, and utility lines, shall be isolated at the nominal 100 +/-3-ft reference elevation in preparation for removal. All process lines in the Off Gas Trench shall be removed in their entirety.

FACILITY STARTING CONDITIONS

The MPPB is a multi-level structure that rises 60 feet above grade and has 22,000 square feet of contaminated process areas, plus office, operations, and aisle space for a total of approximately 40,000 square feet. The MPPB is constructed of steel framing, reinforced concrete floors, and reinforced concrete and concrete block walls. Reinforced concrete walls may be up to six foot thick (with an average thickness of four feet) and floors up to five foot thick around former process cells. A few process cell walls are composed of high density concrete. The original paint and primer used in the MPPB may contain lead, asbestos, and other hazardous metals and will remain. Original piping penetrating the walls of the MPPB was originally primed and painted with epoxy resin. Original insulation was first coated with Vimasco mastic and ends wrapped in kraft paper.

It is anticipated that 3 vessels (5D-15A1, 5D-15A2, and 5D-15B) will be present in the Uranium Product Cell (UPC) and 9 vessels in the Liquid Waste Cell (LWC) at the start of the contract, along with 3 tanks (12-35104, 7D-13, and 15D-6) located below grade outside of the MPPB. One of the 3 tanks located outside is contained in a vault. At least some trace amounts of liquids are expected to be present in all 15 tanks, but the

four in the UPC and LWC vessels, are expected to contain a total of 26,000 gallons. Piping and equipment supporting these remaining tanks will remain in place.

The majority of process piping will have been removed in many of the former processing cells due to previous decontamination efforts. In these locations, pipe stubs within walls are expected to be in place and may project out from the walls approximately 6 inches.

In the remaining areas of the MPPB, most utility (electrical, water, air, and steam) lines and process piping will remain and will be active.

MPPB interior surfaces and remaining vessels, piping, equipment, and conduit throughout the building are assumed to be contaminated with radioisotopes characteristic of nuclear fuel reprocessing. Some commercial hazardous inventory (e.g. lights, PCB ballasts, batteries, lead, and printed circuit boards) may remain in some areas. Some interior surfaces are expected to have been sealed with fixative or paint to limit removable contamination. Almost all surfaces will have dose rates less than 200 mrem/hr on contact. However the stainless steel cell liners in the General Purpose Cell, Process Mechanical Cell, and Extraction Cell-1 may generate much greater external dose once they are exposed.

Significant contamination remains on the walls of certain cells and this contamination may exist at depth in the structure. Various cells will have had their original floors grouted to provide shielding over concrete floors that were damaged by leaks from acidic isotopic solutions onto the floors. Another approximately half a dozen lined cells may have been grouted to comparable depth to reduce surface dose. Contamination at depth in the structure may result in the creation of TRU or MLLW streams during demolition.

Surface contamination and dose surveys will be available by the beginning of the contract for many locations within the MPPB. Limited characterization data at depth within the structure may also be available, some for locations with known/historical leaks and others for random sampling performed in suspect areas.

The MPPB is expected to be free of Asbestos Containing Material (ACM) except for what may be associated with piping and equipment in the LWC, Uranium Load-Out Cell, the Analytical Labs, the Chemical Process Cell and Crane Room, East/North Mechanical Operating Aisle, the Vent Supply Room, the Fuel Receiving and Storage Facility, the MPPB Office Building and locker rooms, Extraction Chemical Room and what may be currently inaccessible under cell liners or on piping within wall penetrations. For example, original through-wall "S-shaped" piping penetrations (Bechtel Drawing 15A-L-5 types A and B) with Unibestos insulation will remain in walls, floors, and ceilings.

At the beginning of the contract, systems required to maintain the HLW canisters currently in storage will be operational. Operational systems are expected to include the following:

- HLWISF Ventilation - Operational
- Utility Air (for damper controls) - Operational
- Instrument Air (for control actuators, control valves etc) - Operational
- Electric (for lighting, radiation monitors, controllers etc.)- Operational
- Heating/cooling - Operational
- Fire Systems (detection/suppression) - Operational
- Chemical Process Cell (CPC) cranes - Operable
- CPC Crane Room - Operable
- CPC Shield doors - Operable
- CPC Shield windows - Operable
- Transfer cart - Operable
- Equipment Decontamination Room - Operable
- EDR Change Room - Operable
- Load-In/Load-Out Facility (LOF) – Operable
- EDR Shield Doors - Operable

The EDR will be in use as a secondary waste processing area and to support movement of equipment and waste out of the Vitrification Facility.

During the process of demolition, the Contractor shall minimize the generation of difficult to dispose of waste streams, such as TRU and Mixed Low Level Waste (MLLW).

SCOPE

The Contractor shall dismantle and remove the portions of the Main Plant Process Building (MPBB) and associated facilities, including but not limited to Utility Room, Utility Room Expansion, Plant Office Building, and Load-In/Load-Out Facility, to the nominal 100 +/-3-ft reference elevation.

C.6.2 Vitrification Facility Demolition and Removal

OBJECTIVE

The Contractor shall remove the Vitrification Facility to the first floor slab (nominal 100 +/- 3-ft reference elevation). The floor slab of the Melter Pit is at an elevation below nominal 100 +/- 3-ft reference elevation. In the area of the Melter Pit, the Contractor shall remove the facility to actual floor elevation +/- 3-ft while leaving the adjoining connecting wall to the 100 ft reference elevation. The Contractor shall prevent the spread of radioactive contamination from all exposed surfaces. The Contractor shall prevent the migration of water through remaining penetrations and surfaces and the accumulation of water in below-grade structures. Removal includes removal of the entire structure associated with the Vitrification Facility located at or above the nominal 100 +/-3-ft reference elevation. The Contractor shall remove all process piping and tanks located at or above the nominal 100 +/-3-ft reference elevation. All underground

pipng, including process, wastewater, and utility lines shall be isolated at the nominal 100 +/-3-ft reference elevation in preparation for removal.

FACILITY STARTING CONDITIONS

The Vitrification Facility is a three level structure that rises 47 feet above grade. It is steel framed with reinforced concrete walls and floors and a sheet metal outer skin.

Vitrification Cell interior surfaces and remaining piping, equipment, and conduit throughout the cell are assumed to be contaminated with radioisotopes characteristic of high level waste reprocessing. All contaminated vitrification process vessels and most contaminated process piping have been removed from the Vitrification Cell. However, the Vitrification Cell will be operational as a remote handled waste processing facility at contract award.

The facility is expected to be free of Asbestos Contaminated Material (ACM). The work cell may contain RCRA hazardous material.

During the process of dismantlement, the Contractor shall minimize the generation of difficult to dispose of waste streams, such as TRU and Mixed Low Level Waste (M/LLW).

SCOPE

The Contractor shall dismantle and remove the Vitrification Facility to the floor slab and remove all lines in their entirety from the HLW Transfer Trench up to the interface with the Waste Tank Farm.

C.6.3 [Reserved]

C.6.4 Remote Handled Waste Facility (RHWF)

OBJECTIVE

The Contract may utilize the RHWF for processing of remote handled waste. The Contractor shall maintain the RHWF in a safe, stable condition until all remote handled waste has been processed and shipped for disposal.

FACILITY STARTING CONDITIONS

The Remote Handled Waste Facility is a three level structure that rises 37 feet above grade and has a 22 ft W X 55 ft L X 26 ft H Work Cell and a smaller Buffer Cell, in addition to uncontaminated operating aisles and office space. The RHWF construction consists of reinforced concrete walls and slab foundation, steel siding, and steel roofing.

The RHWF will be operable at the beginning of this contract. Interior surfaces of the Work Cell and the Buffer Cell and equipment located within these cells are assumed to be contaminated with radioisotopes characteristic of remote handled waste processing.

SCOPE

The Contractor may utilize the RHWF for processing remote handled waste in the performance of this contract. The Contractor shall maintain the RHWF in a safe, stable condition until all remote handled waste has been shipped for disposal. Once all remote handled waste has been shipped, the Contractor shall decontaminate, characterize and RCRA clean close the facility.

C.6.5 [Reserved]

C.6.6 Balance of Site Facility Decommissioning

OBJECTIVE

Remove all buildings (contaminated and uncontaminated) and various support facilities specified in Attachment C-2. Excavate and remove all building floor slabs, pads and foundations and associated soil. Demolition must be consistent with the Characterization, Sampling, and Analysis Plan; Final Status Survey Plan, and all applicable RCRA 373 Unit Closure Plans. The Contractor shall complete all decommissioning work consistent with the Decommissioning Plan, Technical Evaluation Plan, and Final Status Survey Plan and conduct verification.

FACILITY STARTING CONDITIONS

As described in Attachment C-2.

SCOPE

The Contractor shall remove/demolish the facilities as specified in Attachment C-2. In general, foundations and pads for those facilities located adjacent to or adjoining the Main Plant Process Building and the Vitrification Facility Building will remain to aid in creating a continuous surface with the remaining Main Plant Process Building slabs and structures at the nominal 100 +/-3-ft reference elevation. Facilities may be radiologically or chemically contaminated and range in construction from steel sided buildings to shielded concrete structures. Concrete floor slabs, pads, or foundations and surrounding soils within the facility footprints shall be removed and waste disposed of off-site. Footprint and surrounding area shall be decontaminated to meet unrestricted radiological release and RCRA Clean Release requirements if applicable. The Contractor shall restore the area in accordance with restoration requirements to be specified by DOE and applicable laws, rules and regulations (such as the New York State Department of Environmental Conservation SPDES General Permit for Stormwater Discharges from Construction Activity).

C.6.7 [Reserved]

C.6.8 Low-Level Radiological Waste Treatment System Operations

OBJECTIVE:

Continued operation and maintenance of radiologically contaminated Low-Level Radiological Wastewater Treatment System (LLRWTS) consisting of five lagoons (one lagoon is filled and closed, the remaining four are active), three concrete interceptors, one concrete neutralization pit, a Low-Level Waste Treatment Building (LLW2), and all associated treatment skids, equipment, piping and structures.

SCOPE:

The Contractor shall maintain all facilities in Waste Management Area (WMA) 2 as defined in the Final Environmental Impact Statement for Decommissioning and/or Long-Term Stewardship for the West Valley Demonstration Project and Western New York Nuclear Service Center (DOE/EIS-0026) in an operational condition to support water management requirements, in accordance with applicable laws, rules, and regulations. The following description shall apply to this scope of work:

The Contractor shall address the treatment of influents to the interceptor, the precipitation, and the surface and groundwater that the lagoons collect. The volume currently generated from these lagoon influents is estimated at 500,000 gallons per year produced at a relatively constant rate. These influents may be treated using the existing skids in the Low-Level Waste Treatment Building (LLW2) in a batching process. If the Contractor wishes to propose an alternative treatment or water management system, the Contractor shall demonstrate to and obtain approval from DOE that the proposed system will provide a suitable mechanism to safely and economically treat and disposition low level liquid wastewater from a life-cycle perspective (i.e. as long as low-level liquid wastewater management is necessary at the WVDP, including but not limited to the time period required to complete future soils remediation work in Waste Management Areas 1 and 2 in accordance with the Decommissioning Plan and all associated requirements). The Contractor shall ensure compliance with all regulatory requirements for discharge under State Pollution Discharge and Elimination System (SPDES) permits, regardless of the system used.

The Contractor shall be responsible to obtain any necessary modifications to the WVDP SPDES permit for the LLRWTS during performance of the contract. The Contractor shall support the DOE throughout the permit modification review and approval process with the New York State Department of Environmental Conservation (NYSDEC) Water Division as specified in Section C.1.1.1.1, Environment, Environmental Compliance and Permitting, Paragraph A. Because the Lagoons are also identified as Solid Waste Management Units, the Contractor shall be required to support any discussions and coordination that may be required by the NYSDEC Bureau of Hazardous Waste, EPA

and Radiation Management. If required, the Contractor shall prepare a National Emissions Standards for Hazardous Air Pollutants (NESHAP) evaluation for radiological airborne emissions resulting from alterations to the WVDP wastewater management system.

A Professional Geotechnical Engineer shall evaluate the stability of the Lagoon 3 slope, particularly for deep-seated slope failure. This evaluation shall include gathering and assessing all information needed for the evaluation. Such information shall include slope geometry, subsurface stratification, soil unit-weights, soil shear strengths, groundwater conditions, and the geometry of the failure surface. The evaluation shall include recommendations for slope stabilization and/or operations that will ensure satisfactory service for 20+ years. The Contractor shall submit this recommendation to DOE for approval. Operations and maintenance shall be performed to ensure satisfactory service for 20+ years.

C.7.0 WASTE TANK FARM

OBJECTIVE

To cost-effectively and efficiently operate, inspect, maintain and repair all systems required for the ongoing operations within the Waste Tank Farm (WTF), including continued operation of the Tank and Vault Drying System (T&VDS). To continue to provide cost effective measures to eliminate or control surface and/or groundwater infiltration and migration of water from other sources into the WTF. To characterize the 8D-4 tank contents and internals for radiological and hazardous constituents.

FACILITY STARTING CONDITIONS

The Waste Tank Farm consists of four underground tanks (Tanks 8D-1, 8D-2, 8D-3, and 8D-4); Permanent Ventilation System Building; Supernatant Treatment System (STS) Support Building; STS vessels and contents in Tank 8D-1; Equipment Shelter; Con-Ed Building; and various process piping, ventilation piping and tank superstructures. The WTF Tanks are isolated to prohibit addition of additional liquids. The tanks have been prepared for drying with the T&VDS. The T&VDS is installed and operational. The HLW Transfer Trench contains HLW transfer lines from the tank farm to the MPPB (500 feet long), in addition to the waste header and condensate header lines connecting to the Vitrification Facility and ventilation lines. Water infiltration into the underground tank vaults has been mitigated. The original below-grade air and utility water lines extending between the Utility Room and the Waste Tank Farm have corroded. These lines have been replaced by extending branches from the respective utility lines located in the Vitrification Facility Building to the Waste Tank Farm.

SCOPE

The Contractor shall operate, inspect, maintain and repair all systems required for ongoing operations within the Waste Tank Farm, including but not limited to the

continued operation of the T&VDS. The T&VDS is shall be operated 24 hours per day, along with all necessary utility and support systems. The Contractor shall continue to eliminate and/or control surface and/or groundwater infiltration into the Waste Tank Farm.

DOE anticipates that the four underground tanks within the Waste Tank Farm, the Permanent Ventilation System Building, Supernatant Treatment System (STS) Support Building, the STS vessels and contents in Tank 8D-1, and most underground piping in the area will all remain in place at the end of this contract. The Contractor shall remove the Equipment Shelter and Condensers as well as the Con-Ed Building. The Contractor shall propose for DOE approval a sheltered location within WMA 3 for relocation of any remaining controls or instrumentation that were located in these facilities. The Contractor shall isolate the piping used to convey high-level radioactive waste in the High-Level Waste Transfer Trench at the interface with WMA 1. The Off-Gas Trench piping shall also be isolated at the interface with WMA 1. The Contractor shall isolate all other lines located within the High Level Waste Transfer Trench, or that otherwise interface with WMA 1, at the interface with WMA 1. All isolated lines and the Trench shall be configured to prevent infiltration, accumulation, and migration of surface and subsurface water and contamination.

The Contractor, with DOE approval, shall characterize the 8D-4 tank contents and internal surfaces and components for radiological and hazardous constituents. The contents and internal surfaces and equipment shall be characterized to a sufficient level of detail and a report prepared documenting the findings to support future disposition decisions for the tank and its contents.

All waste generated in the performance of this scope shall be characterized, processed, and packaged. All TRU waste shall be packaged in accordance with the Waste Acceptance Criteria and the contact handled TRU and remote handled TRU packaging instructions for the Waste Isolation Pilot Plant. All waste with a pathway for disposal shall be shipped and disposed at an approved disposal facility. The Contractor shall avoid generating waste that does not have a pathway for disposal.

C.8.0 NRC – LICENSED DISPOSAL AREA (NDA)

OBJECTIVE:

To inspect, perform environmental and erosion monitoring, and maintain the U.S. Nuclear Regulatory Commission-Licensed Disposal Area (NDA) in accordance with all applicable requirements. The Contractor shall, with prior DOE approval, remove the Liquid Pretreatment System and its foundation, and complete the installation of the cover on the NDA with geotextile materials, etc. matching or comparable to those currently installed.

SCOPE

The Contractor shall inspect, conduct environmental and erosion monitoring, maintain and repair the NDA and the NDA Cap. The Contractor shall ensure the NDA and NDA Cap are and remain in compliance with all regulatory requirements. The Contractor shall, with prior written DOE approval, completely remove the Liquid Pretreatment System and its foundation. The Contractor shall characterize and treat as necessary the Liquid Pretreatment System and foundation materials, and dispose of the Liquid Pretreatment System and its foundation off site. The Contractor shall re-grade all of the affected area, and fix in place an XR-5 cover (or DOE approved equivalent) over the area. The cover shall be welded or appropriately affixed to the existing cover in a manner that ensures the long term integrity of the cover, the connection between the current NDA cap and the cover without damaging or compromising the integrity of the current NDA cap.

The Contractor shall armor and protect the NDA North Slope to meet the intent of NCR NUREG-1623. The Contractor may use a combination of bioengineered covering (vegetated mat) and hard stone features to tie into existing armoring placed by NYSERDA in Lagoon Road Creek and Erdman Brook and be capable of withstanding one half the probable maximum precipitation (PMP) event for the drainage off of the NDA and SDA. Approval of the design is required by DOE and NYSERDA, with concurrence from NRC before proceeding to construction. Design will feature innovative methods of slope stabilization including geotechnical fabrics, green techniques, etc. in order to meet the objectives of no erosion impact to the NDA toe for 30 years.

All waste generated in the performance of this scope shall be characterized, processed, and packaged. All Transuranic (TRU) waste shall be packaged in accordance with the Waste Acceptance Criteria and the contact handled TRU and remote handled TRU packaging instructions for the Waste Isolation Pilot Plant. All waste with a pathway for disposal shall be shipped and disposed at an approved disposal facility. The Contractor shall avoid generating waste that does not have a pathway for disposal.

C.9.0 WASTE MANAGEMENT AND NUCLEAR MATERIALS

OBJECTIVE

Safely, cost effectively and efficiently characterize, process, and package all wastes currently in storage. For waste with a pathway for disposal, ship and provide for the safe offsite disposal (at an approved facility). Safely, cost effectively and efficiently store waste with no pathway for disposal.

SCOPE

The Contractor is solely responsible for the characterization, processing, and packaging of all wastes currently in storage or on site at the start of the contract. All TRU waste shall be packaged in accordance with the Waste Acceptance Criteria and the contact handled TRU and remote handled TRU packaging instructions for the Waste Isolation

Pilot Plant until a defense determination can be made. All waste, including Legacy and Contract Generated Waste, with a pathway for disposal shall be shipped off site to an approved disposal site. All waste without a pathway for disposal shall be safely and cost effectively stored on site for the duration of the contract. For waste requiring a waste determination (e.g. waste incidental to reprocessing determination), the Contractor shall prepare and obtain approval of the waste determination. This waste shall be considered waste with a pathway for disposal. Legacy and Contract Generated Wastes are defined in Attachment C-1.

The Contractor shall avoid generating any waste that does not have a pathway for disposal without the written approval of the COR or CO. The types of wastes the Contractor can expect to encounter either as Legacy and/or Contract Generated wastes include, but are not limited to, industrial waste (IW); sanitary waste (SW); High Level Waste (HLW); Low Level Waste (LLW); Mixed Low Level Waste (MLLW); TRU, and Mixed Transuranic Waste (MTRU). The Contractor may be required to direct contact handle the waste (i.e. contact-handled (CH)) or the Contractor may be required to handle the waste utilizing remote handled methods (i.e. remote-handled (RH)).

Waste disposal is defined under this contract as being reached when the waste has been shipped to and accepted for final disposition at a properly licensed and permitted disposal site.

The Contractor may operate the RHWF for processing of high-activity LLW, CH-TRU and RH-TRU waste. Operational WVDP facilities available for use in waste packaging and/or waste shipping are listed in Attachment C-3. Volumes of waste estimated to be in storage at the WVDP on June 30, 2011 are listed in Attachment L-11. The Contractor is not responsible for the disposal of the liquid wastes of tanks 8D-1, 8D-2, and 8D-3, identified in Attachment L-11.

C.10.0 SAFEGUARDS AND SECURITY

The Contractor shall ensure appropriate levels of protection against unauthorized access; espionage; loss or theft of Government property; and other hostile acts that may cause unacceptable adverse impacts on national security or the health and safety of DOE and contractor employees, the public, or the environment. The Contractor shall maintain appropriate security clearances for site security personnel as required. The Contractor is required to register with and comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201. The Contractor is required to flow down this requirement to subcontractors as specified in Clause FAR 52.204-9 of this contract entitled "Personal Identify Verification of Contractor Personnel."

C.10.1 Physical Protection

The Contractor shall provide physical security through an on-site armed guard force and through a comprehensive lock and key system, remote closed circuit television, and alarm monitoring, as well as area fencing and barrier protection. The Contractor shall perform all visitor control functions, including badge issuance for all visitors. The Contractor is responsible for creation and issuance of a site specific badge to all site personnel, including any subcontractor personnel, as necessary. The Contractor is responsible to implement and monitor controlled area access and verification of employee and visitor identification. The Contractor is also responsible for destruction of issued badges and maintenance of records reflecting badge issuance and destruction.

C.10.2 Information Security

The Contractor shall provide an information and cyber-security program commensurate with the types of information available on site such as, but not limited to, proprietary, privacy act, official use only, unclassified controlled nuclear information (UCNI), and export controlled information (ECI) in accordance all DOE orders and directives. The Contractor shall provide cyber security to ensure all DOE unclassified information resources are identified and protected at all times and in a manner consistent with the project mission and possible security threats. The Contractor shall conduct any necessary preliminary investigation(s) of reported and/or suspected incident(s) to verify its credibility. The Contractor shall monitor the computer incident advisory capability web site on a regular basis to review cyber security warning advisory information and to implement the necessary countermeasures.

The Contractor must implement and comply with the applicable Program Cyber Security Plan (PCSP), as provided by the Office of the Undersecretary of Energy, for all information collected, created, processed, transmitted, stored or disseminated by, or on the behalf of, the program Office system under the direction of the Undersecretary of Energy. All information systems, including unclassified systems, must be in compliance with PCSP requirements.

C.10.3 Program Management

The Contractor shall provide direct labor for security and safeguards to oversee the security program. General security for property, personnel and nuclear material at the WVDP shall be provided in compliance with DOE standards, rules and regulations. The Contractor shall execute these efforts through administration and operation of a protective security force which is subject to annual training and qualification requirements.

Attachment C-1 – Definitions of Terms

Airborne Radioactive Area (10 CFR 835): Any area accessible to individuals, where: 1. The concentration of airborne radioactivity, above natural background, exceeds or is likely to exceed the derived air concentration (DAC) values listed in Appendix A or Appendix C of 10 CFR 835; or 2. An individual present in the area without respiratory protection could receive an intake exceeding 12 DAC-hours in a week.

Contamination Area: Any area accessible to individuals, where removable surface contamination levels exceed or are likely to exceed the removable surface contamination values specified in Appendix D of 10 CFR 835, but do not exceed 100 times those values. (10 CFR 835)

Contract Generated Waste: Any and all waste generated as a result of work activities performed under the Phase 1 Decommissioning-Facilities Disposition contract, including the processing and packaging of Legacy Waste prior to shipment for disposal under this contract.

Deactivated: Placed in a stable and known condition. Active systems (mechanical, electrical, fluid) have been de-energized either reversibly or irreversibly depending on future requirements, including safety lock-outs and air gaps as appropriate. Fluid systems have been drained and are dry to the maximum extent practicable. Removable hazardous and/or radioactive materials have been removed. Contaminated areas have been decontaminated, fixed, or otherwise treated to prevent the spread of contamination. Monitoring and safety systems, alarms, and protective systems remain functional (e.g. radiation alarms, ventilation, freeze protection, intrusion detection).

Decommissioning: Takes place after deactivation and includes surveillance and maintenance, decontamination, and/or dismantlement and removal. These actions are taken at the end of the life of a facility to retire it from service with adequate regard for the health and safety of workers and the public and protection of the environment. The ultimate goal of decommissioning is unrestricted release or restricted use of the site.

Decontaminated: Contaminants have been removed or significantly reduced. Reduction/removal may be partial or total. May include use of fixative and/or shielding to reduce the effects of residual contamination.

Disposed: Waste is considered disposed when it has been shipped to and accepted for final disposition at a properly licensed and permitted disposal site. The Contractor shall provide DOE with a certificate of disposal for each type of hazardous, mixed, and radioactive waste.

Disposition: Includes deactivate, remove, and/or maintain as operational or operable. Dispositioning may require a facility to be investigated and, if necessary,

decontaminated or otherwise remediated. Sampling, analysis, and/or waste disposal may be required to disposition some facilities.

Foundations: Includes all at- or below-grade support structures, piers, footers, pilings, pads, gravel, etc.

High Contamination Area: Any area accessible to individuals, where removable surface contamination levels exceed or are likely to exceed 100 times the removable surface contamination values specified in Appendix D of 10 CFR 835.

High Radiation Area: Any area accessible to individuals, in which radiation levels could result in an individual receiving a deep dose equivalent in excess of 0.1 Rem in one hour at 30 centimeters from the radiation source or any surface that the radiation penetrates. (10 CFR 835)

Inactive: The facility is not currently in use and may be contaminated or non-contaminated. Continued access to the facility may or may not be required for surveillance and maintenance purposes, however it is not in use or planned to be in use during the contract period. Reactivation of inactive facilities will require prior written DOE approval.

Isolated: Placed in a stable and known condition and rendered incapable of physical interaction with any other facility on a permanent but not necessarily an irreversible basis. As an example a tank is isolated when it is rendered incapable of receiving or transferring liquids. Necessary monitoring and safety systems, alarms, and protective systems relative to the isolated facility will remain functional (e.g. radiation alarms, ventilation, corrosion controls, leak detection, groundwater controls, etc). A determination as to whether a system is considered a necessary system rests with DOE.

Legacy Waste: Any and all wastes in storage prior to July 1, 2011, along with such waste processed during the Interim Endstate Contract into new or existing containers and waste generated from that processing.

Maintenance: The proactive and reactive day-to-day work that is required to maintain and preserve facilities and structures, systems, and components within them in a condition suitable for performing their designated purpose, and includes planned or unplanned periodic, preventive, predictive, seasonal or corrective (repair) maintenance.

Operable: The facility is not currently "Operational" as defined in this contract, but is maintained in such a condition that it may be efficiently and cost effectively returned to "Operational" condition in a timely manner. Continued access to the facility may or may not be required to accomplish surveillance and maintenance.

Operational: The facility is in a maintained condition and continues to be used for its designed purpose.

Radiation Area: Any area within a controlled area, accessible to individuals, in which radiation levels could result in an individual receiving a deep dose equivalent in excess of 0.005 Rem in one hour at 30 centimeters from the source or from any surface that the radiation penetrates.(10 CFR 835)

Radiological Buffer Area: An intermediate area established to prevent the spread of radioactive contamination and to protect personnel from radiation exposure. (DOE Radiological Control Standard)

Radioactive Material Area: Any area within a controlled area, accessible to individuals, in which items or containers of radioactive material exist and the total activity of radioactive material exceeds the applicable values provided in Appendix E of 10 CFR 835. (10 CFR 835)

Reactivation Plan: A plan developed by the Contractor at DOE direction for a specific facility that is to be placed in “Operable” condition under the contract. The plan will detail each specific step that will be required to return the facility to “Operational” condition as defined in the contract. The plan will identify each step in sequence and provide the estimated time frame required to accomplish the step as well as the estimated cost to perform the step. The plan may be used to substantiate that the Contractor has met the full definition of “Operable” with regard to efficient and cost effective return of a facility to an “Operational” condition.

Record: Per 44 USC 3301, this definition applies to all departmental records including those created, received, and maintained by all contractors pursuant to their contracts. Virtually all recorded information in the custody of the Government (including information created by contractors on behalf of the Government) regardless of its media (hard copy, machine-readable, microfilm, or electronic) is considered to be “Government” records. Records include not only the deliverables specified by the contract, but can also include things such as any supporting or backup data used to create the contract deliverables, and related health, safety, environmental, and quality assurance information, etc.

Regulatory Documents: Includes, but is not limited to, all documents required by applicable Federal and state statutes, laws, rules, regulations, codes, consensus standards, DOE Orders, Executive Orders, and agreement documents.

Removed: The facility no longer exists at WVDP and DOE holds no legal responsibilities with regard to the facility, its parts, pieces or components. The term “removed” encompasses all methods of removing, relocating or disposing of the facility including but not limited to demolition; recycling; and/or relocation (intact or in parts) to an approved off site location including but not limited to waste disposal sites, junk yards, landfills, etc as well as relocation (intact or in parts) to an off site location for reuse.

Surveillance & Maintenance: Providing a safe environment for a facility which includes maintaining only necessary systems, providing surveillance to detect deterioration, and performing maintenance of essential systems.

Very High Radiation Area: Any area accessible to individuals in which radiation levels could result in an individual receiving an absorbed dose in excess of 500 Rads in one hour at one meter from a radiation source or any surface that the radiation penetrates (10 CFR 835).

Attachment C-2 –Facility Description and Status

(Attachment C-2 is summary information with more detailed data available on the web site at [http://www.emcbc.doe.gov/WVDP Phase I Decommissioning/.](http://www.emcbc.doe.gov/WVDP_Phase_I_Decommissioning/))

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
Process Building (including RCRA interim status units: High Level Waste Interim Storage Facility and Analytical & Process Chemistry Hot Cells)	Various	Spent Fuel Reprocessing	Nuclear - Hazard Category 3	HLWISF and A&PC Hot Cells are RCRA units	A multi-storied building approx. 130 feet wide, 270 feet long, and extends 79 feet above the ground surface. The major plant structure is founded on driven steel H-piles. The building is composed of a series of cells, aisles, and rooms that are constructed of reinforced concrete and concrete block. The bottoms of the cells are located in a sand and gravel geological unit. The reinforced concrete walls, floors, and ceilings are 1 to 6 feet thick. Most of the facility was constructed above grade. However; a few of the cells extend below grade with the deepest one (the General Purpose Cell) extending to approx. 30 feet below grade.	Decontaminated with some equipment, piping, and other systems in place	Above-grade structure removed to nominal 100 +/- 3-ft. reference elevation, below-grade structures and piping isolated and secured to prevent water infiltration, etc. as defined in Section C.6.1	C.6.1

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
FRS Ventilation Building	None	Housed ventilation system for the Fuel Receiving and Storage Area.	Nuclear - Hazard Category 3	n.a.	The FRS Ventilation Building was fabricated from sheet metal and was located in the north FRS yard. This building contained the equipment that provided the majority of the HVAC for the FRS Building.	Facility removed, Foundation remains	Facility removed, Foundation remains	C.6.1
01-14 Building (includes the Cement Solidification System [CSS] which is a RCRA interim status unit)	Supports off-gas process for Vitrification Facility	Historically (NFS)- Contained Acid Fractionator Cell, Off-Gas Treatment Cell (OGT), iodine removal equipment-constructed in '70-'71 to replace existing systems-never used: WVDP-retrofitted to support stabilization of supernatant into cement drums	Radiological	NFA at this time other than groundwater monitoring. CSS subject to RCRA unit closure. (SWMU 22)	41'x33'x60' high building. Service area outside walls: 12" concrete block. 2' RIC shielding walls and building pad; cell floor covered by 1/8" SS liner that extends 1'6" up the side of the walls. Contains the HEPA-filtered ventilation system and stack for the 01-14 Building and vitrification process off-gas components Contains one Pb shield window in work area. Includes cement silo on south side of building and Tank 7D-13.	Inactive	Facility removed, Foundation remains	C.6.6

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
		(CSS). Later- used for mixed waste solidification (Sodium Bearing Waste) equipment.						
Fuel Receiving and Storage Area's High Integrity Container (HIC) and SUREPAK™ Staging Area	RCRA container storage unit	Storage for High Integrity Containers	Nuclear - Hazard Category 3	NFA (at this time) determination was made. Subject to RCRA unit closure. (SWMU 44)	Gravel pad located N of Fuel Receiving and Storage Building.	Operational	Gravel pad remains	C.6.6
MSM Repair Shop	Repair of contaminated MSMs near to their point of use (PMC, GPC, SRR, and laboratories).	Repair of contaminated MSMs near to their point of use (PMC, GPC, SRR, and laboratories).	Fixed CA, RMA RBA	NFA at this time. (SWMU 37)	Constructed around 1971. Concrete block, 35'6" x 90' x 19' with structural steel framing, concrete slab floor and metal roof deck w/sloped built-up roofing. Has controlled ventilation, utilities, lighting, overhead monorail, and decontamination facilities. Floors and tanks drain to buried 1500 gal tank (15D-6) east of MSM Shop.	Operational	Facility removed, Foundation remains	C.6.1

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
					Ventilation upgraded, new floor poured, SS pan added. Temporary shielding in SE corner to protect from HEV filter plenum. Contains Pb glass shield window to CSRF.			
Contact Size Reduction Facility (CSRF) Formerly: MSM Decontamination Room.	Size reduction and packaging of LLW and TRU waste; RCRA container storage unit	Size reduction and packaging of contact handled LLW, decon of MSMs.	Radiological	Still used. Subject to RCRA unit closure. (SWMU 37)	24'x35' room w/SS floor pan containing the MSM decontamination stall, a cutting room, and a staging area. There is an airlock with rollup doors to the cutting room, along with a man door from the MSM Repair Shop. Staging area may be accessed from airlock on E side of bldg as well. Connected to a 1,500 gallon underground tank.	Operational	Facility removed, Foundation remains	C.6.1
Radwaste Process (Hittman) Bldg.	Area used to store High Integrity Containers containing loaded resin used in the Fuel Receiving and Storage	Ion exchange resin packaging system and storage for High Integrity Containers	Nuclear - Hazard Category 3	NFA (at this time) determination was made. NYSDEC and EPA requested to be notified if any additional hazardous waste is	16' x 44.5' Steel I-beam framed structure w/corrugated metal siding, metal roof.	Facility removed, Foundation remains	Facility removed, Foundation remains	C.6.6

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
	Facility			stored in this area and notified in advance when the existing hazardous waste will be disposed. (SWMU 44)				
Fire Pumphouse & Storage Tank	Shelter for plant's fire water system pumps and associated equipment; storage for various fire fighting equip, clothing, hose connectors, etc.	Shelter for plant's fire water system pumps and associated equipment; storage for various fire fighting equip, clothing, hose connectors, etc.	Industrial	n.a.	Supports HLWISF. Steel Framework, single story, corrugated metal siding and roof structure w/ 6' x 6'8" double door on E side in center of bldg. Fuel Day Tank FPH - 290 Gallon Capacity Diesel Fuel Tank; Storage tank: 475,000 gal- holds treated lake water- 300,000 gal reserved for fire fighting	Operational	Operational	C.2.1

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
Laundry Room	Laundering contaminated protective clothing	Laundering contaminated protective clothing	Industrial	NFA at this time. SWMU designation is specific to Breach in original Laundry Wastewater Line. (SWMU 45)	Concrete block. Roof: metal decking w/insulation and asphalt roofing; F: 6" thick concrete slab. Expanded to 25'x52' to use full space available.	Operational	Facility removed, Foundation remains	C.6.1
Emergency Vehicle Shelter	Foundation supports air compressor associated with MPPB utilities.	Contained emergency vehicle.	Industrial	n.a.	Steel I-beam framed structure w/corrugated metal siding, metal roof.	Emergency Vehicle Shelter Building removed, Original foundation remains, Cargo container supporting compressor operational	Cargo container and compressor removed, Foundation remains	C.6.1
Plant Office Building	Office area with men's and women's locker rooms.	Office area with men's and women's locker rooms.	Industrial	n.a.	A three-story concrete block and steel framed structure located adjacent to the west side of the Process Building. Floors are concrete over steel decking. Roof: steel decking with insulation and built-up roofing. Interior walls: wire lath	Operational	Removed to nominal 100 +/- 3-ft. reference elevation as described in Section C.6.1	C.6.1

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
					and plaster. The office building is approx. 40 feet wide, 95 feet long, and 44 feet high, and it contains offices, men's and women's locker rooms, and 3 stairwells.			
North Plateau (a.k.a. the Niagara Mohawk Power Corp. substation) substation and the Siemens-Allis substation (30-US-2A & 2B)	Power distribution and control	Power distribution and control	Industrial	n.a.	Power to NP supplied by 34.5 kV National Grid loop system. Two independent lines supply switching station on NP; one from Angola, NY and one from Machias, NY. Power is stepped down to 480V or lower to supply site needs by multiple substations and transformers located adjacent to WVDP facilities. Older systems are vintage 1960. Spare supply of OEM parts generally exhausted. Equipment and construction include 3-gang switches, fused disconnect switches, oil circuit breakers, trip coils transformers, steel-framed dead end structures, and reinforced concrete foundations, etc.	Operational	Operational	C.2.4

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
					<p>The Siemens-Allis Substation (30-US-2A & 2B), services the Permanent Ventilation System Building.</p> <p>Lake pumps, RTS DC, RHWF, NDA, and site perimeter monitoring stations facilities obtain power from separate National Grid 4,800V - 480V rural system.</p>			
Vitrification Test Facility Substation (30-US-4)	Power distribution and control	Power distribution and control	Industrial	n.a.	<p>Older systems are vintage 1960. Spare supply of OEM parts generally exhausted. Equipment and construction include 3-gang switches, fused disconnect switches, oil circuit breakers, trip coils transformers, steel-framed dead end structures, and reinforced concrete foundations, etc.</p> <p>The Vitrification Test Facility Substation (30-US-4) located east of the Shipping Depot</p>	Operational	Structures removed (or relocated if necessary to support continuing infrastructure needs)	C.6.6

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
Main Plant Unit Substation (a.k.a. Main Plant Switchgear) (30-US-1), and the Utility Room Area Unit Substation (30-US-3).	Power distribution and control	Power distribution and control	Industrial	n.a.	Older systems are vintage 1960. Spare supply of OEM parts generally exhausted. Equipment and construction include 3-gang switches, fused disconnect switches, oil circuit breakers, trip coils transformers, steel-framed dead end structures, and reinforced concrete foundations, etc.	Operational	Structures removed (or relocated if necessary to support continuing infrastructure needs); Foundations adjacent to the MPPB remain	C.6.1
Low-Level Waste Treatment Facility (O2 Building or LLWTF)	None	Historical-Receive plant liquid wastes below 5e-3 µCi/mL gross beta and decontaminate them to below drinking water maximum level for Sr-90 and Cs-137. Deactivated, some utilities isolated	Radiological	NFA at this time other than groundwater monitoring. Subject to closure requirements for wastewater treatment facilities. (SWMU 17)	See Note 1. 27' x 39', 2-story concrete block bldg. Connected to lagoons and interceptors. Treated waste by flocculation, centrifugation. Much of equipment is SS; controlled ventilation system w/air passing through HEPA filters; facility supplied w/ steam, air, softened water, and chemicals from MPPB systems. Put in service in 1971.	Facility removed, Foundation remains	Facility and foundation removed; Area restored after characterization completed	C.6.6

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
Low-Level Waste Treatment Building (LLW2)	Process site low-level waste water	Process site low-level waste water	Radiological	NFA at this time other than groundwater monitoring. Subject to closure requirements for wastewater treatment facilities. (SWMU 17)	Steel I-beam framed structure w/corrugated metal siding, metal roof.	Operational	Operational	C.6.8
Lagoon 1	None-drained; sediments left in place; filled w/rad contaminated asphalt, soil, vegetation from Old Hardstand; covered w/soil, seed.	Received liquid waste from interceptors, allowed it to drain/overflow to Lagoon 2.	Radiological	CMS being written. Subject to RCRA Corrective Action. (SWMU 3)	100'x100'x5', unlined, constructed in the Sand and Gravel Unit. Designed to drain through Sand and Gravel to Lagoon 2. Backfilled.	Inactive	Inactive	C.6.6
Lagoon 2	Hold plant radiological liquid waste water for processing.	Hold plant radiological liquid waste water for processing.	Radiological	NFA at this time other than groundwater monitoring. Subject to CWA closure	Unlined pit with a storage capacity of 2.4 million gallons. It is used as a storage basin for radiological wastewater discharged from the New	Operational	Operational	C.6.8

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
				requirements for wastewater treatment facilities and RCRA Corrective Action. (SWMU 4)	Interceptors before its contents are transferred to the Low-Level Waste Treatment System.			
Lagoon 3 (includes nearby french drain)	Final holding lagoon for decontaminated liquid waste water prior to discharge to Erdman Brook	Final holding lagoon for decontaminated liquid waste water prior to discharge to Erdman Brook	Radiological	NFA at this time other than groundwater monitoring. Subject to CWA closure requirements for wastewater treatment facilities and RCRA Corrective Action. (SWMU 4)	Unlined pit with a storage capacity of 3.3 million gallons. Presently, it receives treated water from Lagoons 4 and 5. Treated wastewater in Lagoon 3 is periodically discharged to Erdman Brook through a state permitted discharge. French drain is located on the northeast side of Lagoon 3. This drain were installed to prevent groundwater from flowing into the Lagoon. The French drain was plugged in 2001.	Operational	Operational (Lagoon)	C.6.8
Lagoon 4	Hold treated water for analysis and pH adjustment	Hold treated water for analysis and pH adjustment.	Radiological	NFA at this time other than groundwater monitoring. Subject to CWA closure	Rubber-lined pit with a capacity of 204,000 gallons. It receives treated water from the Low-Level Waste Treatment System and discharges it to Lagoon	Operational	Operational	C.6.8

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
				requirements for wastewater treatment facilities and RCRA Corrective Action. (SWMU 4)	3.			
Lagoon 5	Hold treated water for analysis and pH adjustment	Hold treated water for analysis and pH adjustment.	Radiological	NFA at this time other than groundwater monitoring. Subject to CWA closure requirements for wastewater treatment facilities and RCRA Corrective Action. (SWMU 4)	Rubber-lined pit with a capacity of 166,000 gallons. It receives treated water from the Low-Level Waste Treatment System and discharges it to Lagoon 3.	Operational	Operational	C.6.8
Neutralization Pit	Mix plant waste waters and route to New Interceptor	Collect process waste waters from MPPB for pH neutralization before transfer through Low	Radiological	NFA at this time other than groundwater monitoring. Subject to CWA closure requirements for wastewater	800 gallon in ground, SS lined, open top tank	Operational	Operational	C.6.8

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
		Level Waste Treatment System		treatment facilities and RCRA Corrective Action. (SWMU 17b)				
Old Interceptor	Used for storing radiologically contaminated liquids that exceed the effluent standard prior to eventual transfer to new interceptor.	Collect process waste waters from MPPB before treatment by Low-Level Waste Treatment system	Radiological	NFA at this time other than groundwater monitoring. Subject to CWA closure requirements for wastewater treatment facilities and RCRA Corrective Action. (SWMU 17a)	Currently collects out-of-spec hot process water from MPPB; water is then mixed w/waters in New Interceptor by overland sump line to route through LLW2. 37,000 gallon concrete catch basin; high-level alarm set point at a point 4' from top, above which a crack is known to exist	Operational	Operational	C.6.8
New Interceptors (North and South)	Receive influent from plant floor drains and process streams before entry into the Low-Level Waste Treatment	Receive influent from plant floor drains and process streams before entry into the Low-Level Waste Treatment Facility.	Radiological	NFA at this time other than groundwater monitoring. Subject to CWA closure requirements for wastewater treatment facilities and RCRA	Two 25,000 gallon SS-lined, in ground, open top tanks.	Operational	Operational	C.6.8

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
	System.			Corrective Action. (SWMU 17a)				
Test & Storage Building (TSB)	None	Fabrication shop, support facility, parts storage area, offices	Industrial	n.a.	80' x 120' Steel I-beam framed structure w/plywood and corrugated metal siding, metal roof; F: concrete exc. 30' x 30' section in SE corner	Facility removed, Foundation remains	Facility and foundation removed; Area restored after characterization completed	C.6.6
Solvent Dike	None	Acted as holding pond; received radioactive TBP and n-dodecane contaminated runoff from the plant Solvent Storage Terrace (SST) via floor drain and underground piping until removed from service in 1987. SST tanks and piping	Industrial	NFA at this time, other than continued groundwater monitoring. (SWMU 6)	Built in 1966. 40' x 50' x 4' roughly D-shaped, unlined basin partially installed in Sand and Gravel layer 200' E of MPPB and 80' N of north demineralizer sludge pond; had berm. Low-level rad sediments excavated in 1987, area backfilled; area still radioactively contaminated; contained radioactive and solvent-contaminated spills and leaks and roof drainage. No outlet- operated by evaporation or seepage.	Inactive	Inactive	C.6.6

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
		removed in 1990.						
Vitrification Test Facility (VTF)	Parts storage area, mock-ups	Test support facility, parts storage area, mock-ups, office area	Industrial	n.a.	44' x 122' High bay bldg. Steel I-beam framed structure w/corrugated metal siding, metal roof; bridge crane. Contains the Scaled Vitrification System tanks and associated equipment, one Pb glass shield window. Includes Ammonia Storage Room located on NE corner of bldg.	Operational	Facility and foundation removed; Area restored after characterization completed	C.6.6
Vitrification Test Facility Waste Storage Area	None	Store tanks associated with Scaled Vitrification System.	Industrial	NFA at this time. Subject to RCRA Corrective Action. (SWMU 12/12a)	Consisted of several above-ground SS storage tanks used in support of the Scaled Vitrification System. Located on back side of VTF and along road E of NPGRS.	Tanks removed, Foundation remains.	Tanks and foundation removed; Area restored after characterization completed	C.6.6

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
Maintenance Shop	None	Cold maintenance and fabrication work for the plant. Constructed in 1970.	Industrial	n.a.	High bay bldg w/a 40'x98' work area and 20'x98' two-level area; Walls; corrugated insulated metal panels on structural steel frame; F: concrete slab; Roof: corrugated metal w/sprayed on insulation on the outside protected w/a rubber based fire retardant finish. Main bay had 5-ton traveling bridge crane, machine tools, metal-working equipment. Two-tier section contained tool cribs, offices, electrical shop, parts storage, small pipe shop, heating and ventilation unit, locker room, sanitary facilities, and I&C shop. Heated w/radiant gas heaters and forced air. Supplied w/potable water, compressed air, and 3-phase 460V power. Lower voltage supplied from a lighting transformer.	Facility removed, Foundation remains	Facility and foundation removed; Area restored after characterization completed	C.6.6
Maintenance Storage Area	None	Sheet metal storage area	Industrial	Na	32.5' x 40' Sheet metal structure used as storage area -- never a rad area -- not	Facility removed, Foundation remains	Facility and foundation removed; Area restored after	C.6.6

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
					contaminated.		characterization completed	
Vehicle Maintenance Shop (Vehicle Repair Shop)	Vehicle Maintenance Shop	Vehicle Maintenance Shop	Industrial	Na	30' x 47' Steel I-beam framed structure w/corrugated metal siding, metal roof.	Operable	Facility and foundation removed; Area restored after characterization completed	C.6.6
Maintenance Shop Leach Field	None	Part of facility septic system.	Industrial	NFA at this time other than groundwater monitoring. Subject to RCRA Corrective Action. (SWMU 8)	Sanitary waste stream transferred from septic tank to main aeration system in 1988. consisted of 3 septic tanks, distribution box, leach field. Serviced TSB and Maintenance Shop. Leach field line was plugged in 1988; 1 septic tank filled with sand. Other 2 tanks cleaned and filled with sand in 1997. Located N of TSB and Maintenance Shop.	Inactive	Inactive	C.6.6
Fire Brigade Training Area	None.	Staging of fire-fighter training exercises. Inactive since 1993.	Industrial	NFA (at this time) determination was made. No longer used. Subject to RCRA Corrective Action. (SWMU 27)	Located N of Lagoons 4 and 5; currently a grass-covered area.	Inactive	Inactive	C.6.6

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
High-Level Waste (HLW) Tank Farm	Provides safe storage of residual high activity waste in Tanks 8D-1, 8D-2, 8D-3, and 8D-4.	Storage of liquid waste from fuel reprocessing operations. Storage and treatment of liquid waste feeds for CSS, Vitrification Facility	Nuclear - Hazard Category 3	NFA at this time other than groundwater monitoring. Some components subject to RCRA unit closure. (SWMU 13)	Includes 4 underground storage tanks in concrete vaults with pans; leak detection equipment; transfer lines; pumps; pump and valve pits; condensers; ventilation equipment; truss structures; various support buildings, enclosures, storage tents, and containment structures; generators, fuel oil tanks, and walkways; Tank and Vault Drying System	Operational for storage purposes only	Operational for storage purposes only	C.7.0
Tank 8D-1 (including in-tank STS components)	Contains in-tank STS components and residual high activity waste.	Storage of High Level Waste, processing of supernatant and sludge wash solutions.	Nuclear - Hazard Category 3	NFA at this time other than groundwater monitoring. Subject to RCRA unit closure. (SWMU 13)	Measures 21 m (70 ft) in diameter and 8 m (27 ft) high. Carbon steel. 750,000gal capacity. Contained in concrete vault w/ 1'6" walls and 2' roof. Vault top is 6- 8' below grade.	Isolated	Isolated	C.7.0
Tank 8D-2	Contains residual high activity waste	Storage of High Level Waste.	Nuclear - Hazard Category 3	NFA at this time other than groundwater monitoring. Subject to RCRA unit closure. (SWMU 13)	Measures 21 m (70 ft) in diameter and 8 m (27 ft) high. Carbon steel. 750,000gal capacity. Contained in concrete vault w/ 1'6" walls and 2' roof. Vault top is 6- 8' below grade.	Isolated	Isolated	C.7.0

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
Tank 8D-3	Contains residual high activity waste	Liquid waste storage and transfer.	Nuclear - Hazard Category 3	NFA at this time other than groundwater monitoring. Subject to RCRA unit closure. (SWMU 13)	Measures 3.7 m (12 ft) in diameter, 4.9 m (16 ft) high. 13,500gal capacity. 304L SS. Shares concrete vault w/tank 8D-4.	Isolated	Isolated	C.7.0
Tank 8D-4	Contains residual high activity waste	Storage of High Level Waste.	Nuclear - Hazard Category 3	NFA at this time other than groundwater monitoring. Subject to RCRA unit closure. (SWMU 13)	Measures 3.7 m (12 ft) in diameter, 4.9 m (16 ft) high. 13,500gal capacity. 304L SS. Shares concrete vault w/tank 8D-3.	Isolated.	Isolated	C.7.0
Tank and Vault Drying System (T&VDS)	Drying the WTF Tanks and Vaults	NA	Nuclear - Hazard Category 3	Under RCRA Part A Permit	Ventilation system and blowers	Operational	Operational	C.7.0
High Level Waste Transfer Trench	None	High Level Waste transfer	Nuclear - Hazard Category 3	NFA at this time other than groundwater monitoring. Subject to RCRA Closure. (SWMU 13)	Shielded trench contains HLW transfer lines from tank farm to MPPB (500 feet long), in addition to the waste header and condensate header lines connecting to the Vitrification Facility, and ventilation lines	All lines (including ventilation, waste header, condensate header and HLW Transfer Lines) present.	All lines and trench isolated to prevent water and contaminant infiltration, migration and accumulation as discussed in Section C 7.0	C.6.2 and C.7.0

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
Permanent Vent System Bldg. (PVS)	Ventilation of HLW tanks	Ventilation of High Level Waste tanks	Nuclear - Hazard Category 3	n.a.	Located at N perimeter of Tank Farm fenceline. Houses programmable logic controller that operates the sludge mobilization and wash system. Maintains operating air flow requirements in the supernatant treatment system support building, valve aisle, and pipeway during radioactive operations.	Operational	Operational	C.7.0
Equipment Shelter & Condensers	Support HLW tanks	Support High Level Waste tanks	Radiological	n.a. (SWMU 13)	Concrete block building w/concrete floor slab and metal roof. 6'10" x 28'10" cell inside that held condensate and filter equipment.	Condensers isolated. Equipment Shelter partially operational.	Facility, equipment and condensers removed. Foundation remains. Essential building functions relocated as necessary and operational.	C.7.0
Con-Ed Building	Support HLW tanks	Support High Level Waste tanks	Radiological	n.a. (SWMU 13)	10' x 13' x 11' Concrete block building located on top of concrete vault containing Tank 8D-3 and Tank 8D-4. Houses instrumentation and valves used to monitor and control the operation of Tanks 8D-3	Operational	Facility removed. Underlying tanks remain. Essential building functions relocated as necessary and	C.7.0

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
					and 8D-4.		operational.	
Supernatant Treatment System (STS) Support Building	Support High Level Waste tanks	Support High Level Waste tanks	Radiological	NFA at this time other than groundwater monitoring. Subject to RCRA Corrective Action. Ancillary equipment subject to RCRA Unit Closure. (SWMU 19)	Concrete block and metal siding. The Supernatant Treatment System Support building is located adjacent to, and above, Tank 8D-1. This two-story structure contains equipment and auxiliary support systems needed to operate the Supernatant Treatment System.	Operational	Operational	C.7.0
Vitrification Facility Building	Currently used to process and package Remote Handled wastes.	Solidification of liquid High Level Waste; RH waste sorting and processing	Nuclear - Hazard Category 3	NFA at this time other than groundwater monitoring. Subject to RCRA unit closure. (SWMU 20)	The Vitrification Facility is a structural steel frame and sheet metal building that houses the Vitrification cell, crane maintenance area, secondary filter room, diesel generator room, operating aisles, truck locks, and a control room. Also includes off-gas trench running along front of MPPB to 01-14 Building. Work cell has 6 Pb glass shield windows from cell operating aisles. Major components removed.	I Operational	Above-grade portion removed to the nominal 100 +/-3-ft. reference elevation; Below-grade portion isolated to prevent water infiltration and accumulation	C.6.2

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
					Crane maintenance room has 1 Pb glass shield window from crane maintenance operating aisle.			
Cold Chemical Facility	None	Location of bulk chemical storage tanks for vitrification	Industrial	n.a.	56' x 34' Concrete foundation and concrete walls extending to average height of 2'; steel frame and aluminum siding above foundation; F: coated with vinyl ester resin coating. Housed storage tanks for cold chemicals used in the vitrification process.	Facility removed, Foundation remains	Facility removed, Foundation remains	C.6.6
Construction and Demolition Debris Landfill (CDDL)	None	Disposal of non-radioactive construction, office, and facility debris; ash from paper incinerator until 1984.	Industrial	Groundwater monitoring and cap maintenance, as necessary. CMS is being written. Subject to RCRA Corrective Action. (SWMU 1)	The CDDL is located approximately 1,000 ft northeast of the process building, covers an area of 0.6 ha (1.5 acres), and was used for the burial of nonradioactive construction, office, and plant waste from 1963 until 1984. The CDDL is excavated into the sand and gravel layer on the north plateau (as indicated by the five boreholes nearest the CDDL) and has a depth of 10 to 15 ft below preoperational grade. It	Inactive, No Further Action	Inactive, No Further Action beyond maintenance	C.2.1

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
					does not have a liner or leachate detection/collection system. It may have been impacted by the North Plateau Groundwater Plume.			
Lag Storage Building (LSB)	None	Storage of Low Level Waste and Transuranic mixed wastes and PCB wastes.	Nuclear - Hazard Category 3	NFA at this time; maintain access restrictions; monitoring performed according to the WVDP Groundwater Monitoring Plan. RCRA unit closure documentation submitted to NYSDEC. (SWMU 16)	The LSB was an engineered metal structure that is supported by a clear-span frame and anchored to a 140x60 ft wide concrete slab foundation. A 6" high concrete curb enclosed the inner perimeter.	Waste removed and disposed. Foundation remains.	Foundation Removed; Area restored after characterization completed.	C.6.6
Lag Storage Area 1 (LSA-1)	None	Storage of radiological wastes	Nuclear - Hazard Category 3	NFA at this time; maintain access restrictions.; monitoring performed according to the WVDP Groundwater Monitoring	LSA-1 was a pre-engineered steel frame and fabric structure that measures 191x55x23 feet high. The floor is compacted gravel.	Waste Removed and Disposed. Facility Removed. Foundation remains.	Foundation Removed; Area restored after characterization completed.	C.6.6

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
				Plan. RCRA unit closure documentation submitted to NYSDEC. (SWMU 15)				
Lag Storage Area 2 (hardstand) (LSA-2)	Storage of Low Level Waste and mixed waste	Storage of Low Level Waste and mixed waste	Nuclear - Hazard Category 3	NFA at this time; continue inspections and waste management activities; monitoring performed according to the WVDP Groundwater Monitoring Plan. Subject to RCRA unit closure. (SWMU 15)	The hardstand is 8 inches of crushed stone covering an area of 65x200ft. Footers or piers may exist from tent that previously existed at this location.	Hardstand remains.	Hardstand materials removed and RCRA unit clean closed. Area restored after characterization completed.	C.6.6
Lag Storage Area 3 (LSA-3)	Storage of Low Level Waste and mixed wastes	Storage of Low Level Waste and mixed wastes	Nuclear - Hazard Category 3	NFA at this time; continue inspections and waste management activities; monitoring performed according to the WVDP Groundwater	The LSA-3 is a clear span structure with a pre-engineered frame and steel sheeting, about 291x88x40 feet high, on a 7" high concrete slab with curbs 6" high around the inside perimeter.	Operational	Facility and foundation removed and RCRA unit clean closed; area restored after characterization completed.	C.6.6

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
				Monitoring Plan. Subject to RCRA unit closure. (SWMU 16a)				
Lag Storage Area 4 (LSA-4)	Storage / preparation for shipping of radiological wastes and mixed wastes	Storage / preparation for shipping of radiological wastes and mixed wastes	Nuclear - Hazard Category 3	NFA at this time; continue inspections and waste management activities; monitoring performed according to the WVDP Groundwater Monitoring Plan. Subject to RCRA unit closure. (SWMU 16a)	291' x 88'. The LSA 4 is similar to LSA 3, but is different in that it includes a container sorting and packing facility (CSPF), a waste packaging area (WPA), and a covered passageway between LSA 3 and LSA 4. It also connects to a shipping depot (91' x 85').	Operational	Facility and foundation removed and RCRA unit clean closed; Area restored after characterization completed.	C.6.6
Container Sorting and Packaging Facility (CSPF)	Waste container sorting area	Waste container sorting area	Nuclear - Hazard Category 3	NFA at this time; continue inspections and waste management activities; monitoring performed according to the WVDP Groundwater Monitoring	Measures 40 feet long and 28 feet wide and is constructed of prefabricated, interlocking modular 22-gauge stainless steel panels that form the outside walls, ceiling, and inner partition walls. The walls and some ceiling panels contain Plexiglas® windows for viewing and external	Operational	Facility and foundation removed; Area restored after characterization completed.	C.6.6

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
				Plan. Subject to RCRA unit closure. (SWMU16a)	lighting purposes. The concrete floor of Lag Storage Area 4 serves as the floor of the Container Sorting and Packaging Facility. The Container Sorting and Packaging Facility has a sorting room, drum/box load in room, drum load out room, and two airlocks. The sorting area contains an overhead bridge crane. Adjacent to the Container Sorting and Packaging Facility is a stand alone blower room that houses the two ventilation system blowers essential to sorting operations.			
Waste Packaging Area (WPA)	Assist in sorting of waste boxes and drums	None	Nuclear - Hazard Category 3	NFA at this time; continue inspections and waste management activities; monitoring performed according to the WVDP Groundwater Monitoring	40' x 56'; construction is Al frame, fiberglass insulation, membrane covering; 4 airlocks (used for waste in, waste out, waste to and from CSPF, personnel entry); multiple windows; PVU's located outside LSA-4. contains box tippers, sorting areas, drum crusher, weigh station, box	Operational	Facility and foundation removed; Area restored after characterization completed.	C.6.6

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
				Plan. Subject to RCRA unit closure. (SWMU 16a)	inspection area, walk behind forklift, clip/lid removal station, air compressor and purification skid			
Shipping Depot	Repackaging and shipping of radiological wastes and mixed wastes	Containment : Asbestos abatement activities Depot: Shipping of radiological wastes and mixed wastes	Nuclear - Hazard Category 3	(SWMU 16a)	The shipping depot is connected to LSA 4 and is a 91x85 ft metal frame structure. Includes concrete block office area on E side.	Operational	Facility and foundation removed; Area restored after characterization completed.	C.6.6
Sample Storage and Packaging Facility (SSPF)	None	Storage and preparation of radiological samples for shipping (for analysis)			Metal sided structure on concrete pad. Located S of LSB.	Facility removed, Foundation remains	Facility and foundation removed; Area restored after characterization completed.	C.6.6
Hazardous Waste Storage Lockers	Storage of hazardous wastes	Storage of hazardous wastes	Industrial	NFA at this time, RCRA unit closure documentation submitted to NYSDEC. (SWMU 24)	The hazardous waste storage lockers are four preengineered, steel buildings, measuring 2.4 x 4.6 x 2.4 m (8 x 15 x 8 ft) each, and they contain a total waste volume of 200 kg (440 lb). Wastes are packaged in 208-L (55-gal) drums and 19-L (5-gal) pails.	Waste removed and disposed. Lockers and foundations remain.	Lockers and foundations removed and RCRA unit clean closed; Area restored after characterization completed.	C.6.6

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
Chemical Process Cell Waste Storage Area (CPC-WSA)	Storage of radiological wastes from CPC and mixed wastes	Storage of radiological wastes from CPC and mixed wastes	Nuclear - Hazard Category 3	NFA at this time; maintain access restrictions; monitoring performed according to the WVDP Groundwater Monitoring Plan. RCRA unit closure documentation submitted to NYSDEC. (SWMU 14)	65x201x25 ft single level steel frame metal Quonset-type building sitting on a gravel pad	Operational	Facility and foundation removed and RCRA unit clean closed; Area restored after characterization completed.	C.6.6
Remote Handled Waste Facility (RHWF)	Process remote handled wastes (Low Level Waste, mixed Low Level Waste, Transuranic waste and mixed Transuranic waste)	Process remote handled wastes (Low Level Waste, mixed Low Level Waste, Transuranic waste and mixed Transuranic waste)	Nuclear - Hazard Category 3	Began waste sorting and repackaging operations in 2004. Subject to RCRA unit closure. (SWMU 47).	New concrete and steel shielded building completed in 2004. Includes equipment for processing, packaging, characterization, and shipping of remote handled wastes.	Operational	Operational if RH waste remains onsite: decontaminate, characterize, and RCRA clean close if all RH has been shipped	C.6.4
Cold Hardstand (near CDDL)	Temporary staging of heavy equipment,	Historical: staging of containerized paint, used	Industrial	NFA (at this time) determination was made.	Gravel pad located W of CDDL	Operable	Hardstand materials removed; Area restored after	C.6.6

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
	empty drum crushing, equipment storage.	oil, spill cleanup material. Later: Nonradiological, nonhazardous waste staging area.		Occasionally used for staging equipment. (SWMU 30)			characterization completed	
Construction and Demolition Area or Concrete Washdown Area	None	Rinsing and removal of residual concrete from cement delivery trucks. Staging of wet concrete until it was set and placed in a dumpster for disposal.	Industrial	n.a. (SWMU 35)	Shallow ground depression located N of North Parking Lot and S of RHWF.	Inactive	Inactive. No further action	C.6.6
Vitrification Vault and Empty Container Hardstand	Storage of rad. waste from Vit. and MPPB D&D activities. Empty container storage area and nuclear criticality	Storage of rad. waste from Vit. and MPPB D&D activities. Empty container storage area and nuclear criticality staging area. Storage of	Nuclear – Hazard Category 3	This is a newly declared SWMU. Used as temporary 90-day storage area for RCRA mixed wastes identified	Compacted gravel pad. Contains 4 pre-fabricated concrete vaults to contain LLW and RH-TRU wastes from D&D of Vitrification Facility and MPPB. Also contains High Level Waste Tank Mobilization Pump Vaults.	Operational	Structures and foundation removed; Area restored after characterization completed.	C.6.6

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
	staging area. Storage of High Level Waste tank mobilization pumps.	High Level Waste tank mobilization pumps.		during D&D activities. Waste may include lead, chromium, and/or mercury. (SWMU 46)				
High Level Waste Tank Pumps Storage Vaults	House HLW mobilization pumps removed from HLW tanks.	Pumps used for High Level Waste mobilization and transfer. Vaults: no previous use-constructed for this purpose.	Nuclear - Hazard Category 3	This is a newly declared SWMU. (SWMU 46)	The two vaults contain two 50-ft long mobilization pumps that were removed from Tank 8D-2, the bottom 14-foot section of a third mobilization pump from Tank 8D-2 and a 40-ft long transfer pump from Tank 8D-2. All the pumps are contained within metal storage boxes.	Operational	Structures and foundation removed; Area restored after characterization completed.	C.6.6
Old / New Hardstand Storage Area	Storage of low-level non-liquid radioactive waste,	Radioactive equipment storage (NFS). Old hardstand removed from service in 1984. New hardstand is used to store radioactive materials and	Industrial	NFA at this time, monitoring performed according to the WVDP Groundwater Monitoring Plan. (SWMU 9/9a)	Old Hardstand: 150' x 150' paved asphalt pad slightly elevated above surrounding ground surface. Located W of LSA 3 and 4. Pad and some soil removed and used as backfill for Lagoon 1 in 1984. New Hardstand: Built in 1986 in same general area as Old Hardstand; compacted gravel pad.	Operational	Hardstand materials removed; Area restored after characterization completed.	C.6.6

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
		miscellaneous LLW.						
Rail Spur	Waste shipping pathway	Access to railroad system for receiving and shipping materials	Industrial	n.a.	Connects to B&P Railroad Line. Siding switch and extra spur provided at E side of Old Warehouse. Line extends through FRS bldg. Reinforcements/repairs made to Lake 1 Dam and several other locations by WVDP to support shipment weight on line (8,540 ft long).	Operable	Operational	C.2.1
Old Warehouse	None	Store spare parts, operating supplies, chemicals, construction materials; clean plant equipment not currently in use. Formerly held old records, engineering drawings	Industrial	n.a.	Corrugated metal bldg w/steel frame. F: concrete slab. 3 small rooms (approx. 10' x 10' each) partitioned off for office space, sensitive supply storage, etc. Structure at N end (40' x 32' x 12') was been used as lunch and conference room; currently serves as Counting Lab. 10' x 14' shipping and receiving dock on W side, rail siding on E side. Was insulated and	Facility removed, Foundation remains	Facility and foundation removed; Area restored after characterization completed.	C.6.6

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
		and records as well.			heated w/gas space heaters. Bldg was protected by dry type sprinkler system supplied by the fire protection main. Some overflow material was stored in loft over office area. Main space measured 80' x 144'. Total volume of useful space was approx. 100,000 cu ft inside w/ dock space for 10,000 cu ft and an outdoor fenced area w/10,000 cu ft.			
Counting Lab	None	Historical-Blueprint reproduction services. WVDP-Radiological protection counting laboratory	Radiological	n.a.	40' x 32' x12' Corrugated metal bldg w/steel frame located on N side of Old Warehouse.	Facility removed, Foundation remains	Facility and foundation removed; Area restored after characterization completed.	C.6.6
Waste Paper Incinerator	None.	Incinerate paper and packaging waste.	Industrial	NFA at this time other than continued groundwater monitoring. (SWMU 10)	Mounted on concrete pad E of Old Warehouse. Operated from 1970 to 1985. Incinerator ash routinely disposed of in CDDL. Air permit expired in 1990, Unit padlocked	Incinerator removed and disposed off-site, Pad remains.	Pad removed	C.6.6

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
					and sealed in 1991. Removed from original location, disassembled, placed in on-site storage in 1996.			
Waste Water Treatment Facility (WWTF) or Sewage Treatment Plant (STP)	Treatment of sanitary wastewaters since 1985, industrial wastewater since 1994.	Treatment of sanitary wastewaters since 1985, industrial wastewater since 1994.	Industrial	NFA (at this time) determination was made. Remains in use. (SWMU 33) Subject to Clean Water Act closure requirements.	~55' X 105' corrugated steel building. Walls and floors 8" RIC. Provides biological treatment (10,000 gal/day average) of sanitary wastewater. Following biological treatment, effluent is disinfected by chlorination. Facility consists of 6 grinder stations, aeration tank, clarifier, baffled tank for chlorination and dechlorination. In 1994: upgraded to handle non-radiological wastewater treatment.	Operational	Facility and foundation removed; Area restored after characterization completed.	C.6.6
Old Sewage Treatment Plant Facility	None, facility demolition was initiated but unfinished.	Sanitary wastewater treatment facility; removed from service in 1985. Discharge lines removed and influent lines	Industrial	NFA (at this time) determination was made. (SWMU 32) Subject to Clean Water Act closure requirements	Located below grade inside 12' x 22' area S of Cooling Tower. Consisted of concrete basin (5000 gal/day capacity), control boxes, surge tank, aeration tank, and clarifier. Three compartment unit to treat raw sewage by aeration process. Major components included	Inactive (Decontaminated and backfilled with gravel)	Foundation and gravel removed; Area restored after characterization completed.	C.6.6

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
		capped.			bar screen and cutting device, aeration tank, and settling tank. BSC section: 3' x 3' x 6' deep w/BSC mounted near center; AT: 9'6" x 9'6" x 14' deep w/aeration pipe on W side; ST: 5'6" x 5'6" x 9'6" deep, conical shaped. Effluent flowed from settling tank via adjustable weir plate on S side of unit to outfall ditch.			
New Cooling Tower	None	Maintain plant-wide cooling water closed loop at near 80°F (include Vit. cell)	Industrial	n.a.	20x20x11 ft high and stands on a concrete basin measuring 27x37x3ft, with an addition measuring 27x12 ft.	Isolated	Facility and foundation removed; Area restored after characterization completed.	C.6.6
Equalization (EQ) Basin or Effluent Mixing Basin	Receive UR liquids (e.g. clarifier blowdown) and treated sewage flow diverted from WWTF should an	Receive clarifier blowdown (serve as replacement for demineralizer sludge ponds)	Industrial	NFA at this time, monitoring performed according to the WVDP Groundwater Monitoring Plan. Subject to closure requirements for wastewater	Constructed in 1985. Basin w/Hypalon® liner 50' x 125' x 6.6' deep excavated into the sand and gravel layer, underlain by sand drain. Received effluents from the sanitary sewage treatment plant, some UR discharge, and cooling water blowdown. Later it received effluents from the	Operational	Facility and foundation removed, Area restored after characterization completed.	C.6.6

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
	upset occur in WWTF			treatment facilities. (SWMU 7)	sludge ponds. Located E of Demineralizer Sludge Ponds (approx. 300' E of old warehouse and approx.. 650' SE of MPPB			
Equalization (EQ) Tank	Receive cold UR wastewater r (e.g. sand filter backwash, alkaline part of demineralizer regeneration, clarifier blowdown)	Receive cold UR wastewater (e.g. sand filter backwash, alkaline part of demineralizer regeneration, clarifier blowdown)	Industrial	NFA at this time, monitoring performed according to the WVDP Groundwater Monitoring Plan. Subject to closure requirements for wastewater treatment facilities.	A covered 20,000 gal underground concrete tank that serves as the replacement to the Equalization Basin. Located N of EQ Basin.	Operational	Facility and foundation removed, Area restored after characterization completed.	C.6.6
Demineralizer Sludge Ponds	None	Received backflush solutions from plant process water demineralizer, softener, and clarifier. Inactive since June 1994.	Industrial	NFA at this time, monitoring performed according to the WVDP Groundwater Monitoring Plan. Subject to RCRA Corrective Action.	Constructed b/w 1964 and 1966. 2 unlined ponds located approximately 150' SE of MPPB (E of Road-Salt and Sand Storage Shed). Each measures 50' x 100' x 5' deep; E end slightly deeper than W. Typically wet and vegetated. Headwall and drain pipe located	Inactive. No further action.	Inactive. No further action	C.6.6

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
				(SWMU 5)	at E end of each. Discharged through weir box and underground piping to SPDES-permitted outfall 005			
Waste Tank Farm (WTF) Training/ Test Platforms	Testing of remote handled tooling	Mock-ups, testing, training for long pumps and equipment	Industrial	n.a.	North Tower 16x16x57 ft high; South tower 16x16x48ft high pre-engineered steel structures.	North tower removed; foundation remains. South tower remains operable.	Facilities and foundations removed; Area restored after characterization completed.	C.6.6
Road-Salt & Sand Storage Shed	Grounds maintenance	Grounds maintenance	Industrial	n.a.	20' x 22' Pole building with 2" x 8" boards around the perimeter; contains storage bin and sand stall; on 5" blacktop on 10" stone underlay. Wooden roof	Operational	Facility and foundation removed; Area restored after characterization completed	C.6.6
Product Storage Area	Temporary storage of nonhazardous debris.	Staging of containerized raw materials. Temporary storage of nonhazardous debris.	Industrial	NFA (at this time) determination was made. Subject to RCRA Corrective Action (SWMU 42)	Open air storage area; asphalt pad, approximately 20' x 60'; located adjacent to eastern half of southern end of Old Warehouse	Inactive. No further action.	All containers and foundation removed; Area restored after characterization completed	C.6.6
Nuclear Regulatory Commission-Licensed Disposal Area (NDA)	None	Disposal of LLW	Inactive Waste Site (IWS)	NFA- for short term only; groundwater monitoring and interceptor	370' x 600' (approx. 5 acre) disposal area located on S plateau. Contains both deep and special holes used by NFS, and trenches and caissons used by	Inactive. No further action	Inactive. No further action beyond maintenance.	C.8.0

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
				trench operation is performed. Subject to RCRA Corrective Action. (SWMU 2) Cap maintenance as necessary.	WVDP. Also includes various support buildings and equipment and former lagoon.			
NFS Deep Holes	None	Disposal of LLW	IWS	NFA - for short term only; groundwater monitoring and interceptor trench operation is performed. Subject to RCRA Corrective Action. (SWMU 2)	109 holes in NDA, 50'-70' deep, containing hulls.	Inactive	Inactive. No further action beyond maintenance	C.8.0
NFS Special Holes	None	Disposal of LLW	IWS	NFA- for short term only; groundwater monitoring and interceptor trench	230 holes in NDA, 20' deep - the lengths and widths varied according to the quantity of waste and dimensions of large waste items, such as failed equipment.	Inactive	Inactive. No further action beyond maintenance	C.8.0

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
				operation is performed. Subject to RCRA Corrective Action. (SWMU 2)				
WVDP Trenches	None	Disposal of LLW	IWS	NFA - for short term only; groundwater monitoring and interceptor trench operation is performed. Subject to RCRA Corrective Action. (SWMU 2)	12 trenches in NDA containing approx. 200,000 cu. ft. of low level wastes resulting from decontamination activities.	Inactive	Inactive. No further action beyond maintenance	C.8.0
WVDP Caissons	None	Disposal of LLW	IWS	NFA - for short term only; groundwater monitoring and interceptor trench operation is performed. Subject to RCRA Corrective	4 carbon-steel-lined cylinders in NDA, in cylindrical concrete vaults 7ft. in diameter and 50-65 feet deep. Top and bottom plugged with concrete. Located in S and E corners of NDA.	Inactive	Inactive. No further action beyond maintenance	C.8.0

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
				Action. (SWMU 2)				
Former NDA Lagoon (also called "Pete's Pond")	None	Surface water run-off control	Radiological	NFA - for short term only; groundwater monitoring and interceptor trench operation is performed. Subject to RCRA Corrective Action. (SWMU 2)	Located in northeastern portion of NDA; later backfilled w/rad contaminated soil from Lagoon 3 clean-out in June 1972. Reportedly closed in 1972. Footprint partially underlies IWSF, west of LPS Building.	No further action.	No further action beyond maintenance	C.8.0
Interceptor Trench	Collect groundwater from NDA area prior to treatment	Collect groundwater from NDA area prior to treatment	Radiological	NFA - for short term only; groundwater monitoring and interceptor trench operation is performed. Subject to RCRA Corrective Action. (SWMU 23)	The interceptor trench and associated liquid pretreatment system were installed after groundwater contaminated with TBP, n-dodecane, and several radionuclides were detected in a well downgradient of the NDA. Located along N and E borders of NDA.	Operational	Operational	C.6.8

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
Leachate Transfer Line	Transfer water from NDA interceptor trench to Lagoon 2	Transfer leachate and liquids from SDA lagoons to Lagoon 1	Radiological	NFA - for short term only; groundwater monitoring and interceptor trench operation is performed. Subject to RCRA Corrective Action. (SWMU 23)	2" PVC line runs along NE and NW boundaries of NDA; 1,200 m (4000 ft) long; small above-ground section near old pump house is galvanized steel	Operational	Operational	C.6.8
Liquid Pretreatment System (LPS) (or Leachate Pretreatment System or Trench Interceptor Project Groundwater Treatment System)	Standby system for treating water from the interceptor trench which has not been used; One tank was used during NDA tank removal project	Standby system for treating water from the interceptor trench which has not been used; One tank was used during NDA tank removal project	Radiological	NFA - for short term only; groundwater monitoring and interceptor trench operation is performed. Subject to RCRA Corrective Action. (SWMU 23)	The liquid pretreatment system (which has never been used) consists of 7 tanks made of carbon steel to remove organics. Steel framed building housing tanks located on NE corner of NDA.	Operable	Facility and foundation removed. Area shall be graded and covered with geotextile materials, etc. matching or comparable to those currently installed.	C.8.0
Interim Waste Storage Facility	None	Staging for LLW prior to sampling and disposal	Radiological	NFA – for short term only; groundwater	36' x 36' Pre-engineered metal structure anchored to a concrete slab with a curbed	Facility and foundation removed, RCRA unit closure	Facility and foundation removed and RCRA unit	C.8.0

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
(IWSF) or Kerosene Tanks and NDA Container Storage Area				monitoring is performed. RCRA unit closure documentation submitted to NYSDEC. (SWMU 11/11a)	perimeter. Located W of Liquid Pretreatment Building on NDA.	documentation submitted.	clean closed (if RCRA closure is not approved prior to contract award).	
NDA Hardstand/ Staging Area	None	Staging of radiological wastes prior to burial in NDA until 1989	Industrial	NFA at this time other than continued monitoring. Subject to RCRA Corrective Action. (SWMU 39)	Three-sided. Formerly with cinderblock walls. Located on a sloped pad of crushed rock with crushed concrete at E end of road bordering S side of NDA. Currently covered with herculite and gravel.	Gravel pad and herculite remain	Inactive	C.6.6
NDA Trench Soil Container Area	None	Staging for LLW and contaminated soil roll-offs (from NDA Interceptor Trench project).	Industrial	NFA (at this time) determination was made. Several containers of LLW are staged there. Subject to RCRA Corrective Action. (SWMU 31)	Two gravel pad areas located S of NDA and W of NDA across the existing roadways,	Decontaminated and waste removed	Inactive	C.6.6
Radwaste Treatment System	None	Storage of cement solidified	Radiological	NFA (at this time) determination	375' x 60' Steel Frame/metal sided bldg, concrete base pad.	Operable	Facility and foundation removed; Area	C.6.6

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
(RTS) Drum Cell		LLW drums		n was made (SWMU 21)	Contains shielded concrete enclosure. Can accommodate a max of 21,500 71 gal square drums. Berm and floor are coated with epoxy. Located S of NDA and NDA Trench Soil Container Area.		restored after characterization completed.	
<u>Rail Packaging and Staging Area</u>	Staging area for waste packages destined for off site transportation via rail.	Staging area for waste packages destined for off site transportation via rail.	Nuclear Hazard Category 3		Flat area located E of Rail Spur, along N side of roadway. Compacted stone with 24' x 90' concrete pad. Contains packaged components from Vit Facility decontamination.	Operational, Packaged Vitrification Facility components staged for shipment	Operational. Vitrification Facility components, and any other waste staged during the contract, shipped for disposal.	C.6.6
Administrative Building	Office space and houses telephone, internet/communications centers.	Office space	Industrial	n.a.	Corrugated sheet metal steel-framed structure on concrete floor slab, one story high. Interior divided into approximately 20 rooms plus and 11'4" x 60' hallway. Exterior dimensions for main section of the building are approximately 200'x50', plus two 50'x50' areas on W end. Interior finish is wood stud framing, dry wall, acoustical drop ceiling,	Operational	Facility and foundation removed; Area restored after characterization completed.	C.6.6

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
					carpet, vinyl floor tile. Some wood grain paneling and wood offices. Includes wash rooms and support equipment.			
Expanded (Environmental) Lab Complex	Office space and environmental sample analysis.	Office space, vitrification cold sample analysis and environmental sample analysis.	Industrial	n.a.	92' x 50' Sheet metal structure Includes 3 double-wide trailers on concrete foundation	Operational	Facility and foundation removed; Area restored after characterization completed.	C.6.6
New Warehouse (Main-2)	Materials storage, office space, tool crib, respirator cage, quality assurance receipt inspection office, and Instrument and Control offices and work space within a speed space	Materials storage; SWMU 43 - 90-Day storage area for hazardous wastes, industrial wastes, and materials, batteries, and recyclables	Industrial	NFA determination was made.	Steel building that rests on concrete piers and a poured concrete foundation wall. 80x250x21.5ft high.	Operational	Facility and foundation removed; Area restored after characterization completed.	C.6.6

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
Warehouse Bulk Oil Storage Unit	Storage of combustibles (i.e., grease, oils, antifreeze, etc.) in 1 gal to 55gal containers	Storage of combustibles (i.e., grease, oils, antifreeze, etc.) in 1 gal to 55gal containers	Industrial	n.a.	Metal, insulated wall structure measuring (inside) 11' x 23' x 6'6". Walls: insulated w/2 hr. fire rating; doors have 1.5 hr. fire rating. F: removable fiberglass grating located 6" above catch basin w/sump. Located E of Main-2.	Operational	Contents removed/disposed, facility and foundation removed; Area restored after characterization completed.	C.6.6
Warehouse Extension Staging Area or Waste Management Staging Area (WMSA)	Equipment and used products storage. House industrial wastes.	Temporary storage of hazardous wastes (90-day), and universal waste.	Industrial	NFA at this time. (SWMU 43)	Approx. 50' x 80' steel building with concrete floor located in southern end of New (Main-2) Warehouse. Two sides of staging area are bermed.	Operational	Facility and foundation removed; Area restored after characterization completed.	C.6.6
Meteorological Tower	Original erected in October, 1974 to collect wind direction, wind speed and temperature data was demolished in 1990s. New tower	Original erected in October, 1974 to collect wind direction, wind speed and temperature data was demolished in 1990s. New tower constructed	Industrial	n.a.	On-site: 197-foot (60-m) tower continuously monitors wind speed, wind direction, and temperature at both the 197-foot and 33-foot (10-m) elevations. Dewpoint, precipitation, and barometric pressure are also monitored on-site. Tower supplies data to primary digital and analog data acquisition systems	Operational	Operational	C.2.1

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
	constructed in early 1990s serves same purpose.	in early 1990s serves same purpose.			located within the Environmental Laboratory. On-site systems are provided with either uninterruptible or standby power backup in case of site power outage.			
Security Gatehouse and Fences	Site Security	Site Security	Industrial	n.a.	Masonry block (gatehouse)	Operational	Operational	C.2.1
Construction Fabrication Shop or Vitrification Fabrication Shop	None	Site maintenance support	Industrial	n.a.	40' x 100' Steel building on concrete foundation; located W of WTF and SE of RHWF	Facility removed, some cargo containers currently staged in this location, Foundation remains	Facility, cargo containers, and foundation removed, Area restored after characterization completed.	C.6.6
Vitrification Diesel Fuel Oil Storage Tank & Building (or Diesel Fuel Oil Building) (FOD-11)	None	Diesel fuel oil storage	Industrial	n.a.	A 7450 gal tank located in a below-grade concrete vault and was covered by a metal building about two stories tall and 15' x 22' in area.	Facility removed, Foundation remains	Facility and foundation removed; Area restored after characterization completed.	C.6.6
Live Fire Range	Site security support	Site security support	Industrial	n.a.	400X100 ft	Operational	Operational	C.2.1

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
Monitoring Wells/Station s	Monitoring of groundwater, surface water, air, radiological dose, etc. to support Environmental Monitoring Program. Also includes Bioventing system.	Monitoring of groundwater, surface water, air, radiological dose, etc. to support Environmental Monitoring Program. Also includes Bioventing system.	Industrial	NFA determination was made. Established and managed in accordance with RCRA and site procedures.		Operational	Operational	C.6.6
Designated Roadways	Previous unpaved roadways sprayed with oils and cleaning solvents from Maintenance Shop for dust suppression. Discontinued in 1980. Vehicle access to site	Previous unpaved roadways sprayed with oils and cleaning solvents from Maintenance Shop for dust suppression. Discontinued in 1980. Vehicle access to site facilities.	Industrial	n.a. (SWMU 41) NFA (at this time) Determination	Consists of approx. 0.7 miles of former dirt roadways located between Electrical Substation on NE corner of WVDP and Maintenance Shop and between Old Warehouse and NDA. All roadways currently paved with asphalt.	Operational	Operational	C.2.1

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
	facilities							
Dams and Reservoirs (Lakes)	Surface water control and site water supply system	Surface water control and site water supply system	Industrial	NFA determination was made.	Two water supply reservoirs. The south reservoir has an earthen dam 75 ft high. The north reservoir has an earthen dam 50 feet high. Also includes pump house, culverts, and transfer lines.	Operational	Operational for both water supply purposes and support of Class 1 rail line.	C.2.1
Schoolhouse	None	Pre-NFS: One-room schoolhouse and residence. NFS/WVDP- Used as environmental and bioassay sampling program laboratory; office space, sample storage area; training classroom. Deer check	Industrial	NFA at this time. Determination is specific to Septic System. (SWMU 36)	18.5' x 41', wood-framed building, shingled roof with associated septic system. Septic system includes concrete tank, distribution box.	Facility removed. Foundation, well, and septic system remain.	Facility and foundation removed; Well and septic closed in accordance with NYS regulations; Area restored after characterization completed.	C.6.6

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
		facility during WNYNSC deer-hunting season administered by NYSEERDA.						
North Plateau Groundwater Recovery System (Pump & Treat)	Pump Sr-90 contaminated groundwater for treatment at LLW2	Pump Sr-90 contaminated groundwater and treatment w/ion exchange technology	Radiological	n.a.	Insulated 8' x 40' x 10' cargo container; houses 3 recovery wells. Includes associated storage shed.	Operational	Decommission and Remove Infrastructure (if permeable treatment wall is performing as expected).	C.6.6
Well Purge water storage locations	Containers are staged at various locations for storage of monitoring well purge water collected during groundwater sampling events.	Containers are staged at various locations for storage of monitoring well purge water collected during groundwater sampling events.	Industrial	NFA determination was made. Use continues for temporary storage of purge water. (SWMU 34)	2 55-gal steel drums with 52-gal poly liners and 1 polyethylene tanks. Stage in several locations.	Operable	Operable	C.6.6
PTW Soil Containment	Containment of wet soils excavated	Containment of wet soils excavated from North	Radiological		Located adjacent to Permeable Treatment Wall on North Plateau. Edges protected by	Operational (Passively draining contained soils;	Operational (Passively draining contained soils;	C.3.0

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State	Applicable Performance Work Statement Section
	from North Plateau Sr-90 Plume leading edge during installation of Permeable Treatment Wall.	Plateau Sr-90 Plume leading edge during installation of Permeable Treatment Wall.			Jersey bouncers. Geomembrane-lined containment with drainage lines connecting to catch basin. Catch basin connects to LLW-2 for transfer of contaminated water draining from soils.	active transfer of collected liquids)	active transfer of collected liquids)	
Miscellaneous Facilities and Storage Areas			Mostly industrial		All ancillary support structures, storage facilities, laydown and hardstand areas, speed spaces, sheds, utility stations, etc. not specifically mentioned in Attachments C-2 or C-3.	Varies	Facilities and pads removed; Areas restored after characterization completed.	C.6.6

Acronyms:

A&PC Analytical and Process Chemistry
Al aluminum
approx. approximately
bldg building
CMS Corrective Measures Study
E East
ft. or ft feet (unit of length)
gal gallons
HLW High Level Waste
hr hour

I&C	Instrumentation and Calibration
IRTS	Integrated Radwaste Treatment System
LLW	Low-Level Waste
N	North
n.a. or na	not applicable
NDA	Nuclear Regulatory Commission-Licensed Disposal Area
NE	Northeast
NFA	No Further Action
NFS	Nuclear Fuel Services
NP	North Plateau
NW	Northwest
NYSERDA	New York State Energy Research and Development Authority
PVU	Portable Ventilation Unit
RCRA	Resource Conservation and Recovery Act
RFI	RCRA Facility Investigation
S	South
SAA	Satellite Accumulation Areas
SDA	State-Licensed Disposal Area
SE	Southeast
SW	Southwest
T&VDS	Tank and Vault Drying System
W	West
WNYNSC	Western New York Nuclear Service Center
WTF	Waste Tank Farm
WVDP	West Valley Demonstration Project

Attachment C-3 – Waste Processing Facilities at the WVDP

Table 1. Operational WVDP Facilities available for use in waste packaging

Area	Facility	Type	Notes
WMA 1	Fuel Receiving and Storage Area (FRS)	Nuclear	Contact handling
WMA 5	Remote Handled Waste Facility (RHWF)	Nuclear	Will be operational for remote handled waste management functions.
WMA 5	Container Sorting and Packaging Facility (CSPF)	Nuclear	Contact handling
WMA 5	Lag Storage Area Shipping Depot	Nuclear	Contact handling
WMA 5	Lag Storage Area (LSA 4) Waste Packaging Area	Nuclear	Contact handling

Table 2. Operational WVDP Facilities available for use in waste shipping

Area	Facility	Type	Notes
WMA 1	Load-In/Load-Out Facility (LI/LO)	Industrial	Crane access for truck loading
WMA 1	Fuel Receiving and Storage Area (FRS)	Nuclear	Crane access to rail spur
WMA 5	Remote Handled Waste Facility (RHWF)	Nuclear	Crane access for truck loading.
WMA 5	Lag Storage Area Shipping Depot	Nuclear	
WMA 6	Rail Packaging and Staging Area and Rail Spur	Industrial	

Note: Waste Management Areas (WMAs) are defined in the Final Environmental Impact Statement for Decommissioning and/or Long-Term Stewardship at the West Valley Demonstration Project and Western New York Nuclear Service Center (DOE/EIS-0226).

Attachment C-4 – Reserved

Attachment C-5 – Turnover Package Requirements

1.0 Documentation Requirements Specific to Activities Accomplished Under Section C, Performance Work Statement.

The following documentation is to be provided in **addition** to documentation required as specified elsewhere in the contract and does not relieve the Contractor of responsibility to provide such documentation.

- 1.1 Documentation associated with disposal of all Project wastes.
- 1.2 Documentation generated as a result of facilities characterization.
- 1.3 Documentation specific to support maintenance and monitoring of deactivated and/or reconfigured non-operational facilities and systems, including support and utility systems.
- 1.4 Documentation specific to status of operational facilities and utility systems.
- 1.5 Description of facilities remaining regulated under the RCRA at the conclusion of the contract.
- 1.6 Documentation on disposition of records, including but not limited to, finding aids such as SF135's, SF258's, and the associated indexes; destruction certificates; and any records management systems (including appropriate documentation).

Attachment C-6 – West Valley Demonstration Project Environmental Permits

Permit Name and Number	Agency/Permit Type	Description	Status
West Valley Demonstration Project RCRA Part A Permit Application	NYSDEC and EPA/Hazardous Waste	Provides interim status under RCRA for treatment and storage of hazardous waste	No expiration date.
West Valley Demonstration Project RCRA Part B Permit Application	NYSDEC and EPA/Hazardous Waste	Provides final status under RCRA for treatment and storage of hazardous waste	Anticipated submittal to NYSDEC and EPA by 10/1/10. No expiration date.
Air Facility Registration Certificate (9-0422-00005/00099)	NYSDEC/Air Emissions	Site-wide registration includes 2 boilers	Effective 09/22/09. No expiration date.
Slurry-fed ceramic melter (modification to WVDP-687-01) process building ventilation	EPA/NESHAP	Slurry-fed ceramic melter radionuclide emissions – MPPB stack modified 2/18/97	Permit approved 2/18/97. No expiration date. Request to modify submitted to the EPA 8/99.
Vitrification facility HVAC system	EPA/NESHAP	Vitrification facility HVAC system for radionuclide emissions	Permit approved 2/18/97. No expiration date.
01-14 building ventilation system (WVDP-187-01)	EPA/NESHAP	Liquid Waste Treatment System ventilation of radionuclide emissions in the 01-14 building	Issued 10/5/87. Modified 5/25/89. No expiration date.
Contact Size-Reduction Facility (WVDP-287-01)	EPA/NESHAP	Contact size-reduction and decontamination facility radionuclide emissions	Issued 10/5/87. No expiration date.
Supernatant Treatment System/Permanent Ventilation System (WVDP-387-01)	EPA/NESHAP	Supernatant Treatment System ventilation for radionuclide emissions	Revised 1/1/97. No expiration date.
Outdoor ventilated enclosures (WVDP-587-01)	EPA/NESHAP	Ten portable ventilation units for radionuclide emissions	Issued 12/22/87. No expiration date.
State Pollutant Discharge Elimination System (NY0000973)	NYSDEC/Water	Covers discharges to surface waters from various on-site sources	Permit modification issued addressing storm water discharges, monitoring modifications and other items. Effective 01/01/05. Permit was due to expire 02/01/09. Renewal application was submitted. Awaiting new permit.
Buffalo Pollutant Discharge Elimination System (10-06-TR096)	Buffalo Sewer Authority/Sanitary sewage and sewage sludge disposal	Permit issued to hauler of waste from the wastewater treatment facility	Hauler must renew permit by 06/30/11

Permit Name and Number	Agency/Permit Type	Description	Status
Petroleum Bulk Storage (9-008885)	NYSDEC/Petroleum Bulk Storage Tank Registration	Registration of bulk storage tanks used for petroleum	Registration expires 09/02/11.
Bird Depredation License (DWP02-026)	New York State Division of Fish and Wildlife	State license for the removal of inactive nests of migratory birds	NYS license expires 09/30/10
Bird Depredation Permit (MB747595-0)	U.S. Fish and Wildlife Service	Federal permit for the limited taking of migratory birds and active bird nests	Permit expires 09/30/10.
Federal Facility Compliance Act (FFCA) Consent Order for WVDP (1996)	NYSDEC/DOE	Establishes commitments regarding compliance with the Site Treatment Plan for mixed wastes submitted by DOE pursuant to the FFC Act	No expiration date.
Administrative Order on Consent (1992) RCRA 3008(h) Docket No. II RCRA-3008(h)-92-0202	EPA/NYSDEC/NYSERDA/DOE	Administrative Order on Consent RCRA 3008(h)	No expiration date.

Attachment C-7 - Energy Employees Occupational Illness Compensation Program (EEOICPA) List of Records for Subtitle B and Subtitle E Claims

The Office of Former Worker Screening Programs has developed a list of records that are essential for DOE to fulfill its role under EEOICPA and the Former Worker Medical Screening Program. This list is not all inclusive but should provide enough information for the Contractor to understand the types of records, including those under the Privacy Act Systems of Records that are needed by the Government. Also included are records requirements to ensure records preservation.

List of Records Used for Subtitle B (Employment Verification, NIOSH) and Subtitle E (Toxic Exposure) EEOICPA Claims. A subset of these records are also used in implementing the Former Worker Medical Screening Program.

All of the following could be ‘active’ or ‘inactive’ records. They also may be in different media forms (i.e., paper, electronic, databases, microfiche, etc.).

Employment Records

- Employment Personnel Files
- Personnel Action Forms
- Employee Position Descriptions
- Job Assignment Outlines
- Performance Appraisals / Annual Reviews
- Job Acceptance Notices
- Termination Notices
- Human Resources Personnel Databases
- Personnel Security Badges
- Personnel Security Badging Databases
- Training Records / Training Records Database (rare use...if nothing else available)
- Job position descriptions

Project Records (For Projects Involving Radiation/Hazardous Materials)

- Contracts
- Project Reports
- Hazard Assessments
- Monitoring Data

Medical Records

- Occupational Medical Files
- Incident / Accident Reports
- X-Ray Reports
- General Physicals
- Various Lab Work Results
- Notice of Injuries
- Notice of Return to Work
- Letters to/from Physicians
- Occupational Medical Databases
- Worker’s Comp Files / Database

Toxic Exposure Records

- Industrial Hygiene Sampling Data
- Industrial Hygiene Hazard Assessments
- Industrial Hygiene Databases
- Safety Reports
- Site-Developed Area Descriptions and Associated Hazards
- Site-Developed Job Descriptions and Associated Hazards

Contractor Close-out Records

- Project Close Out Records

Dose Exposure Records

- Annual Summary Dose Reports
- Locator Cards (indicating dates, location and contractor/subcontractor of dosimeter assigned)
- Daily Area Exposure Reports
- Quarterly Area Exposure Reports
- Whole Body Reports
- Urinalysis Reports
- Bioassay Results
- Radiological & Environmental Sciences Lab Reports (by month)
- Visitor Dosimetry Badging Reports
- Incident / Accident Reports
- Various Radiological Control Databases
- Various Indexed Details Databases

Environmental Records

- Site ASER/Annual Environmental Reports
- Environmental Monitoring Databases

Records must be managed in accordance with 36 CFR, Subchapter B, "Records Management"; in particular:

- Because of their intrinsic value, best practices to preserve information and records shall be used when records are transferred from one organization or contractor to another. Comprehensive inventories, indexes, finding aids, databases, and other related information are to be transferred to the new custodian of the records.
- As directed by the Government, all Federal records in the possession of the contractor shall be transferred to an approved storage facility or as directed by the Government. This facility may be a NARA records storage facility, a DOE records storage facility or site, or a commercial records storage facility.
- The original records or best available copies are to be provided. If copies rather than original documents are transferred, the contractor shall provide documents that are legible and reproducible.

- Due Diligence Reports/Records

Facility Records

- Facility Maps, Building Maps/Floor Plans/drawings
- Facility Descriptions
- Facility Based Hazard Assessment/Inventory Records/Databases
- Facility Monitoring Records/Databases
- Facility Safety Analysis Reports
- Facility/Building Close Out Records
- Annual and/or monthly summary reports of production, safety, operation events, incidents, accomplishments relevant to exposures for a period of time).

Attachment C-8 – Transition Plan Instructions

The Contractor shall provide a detailed and comprehensive plan for transitioning the work and the workforce in an effective and cost efficient manner from the beginning of the transition period through assumption of full contract responsibility. This plan should describe the Contractor's management approach to all transition activities and discuss how continuity of operations will be maintained throughout the transition period. The Contractor should include the following activities among the transition activities discussed in their plan:

1. Strategy for assuming operational control of all facilities
2. Strategy for assuming responsibility for ES&H functions and activities
3. Strategy for accepting incumbent employees
4. Strategy for accepting assignment of incumbent contractor's subcontracts, and other agreements and commitments including regulatory permits
5. Strategy for the inventory and transfer of Government Property
6. Strategy for assuming control of all business and management systems (e.g. accounting, property, procurement, human resources, information technology, safeguards and security, etc.)
7. Strategy for establishing positive labor-management relations and employee relations at the point of transition, including addressing employee concerns,

The plan should include a schedule of transition activities and address interaction with the incumbent contractor and DOE personnel. It should also address key issues and milestones associated with the transition, identify potential barriers to a smooth transition and/or any potential impacts on continuity of operations, and plans for their elimination or mitigation.

PART I – THE SCHEDULE

**SECTION D - PACKAGING AND MARKING
TABLE OF CONTENTS**

D.1	PACKAGING.....	1
D.2	MARKING	1

D.1 PACKAGING

Preservation, packaging, and marking for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practices and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s).

D.2 MARKING

- (a) Each package, report, or other deliverable shall be accompanied by a cover letter that:
 - (1) Identifies the contract by number under which the item is being delivered;
and
 - (2) Identifies the deliverable item number or report requirement which requires the delivered item(s).
- (b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer (CO), a copy of the cover letter shall be furnished to the CO. However, the CO reserves the right to request a copy of the package, report or deliverable.

PART I – THE SCHEDULE

**SECTION E - INSPECTION AND ACCEPTANCE
TABLE OF CONTENTS**

E.1	DOE INSPECTION AND ACCEPTANCE	1
E.2	FAR 52.246-3, INSPECTION OF SUPPLIES – COST-REIMBURSEMENT (MAY 2001)	2
E.3	FAR 52.246-5, INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984).....	4
E.4	INSPECTION.....	4
E.5	ACCEPTANCE.....	5

E.1 DOE INSPECTION AND ACCEPTANCE

- (a) The Government, through any authorized representatives, has the right at all reasonable times, to inspect, conduct oversight, evaluate, or otherwise assess the work (including construction work) performed or being performed hereunder and the premises in which it is being performed. If any inspection, oversight, or evaluation is made by the Government on the premises of the contractor or a subcontractor, the contractor shall provide and shall require the subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.
- (b) Government inspection, oversight, evaluation, and other assessments of contractor-performed work are for the sole benefit of the Government, and do not:
 - (1) Relieve the contractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the contractor of responsibility for damage to or loss of the material before acceptance;
 - (3) Constitute or imply acceptance; or
 - (4) Affect the continuing rights of the Government after acceptance of the completed work.
- (c) The presence or absence of a Government representative, performing inspection, oversight, evaluation or assessment does not relieve the contractor from any contract requirement, and does not change any term or condition of the specification.
- (d) For construction work:
 - (1) "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
 - (2) Acceptance of construction work shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.
- (e) Acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer (CO), or any authorized representative, as designated in writing by the CO.

**E.2 FAR 52.246-3, INSPECTION OF SUPPLIES – COST-REIMBURSEMENT
(MAY 2001)**

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

“Contractor’s managerial personnel” means any of the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

- (1) All or substantially all of the Contractor’s business;
- (2) All or substantially all of the Contractor’s operation at a plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with performing this contract.

“Supplies” includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) Unless otherwise specified in the Contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.

- (f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph (h) of this clause, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.
- (g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may—
- (i) By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fixed fee paid or payable under the contract;
 - (ii) Require delivery of undelivered supplies at an equitable reduction in any fixed fee paid or payable under the contract; or
 - (iii) Terminate the contract for default.
- (2) Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.
- (h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the nonconformances are due to—
- (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (i) This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.
- (j) The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery, except as provided in this clause or as may be otherwise provided in the contract.

- (k) Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

E.3 FAR 52.246-5, INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)

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

E.4 INSPECTION

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer's Representative (COR) identified by the CO as responsible

for the product, report, or service being delivered, or any duly authorized DOE representative as designated from time to time by the CO in writing. Primary inspection will be conducted at the WVDP but inspection may occur at other DOE sites or the Contractor's location. Inspection criteria used to determine whether the Contractor has met the requirements of the contract include, but are not limited to, compliance with Federal and State Regulations, NRC, OSHA, and DOE Directives and Standards, and Regulatory Agency Agreements. Inspection of services rendered will be conducted in accordance with FAR Clause 52.246-5, Inspection of Services-Cost Reimbursement, and inspection of supplies rendered will be in accordance with FAR Clause 52.246-3, Inspection of Supplies-Cost Reimbursement.

(2) Terminate the Contract for default.

E.5 ACCEPTANCE

Acceptance of all work and effort under this contract (including "Deliverables" in Section J, Attachment J-3) shall be accomplished by the CO, or any representative designated by the CO in this contract or otherwise in writing. Primary acceptance of the contract requirements will be at the WVDP; however, acceptance may occur at other DOE locations or at the Contractor's location. Acceptance criteria which acknowledge items, services and deliverables conform to the applicable contract quality and quantity requirements include: compliance with Federal and State Regulations, NRC, OSHA, and DOE Directives and Standards, Regulatory Agreements, and the performance requirements set forth in the contract.

PART I – THE SCHEDULE

**SECTION F - DELIVERIES OR PERFORMANCE
TABLE OF CONTENTS**

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

F.1 PERIOD OF PERFORMANCE

- (a) The contract period, including the transition period, will consist of all work up to and including the completion of all milestones as defined in Clause B.2.
 - (1) Contract Transition Period – The period for transition of work from the existing West Valley Demonstration Project DOE contractor will begin on July 1, 2011, and end August 29, 2011. If necessary, the Contracting Officer (CO) may direct a change in the contract transition period;
 - (2) Remaining Contract Period – The remaining contract period will begin on August 30, 2011, and end no later than June 30, 2017.

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance of this contract is the West Valley Demonstration Project located approximately 40 miles south of Buffalo, NY.

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

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if—
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

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

PART I – THE SCHEDULE

**SECTION G - CONTRACT ADMINISTRATION DATA
TABLE OF CONTENTS**

G.1	CONTRACT ADMINISTRATION	1
G.2	CORRESPONDENCE PROCEDURES.....	2
G.3	CORRESPONDENCE, REPORTS, AND DELIVERABLES	2
G.4	SUBMISSION OF VOUCHERS/INVOICES.....	3

G.1 CONTRACT ADMINISTRATION

- (a) The name and correspondence address of the Department of Energy (DOE) Contracting Officer (CO) is:

Richard Reffner, Contracting Officer
U.S. Department of Energy
West Valley Demonstration Project
10282 Rock Springs Road
West Valley, NY 14171-9799

- (b) The name and correspondence address of the DOE Contracting Officer's Representatives (CORs) is:

Bryan C. Bower, Contracting Officer's Representative
U.S. Department of Energy
West Valley Demonstration Project
10282 Rock Springs Road
West Valley, NY 14171-9799

Craig R. Rieman, Contracting Officer's Representative
U.S. Department of Energy
West Valley Demonstration Project
10282 Rock Springs Road
West Valley, NY 14171-9799

Performance of the work under this contract shall be subject to the technical direction of DOE COR(s) in accordance with Section I, DEAR Clause 952.242-70, Technical Direction. Any change in any DOE COR may be made administratively by letter from the Contracting Officer consistent with DEAR Clause 952.242-70, Technical Direction.

- (c) The designated paying office for direct payment invoices under the contract is:

Direct Mail Address:

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

Express Courier Address:

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

G.2 CORRESPONDENCE PROCEDURES

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

- (a) **Technical Correspondence:** With the exception of correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract, technical correspondence shall be addressed to the DOE COR with an information copy addressed to the DOE CO.
- (b) **Other Correspondence:** All other correspondence shall be addressed to the DOE CO with information copies of the correspondence to the COR.

G.3 CORRESPONDENCE, REPORTS, AND DELIVERABLES

The following requirements apply to submission of all correspondence, reports, and data deliverables:

- (a) The contractor shall ensure that all correspondence, reports, and data deliverables are as follows:
 - (1) Legible and sequentially numbered; and
 - (2) Written in clear, concise English.
- (b) The contractor shall prepare transmittals as follows:
 - (1) Title page or cover sheet that identifies the contract by number, author, deliverable(s) (including deliverable item number or report requirement), and date; and
 - (2) Text on standard 8 ½" x 11" letter size paper (one-way foldouts or larger sizes may be included with report text).
- (c) The contractor shall submit correspondence, reports, and deliverables as follows:

- (1) All correspondence, deliverables, and reports shall be submitted in electronic format (i.e., searchable PDF and original soft copy) to the CO or designee for uploading to the DOE automated records system (i.e., Livelink) and in hard copy as required and/or requested.;
 - (2) Electronically authorize/sign all correspondence, deliverables and reports and forward all submittals to DOE-WVDP for input to Livelink;
 - (3) All electronic files shall be editable and have all functions normally available in the software in which the data were originally generated. The contractor shall also provide a list of the electronic files that are being provided, along with a designation of the software used. The submission shall also state which contract deliverable, when appropriate, is being met through submission of the correspondence. In the event the contractor uses an internal proprietary software package, a copy of the software shall be provided to DOE.
- (d) The contractor shall develop and implement configuration control over all electronic correspondence files, including a correspondence numbering system. The contractor shall maintain configuration control over changes to information provided by DOE or Government contractors, including but not limited to drawings, specifications, electronic files, letter reports, calculations, analysis reports, etc., as appropriate, using the contractor's established policies and procedures that are in compliance with all National Archives and Records Administration and DOE requirements. The contractor shall assign its own identifying number to information that it either creates or changes.

G.4 SUBMISSION OF VOUCHERS/INVOICES

- (a) VIPERS. The contractor is required to submit payment invoices and supporting documentation electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS) which is accessible at <http://finweb.oro.doe.gov/>. Detailed instructions on how to enroll and use the system are provided on the web page.

The website provides the vendor the following system capability, required EFT banking form/information and instructions:

- (a) Logon to VIPERs
- (b) Request Access
- (c) Vendor Banking Data Form
- (d) Registration

- (e) Invoice Status
 - (f) Electronic Invoicing
-
- (b) Cost Invoices. The contractor shall submit invoices (Standard Form 1034 located at <http://www.gsa.gov/portal/forms/type/SF>). The contractor may submit cost invoices, with supporting documentation, no more than monthly. The contractor is required to submit Project Performance Reports (PPR) on a monthly basis reconciled to the invoice(s) submitted for payment. The PPR period must match that of the invoice period(s) and must be received by DOE at the same time as the submission of the monthly invoice.
 - (c) Fee Invoices. The contractor may submit invoices for semi-annual fee payments based on DOE's fiscal year calendar concurrent with the PPRs. Fee payment(s) will be made after the CO determines whether adjustments/reductions are necessary.
 - (d) Any basis for invoice withholding, adjustment or reduction which is discovered after payment will be corrected on subsequent invoices. If the Government discovers such defects, the CO will notify the contractor in writing. The CO's written notification will explain the nature of the basis for withholding, adjustment, or reduction, as well as specify the dollar amount of the withholding, adjustment or reduction.
 - (e) Nothing in this provision shall affect the rights of either the Government or the contractor under the Section I clause, FAR 52.232-25, Prompt Payment, of this contract. The Government may notify and/or initiate withholding, adjustment, or reduction any time prior to final payment under this contract.
 - (f) In addition to the electronic invoice submission required in G.4(a), the contractor shall submit one copy of the invoice(s), including all supporting documentation to the CO, COR, and DOE-WVDP Budget Analyst. The mailing address for the Budget Analyst is:

Robert E. McGonigle, Budget Analyst
United States Department of Energy
West Valley Demonstration Project
10282 Rock Springs Road
West Valley, NY 14171-9799

PART I -THE SCHEDULE

**SECTION H – SPECIAL CONTRACT REQUIREMENTS
TABLE OF CONTENTS**

H.1	DEFINITIONS.....	1
H.2	NO THIRD PARTY BENEFICIARIES	1
H.3	PROGRAMMATIC RISKS AND UNCERTAINTIES.....	1
H.4	MODIFICATION AUTHORITY	2
H.5	RESERVED.....	2
H.6	DOE CONTRACT ADMINISTRATION AND OVERSIGHT	2
H.7	STOP-WORK AND SHUTDOWN AUTHORIZATION.....	3
H.8	KEY PERSONNEL REPLACEMENT.....	4
H.9	CONTRACTOR GENERAL MANAGER.....	5
H.10	WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES.....	5
H.11	EMPLOYEE COMPENSATION: PAY AND BENEFITS	6
H.12	POST-CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT	10
	PLANS.....	10
H.13	LABOR RELATIONS.....	11
H.14	AGE DISCRIMINATION IN EMPLOYMENT	11
H.15	WORKFORCE RESTRUCTURING.....	11
H.16	PERSONNEL SECURITY CLEARANCES	12
H.17	GOVERNMENT FURNISHED SERVICES AND ITEMS.....	12
H.18	PROJECT CONTROL SYSTEMS AND REPORTING REQUIREMENTS	14
H.19	STAKEHOLDER INTERACTION.....	19
H.20	PAPERLESS DIRECTIVE PROCESSING SYSTEM	20
H.21	PRIVACY ACT SYSTEMS OF RECORDS	21
H.22	PRICE ANDERSON AMENDMENTS ACT NONCOMPLIANCE	22
H.23	DISPOSITION OF INTELLECTUAL PROPERTY-FAILURE TO COMPLETE	22
H.24	COMPLIANCE WITH FIPS PUB 201.....	23
H.25	OVERTIME CONTROL PLAN	23
H.26	STANDARD INSURANCE REQUIREMENTS	23
H.27	WAGE DETERMINATION RATES	23
H.28	LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2010).....	24
H.29	SALE OF PERSONAL PROPERTY	24
H.30	ALLOCATION OF LIABILITY FOR FINES AND PENALTIES TO RESPONSIBLE	24
	PARTY.....	24
H.31	PERMITS, APPLICATIONS, LICENSES, AND OTHER REGULATORY DOCUMENTS.....	24
H.32	PARTNERING.....	25
H.33	LEGAL MANAGEMENT PLAN	26
H.34	AWARD FEE PLAN.....	26
H.35	COOPERATION WITH OTHER SITE CONTRACTORS	26
H.36	COMPLIANCE WITH INTERNET PROTOCOL VERSION 6 (IPV6) IN ACQUIRING INFORMATION TECHNOLOGY.....	28
H.37	CRITICAL SUBCONTRACTORS – DESIGNATION AND CONSENT	28
H.38	SALES AND USE TAXES	28
H.39	PERFORMANCE GUARANTEE AND RESPONSIBLE CORPORATE OFFICIAL	28

H.40	RECOGNITION OF PERFORMING ENTITY	29
H.41	TRANSITION TO FOLLOW-ON CONTRACT	30
H.42	MENTOR-PROTÉGÉ PROGRAM.....	30
H.43	WORK STOPPAGE AND SHUTDOWN AUTHORIZATION.....	30
H.44	EMERGENCY CLAUSE.....	31
H.45	WITHDRAWAL OF WORK.....	32
H.46	USE OF DOE FACILITIES.....	32
H.47	INFORMATION	32
H.48	GOVERNMENT-OWNED PROPERTY AND EQUIPMENT RESPONSIBILITIES FOR CONTRACT TRANSITION PERIOD	34
H.49	PARENT ORGANIZATION SUPPORT.....	34
H.50	CONTRACT CLOSE-OUT	35

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DEFINITIONS

- (a) The term "Act" means the West Valley Demonstration Project Act (P.L. 96-368), unless specifically identified otherwise.
- (b) The term "Records" means both Government-owned and contractor-owned records developed with Government funds.
- (c) The term "Project Premises" means the land as specified in the Cooperative Agreement.
- (d) The term "Project Facilities" means the facilities described in the Cooperative Agreement.
- (e) The term "Additional Facilities" means the facilities described in the Cooperative Agreement.
- (f) The term "NYSERDA" means the New York State Energy Research and Development Authority.
- (g) The term "Center" means the Western New York Nuclear Service Center at West Valley New York.
- (h) The term "WVDP" means the West Valley Demonstration Project.
- (i) The term "Cooperative Agreement" means the Cooperative Agreement entered into between DOE and NYSERDA effective October 1, 1980 as amended September 18, 1981.
- (j) The term "Retained Premises" means the land as specified in the Cooperative Agreement.
- (k) The term "DOE" means the Department of Energy.
- (l) The term "CO" means the Contracting Officer.
- (m) The term "COR" means the Contracting Officer Representative.
- (n) The term "FAR" means the Federal Acquisition Regulation.
- (o) The term "DEAR" means the Department of Energy Acquisition Regulation.
- (p) The term "NEPA" means the National Environmental Policy Act of 1969.
- (q) The term "ISMS" means Integrated Safety Management System.
- (r) The term "ES&H" means Environment, Safety and Health.

H.2 NO THIRD PARTY BENEFICIARIES

This contract is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating, assigning or conferring any right of action or any other right or benefit upon past, present or future employees of the Contractor, or upon any other third party. This provision is not intended to limit or impair the rights which any person may have under applicable Federal statutes.

H.3 PROGRAMMATIC RISKS AND UNCERTAINTIES

- (a) Completion of the Performance Work Statement (PWS) will require the DOE and the Contractor to successfully resolve, mitigate, eliminate, or avoid various types of risk. Risks to the workers, public, and the environment are managed through the Environment, Safety, Health and Quality Assurance (ESH&QA) Program identified in Section C.1.1.1 and the and Integrated Safety Management (ISM) System

identified in Section C.1.1. Risks to project schedule and cost shall be managed within the Project Control System identified in Section H, Clause H.18. The Contractor shall identify, quantify, and develop mitigation strategies for all project schedule and cost risks into the Risk Management Plan. The Risk Management Plan shall identify and incorporate risk mitigation alternatives and the costs associated with the alternatives in the Risk Management Plan as required by Section H.18 to manage other project and regulatory uncertainties. The Risk Management Plan is a project baseline document and is included as part of the project baseline documents required in Section H, Clause H.18.

- (b) The Contractor shall identify significant project and regulatory uncertainties contained within the PWS that, in its opinion, provide a significant risk to cost and schedule. The Contractor shall describe its approach to eliminate, avoid or mitigate these risks in the Risk Management Plan. The Contractor shall implement the actions described and eliminate, avoid or mitigate the risks during performance of the contract.
- (c) When developing approaches to eliminate, avoid or mitigate risks to cost and schedule, the Contractor shall propose an allocation of risk responsibility to the organization best suited to manage the risk. This can result in the Contractor assuming total responsibility, the DOE assuming total responsibility, or a clearly defined method of sharing risk responsibility between the DOE and the Contractor.

H.4 MODIFICATION AUTHORITY

Notwithstanding any of the other provisions of this Contract, the Contracting Officer (CO) shall be the only individual under this Contract authorized to:

- (a) Accept nonconforming deliverables
- (b) Waive any requirement of this Contract, or
- (c) Modify any term or condition of this Contract.

H.5 RESERVED

H.6 DOE CONTRACT ADMINISTRATION AND OVERSIGHT

- (a) The WVDP presents significant work scope challenges to the Contractor, and makes it imperative that the DOE has a focused approach for providing oversight of Contractor work to provide effective DOE oversight of project work. The DOE oversight will be consistent with their approved Contract Management Plan, and shall include review of Contractor progress reports submitted by the Contractor, direct observation by DOE employees, evaluation of all deliverables, and assessment of work in progress.
- (b) The DOE oversight activities will focus on the safe, efficient cost effective accomplishment of contract work scopes. Oversight will be tailored commensurate with the level of difficulty and degree of importance to DOE of the work being performed. This is a performance based contract and although there will always be a certain level of DOE oversight required, DOE expects that those areas wherein the Contractor is skillfully and successfully meeting Contract requirements will require a much lower degree of oversight than any areas in which the Contractor's performance is viewed as marginal or unsuccessful. The Contractor shall respond to DOE oversight and to concerns, findings and observations as identified by the CO or COR during the conduct of these oversight activities. The areas of oversight

are:

- (1) Project Management Oversight: This includes daily field inspections and the monthly assessment of project status, which will be used to determine and validate project performance.
- (2) Contract Management Oversight: Administration and monitoring of the prime contract will be in accordance with the contract terms and conditions which include, but are not limited to, the oversight required under FAR Subchapter G – Contract Management (FAR Parts 42-51) and its supplements.
- (3) Financial Management Oversight: The DOE will review all budgetary data submitted by the Contractor to be provided into the Integrated Planning, Accountability, and Budgeting System (IPABS). The DOE will monitor and audit Contractor funds management practices and procedures to ensure compliance with applicable regulations and statutes.
- (4) Daily Oversight: The DOE Project Director, Facility Representatives and/or Subject Matter Experts will conduct daily oversight and assessments. The purpose of these contacts will be to assess performance. In addition to this daily involvement, the Contractor shall support:
 - (i) Management walkthroughs conducted in areas of the project or locations where work is ongoing.
 - (ii) Specific tours of buildings during the decontamination activities or just prior to demolition, removal or soil excavations.
 - (iii) Periodic walkthroughs by the regulators, site/facility owner or DOE Headquarters personnel.
 - (iv) Employee concerns elevated to the DOE for evaluation.

H.7 STOP-WORK AND SHUTDOWN AUTHORIZATION

- (a) All Contractor and the Department of Energy (DOE) employees have the right to stop any activity, regardless of who is performing the activity, if continuation of that activity would be considered an imminent health and safety hazard.
- (b) “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.
- (c) 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 stop work 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 DOE Contracting Officer.

- (d) Contractor and the DOE employees have the right to recommend a facility shutdown, regardless of who is performing the activity, if continuation of that activity would be considered an imminent danger in relation to

- the Facility Safety Envelope.
- (e) “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) Radiation Exposure, (2) Fire/Explosion, and/or (3) Hazardous Chemical Exposure.
 - (f) 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 management or operators, facility health and safety personnel overseeing facility operations, or other individuals; 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 Project Director. 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.
 - (g) Facility Representatives: DOE personnel designated as Facility Representatives (FR) provide the technical oversight of operations. The FR has the authority to “stop work,” which may apply to the suspension of operations 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) The CO may at any time during the performance of this contract issue an order stopping work in whole or in part due to environmental, safety, and health reasons.
 - (i) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute “contractor representatives” for “the Contracting Officer” in all subcontracts.

H.8 KEY PERSONNEL REPLACEMENT

The personnel specified below are hereby considered “Key Personnel” for the purposes of DEAR Clause 952.215-70, Key Personnel, in Section I:

NAME	TITLE
Ryan A. Dodd	General Manager
Daniel Coyne	Deputy General Manager/Facility Disposition Manager
Benjamin P. Shagula	ESH&Q Manager
Heatherly Dukes	Nuclear Operations and Storage Manager
Raymond Geimer	Waste Operations Manager
John Rendall	Regulatory Strategy Manager

All designated Key Personnel, are considered to be essential to the work being performed hereunder. The General Manager, Deputy General Manager and ESH&Q Manager are required Key Personnel positions. The Contractor shall maintain a minimum of five (5) Key Personnel throughout the contract period. The Contractor may designate the Deputy General Manager to perform other non-Key Personnel collateral duties. Any changes to the Key Personnel positions and/or the Key Personnel individuals specified above that are proposed by the Contractor after contract award will be made solely at the discretion of the

CO. Unless approved in writing by the CO, no Key Personnel position can remain unfilled by a permanent replacement for more than 60 days. Anytime any designated Key Personnel are replaced or removed, for any reason determined by the CO to be under the Contractor's control, within three (3) years of contract award, or within three (3) years of being placed in the position, whichever is later, the Contractor shall forfeit \$500,000 in fee if said Key Personnel is the General Manager, and \$250,000 in fee for each occurrence with all other Key Personnel. Likewise, if within three (3) years of contract award, or within three (3) years of being placed in the position, whichever is later, any Key Personnel voluntarily resigns, the Contractor shall forfeit \$ 500,000 in fee if said Key Personnel is the Contractor's General Manager, and \$250,000 in fee for each occurrence with all other Key Personnel. The Contractor may request, in writing, that the CO waive all or part of these reductions in fee, if special circumstances exist. The CO shall have unilateral discretion to waive or not to waive all or part of a fee reduction.

H.9 CONTRACTOR GENERAL MANAGER

- (a) The Contractor shall designate a General Manager, and shall also designate a Deputy General Manager who will be the Contractor's authorized supervisors for technical and administrative performance of all work performed under the contract. The General Manager shall be the point of contact between the Contractor and the COR under this contract. In the absence of the General Manager, the Deputy General Manager shall be the point of contact between the Contractor and the COR. The position of the General Manager is considered essential to the smooth efficient operation of the contract and must remain filled at all times. In the event the General Manager position is vacated, assumption of the responsibilities by the Deputy General Manager is required.
- (b) The Contractor's General Manager and, in his/her absence, the Deputy General Manager shall receive and execute, on behalf of the Contractor, such technical directions as the CO or COR may issue within the terms and conditions of the contract.

H.10 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES

- (a) Incumbent Employees Hiring Preferences: The Contractor shall use the transition period to make hiring decisions and to establish the management structures necessary to conduct an employee relations program. In establishing an initial workforce, and through the first six months after Contract award, the Contractor shall give a first preference in hiring for vacancies in non-managerial positions under this Contract to qualified Incumbent Employees (see definition in (a)(1) below). This requirement does not apply to the Contractor's hiring of management staff (i.e., first line supervisors and above).
 - (1) Incumbent employees are the employees who are on the regular payroll of the incumbent contractor, West Valley Environmental Services Company, at the time that the responsibility for contract performance is assumed by the successor contractor.
- (b) After the Workforce Transition Period and continuing throughout the remaining period of performance under this contract, the contractor shall give a preference in hiring for vacancies to individuals who are eligible for the hiring preference contained in the Clause Section I of this contract entitled "DEAR 952.226-74,

Displaced Employee Hiring Preference” and with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time regarding the preferential hiring of employees.

H.11 EMPLOYEE COMPENSATION: PAY AND BENEFITS

The Contractor shall fully comply with all requirements of DOE Order 350.1 Change 3 whether or not the requirement is specifically identified herein.

- (a) Contractor Employee Compensation Plan
The Contractor shall submit within 30 days of Contract award, a Contractor Employee Compensation Plan demonstrating how the Contractor will comply with the requirements of this contract. The Contractor Employee Compensation Plan shall be fully compliant with the requirements of DOE Order 350.1 Change 3 and shall describe the Contractor’s policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce. Once the plan has been approved by DOE no changes may be made to the plan without prior DOE approval.
- (b) Annual Contractor Compensation Increase Plan
The Contractor shall submit annually for DOE approval a Compensation Increase Plan in accordance with DOE Order 350.1 Change 3.
- (c) Total Compensation System
The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system including a compensation system Self-Assessment Plan consistent with FAR 31.205-6, and DEAR 970.3102-05-6, “Compensation for Personal Services” (Total Compensation System), shall be fully compliant with the requirements of DOE Order 350.1 Change 3, and DOE approved standards (e.g. set forth in an advance understanding or appendix), if any, shall be applied to the Total Compensation System. The Contractor’s Total Compensation System shall meet the tests of allowability established by and in accordance with FAR 31.205-6 and DEAR 970.3102-05-6, be fully documented, consistently applied and acceptable to the Contracting Officer. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor’s documented Contractor Employee Compensation Plan approved by the Contracting Officer.
- (d) Appraisals of Contractor Performance
DOE will conduct periodic appraisals of Contractor performance with respect to Total Compensation System implementation. Such appraisals will be conducted through either DOE validation of the Contractor’s performance self-assessment of its Total Compensation System or third party expert review.
- (e) Reports and Information
The contractor shall provide the Contracting Officer all reports and information required by DOE Order 350.1 Change 3 including but not limited to the following reports and information with respect pay and benefits provided under this contract.
 - (1) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts.
 - (2) A list of the top five most highly compensated executives as defined in FAR 31.205-6(p)(2)(ii)(b) and their total cash compensation at the time of contract

award, and at the time of any subsequent change to their total cash compensation.

- (3) An Annual Report of Contractor Expenditures for Employee Supplemental Compensation through DOE's Workforce Information System (WFIS), Compensation and Benefits module no later than March 1st of each year.
- (4) A performance Self-Assessment of the Total Compensation System implementation and results to include an evaluation of total benefits using the Employee Study and the Employee Benefits Cost Survey Comparison analysis described in (j)(3)(i) and (ii) below.

(f) Pay and Benefits Programs

The Contractor shall establish pay and benefit programs for employees in accordance with applicable law, any applicable collective bargaining agreement(s), and conditions of this contract, and the following requirements as set forth below; provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

(g) Pay

- (1) The Contractor shall provide equivalent pay and comparable benefits to incumbent employees. Incumbent employees shall remain in their existing pension plans pursuant to pension plan eligibility requirements and applicable law. The Contractor shall carry over the length of service credit and leave balances accrued as of the date of the Contractor's assumption of contract performance. Comparability of the total benefit package shall be determined by the Contracting Officer in his/her sole discretion.
- (2) Non-Incumbent Employees are employees who do not meet the definition of an Incumbent Employee as defined in clause H.10 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES, and are hired by the Contractor after the contract award date as defined in the contract. All non-incumbent employees hired by the contractor shall receive pay which is competitive with the industry from which the contractor recruits its employees, and in accordance with the terms and conditions of this contract, any applicable collective bargaining agreements(s), and applicable law, including Section 4(c) of the Service Contract Act, as applicable.

(h) Pension and Other Benefits

The contractor shall provide a total package of benefits to Incumbent Employees, and all other employees who are hired by the contractor in accordance with the terms and conditions of this contract, any applicable collective bargaining agreement(s), and applicable law. The contractor shall comply with all applicable requirements of DOE Order 350.1 Change 3.

(i) Cash Compensation

- (1) The contractor shall submit the following to the Contracting Officer for a determination of cost allowability for reimbursement under the contract:
 - (i) Any additional compensation system self-assessment data requested by the Contracting Officer that may be needed to validate and approve the Total Compensation System.
 - (ii) Any proposed major compensation program design changes prior to implementation.
 - (iii) An Annual Compensation Increase Plan (CIP).
 - (iv) Individual compensation actions for the Key Personnel, including initial and proposed changes to base salary and/or payments under an Executive Incentive Compensation Plan.

- (v) Any proposed establishment of an incentive compensation plan (variable pay plan/pay-at-risk).
- (2) The Contracting Officer's approval of individual compensation actions will be required for key personnel as identified in the Key Personnel Replacement clause of this contract, and all other named key personnel, management and senior personnel as identified by the Contracting Officer.
- (3) Severance pay is not reimbursable under this contract for an employee who:
 - (i) Voluntarily separates, resigns or retires from employment,
 - (ii) Is offered comparable employment with a successor/replacement contractor,
 - (iii) Is offered comparable employment with a parent or affiliated company, or
 - (iv) Is discharged for cause.
- (4) Service credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract.
- (j) Pension and Other Benefit Programs:
 - (1) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans.
 - (2) Cost reimbursement for pension and other benefit programs sponsored by the Contractor will be based on the Contracting Officer's approval of the contractor actions pursuant to an approved "Employee Benefits Value Study" and an "Employee Benefits Cost Survey Comparison" as described in (i) and (ii) below.
 - (3) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in paragraphs (i) and (ii) below. The studies shall be used by the contractor as part of its performance self assessment described in Paragraph (e)(4) above and in calculating the cost of benefits under existing benefit plans. In addition, the Contractor shall submit updated studies to the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan.
 - (i) An Employee Benefits Value Study (Ben-Val), every two years, which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor measured against the RV of benefit programs offered by comparator companies approved by the Contracting Officer. To the extent that the value studies do not address post retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post retirement benefits other than pensions using external benchmarks for nationally recognized and Contracting Officer approved survey sources and,
 - (ii) An Employee Benefits Cost Study Comparison, annually that analyzes the Contractor's employee benefits cost on a per capita basis per full time equivalent employee and as a percent of payroll and compares it with a Contracting Officer approved broad based national survey.
 - (iii) When net benefit value exceeds the comparator group by more than five percent, the contractor shall submit a corrective action plan to the

- (iv) Contracting Officer for approval.
 - (iv) When the average total benefit per capital cost or total benefit cost as a percent of payroll exceeds the comparator group by more than five percent, when and if required by the Contracting Officer, the contractor shall submit an analysis of the specific plan costs that are above the per capita cost range or total benefit cost as a percent of payroll and a corrective action plan to achieve conformance with a Contracting Officer directed per capita cost range or total benefit cost as a percent of payroll.
 - (v) Within two years of Contracting Officer approval of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and per capita cost range as approved by the Contracting Officer.
 - (vi) The contractor shall submit the Report on Contractor Expenditures for Supplementary Compensation for the previous calendar year via the DOE Workforce Information System (WFIS) Compensation and Benefits Module no later than March 1 of the current calendar year.
 - (vii) The contractor may not terminate any benefit plan during the term of the contract without prior approval of the Contracting Officer in writing.
 - (viii) Cost reimbursement for Post Retirement Benefits (PRBs) is contingent on DOE approved service eligibility requirements for PRBs that shall be based on a minimum period of continuous employment service not less than five years under a DOE cost-reimbursement contract(s) immediately prior to retirement. Notwithstanding the previous sentence, the costs of PRBs will be reimbursed for individuals meeting the DOE approved eligibility requirements of the applicable approved employee benefit plan. Unless required by Federal or state law, advance funding of PRBs is not allowable.
- (g) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs
- (1) The Contractor shall establish or maintain a separate pension plan(s), distinct from any corporate or other pension plan, meeting the requirements of the Internal Revenue Code (IRC) and the Employee Retirement Income Security Act (ERISA) that recognizes service credit earned under the Westinghouse Government Service Group West Valley Pension Plan.
 - (2) Contractor policies, practices, and procedures used in the administration of pension plans shall be consistent with law and regulation.
 - (3) Each pension plan shall cover only Contractor employees working under the West Valley Demonstration Project Phase I Decontamination and Decommissioning contract and shall stand alone as a separate pension plan distinct from a Contractor's corporate or other pension plan.
 - (4) For each pension plan or portion of a pension plan for which DOE reimburses costs, the Contractor shall provide the Contracting Officer with the following information within nine months of the last day of the current pension plan year.
 - (i) Copies of IRS forms 5500 with schedules; and
 - (ii) Copies of all forms in the 5300 series that document the establishment, amendment, termination, spin-off, or merger of a plan.
 - (5) Prior to the adoption of any changes to a pension plan for which DOE reimburses costs, the contractor shall submit the information required below, as applicable, to the Contracting Officer for approval or disapproval and a

determination as to whether the costs to be incurred are consistent with the Contractor's documented Contractor Employee Compensation Plan and are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

- (i) For proposed changes to pension plans and pension plan funding, an analysis of the impact of any proposed changes on actuarial accrued liabilities and an analysis of relative benefit value; and,
 - (ii) The Contractor shall obtain the advance written approval of the Contracting Officer for any non-statutory pension plan changes that may increase costs or liabilities, and any proposed special programs (including, but not limited to, plan-loan features, employee contribution refunds, or ancillary benefits) and shall provide DOE with an analysis of the impact of special programs on the actuarial accrued liabilities of the pension plan, and on relative benefit value, if applicable.
- (6) At contract expiration or termination as a part of the transition to another entity awarded the successor contract, the Contractor shall transfer sponsorship of the site-specific pension plan(s) covering employees under the Westinghouse Government Service Group West Valley Pension Plan, as directed by DOE.
- (7) The Contractor shall not terminate any pension plan without at least 60 days notice to and the approval of the Contracting Officer prior to the scheduled date of plan termination.

H.12 POST-CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS

- (a) If this contract expires, terminates and/or is terminated partially or completely and DOE has not awarded a contract to a new contractor under which a new contractor becomes a sponsor and/or primary sponsor and/or assumes partial or primary responsibility for management and administration of the Plans, or if the Contracting Officer determines that the scope of work under this contract has been completed (any one such event may be deemed by the Contracting Officer to be "Contract Completion" for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this contract, the following actions shall occur regarding the Contractor's obligations regarding the Plans at the time of Contract Completion:
- (1) Subject to Paragraph (a)(2) below, and notwithstanding any legal obligations independent of this contract, the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the contractor shall remain a sponsor of the Plans, in accordance with applicable legal requirements.
 - (2) The contractor and DOE shall exercise their best efforts to reach agreement on the contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of "contract completion." However, if the parties have not reached agreement on the contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of "Contract Completion," unless and until such agreement is reached, the contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for

continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting officer, the Contractor's costs will be reimbursed pursuant to applicable contract provisions.

H.13 LABOR RELATIONS

- (a) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.
- (b) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives prior to negotiations of any collective bargaining agreement or revision thereto and shall consult with and obtain the approval of the Contracting Officer regarding appropriate economic bargaining parameters, including those for pension and medical benefit costs, prior to the contractor entering into the collective bargaining process. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which can be calculated to affect allowable costs under this contract or which could involve other items of special interest to the Government. During the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer before proposing or agreeing to changes in any pension or other benefit plans.
 - (1) The contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR Subpart 22.1 and DEAR Subpart 970.2201 and all applicable Federal and state labor relations laws.
 - (2) The contractor will notify the Contracting Officer or designee in a timely fashion of all labor relations issues and matters of local interest including organizing initiatives, unfair labor practice, work stoppages, picketing, labor arbitrations, and settlement agreements and will furnish such additional information as may be required from time to time by the Contracting Officer.

H.14 AGE DISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate against any employee, applicant for employment, or former employee on the basis of age. The Contractor shall comply with the Age Discrimination in Employment Act, with any state or local legislation regarding discrimination based on age, and with all applicable regulations there under.

H.15 WORKFORCE RESTRUCTURING

Notwithstanding any other provision in this Contract, when the Contractor determines that a reduction of force is necessary, the Contractor shall notify the Contracting Officer in writing in accordance with DOE Order 350.1 Change 3 and other related guidance. The Contractor shall provide information as directed by the Contracting Officer related to workforce restructuring activities and to enable compliance with Section 3161 of the

National Defense Authorization Act for Fiscal Year 1993 and any other DOE guidance pertaining to employees who may be eligible for provisions of the Act. The Contractor shall 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 and Clause H.10, Workforce Transition and Employee Hiring Preferences.

H.16 PERSONNEL SECURITY CLEARANCES

- (a) The contractor is required to conduct pre-employment investigative screening of its prospective employees in order to ensure trustworthiness and reliability. The contractor shall provide certification to the Contracting Officer (CO) that an investigative screening has been completed prior to employment. The certification shall include verification of identity, previous employment and education, and the results of credit and law enforcement checks.
- (b) Security Police Officers assigned by the contractor to work at the DOE site will be required to obtain a security clearance. The level of clearance is as follows:

Clearance level

L – confidential

Under this contract, contractor personnel may be required to have an “L” clearance level. **Key Personnel (FOR PURPOSES OF THIS CLAUSE, KEY PERSONNEL REFERS TO MEMBERS OF THE BOARD OF DIRECTORS AND THE PROJECT GENERAL MANAGER) shall be required to have or be able to obtain an “L” clearance level.**

- (c) This requirement may be waived by the CO for personnel not involved with classified information while clearances are being processed, or for personnel associated with the program for short periods of time, such as consultants.
- (d) The contractor shall retrieve and dispose of badges for employees: 1) who are no longer working on the contract; 2) who no longer require access; 3) when their badge expires; or 4) when the contract expires or is terminated.

H.17 GOVERNMENT FURNISHED SERVICES AND ITEMS

The DOE and the Contractor recognize that implementation of the PWS is dependent upon many activities, including the provision of Government Furnished Services and Items (GFSI) to the Contractor. The Government will make available to the Contractor in the performance of the contract all items listed in the Property List.

In addition to the items listed in the Property List, Table H-1 provides a description of the services and systems to be provided by DOE to the Contractor under this contract. 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:

- GFS/I Request: a 12-month advance projection of GFS/I to be furnished under the Contract, to be submitted within 60 days of contract award and prior to each fiscal year; and

- GFS/I Update (if needed): a quarterly update to the projection of GFS/I to be furnished under the Contract, to be submitted prior to each quarter.

DOE will review the GFS/I Request and GFS/I Update. 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 Table H.1, Detailed Description of Government Furnished Services and Items, as a DOE commitment to the Contractor.

If DOE cannot support a Contractor request, DOE will notify the Contractor within 30 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.

Table H.1 DETAILED DESCRIPTION OF GOVERNMENT FURNISHED SERVICES AND ITEMS		
Scope	Requirement	GFS/I
The Contractor shall support DOE EM by performing infrastructure support as described in Section C, PWS.	DOE shall ensure Government controlled data systems are available for Contractor access as needed to provide infrastructure activities	DOE will ensure the following systems are available to the Contractor throughout the period of performance of this contract: <ul style="list-style-type: none"> • Integrated Planning Accountability and Budget System (IPABS) • Facility Information Management System (FIMS) Computerized Accident/Incident Reporting System (CAIRS) • Non-Compliance Tracking System (NTS) database • Occurrence Reporting and Processing System (ORPS) • Foreign Access Central Tracking System (FACTS) database • Federal Telephone System • Access Condition Assessment Information System (CAIS) • Work Force Information System (WFIS) • Primavera P6 Professional Project Management Scheduling Software (DOE-EM will provide the most current version and any licenses and maintenance fees)

<p>The Contractor shall submit documentation, reports, etc., to DOE during performance of the activities in the PWS.</p>	<p>DOE shall provide comments and/or approval of documentation, reports, etc.</p>	<p>DOE will use its best efforts to provide comments and/or approval of documentation, reports, etc., in a timely manner. Typical response times include: Project Baseline: 30 business days Baseline Changes: 30 business days Regulatory Submittals (with the exception of the RCRA Part B Permit Application): 30 business days General Correspondence: 5 business days Project Plans: 20 business days The above time frames do not apply to documents or submittals that require review, concurrence, or approval at any level other than local WVDP personnel.</p>
<p>The Contractor shall store, characterize, process, package, ship and dispose of waste in accordance with applicable laws, regulations and DOE directives.</p>	<p>DOE shall provide disposal rates and requirements for waste disposal using the Low Level/Mixed Low Level Radioactive and Hazardous Waste Treatment ID/IQ contracts or the Nevada National Security Site (NNSS).</p>	<p>DOE will make the Low Level/Mixed Low Level Radioactive and Hazardous Waste Treatment ID/IQ contracts available for use as necessary by the Contractor. DOE will provide the NNSS estimated disposal rates annually by September 30.</p>
<p>The Contractor shall maintain, safeguard, and disposition records acquired from a predecessor contractor in accordance with applicable federal laws, regulations and DOE Directives as described in <i>Records Management</i> in C.1.3.3.</p>	<p>DOE shall review/inspect the Government Records before release to the successor contractor.</p>	<p>Records acquired from a predecessor contractor(s) for the performance of work under this contract are being provided as Government Furnished Items.</p>

Note: The review/inspection of records from a predecessor contractor, prior to being released to a successor contractor will typically take place during the contract close-out phase to ensure records have been managed appropriately and can be turned over to a successor contractor. The listing of records as Government-Furnished Services and Items (GFS&I) does not make records Government “Property” in the sense that records cannot be donated or given away under Property regulations.

H.18 PROJECT CONTROL SYSTEMS AND REPORTING REQUIREMENTS

A. Project Control System

1. The contractor shall establish, maintain and use a project control system that accurately reflects the project status relative to cost and schedule performance, and tracks changes to the baseline. The project control system shall reflect the project status relative to cost and schedule performance, and tracks changes to the baseline. This system shall be fully integrated with the financial accounting system to ensure consistent reporting of costs. The contractor shall maintain a project control system in accordance with the following requirements:
 - i. Attachment 1 to DOE Order 413.3A, Change 1, Program and Project

- Management for the Acquisition of Capital Assets, November 17, 2008, and its implementing manual, DOE Manual 413.3-1
 - ii. American National Standards Institute, Earned Value Management System Guidelines ANSI/EIA-748-1998
 - iii. Code of Federal Regulations, 48 C.F.R. Subpart 34.2—Earned Value Management System
 - iv. Work Breakdown Structures, MIL-HDBK-881A
 - v. Data Item Description, DI-MGMT-81334C, Contract Work Breakdown Structure
 - vi. Data Item Description, DI-MGMT-81650, Integrated Master Schedule (IMS)
 - vii. Data Item Description, DI-MGMT-81466A, Contract Performance Report (CPR)
 - viii. Integrated Planning, Accountability, and Budgeting System Information Systems (IPABS-IS) Data Requirements, February 16, 1999
 - ix. Integrated Planning, Accountability, and Budgeting System (IPABS) Handbook, February 16, 1999
 - x. HQ Baseline Change Control Charter, Office of Environmental Management, Rev. 0, June 23, 1999
 - xi. DOE G 430.1-1, Cost Estimating Guide
 - xii. Primavera Project Manager most current version, for scheduling activities to ensure standardization as required by DOE-EM and to allow integration with the EM Integrated Schedule (IS).
 - xiii. Costs incurred in performance of this contract shall be reported in compliance with the Environmental Cost Element Structure (ECES), ASTM International Designation E: 2150-04 and in a format ready for incorporation into DOE's Environmental Cost Analysis System (ECAS) database.
- 2.
 - (a) The Contractor shall submit to the DOE Contracting Officer (CO) and the DOE Federal Project Director (FPD) a detailed written Project Control System Description (PCSD) of the proposed project control system and Project Management Plan (PMP) for review and approval within 60 calendar days after award of this contract. Cost effective, tailored application of controls will be a critical factor in determining acceptability of the proposed system.
 - (b) DOE will conduct a compliance review of the Earned Value Management System (EVMS) and independent review(s) of the Contractor's proposed baseline per DOE Order 413.3A to determine whether the requirements of this contract clause are met. The Contractor shall be prepared to successfully gain Earned Value Management System certification twelve months after contract award and successfully complete the independent review(s).
 - (c) The contractor shall utilize the Primavera 6.0 (P6) scheduling software (and updates to the 6.0 version) in accordance with the May 1, 2008, HQ Memorandum, *Primavera Enterprise System*, that established it as the EM standard.
- 3. The Department of Energy (DOE) Contracting Officer Representative (COR) or designated representatives will conduct a compliance review of the contractor's proposed project control system to determine if the EVMSD and procedures meet the intent of this contract clause within 30 days after the Contractor's submission of

their EVMSD. The Contractor shall provide the CO, or designated authorized representatives, access to any and all information and documents comprising the Contractor's project control and reporting system. The Contractor shall obtain certification that its EVMS is in conformance with ANSI/EIA-748 standards within 12 months of the contract award date.

B. Baseline Development and Cost Collection

1. The contractor shall develop and submit for approval by the CO, a baseline consistent with the terms and conditions of this contract and its proposal within 60 days after the contract award date. The baseline shall be developed in accordance with items (i) through (vii) of the requirements noted in section one and include the entire baseline with a detailed development of the scope, cost, and schedule for the scope identified in the Performance Work Statement (PWS). The baseline shall include key performance milestones (regulatory, DOE, and incentive). The detailed baseline must match the PWS and align with the Target Cost and Fee funding profile. For work scope beyond the term of the contract, summary planning packages and rough order of magnitude estimates may be used for the balance of the life cycle scope in accordance with items (i) through (vii) of the requirements noted section one. The Work Breakdown Structure (WBS) for the work scope shall provide the basis for all project control system components, including estimating, scheduling, budgeting, performing, managing, and reporting, as required under this contract. The contractor shall identify the WBS elements that will roll up to DOE's Project Baseline Summary (PBS) levels.
2. The Contractor shall develop a Risk Management Plan (RMP) in accordance with DOE Order 413.3A, Change 1, that identifies internal and external risks to achieve the project baseline including programmatic, operational, legislative, regulatory, institutional, and other requirements, constraints, and assumptions that may affect technical, schedule, and cost baselines. The RMP will define, analyze and provide a quantitative assessment of potential technical, performance, cost and schedule risks, as well as document actions taken and planned to mitigate potential impacts to scope execution. The Contractor shall provide its assessment of the impact of these uncertainties on project execution. The Contractor shall describe its approach to eliminate, avoid, or mitigate (risk handling) the risks. When developing approaches to eliminate, avoid or mitigate risks, the Contractor shall propose an allocation of risk responsibility to the organization best suited to manage the risk. The RMP shall be submitted with the Contract Performance Baseline and annually after that by August 15.
3. Cost estimates shall be integrated with the WBS and estimating methodologies used shall be consistent with items (i) through (vii) of the requirements noted in section one. Costs shall be discernable by direct, indirect and fee. The project control system must maintain capability to provide Total Estimated Cost, Total Project Cost, Estimate-to-Complete, and Estimate-at-Completion, along with tracking of the Target Cost and Target Schedule. The cost estimate format elements shall be compatible with ECES, ASTM International Designation E: 2150-04.
4. Schedules shall be developed (with the current version of Primavera provided by the DOE-EM) that integrate with the Corporate WBS, DOE-EM Enterprise Project Control System (EPCS) and shall be consistent with items (i) through (vii) of the requirements noted in section one. The EPCS guidelines define the minimum set of criteria (formats, Enterprise Project Structure, activity and project codes, user defined fields, database location and communication processes, etc.) required to

integrate contractor schedules into the DOE-EM enterprise system. All project work scope shall be included regardless of funding source. Each Project will have assigned duration based on work scope. Activity logic links shall depict all work scope constraints and decision points and shall be integrated into a total project network schedule. The project schedule shall clearly depict critical path activities and milestones. Activities shall be resource loaded at the lowest practical level of the WBS, but at a minimum at the work package level at least two levels below the It is expected that the project resource profiles are supported by site staffing analysis. EM will provide Primavera licenses and maintenance fees associated with the license.

5. The Contractor shall analyze DOE proposed or directed funding changes for its impact on technical, schedule, and cost elements of the baseline, along with potential impacts to the total estimated cost and schedule of the contract. Any Contractor requested changes or DOE directed changes should be addressed through the established change control process. The process will not, in and of itself, have the authority to change the total estimated cost or schedule of the contract, nor is agreement or acceptance by DOE of a change through the change control process sufficient to support a concurrent contract change. Only the Contracting Officer acting within the capacity of their warrant has the ability to add, alter, or eliminate the terms and conditions of the contract
6. Any contractor requested changes or DOE directed changes should be addressed through the established change control process detailed in Section D of this clause entitled "Baseline Change Management." This process will not, in and of itself, have the authority to change the Project Target cost and schedule of the contract, nor is agreement or acceptance by DOE of a change through the change control process sufficient to support a concurrent contract change. Only the Contracting Officer acting within the capacity of their warrant has the ability to add, alter, or eliminate the terms and conditions of the contract.
7. Prior to the release of funds for each fiscal year, DOE will analyze the baseline for that fiscal year. By June 30 each year, DOE will provide an estimate of any budget restrictions or specific technical or schedule guidance for the upcoming fiscal years through the remainder of the project. The contractor shall prepare a project performance forecast for all upcoming fiscal years from the approved project baseline.
 - (a) The Contractor shall submit budget allocations to each PBS for the upcoming fiscal year with a focus on differences to the work activities described in the baselines for that specific year. This deliverable is known as the PBS Budget Allocation Plan and shall be approved by the CO.
8. The contractor shall provide on a monthly basis Contract Performance Report (CPR) formats 1 through 5. The reports shall be consistent with item (vii) of the requirements noted in section one and the contractors EVMSD. The CPR data shall accurately reflect how work is being planned, performed, and measured and shall be consistent with the actual contract status. Format 5 Variance Analyses are required for Control Accounts (CA) with current or cumulative cost or schedule variances consistent with the PCSD. The preparation of CPRs formats 1 through 5 are required to be developed and delivered to the CO by the twentieth day of each month with the earned value analysis of the prior month (e.g. November results reported by the twentieth day of December). The CPR formats 1 through 5 shall be delivered as MSEXcel (XLS) files.
9. The contractor shall evaluate the Estimate-at-Completion for each CA on a monthly basis to ensure that it is consistent with observed trends in performance, emerging

- or resolved issues, and changes in the assessment of project risk. The reports shall be consistent with item (vii) of the requirements noted in section one and the contractors EVMSD. The results of the evaluation shall be transmitted to the CO.
10. All actual direct costs incurred for resources applied in the performance of work shall be recorded on a timely basis each month. Actual costs incurred must be recorded in the same accounting period that performance is measured and recorded. An accrual log shall be maintained and used to indicate delivery of materials where invoices have not been received and paid. Accruals for received and not invoiced materials may be entered in the current ACWP field of the earned value system. Any indirect costs shall also be collected and appropriately allocated to the PBSs per the approved Cost Accounting Standard Disclosure Statement.
 11. Costs shall be collected at the charge number level, with the ability to be summed through the WBS, PBS, and by major contractor functional organization. Mischarges on time cards or other administrative or accounting errors shall be corrected prior to invoicing the Government.

C. Project Reporting

1. The contractor shall provide on a monthly basis Contract Performance Report (CPR) formats 1 through 5. The reports shall be consistent with item (vii) of the requirements noted in section one and the contractors EVMSD. The CPR data shall accurately reflect how work is being planned, performed, and measured and shall be consistent with the actual contract status. Format 5 Variance Analyses are required for Control Accounts (CA) with current or cumulative cost or schedule variances that have been approved in the PCSD. The preparation of CPRs formats 1 through 5 are required to be developed and delivered to the CO by the fifteenth of each month with the earned value analysis of the prior month.
2. Plans and reports shall be prepared in such a manner as to provide for consistency with the contract. The contractor's reporting system shall be able to provide for the following at the CA level:
 - i. Timely incorporation of contractual changes affecting estimated cost and schedule;
 - ii. Reconciliation of estimated costs for those elements of the WBS with current performance measurement budgets in terms of changes to the authorized work and internal re-planning;
 - iii. Changes to records pertaining to work performed that will change previously reported costs for correction of errors; and
 - iv. Revisions to the contract estimated costs for DOE-directed changes to the contractual effort.
3. The contractor shall provide the CO, or designated authorized representatives, full access to any and all information and documents comprising the contractor's project control and reporting system, including read-only access to associated electronic information systems.
4. The contractor shall include graded reporting requirements in all subcontracts adequate to fairly evaluate performance and support the contractor reporting requirements.

D. Baseline Change Management

1. The baseline is the source document for all project control and baseline change management. The processes for managing and administering changes to all elements of the baseline shall be timely, formal, and documented. Baseline changes may be proposed in accordance with the Federal Acquisition Regulation

(FAR) Clause 52.243-2 "Changes-Cost Reimbursement" or other clauses of this contract. Baseline changes shall be proposed when:

- i. Necessitated by project delays, events or other impacts outside the control of the Contractor that result in an impact to the Contractor's ability to meet the overall target cost and schedule and target fee structure;
- ii. The parties have negotiated an equitable adjustment in accordance with the section I clause entitled, "Changes - Cost Reimbursement" or other clauses of this contract.

NOTE: The baseline change control thresholds for scope, cost and schedule shall be adhered to the approved values in the PCSD.

- iii. Additional work scope can only be authorized by the CO regardless of the threshold level.
2. The approval authority for any change to the Target Schedule or Target Cost shall be the Assistant Secretary for Environmental Management. The Assistant Secretary for Environmental Management shall approve any change to Target Cost that would require additional funding.
3. Change control shall be submitted to the CO for all items in D.1 above. Change control that does not affect these items but is a result of scheduling within major milestones shall be provided to the CO for notification upon contractor internal approval. Only the CO can authorize work scope changes.
4. In some circumstances the contractor might exceed authorized budget levels for a WBS element when a baseline change is not warranted, such as for cost overruns; however, the contractor shall not exceed the authorized funding level by PBS or as identified by DOE. The monthly Estimate-to-Complete Analysis shall track and manage changes in funding at each ABB level.
5. The CO will establish specific change control time frames for consideration and approval. Each change control threshold level shall accommodate emergency changes. Retroactive changes that affect schedule and cost performance data are not allowed except to correct administrative errors. A record of all approved changes shall be maintained through the life of the project. Change control records shall maintain a clear distinction between approved changes in funding and baseline changes. Ownership of Change Control Board records and Project Management records resides with DOE.
6. Any changes to cost, schedule or fee shall be executed only through a contract modification by the Contracting Officer pursuant to the contract terms and conditions. Baseline changes will not imply the need for changes to cost, schedule or fee.

H.19 STAKEHOLDER INTERACTION

The Contractor shall, in addition to its own employees, engage in cooperative interactions through and with these organizations, including but not limited to:

U.S. Nuclear Regulatory Commission (NRC)
U.S. Environmental Protection Agency (USEPA)
New York State Department of Environmental Conservation (NYSDEC)
New York State Energy Research and Development Authority (NYSERDA)
Occupational Safety and Health Administration (OSHA)
Department of Energy Environmental Management Consolidated Business Center
(EMCBC)
Department of Energy Headquarters (DOE-HQ)

Congressional Staff
U.S. Department of Labor (DOL)
Inspector General (IG)
U.S. Attorney's Office
Government Accountability Office (GAO)
Defense Contract Audit Agency (DCAA)
West Valley Citizens Task Force
Coalition on West Valley Nuclear Wastes
Seneca Nation of Indians
Local Emergency Responders and Law Enforcement
Other State and Federal Agencies, as applicable.

H.20 PAPERLESS DIRECTIVE PROCESSING SYSTEM

- (a) The Contractor, in addition to complying with applicable laws, rules, and other regulations, shall comply with those DOE Orders and other Directives applicable to contractors, with the applicable departmental policies, plans, programs, and management directives, and with all changes to assigned work as agreed to by the Contractor and the CO or designee.
- (b) DOE has developed a list of applicable DOE Directives, and is appended to the Contract as Section J, Attachment J-2. The Contractor shall comply with the directives identified in such list. The Contractor shall make no claim, including a claim for equitable adjustment under the Changes clauses of this contract, for additional costs, fee or extension of time of performance relating to compliance with the directives in such list.
- (c) The Baseline List of Directives Applicable to the Contract will be revised and issued, by the DOE CO, as a contract modification, as necessary. The CO may direct the Contractor to comply with additional DOE directives and local directives and revisions thereto, as follows:
 - (1) Pursuant to and in accordance with the "Changes" clause of the contract with respect to changes in directives within the general scope of this contract,
 - (2) Pursuant to any Environment, Safety, and Health provisions of this contract, and in accordance with the Changes clause of this contract with respect to changes in directives involving safety, environment, health and quality.
- (d) At least once a month, the Contractor will extract orders, directives, manuals, technical orders, guides etc directly from the DOE Paperless Directive System utilizing the Internet as notification of their availability by DOE electronic prompting. Copies of DOE directives may be obtained without charge from the CO or by citing the number of this contract in a written request sent to the following address:

US DOE
Distribution Section
Forrestal Building
Washington, DC 20585

- (e) The CO and his/her representative(s) expressly authorized in writing to do so are the only government officials authorized to provide explanations as to the applicability of directives. The CO is the only Government Official authorized to resolve conflicting requirements involving directives and their applicability to the Contract.
- (f) Upon extraction of new or revised orders, directives, manuals, technical orders,

guides etc the Contractor shall review it for consistency with the other terms of this contract and for impacts on funding, manpower and other provisions of the contract. If the Contractor considers the document to be consistent with the other terms of this contract and it can be implemented within existing funds, manpower, and other provisions of the contract and implementation is not anticipated to require an increase to the contract value, or to have a negative impact on the contract schedule, or other obligations of the Contractor, the Contractor shall establish an implementation schedule, and so advise DOE within 30 calendar days of receipt. In the event the Contractor considers the directive to be inconsistent with the other terms of this contract or the requirements of the directive cannot be implemented without an increase to the contract value and within existing funding, manpower, and other provisions of the contract, the Contractor shall so advise the Contracting Officer (CO) within 30 calendar days of receipt. Such notice shall include the basis for the claimed inconsistency the projected cost of implementation, including an explanation of the need for a contract increase, and identification in excess of current funding, manpower, and other provisions of the contract. After evaluation of the Contractor's position, the CO shall issue direction to the Contractor, pursuant to the clause entitled "Changes" concerning appropriate implementation of the directive.

- (g) The Contractor will, at least quarterly, notify DOE of those Directives extracted. The Contractor cognizant personnel will review these Directives and recommend for concurrence disposition of the Directives to DOE-WV.
- (h) Upon agreement between the Contractor and DOE, the Directive will be implemented as outlined in a Contractor Management Summary or Implementation Plan, whichever is appropriate, and the Directive added to the Baseline List of Directives Applicable to the Contractor and issued by the CO. The same process will be utilized for deletion of Directives.
- (i) The Contractor shall incorporate the substance of this clause with respect to applicable directives, excluding any reference to the Changes clause, in subcontracts for performance of work at the site and as directed by the CO.

H.21 PRIVACY ACT SYSTEMS OF RECORDS

The Contractor shall design, develop, or operate the following systems of records on individuals to accomplish an agency function pursuant to the clause in Section I, FAR 52.224-2, Privacy Act:

DOE System Title/Number

DOE-5	Personnel Records of Former Contractor Employees
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-13	Payroll and Leave Records
DOE-23	Property Accountability System
DOE-28	General Training Records
DOE-33	Personnel Medical Records
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Reports
DOE-43	Personnel Security Clearance Files
DOE-51	Employee and Visitor Access Control Records
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites

The above list shall be revised from time to time by the CO as may be necessary to keep it current. Such changes will be formally incorporated by modification.

The Contractor shall prepare/revise and submit for DOE Privacy Act Officer approval, in accordance with Section I, FAR 52.224-2, Privacy Act, and DOE O 206.1, DOE Privacy Program: (1) a list of the systems of records that fall under the Privacy Act; (2) the design, development, or operation work that will be performed; and (3) the responsibility of each system. Systems currently covered by the Privacy Act can be found in the Federal Register at the following web site:

<http://management.energy.gov/documents/FinalPASORNCompilation.1.8.09.pdf>.

H.22 PRICE ANDERSON AMENDMENTS ACT NONCOMPLIANCE

The Contractor shall maintain an internal Price Anderson Amendments Act (PAAA) noncompliance identification, tracking, reporting and corrective action system and shall provide access to and fully support DOE reviews of the system. The Contractor shall be accountable for ensuring that subcontractors adhere to the PAAA requirements.

H.23 DISPOSITION OF INTELLECTUAL PROPERTY-FAILURE TO COMPLETE

- (a) In the event of a termination for default or termination for convenience, DOE may take possession of all technical information, including limited rights data and data obtained from subcontractors, licensors, and licensees, necessary for the design, construction, operation, cleanup and closure of the facility, subject to the Rights in Data -Facilities clause of this contract. Technical information includes, but is not limited to, designs, operation manuals, flowcharts, software, work progress reports, and any other information necessary for the design, construction, operation, cleanup and closure of the facility.
- (b) Upon request, the Contractor agrees to grant to the Government an irrevocable, nonexclusive, paid-up license in and to any intellectual property, including any technical information and limited rights data, which are owned or controlled by the Contractor, at any time through completion or termination of this contract and which are necessary for the continued design, construction, operation, cleanup and closure of the facility, (1) to practice or to have practiced by or for the Government at the facility, and (2) to transfer such license to future contractors for the design, construction, operation, cleanup and closure of the facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time 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, and any licenses in any third party intellectual property for the design, construction, cleanup and closure of the facility to DOE or such other third party as DOE may designate.
- (d) The obligations under this clause are not dependent upon any payments by the Government. The obligations arise immediately upon the request of the CO.

H.24 COMPLIANCE WITH FIPS PUB 201

This contract involves the acquisition of hardware, software, or services related to physical access to Federal premises or electronic authentication or access control to a Federal agency's computer systems and electronic infrastructure. Any such hardware, software, or services delivered under this contract shall comply with FIPS Pub 201, and FIPS Pub 201 shall take precedence over any conflicting performance requirement of this contract. Should the Contractor find that the Performance Work Statement or specifications of this contract do not conform to FIPS Pub 201, it shall notify the Contracting Officer of such nonconformance and shall act in accordance with instructions of the Contracting Officer.

H.25 OVERTIME CONTROL PLAN

Notwithstanding any other provision in this contract, if the aggregate overtime premium pay as a percent (%) of base salary exceeds 2 % for non-represented employees or 10% for represented employees, the contractor shall submit to the Contracting Officer separate annual Overtime Control Plans in accordance with the Section I Clause entitled, FAR 52.222-2, Payment for Overtime Premiums.

H.26 STANDARD INSURANCE REQUIREMENTS

In accordance with FAR clause 52.228-7, entitled "Insurance -Liability to Third Persons," the following kinds and minimum amounts of insurance are required during the performance of this contract:

- (a) Worker's compensation and employer's liability insurance:
 - (1) The amount required by the state in which work is performed under applicable workers' compensation and occupational disease statutes.
 - (2) Employer's liability insurance in the amount of \$100,000.
- (b) General liability insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile liability insurance. Coverage shall be provided on a comprehensive basis. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of this contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- (d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.

H.27 WAGE DETERMINATION RATES

In the performance of this contract, the Contractor shall comply with the requirements of Service Contract Act Wage Determination No. 2005-2371 in Section J, Attachment J-5 and Davis-Bacon General Decision No. NY100008 in Section J, Attachment J-4. Revised wage determinations shall be required from the Department of Labor and incorporated into this contract at least once every two (2) years but not more often than yearly.

H.28 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2010)

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 to communicate to members of congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.29 SALE OF PERSONAL PROPERTY

If the contractor acquires property under this contract that is later determined to be excess/surplus property and the contractor receives approval from the Contracting Officer to sell such property, the proceeds from the sale shall be handled as a credit to the contractor's contract cost. The contractor shall issue a credit on its voucher that is submitted to the U.S. Department of Energy for reimbursement of cost documenting the sale of such property.

H.30 ALLOCATION OF LIABILITY FOR FINES AND PENALTIES TO RESPONSIBLE PARTY

- (a) Liability and responsibility for civil fines or penalties arising from or related to violations of environmental, safety, health or quality requirements shall be borne by the party that causes the violation (contractor's, subcontractors, teaming partners, joint ventures, etc.). This clause resolves liability for fines and penalties though the cognizant regulatory authority may assess such fines or penalties upon either party or both parties without regard to the allocation of responsibility or liability under this contract. The allocation of liability for such fine or penalty is effective regardless of which party signs permit application, manifest, reports or other required documents, is a permittee, or is named subject of an enforcement action or assessment of a fine or penalty.
- (b) Regardless of which party to this contract is the named subject (Contractor or DOE) of an enforcement action for compliance with the environmental, safety, and health, or quality requirements by the cognizant regulatory authority, liability for payment of any fine or penalty as a result of Contractor action or inactions, is the responsibility of the Contractor and not reimbursable under this contract. Any fines and penalties incurred by DOE as a result of Contractor actions or inactions will be reimbursed to DOE and are also unallowable. Cost of fines and penalties resulting from violations of, or the Contractor failure to comply to comply with federal, state, local, or foreign laws and regulations are unallowable except under the conditions stipulated at FAR 31.205-15.

H.31 PERMITS, APPLICATIONS, LICENSES, AND OTHER REGULATORY DOCUMENTS

- (a) The Contractor must obtain any licenses, permits, other approvals or authorizations for conducting all activities under the contract. The Contractor shall be responsible for becoming a party to all regulatory compliance agreements, permits, licenses, and certifications associated with the scope under this contract including those previously executed. The Contractor is responsible for complying with all permits, licenses, certifications, authorizations and approvals from federal,

state, and local regulatory agencies that are necessary for all activities under this contract (hereinafter referred to collectively as "permits"). Section C, Attachment C-6, describes permits currently held by WVDP. Except as specifically provided in this section and to the extent not prohibited by law or cognizant regulatory authority, the Contractor (or, if applicable, its subcontractors) will be the sole permittee/licensee for any such permits/licenses required for its activities. The Contractor must take all appropriate actions to obtain transfer of existing permits/licenses, and DOE will use all reasonable means to facilitate transfer of existing permits/licenses. If DOE determines it is appropriate or if DOE is required by cognizant regulatory authority to sign permit/licenses applications, DOE may elect to sign as co-operator or similar designation, but the Contractor (or, if applicable, its subcontractors) must also sign as operator or similar designation reflecting its responsibility under the permit/licenses unless DOE waives this requirement in writing.

- (b) Unless otherwise authorized by the Contracting Officer, the Contractor must submit to DOE for review and comment all permit applications, reports or other documents required to be submitted to cognizant regulatory authorities. Such draft documents must be provided to DOE within a time frame, identified by DOE, sufficient to allow DOE substantive review and comment; and DOE will perform such substantive review and comment within such time frame. When providing DOE with documents that are to be signed or co-signed by DOE, the Contractor will accompany such documents with a certification statement, signed by the appropriate Contractor corporate officer, attesting to DOE that the document has been prepared in accordance with all applicable requirements and the information is, to the best of its knowledge and belief, true, accurate, and complete.
- (c) Except as specifically provided in this clause and to the extent not prohibited by law or cognizant regulatory authority, the Contractor (or, if applicable, its subcontractors) will be the signatory for reports, hazardous waste manifests, and other similar documents required under environmental permits or applicable environmental laws and regulations.
- (d) In the event of termination or expiration of this contract, DOE will require the new Contractor to accept transfer of all environmental permits executed by the Contractor, or DOE will accept responsibility as operator for such permits, and the Contractor shall be relieved of all future liability and responsibility resulting from the acts or omissions of the successor Contractor or DOE.

H.32 PARTNERING

In order to most effectively accomplish this Contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values. The process creates a teambuilding environment which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team, and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be agreed to by both parties during Contract performance. The U.S. Army Corps of Engineers has championed partnering and their guidelines will be utilized in organizing partnering meetings and establishing a partnering agreement.

H.33 LEGAL MANAGEMENT PLAN

- (a) The Contractor shall comply with all requirements of 10 CFR 719. As part of that compliance, the Contractor shall submit a Legal Management Plan in accordance with 10 CFR 719, and include the item set forth in 10 CFR 719.10 to the Contracting Officer for approval within sixty (60) days of contract award.
- (b) The Plan shall describe the Contractor's practices for managing legal costs and matters for which it procures the services of retained legal counsel. In doing so, the plan shall describe the matters in-house counsel will perform as well as anticipates performing throughout the life of the contract. The Contractor should not retain outside counsel for matters that can be performed by in-house counsel. Within this plan, the Contractor will promise to compare rates of retained legal counsel with the rates of firms in the Greater Buffalo area. Once approved by the Contracting Officer, the Plan, as well as applicable regulations and contract provisions, forms the basis for approvals by the Contracting Officer to reimburse litigation and other legal expenses performed by retained legal counsel. The Plan may be revised from time to time to conform to legal management rules or policies established or adopted by the Department of Energy.

H.34 AWARD FEE PLAN

- (a) The determination of award fee shall be based upon an award fee plan, including the criteria to be considered under each area evaluated and the percentage of award fee, if any, available for each area. The award fee plan will be unilaterally established by the Government. A copy of the plan shall be provided to the Contractor within 30 calendar days after contract transition
- (b) The award fee plan will set forth the evaluation period and the criteria upon which the Contractor will be evaluated for performance relating to any (1) technical requirements if appropriate, (2) management requirements, and (3) cost functions as selected for evaluation. The Contractor may submit a self-evaluation of performance for each period under consideration. While it is recognized that the basis for determination of the fee shall be the evaluation by the Government, the self-evaluation which is to be received within 15 days after the end of the period being evaluated will be given such consideration as the Fee Determination Official shall find appropriate.
- (c) The award fee plan may be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor 30 calendar days prior to the start of the evaluation period to which the change will apply.

H.35 COOPERATION WITH OTHER SITE CONTRACTORS

- (a) The DOE may require that activities not included in the Performance Work Statement (PWS) be performed on or for the WVDP by other contractors or entities. DOE can require performance of any activity not covered by the PWS however the

activities most likely to be performed include decontamination, demolition, and waste management activities. The Contractor is required to support and facilitate the performance of these activities as requested by the Contracting Officer or the Contracting Officers Representative, regardless of the performer. The types of support DOE anticipates will be necessary includes but is not limited to provision and coordination of Integrated Safety Management System (ISMS) oversight, infrastructure services, site and facility access, documents, data and information and access to systems.

- (b) The Contractor is expected to support, cooperate and facilitate to the degree directed by DOE all contractors and entities authorized to perform work at the WVDP. Effective support and cooperation will require open and frequent communication between the Contractor other contractors, entities and DOE to ensure that work schedules are coordinated and/or adapted to accommodate all of the work that needs to be accomplished regardless of performer, that data and information necessary to perform work is shared in a timely manner, and that requests for support services are promptly responded to. Cooperation requires that the Contractor work closely with other contractors and entities to resolve interface and communication issues, establish schedules that accommodate all work being performed regardless of performer, provide and disseminate safety information and requirements, establish work groups, participate in meetings, provide access to technical data and information, contract schedules and milestone data; discuss technical matters related to the WVDP, provide access to Contractor facilities or areas. The Contractor shall ensure that its activities in support of the other contractors and entities are fully coordinated with all parties including DOE.
- (c) None of the parties, (Contractor, other contractors, entities) will be allowed to deliberately interfere, or impede the performance of work by another party authorized to perform work on site. Deliberate interference is considered to be any action or inaction designed or intended to interfere with the ability of any party to pursue and complete work as scheduled and planned. Interference includes but is not limited to changing schedules without prior notice and coordination, omitting necessary information and/or details that materially affect any parties ability to plan or perform work, failing to turn over facilities on schedule or in the anticipated condition, failure to provide prompt accurate issue notification at the appropriate level, and failure to provide prompt notification to DOE of any actual or suspected instances of deliberate interference by any party. A determination by DOE that any party intentionally interfered with another parties ability to perform required work will result in an assessment against the culpable party in accordance with the terms and conditions of the applicable contract or agreement relative to that parties work. Under this contract intentional interference with the performance of work by another contractor or entity by the Contractor may result in a reduction in overall award fee commensurate with the Fee Determining Official's assessment of the severity of the interference.
- (d) The CO has the authority to direct any party to cease performance of any work that interferes with the work of any other party or that is considered a detriment to the ability of DOE to accomplish necessary work.
- (e) The Contractor shall provide to DOE and all parties performing work on site a schedule that identifies and integrates all work to be performed regardless of performer. The schedule shall be updated whenever a change is made and provided to all parties. Failure to reach agreement among the parties will be elevated in writing to the DOE COR/CO for resolution.

H.36 COMPLIANCE WITH INTERNET PROTOCOL VERSION 6 (IPV6) IN ACQUIRING INFORMATION TECHNOLOGY

This contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The contractor agrees that (1) all deliverables that involve IT that uses IP (products, services, software, etc.) comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for fielded product management, development and implementation available. If the contractor plans to offer a deliverable that involves IT that is not initially compliant, the contractor agrees to (1) obtain the Contracting Officer's approval before starting work on the deliverable; and (2) have IPv6 technical support for fielded product management, development and implementation available. Should the contractor find that the PWS or specifications of this contract do not conform to IPv6 standards, it must notify the Contracting Officer of such nonconformance and act in accordance with the instructions of the Contracting Officer.

H.37 CRITICAL SUBCONTRACTORS – DESIGNATION AND CONSENT

The following subcontracts have been determined to be critical subcontracts:

Affiliate Procurements

Joint Venture or LLC Partner Procurements

All Non-Competitive Procurements exceeding \$1,000,000

Seconded Employee Agreements

The above subcontracts require notification to, and consent by, the Contracting Officer regardless of any exceptions that may be stated in the Subcontracts clause of this contract. Consent of these subcontracts is retained by the Contracting Officer and will not be delegated. The Contracting Officer may unilaterally designate additional subcontracts as "critical" without such action constituting a basis for adjustment to any other terms of the contract.

H.38 SALES AND USE TAXES

As a contractor on a contract issued by the DOE, the awardee will not be considered an agent of DOE. Based upon the decision of the State of New York Tax Appeals Tribunal in West Valley Nuclear Services Co., Inc., DTA No. 811511 (1998), the Contractor will have to pay sales and use taxes as required under Section 1116 (a) (2) of the New York State Tax Law on purchases of certain goods and services required under the contract.

H.39 PERFORMANCE GUARANTEE AND RESPONSIBLE CORPORATE OFFICIAL

If the Contractor is a joint venture, limited liability company, other similar entity, or a newly formed entity, the Contractor's parent organization(s) or all member organizations shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement in Section J, Attachment J-9. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and several liability for the

performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enter into proceedings related 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 Contractor regarding Contractor performance issues:

Name: Michael McKelvy

Position: President and Group Chief Executive

Company/Organization: CH2M HILL, Inc.

Address: 9191 South Jamaica Street

Phone: (720) 286-0142

Facsimile: (720) 286-8430

Email: Mike.McKelvy@ch2m.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.

H.40 RECOGNITION OF PERFORMING ENTITY

- (a) The Contractor and the Government recognize that the parties named below form the performing entity on which the award of this contract was based.

Contractor

CH2M HILL B&W West Valley, LLC

Limited Liability Company Members

CH2M HILL Constructors, Inc. - (65%)

Babcock & Wilcox Technical Services Group, Inc. - (20%)

Environmental Chemical Corporation - (15%)

Protégé Subcontractor

American Demolition & Nuclear Decommissioning, Inc. aka American DND

- (b) Accordingly, the Contractor and the Government agree that:

The Contractor shall take no action to replace the components of the Offeror named in (a) above without the prior written approval of the Contracting Officer.

H.41 TRANSITION TO FOLLOW-ON CONTRACT

The Contractor recognizes that the work and services covered by this contract are vital to the DOE mission and must be maintained without interruption, both at the commencement and the expiration of this contract. It is therefore understood and further agreed in recognition of the above:

That at the expiration of the contract term or any earlier termination thereof, the Contractor shall cooperate with a successor contractor or the Government by allowing either to interview its employees for possible employment, and if such employees accept employment with the replacement Contractor, shall release such employees at the time established by the new employer or by DOE. The Contractor shall cooperate with the replacement Contractor and Government with regard to the termination or transfer arrangements for such employees to assure maximum protection of employee service credits and fringe benefits.

H.42 MENTOR-PROTÉGÉ PROGRAM

- A) Both the U.S. Department of Energy (DOE) and the Small Business Administration (SBA) have established Mentor-Protégé Programs to encourage federal prime contractors to assist small businesses, firms certified under Section 8(a) of the Small Business Act by the SBA, other small disadvantaged businesses, women-owned small businesses, historically black colleges and universities and minority institutions, other minority institutions of higher learning, and small business concerns owned and controlled by service disabled veterans in enhancing its business abilities. Within 90 days of contract award and continuing throughout the contract period of performance, the contractor shall mentor at least one active Protégé company through the DOE and/or SBA Mentor-Protégé Programs. Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract.
- (B) DOE Mentor-Protégé Agreements shall be in accordance with DEAR Subpart 919.70, The Department of Energy Mentor-Protégé Program.
- (C) SBA Mentor-Protégé Agreements shall be in accordance with applicable SBA regulations.

H.43 WORK STOPPAGE 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) Work Stoppage. 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 U.S. Department of Energy (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 West Valley Demonstration Project 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.
- (C) Facility Representatives. DOE personnel designated as Facility Representatives provide the technical/safety oversight of operations. The Facility Representative 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 Facility Representative 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.
- (E) This clause flows down to all subcontractors at all tiers. Therefore, the contractor shall insert a clause, modified appropriately to substitute “contractor representatives” for “the Contracting Officer” in all subcontracts.

H.44 EMERGENCY CLAUSE

- (A) The U.S. Department of Energy (DOE) WVDP Project Manager or designee shall have sole discretion to determine when an emergency situation exists at the West Valley site. In the event that either the DOE-WVDP Manager or designee determines such an emergency exists, the applicable DOE Manager or designee will have the authority to direct any and all activities of the contractor and subcontractors necessary to resolve the emergency situation. The applicable DOE Manager or designee may direct the activities of the contractor and subcontractors throughout the duration of the emergency.

- (B) The contractor shall include this Clause in all subcontracts at any tier for work performed at the West Valley site.

H.45 WITHDRAWAL OF WORK

- (A) The Government may, at its option and during the performance of this contract, unilaterally have any of the work contemplated by Section C, Performance Work Statement, of this contract performed by either another contractor or to have the work performed by Government employees.
- (B) Work may be withdrawn:
 - (1) In order for the Government to conduct pilot programs;
 - (2) If the contractor's estimated cost of the work is considered unreasonable;
 - (3) For less than satisfactory performance by the contractor; or
 - (4) For any other reason deemed by the Contracting Officer to be in the best interests of the Government.
- (C) If any work is withdrawn by the Contracting Officer, the contractor agrees to fully cooperate with the new performing entity and to provide whatever support is required.

H.46 USE OF DOE FACILITIES

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

H.47 INFORMATION

- (A) Management of Information Resources. The contractor shall design and implement Information Resources Management (IRM) capabilities as required to execute this Contract in accordance with the Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources.
- (B) Release of Information. The contractor shall provide timely, accurate, and complete responses to information requested by DOE to comply with Freedom of Information Act and Privacy Act requirements.
- (C) Unclassified Controlled Nuclear Information (UCNI). Documents originated by the contractor or furnished by the Government to the contractor, in connection with this contract, may contain Unclassified Controlled Nuclear Information as determined

pursuant to Section 148 of the Atomic Energy Act of 1954, as amended. The contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE regulations and directives and Section I Clauses entitled, DEAR 952.204-2, Security Requirements and DEAR 952.204-70, Classification/Declassification.

- (D) Confidentiality of Information. To the extent that the work under this contract requires that the contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
- (1) Information which, at the time of receipt by the contractor, is in the public domain;
 - (2) Information which is published after receipt thereof by the contractor or otherwise becomes part of the public domain through no fault of the contractor;
 - (3) Information which the contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
 - (4) Information which the contractor can demonstrate was received by it from a third party that did not require the contractor to hold it in confidence.

The contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access to such information, whereby the employee agrees that he/she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the contractor's organization directly concerned with the performance of the contract.

The contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this subparagraph (d), with each company supplying information to the contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. Upon request from the Contracting Officer, the contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the contractor received such information.

The contractor agrees that upon request by DOE, it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by contractor personnel.

- (E) The Government reserves the right to require the contractor to include this Clause or a modified version of this Clause in any subcontract as directed in writing by the Contracting Officer.

H.48 GOVERNMENT-OWNED PROPERTY AND EQUIPMENT RESPONSIBILITIES FOR CONTRACT TRANSITION PERIOD

All real and personal property currently accountable to the incumbent contractor for contract performance will be provided to the contractor. During the contract transition period, an inventory record of such property in the DOE Facilities Information Management System (FIMS) and current contractor's personal property databases will be provided to the contractor. Specifically, the following property acceptance requirements will be implemented:

- (A) The contractor shall perform a joint wall-to-wall physical inventory with the current contractor(s) of all accountable high-risk and sensitive property during the transition period and accept full accountability for the high-risk property at the end of transition.
- (B) The contractor must accept, at the end of transition, transfer of accountability for the remaining government-owned real and personal property not covered under paragraph (1), based on existing inventory records, on an "as-is, where-is" basis, or perform a wall-to-wall inventory within 120 calendar days of the effective date of the Contract. Any discrepancies from the existing inventory records shall be reported to the CO. As the formal inventories are completed, the contractor shall assume responsibility and liability for subsequent losses and damages. If the physical inventory is not accomplished within the allotted time frame, the previous contractor's records will become the inventory baseline.

H.49 PARENT ORGANIZATION SUPPORT

- (A) For on-site work, U.S. Department of Energy (DOE) fee generally provides adequate compensation for parent organization expenses incurred in the general management of this contract. The general construct of this contract results in minimal parent organization investment (in terms of its own resources, such as labor, material, overhead, etc.) in the contract work.

Accordingly, allocations of parent organization expenses are unallowable for the prime contractor, major subcontractors, and/or teaming partners, unless authorized by the Contracting Officer in accordance with this Clause.

- (B) The contractor may propose, or DOE may require, parent organization support to:
 - (1) Monitor safety and performance in the execution of contract requirements;
 - (2) Ensure achievement of contract environmental clean-up and closure commitments;
 - (3) Sustain excellence of contract key personnel;
 - (4) Ensure effective internal processes and controls for disciplined contract execution;

- (5) Assess contract performance and apply parent organization problem-solving resources on problem areas; and
 - (6) Provide other parent organization capabilities to facilitate contract performance.
- (C) The Contracting Officer may use unilateral discretion to authorize parent organization support and the corresponding indirect or direct costs. All parent organization support shall be authorized in advance by the Contracting Officer.
- (D) If parent organization support is proposed by the contractor or required by DOE, the contractor shall submit for DOE review and approval, an annual *Parent Organization Support Plan* (POSP). The Contractor shall submit its initial POSP 30 days prior to: (1) the end of the *Contract Transition Period*; or (2) the commencement date of parent organization support proposed by the contractor or required by the Government. Any subsequent POSP shall be submitted 90 days prior to the start of each year of contract performance.

H.50 CONTRACT CLOSE-OUT

The Contractor shall submit a separate plan including budget and schedule for close-out of the contract 60 days prior to the end of the period of performance as specified in Section F clause entitled "Period of Performance". The Contract Close-Out Plan will be incorporated into Section J as Attachment J-11 and shall include all remaining administrative matters necessary to close out the contract, including but not limited to: resolution of remaining and open litigation; audit of indirect costs; remaining records disposition required by the Government; or any other activities required by Section I, FAR 52.216-7, "Allowable Cost and Payment."

PART II – CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>

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

CLAUSES INCORPORATED BY REFERENCE

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.2	FAR 52.202-1	Definitions (JUL 2004) as modified by DEAR 952.202-1 (MAR 2002)	None
I.3	FAR 52.203-3	Gratuities (APR 1984)	None
I.4	FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)	None
I.5	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)	None
I.6	FAR 52.203-7	Anti-Kickback Procedures (OCT 2010)	None
I.7	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)	None
I.8	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)	None
I.9	FAR 52.203-12	Limitations on Payments to Influence Certain Federal Transactions (OCT 2010)	None
I.10	FAR 52.203-13	Contractor Code Of Business Ethics And Conduct (APR 2010)	None
I.11	FAR 52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)	None
I.12	FAR 52.204-7	Central Contractor Registration (APR 2008)	None
I.13	FAR 52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)	None
I.14	FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)	None
I.15	FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (DEC 2010)	None
I.16	FAR 52.215-2	Audit and Records – Negotiation (OCT 2010)	None
I.17	FAR 52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)	None

Clause No.	FAR/DEAR Reference	Title	Fill-in Information (see FAR 52.104(d))
I.18	FAR 52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (OCT 2010)	None
I.19	FAR 52.215-13	Subcontractor Cost or Pricing Data – Modifications (OCT 2010)	None
I.20	FAR 52.215-15	Pension Adjustments and Asset Reversions (OCT 2010)	None
I.21	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)	None
I.22	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)	None
I.23		Reserved	
I.24	FAR 52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011)	(c) N/A
I.25	FAR 52.219-8	Utilization of Small Business Concerns (JAN 2011)	None
I.26	FAR 52.219-9	Small Business Subcontracting Plan (JAN 2011) – Alternate II (OCT 2001)	None
I.27	FAR 52.219-16	Liquidated Damages – Subcontracting Plan (JAN 1999)	None
I.28	FAR 52.219-25	Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (DEC 2010)	None
I.29	FAR 52.219-28	Post-Award Small Business Program Representation (APR 2009)	(g) N/A
I.30	FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)	None
I.31	FAR 52.222-2	Payment for Overtime Premiums (JUL 1990)	(a) the percentage specified in the Section H clause entitled “Overtime Control Plan”.
I.32	FAR 52.222-3	Convict Labor (JUN 2003)	None
I.33	FAR 52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (JUL 2005)	None
I.34	FAR 52.222-6	Davis-Bacon Act (JUL 2005)	None
I.35	FAR 52.222-7	Withholding of Funds (FEB 1988)	None
I.36	FAR 52.222-8	Payrolls and Basic Records (JUN 2010)	None
I.37	FAR 52.222-9	Apprentices and Trainees (JUL 2005)	None
I.38	FAR 52.222-10	Compliance with Copeland Act Requirements (FEB 1988)	None
I.39	FAR 52.222-11	Subcontracts (Labor Standards) (JUL 2005)	None
I.40	FAR 52.222-12	Contract Termination – Debarment (FEB 1988)	None
I.41	FAR 52.222-13	Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)	None
I.42	FAR 52.222-14	Disputes Concerning Labor Standards (FEB 1988)	None
I.43	FAR 52.222-15	Certification of Eligibility (FEB 1988)	None
I.44	FAR 52.222-16	Approval of Wage Rates (FEB 1988)	None
I.45	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)	None
I.46	FAR 52.222-26	Equal Opportunity (MAR 2007)	None
I.47	FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (FEB 1999)	None

Clause No.	FAR/DEAR Reference	Title	Fill-in Information (see FAR 52.104(d))
I.48	FAR 52.222-30	Davis-Bacon Act—Price Adjustment (None or Separately Specified Method) (DEC 2001)	None
I.49	FAR 52.222-35	Equal Opportunity for Veterans (SEP 2010)	None
I.50	FAR 52.222-36	Affirmative Action for Workers with Disabilities (OCT 2010)	None
I.51	FAR 52.222-37	Employment Reports Veterans (SEP 2010)	None
I.52	FAR 52.222-41	Service Contract Act of 1965, As Amended (NOV 2007)	None
I.53	FAR 52.222-50	Combating Trafficking in Persons (FEB 2009)	None
I.54	FAR 52.222-54	Employment Eligibility Verification (JAN 2009)	
I.55	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (JUL 1995)	(b) To be furnished prior to the delivery of applicable materials
I.56	FAR 52.223-6	Drug Free Workplace (MAY 2001)	None
I.57	FAR 52.223-10	Waste Reduction Program as modified by DOE Acquisition Letter 2008-05 (APR 2008)	None
I.58	FAR 52.223-12	Refrigeration Equipment and Air Conditioners (MAY 1995)	None
I.59		Reserved	
I.60	FAR 52.224-1	Privacy Act Notification (APR 1984)	None
I.61	FAR 52.224-2	Privacy Act (APR 1984)	None
I.62	FAR 52.225-1	Buy American Act – Supplies (FEB 2009)	None
I.63	FAR 52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)	None
I.64	FAR 52.227-1	Authorization and Consent (DEC 2007)	None
I.65	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)	None
I.66	FAR 52.227-3	Patent Indemnity (APR 1984)	None
I.67	FAR 52.228-7	Insurance – Liability to Third Persons (MAR 1996)	None
I.68	FAR 52.230-2	Cost Accounting Standards (OCT 2010)	None
I.69	FAR 52.230-6	Administration of Cost Accounting Standards (JUN 2010)	None
I.70	FAR 52.232-9	Limitation on Withholding of Payments (APR 1984)	None
I.71	FAR 52.232-17	Interest (OCT 2010)	None
I.72	FAR 52.232-22	Limitation of Funds (APR 1984)	None
I.73	FAR 52.232-23	Assignment of Claims (JAN 1986)	None
I.74	FAR 52.232-25	Prompt Payment (OCT 2008) – Alternate I (FEB 2002)	None
I.75	FAR 52.232-33	Payment of Electronic Funds Transfer – Central Contractor Registration (OCT 2003)	None
I.76	FAR 52.233-1	Disputes (JUL 2002) – Alternate I (DEC 1991)	None
I.77	FAR 52.233-3	Protest After Award (AUG 1996) – Alternate I (JUN 1985)	None
I.78	FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)	None
I.79	FAR 52.234-4	Earned Value Management System (JUL 2006)	(g) American DND
I.80	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)	None
I.81	FAR 52.237-3	Continuity of Services (JAN 1991)	None

Clause No.	FAR/DEAR Reference	Title	Fill-in Information (see FAR 52.104(d))
I.82	FAR 52.239-1	Privacy or Security Safeguards (AUG 1996)	None
I.83	FAR 52.242-1	Notice of Intent to Disallow Costs (APR 1984)	None
I.84	FAR 52.242-3	Penalties for Unallowable Costs (MAR 2001)	None
I.85	FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997)	None
I.86	FAR 52.242-13	Bankruptcy (JUL 1995)	None
I.87	FAR 52.243-2	Changes – Cost Reimbursement (AUG 1987) – Alternate II (APR 1984), and Alternate III (APR 1984)	None
I.88	FAR 52.243-6	Change Order Accounting (APR 1984)	None
I.89	FAR 52.243-7	Notification of Changes (APR 1984)	(b) 10 (d) 30
I.90	FAR 52.244-2	Subcontracts (OCT 2010) – Alternate I (JUN 2007)	(d) American DND, (j) none
I.91	FAR 52.244-5	Competition in Subcontracting (DEC 1996)	None
I.92	FAR 52.244-6	Subcontracts for Commercial Items (DEC 2010)	None
I.93	FAR 52.245-1	Government Property (AUG 2010)	None
I.94	FAR 52.245-9	Use and Charges (AUG 2010)	None
I.95	FAR 52.246-25	Limitation of Liability – Services (FEB 1997)	None
I.96	FAR 52.247-68	Report of Shipment (REPSHIP) (FEB 2006)	None
I.97	FAR 52.248-1	Value Engineering (OCT 2010)	(m) DE-EM0001529
I.98	FAR 52.249-6	Termination (Cost Reimbursement) (MAY 2004)	None
I.99	FAR 52.249-14	Excusable Delays (APR 1984)	None
I.100	FAR 52.251-1	Government Supply Sources (AUG 2010)	None
I.101	FAR 52.251-2	Interagency Fleet Management System Vehicles and Related Services (JAN 1991)	None
I.102	FAR 52.253-1	Computer Generated Forms (JAN 1991)	None
I.103	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (DEC 2000)	None
I.104	DEAR 952.204-2	Security Requirements (MAR 2011)	None
I.105	DEAR 952.204-70	Classification/Declassification (SEP 1997)	None
I.106	DEAR 952.204-75	Public Affairs (DEC 2000)	None
I.107	DEAR 952.204-77	Computer Security (AUG 2006)	None
I.108	DEAR 952.208-7	Tagging of Leased Vehicles (APR 1984)	None
I.109	DEAR 952.208-70	Printing (APR 1984)	None
I.110	DEAR 952.209-72	Organizational Conflicts of Interest (AUG 2009)	None
I.111	DEAR 952.215-70	Key Personnel (DEC 2000)	None
I.112	FAR 52.216-7/ DEAR 952.216-7	Allowable Cost and Payment (DEC 2002)	(a) (3) 15 th
I.113	DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records (APR 1984)	None

Clause No.	FAR/DEAR Reference	Title	Fill-in Information (see FAR 52.104(d))
I.114	DEAR 952.223-76	Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health (DEC 2010)	None
I.115	DEAR 952.227-11	Patent Rights-Retention by the Contractor (Short Form) (FEB 1995)	None
I.116	DEAR 952.227-13	Patent Rights-Acquisition by the Government (SEP 1997)	None
I.117	DEAR 952.227-84	Right to Request Patent Waiver (FEB 1998)	None
I.118	DEAR 952.231-71	Insurance -- Litigation and Claims (AUG 2009)	None
I.119	DEAR 952.247-70	Foreign Travel (JUN 2010)	None
I.120	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (JUN 1996)	None
I.121	DEAR 952.251-70	Contractor Employee Travel Discounts (AUG 2009)	None
I.122	DEAR 970.5203-2	Performance Improvement and Collaboration (MAY 2006)	None
I.123	DEAR 970.5204-1	Counterintelligence (DEC 2010)	None
I.124	DEAR 970.5204-2	Laws, Regulations, and DOE Directives (DEC 2000)	None
I.125	DEAR 970.5223-1	Integration of Environment, Safety, and Health Into Work Planning and Execution (DEC 2000)	None
I.126	DEAR 970.5223-4	Workplace Substance Abuse Programs at DOE Sites (DEC 2010)	None
I.127	DEAR 970.5227-1	Rights in Data – Facilities- (DEC 2000)	None
I.128	DEAR 970.5227-4	Authorization and Consent (AUG 2002)	None
I.129	DEAR 970.5229-1	State and Local Taxes (DEC 2000)	None
I.130	DEAR 970.5232-5.	Liability with Respect to Cost Accounting Standards (DEC 2000)	None
I.131	DEAR 970.5244-1	Contractor Purchasing System (AUG 2009)	None

CLAUSES INCORPORATED IN FULL TEXT

I.132 FAR 52.215-19, NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall—

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this Contract that meet the applicability requirement of FAR 15.408(k).

I.133 FAR 52.222-42, STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

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

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

Salaried Employee Class	Monetary Wage—Fringe Benefits
Accounting Clerk I	15.74
Accounting Clerk II	16.37
Computer Systems Analyst I	29.39
Computer Systems Analyst II	31.93
Data Entry Operator I	14.72
Data Entry Operator II	15.74
Engineering Technician III	18.88
Engineering Technician IV	22.55
Environmental Technician II	18.88
Environmental Technician III	22.55
General Clerk I	14.72

General Clerk II	15.74
Information Management Technician	20.64
Lean Mailroom Supply Specialist	18.88
Maintenance Scheduler	16.37
Nursing Assistant III	15.74
Procurement Technician II	16.37
Procurement Technician III	18.88
QA Specialist	18.88
QA Technician	18.88
QA/QC Engineer	20.64
Quality Control Inspector	16.37
Rad Control Engineer III	20.59
Rad Control Engineer IV	24.67
Rad Control Technician III	18.88
Radiochemistry Technician	20.64
Radiological Technologist	20.64
Regulatory Specialist	18.88
Safety Technician Specialist	18.88
Secretary I	16.37
Secretary II	18.88
Security Officer	20.64
Technical Instructor	22.55
Technical Instructor/Course Developer	26.80

Hourly Employee Class	Monetary Wage—Fringe Benefits
Electrician	29.25
Heavy Equipment Mechanic	29.25
Heavy Equipment Operator	29.25
HVAC Technician	29.25
Instrument Mechanic	29.25
Janitor	20.69
Laborer	20.69
Laborer, Grounds Maintenance	22.04
Millwright	29.25
Motor Vehicle Mechanic	29.25
Pipefitter	29.25

Plumber	28.44
Rigger	29.25
Shipping/Receiving Clerk	23.41
Truck Driver - Light	25.72
Truck Driver - Medium	26.67
Warehouse Specialist	24.74
Water Treatment Plant Operator	28.44
Welder	29.25

I.134 FAR 52.223-5, POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION AS MODIFIED BY DOE ACQUISITION LETTER 2008-05 (APR 2008)

- (a) Definitions. As used in this clause—
 “Priority chemical” means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to Implementing Instruction VIII of Executive Order 13423, Greening the Government through Leadership in Environmental Management.
 “Toxic chemical” means a chemical or chemical category listed in 40 CFR 372.65.
- (b) Executive Order 13423 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).
- (c) The Contractor shall provide all information needed by the Federal facility to comply with the following:
- (1) The emergency planning reporting requirements of Section 302 of EPCRA.
 - (2) The emergency notice requirements of Section 304 of EPCRA.
 - (3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.
 - (4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.
 - (5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Implementing Instruction VIII of Executive Order 13423.

I.135 FAR 52.223-9, ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (MAY 2008)

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

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
- (2) Submit this estimate to the Contracting Officer.

I.136 FAR 52.223-10, WASTE REDUCTION PROGRAM AS MODIFIED BY DOE ACQUISITION LETTER 2008-05 (APR 2008)

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

“Recycling” means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

“Waste prevention” means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

“Waste reduction” means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

- (b) Consistent with the requirements of Section 3(a) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor’s programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR Part 247).

I.137 FAR 52.223-11, OZONE-DEPLETING SUBSTANCES (MAY 2001)

- (a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

I.138 FAR 52.225-11, BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (SEP 2010)

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

"Caribbean Basin country construction material" means a construction material that—

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

"Commercially available off-the-shelf (COTS) item"—

- (1) Means any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

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

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

“Cost of components” means—

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

“Designated country” means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);
- (2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
- (4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if—
 - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
 - (ii) The construction material is a COTS item.

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

“Free Trade Agreement country construction material” means a construction material that—

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

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

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

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

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

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

(b) Construction materials.

- (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431,

the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated county construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: none

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract

award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material
Domestic construction material
.....
Item 2:			
Foreign construction material
Domestic construction material
.....

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

[Include other applicable supporting information.]

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

I.139 FAR 52.227-23, RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages IN Volume II in its entirety, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data—General" clause contained in this contract) in and to the technical

data contained in the proposal dated December 28, 2010, upon which this contract is based.

I.140 FAR 52.247-1, COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S. Department of Energy and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S. Department of Energy and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. DE-EM0001529. This may be confirmed by contacting the Contract Administration Office specified in the Section G Clause entitled, Contract Administration.

I.141 FAR 52.247-67, SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to—

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

I.142 FAR 52.252-6, AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

I.143 DEAR 952.226-74, DISPLACED EMPLOYEE HIRING PREFERENCE (JUNE 1997)

- (a) Definition.

Eligible employee means a current or former employee of a contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has also met the eligibility criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the particular position is available.

- (b) Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the contractor agrees that it will provide a preference in hiring to an eligible employee to the extent practicable for work performed under this contract.
- (c) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.

I.144 DEAR 952.227-82, RIGHTS TO PROPOSAL DATA (APR 1994)

Except for technical data contained on pages in Volume II in its entirety of the contractor's proposal dated December 28, 2010 which are asserted by the contractor as being proprietary data, it is agreed that, as a condition of the award of this contract, and notwithstanding the provisions of any notice appearing on the proposal, the Government

shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this contract is based.

I.145 DEAR 952.242-70, TECHNICAL DIRECTION (DEC 2000)

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

(1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.

(2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.

(3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.

(b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.

(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that—

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes;"

(3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must—

(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;

(2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or

- (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

I.146 DEAR 970.5204-3, ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005)

(a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the Contractor in its performance of this contract shall be the property of the Government and shall be delivered to the Government or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or, in any event, as the Contracting Officer shall direct upon completion or termination of the contract.

(b) Contractor-owned records. The following records are considered the property of the Contractor and are not within the scope of paragraph (a) of this clause.

(1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except for those records described by the contract as being maintained in Privacy Act systems of records. [70 FR 37010 Jun. 28, 2005]

(2) Confidential contractor financial information, and correspondence between the Contractor and other segments of the Contractor located away from the DOE facility (i.e., the Contractor's corporate headquarters);

(3) Records relating to any procurement action by the Contractor, except for records that under 48 CFR 970.5232-3, Accounts, Records, and Inspection, are described as the property of the Government; and

(4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and

(5) The following categories of records maintained pursuant to the technology transfer clause of this contract:

(i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.

(ii) The Contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.

(iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the Contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.

(c) Contract completion or termination. In the event of completion or termination of this contract, copies of any of the contractor-owned records identified in paragraph (b) of this clause, upon the request of the Government, shall be delivered to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act), as appropriate.

(d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.

(e) Applicability. Paragraphs (b), (c), and (d) of this clause apply to all records without regard to the date or origination of such records.

(f) Records retention standards. Special records retention standards, described at DOE Order 200.1, Information Management Program (version in effect on effective date of contract), are applicable for the classes of records described therein, whether or not the records are owned by the Government or the Contractor. In addition, the Contractor shall retain individual radiation exposure records generated in the performance of work under this contract until DOE authorizes disposal. The Government may waive application of these record retention schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies and delivery of records described in paragraphs (a) and (b) of this clause.

(g) Subcontracts. The Contractor shall include the requirements of this clause in all subcontracts that are of a cost-reimbursement type if any of the following factors is present:

(1) The value of the subcontract is greater than \$2 million (unless specifically waived by the Contracting Officer);

(2) The Contracting Officer determines that the subcontract is, or involves, a critical task related to the contract; or

(3) The subcontract includes 48 CFR 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution, or similar clause.

I.147 DEAR 970.5223-2, AFFIRMATIVE PROCUREMENT PROGRAM AS MODIFIED BY DOE ACQUISITION LETTER 2008-05 (APR 2008)

(a) In the performance of this contract, the Contractor shall comply with the

requirements of Executive Order 13423 and the U.S. Department of Energy (DOE) Affirmative Procurement Program Guidance. This guidance includes requirements concerning environmentally preferable products and services, recycled content products and biobased products. This guidance is available on the Internet.

- (b) In complying with the requirements of paragraph (a) of this clause, the Contractor shall coordinate its activities with the DOE Recycling Coordinator. Reports required by paragraph (c) of this clause shall be submitted through the DOE Recycling Coordinator.
- (c) The Contractor shall prepare and submit reports, at the end of the Federal fiscal year, on matters related to the acquisition of items designated in EPA's Comprehensive Procurement Guidelines that Federal agencies and their Contractors are to procure with recovered/recycled content.
- (d) If the Contractor subcontracts a significant portion of the operation of the Government facility which includes the acquisition of items designated in EPA's Comprehensive Procurement Guidelines, the subcontract shall contain a clause substantially the same as this clause. The EPA Comprehensive Procurement Guidelines identify products which Federal agencies and their Contractors are to procure with recycled content pursuant to 40 CFR 247. Examples of such a subcontract would be operation of the facility supply function, construction or remodeling at the facility, or maintenance of the facility motor vehicle fleet. In situations in which the facility management contractor can reasonably determine the amount of products with recovered/recycled content to be acquired under the subcontract, the facility management contractor is not required to flow down the reporting requirement of this clause. Instead, the facility management contractor may include such quantities in its own report and include an agreement in the subcontract that such products will be acquired with recovered/recycled content and that the subcontractor will advise if it is unable to procure such products with recovered/recycled content because the product is not available (i) competitively within a reasonable time, (ii) at a reasonable price, or, (iii) within the performance requirements. If reports are required of the subcontractor, such reports shall be submitted to the facility management contractor. The reports may be submitted at the conclusion of the subcontract term provided that the subcontract delivery term is not multi-year in nature. If the delivery term is multi-year, the subcontractor shall report its accomplishments for each Federal fiscal year in a manner and at a time or times acceptable to both parties
- (e) When this clause is used in a subcontract, the word "Contractor" will be understood to mean "subcontractor" and the term "DOE Recycling Coordinator" will be understood to mean "Contractor Recycling Coordinator."

I.148 DEAR 970.5223-5, DOE MOTOR VEHICLE FLEET FUEL EFFICIENCY AS MODIFIED BY DOE ACQUISITION LETTER 2008-05 (APR 2008)

When managing Government-owned vehicles for the Department of Energy, the Contractor will conduct operations relating to such vehicles in accordance with the goals and requirements of Executive Order 13423 and implementing guidance contained in the document entitled U.S. Department of Energy Compliance Strategy for Executive Order 13423 and future revisions of this compliance strategy that are identified in writing by the Contracting Officer. Section 8 of Executive Order 13423 exempts military tactical, law enforcement, and emergency vehicles from the requirements of the order.

I.149 DEAR 970.5226-3, COMMUNITY COMMITMENT (DEC 2000)

It is the policy of the DOE to be a constructive partner in the geographic region in which DOE conducts its business. The basic elements of this policy include: (1) Recognizing the diverse interests of the region and its stakeholders, (2) engaging regional stakeholders in issues and concerns of mutual interest, and (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the Contract will be consistent with the intent of the policy and elements set forth above.

I.150 DEAR 970.5231-4, PREEXISTING CONDITIONS (DEC 2000)

- (a) The Department of Energy agrees to reimburse the Contractor, and the Contractor shall not be held responsible, for any liability (including without limitation, a claim involving strict or absolute liability and any civil fine or penalty), expense, or remediation cost, but limited to those of a civil nature, which may be incurred by, imposed on, or asserted against the Contractor arising out of any condition, act, or failure to act which occurred before the Contractor assumed responsibility on September 1, 2011. To the extent the acts or omissions of the Contractor cause or add to any liability, expense or remediation cost resulting from conditions in existence prior to September 1, 2011, the Contractor shall be responsible in accordance with the terms and conditions of this contract.
- (b) The obligations of the Department of Energy under this clause are subject to the availability of appropriated funds.

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

SECTION J – LIST OF ATTACHMENTS

TABLE OF CONTENTS

SECTION J – LIST OF ATTACHMENTS

Attachment J-1	Requirements Sources and Implementing Documents (List A)
Attachment J-2	List of Applicable DOE Directives (List B)
Attachment J-3	Deliverables
Attachment J-4	Davis-Bacon General Decision Number NY100008
Attachment J-5	Service Contract Act Wage Determination No. 2005-2371
Attachment J-6	Small Business Subcontracting Plan
Attachment J-7	Small Disadvantaged Business (SDB) Participation Program Targets Form
Attachment J-8	Acronym List
Attachment J-9	Performance Guarantee Agreement
Attachment J-10	Agreement between West Valley Environmental Services LLC and International Association of Machinists and Aerospace Workers
Attachment J-11	Transition Plan

SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

ATTACHMENT J-1 – REQUIREMENTS SOURCES AND IMPLEMENTING DOCUMENTS (LIST A)

Pursuant to Section I clause 970.5204-2 Laws, Regulations and DOE Directives (Dec 2000), DOE may provide a list of laws and regulations (List A) applicable to work performed under this contract. The Contractor shall comply with all applicable Federal and State Laws, Statutes, Codes, Rules, Regulations, and Orders; Executive Orders; Consensus Standards; and agreement documents applicable to work performed under this contract. The federal laws and regulations listed in the table below contain requirements normally relevant to the Contractor scope of work. These laws and regulations, and others, apply regardless whether they are explicitly stated in the Contract. In addition, laws and regulations typically apply to all persons or organizations such as subcontractors, suppliers, and federal employees.

This list does not have to be provided in the Contract, but it may be appended to the Contract for information purposes. Omission of any such applicable law or regulation in from List A does not affect the obligation of the Contractor to comply with such law or regulation pursuant to DEAR clause 970.5204-2. The Contractor must be aware of changes in the Code of Federal Regulations (CFR), Federal Acquisition Regulations (FAR), the United States Code (USC), Public Laws (PL) or other regulatory entities that have applicability to the Department of Energy and that impact the work scope. The Contractor will notify DOE of any changes, and DOE will make a determination regarding modification to the contract.

The following table does not contain any specific state laws, regulations, permits, and licenses, etc.

Regulation	Regulation Title
10 CFR 20	Standards for Protection Against Radiation
10 CFR 707	Workplace Substance Abuse Programs at DOE Sites
10 CFR 820	Procedural Rules for DOE Nuclear Facilities
10 CFR 824	Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations
10 CFR 830	Nuclear Safety Management
10 CFR 835	Occupational Radiation Protection
10 CFR 850	Chronic Beryllium Disease Prevention Program
10 CFR 851	Worker Safety and Health Program
29 CFR 1910	Occupational Safety and Health Standards - General Industry
29 CFR 1926	Occupational Safety and Health Standards - Construction
48 CFR Part 970.5203-2	Performance Improvement and Collaboration
48 CFR Part 970.5204-2	Laws, Regulations, and DOE Directives
48 CFR Part 970.5215-3	Conditional Payment of Fee, Profit, or Incentives (or alternatively, 48 CFR Part 952.223-76 or 952.223-77, Conditional Payment of Fee or Profit)
49 CFR Part 173.427	Transport Requirements for Low Specific Activity (LSA) Class 7 (Radioactive) Materials and Surface Contaminated Objects (SCO)
49 CFR Part 213	Track Safety Standards
49 CFR Part 237	Bridge Safety Standards
42 U.S.C. 2297h-8(a)	Employee Protections

ATTACHMENT J-2 – LIST OF APPLICABLE DOE DIRECTIVES (LIST B)

The contractor shall comply with the requirements of DOE Directives identified under List B – List of Required Compliance Documents included in this contract. Omission of any applicable directive from List B does not affect the obligation of the Contractor to comply with such directive pursuant to DEAR clause 970.5204-2. Requirements Documents of DOE Directives are applicable in whole or in part.

DOE Directive (Orders, Policies, Notices, Manuals, Guidance, Standards)	Directive Title
O 130.1	Budget Formulation
P 141.1	Department of Energy Management of Cultural Resources
O 142.2A	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
O 142.3A	Unclassified Foreign Visits and Assignments Program
O 144.1, Chg. 1 (and associated Framework)	Department of Energy American Indian Tribal Government Interactions and Policy (and Office of Environmental Management, Office of Nuclear Energy, Office of Science, and National Nuclear Security Administration Deputy Administrator for Defense Programs Framework to Provide Guidance for Implementation of U.S. Department of Energy's American Indian and Alaska Native Tribal Government Policy)
O 150.1	Continuity Programs
O 151.1C	Comprehensive Emergency Management System
G 151.1-2	Technical Planning Basis
G 151.1-4	Response Elements
O 153.1	Departmental Radiological Emergency Response Assets
O 200.1A	Information Technology Management
O 205.1B	Department of Energy Cyber Security Management Program
M 205.1-3	Telecommunications Security Manual
M 205.1-8, Chg. 2	Cyber Security Incident Management Manual
O 206.1	Department of Energy Privacy Program
N 206.4	Personal Identity Verification
O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
O 221.2A	Cooperation With the Office of Inspector General
O 225.1B	Accident Investigations
O 226.1B	Implementation of Department of Energy Oversight Policy
M 231.1-1A, Chg. 2	Environment, Safety, and Health Reporting Manual
M 231.1-2	Occurrence Reporting and Processing of Operations Information
N 234.1**	Reporting of Radioactive Sealed Sources

DOE Directive (Orders, Policies, Notices, Manuals, Guidance, Standards)	Directive Title
O 241.1B	Scientific and Technical Information Management
O 243.1	Records Management Program
O 243.2	Vital Records
N 251.94	Value Engineering
O 350.1, Chg. 3	Contractor Human Resource Management Programs
O 410.2	Management of Nuclear Materials
O 412.1A	Work Authorization System
O 413.1B	Internal Control Program CRD
O 413.3B	Program and Project Management for the Acquisition of Capital Assets
O 414.1D	Quality Assurance
O 420.1B, Chg. 1	Facility Safety <i>(Graded Approach* - WVDP has no active safety structures, systems, and components (SSCs).</i>
O 422.1	Conduct of Operations
O 425.1D	Verification of Readiness to Startup or Restart Nuclear Facilities
O 426.2	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
O 430.1B, Chg. 2	Real Property Asset Management <i>(Graded Approach* – Site and facilities owned by New York State)</i>
O 433.1B	Maintenance Management Program for DOE Nuclear Facilities
O 435.1, Chg. 1	Radioactive Waste Management
M 435.1-1, Chg. 1	Radioactive Waste Management Manual
G 435.1-1	Implementation Guide for use with DOE M 435.1-1
O 436.1	Departmental Sustainability
O 440.1B	Worker Protection Program for DOE
O 440.2B, Chg. 1	Aviation Management and Safety <i>(Not applicable unless aerial photographing of the WVDP is required.)</i>
P 442.1	Differing Professional Opinions on Technical Issues
O 442.1A	Department of Energy Employee Concerns Program
M 442.1-1	Differing Professional Opinions Manual for Technical Issues Involving Environment, Safety, and Health
P 450.4A	Integrated Safety Management Policy

DOE Directive (Orders, Policies, Notices, Manuals, Guidance, Standards)	Directive Title
O 450.2	Integrated Safety Management System Manual
O 460.1C	Packaging and Transportation Safety
O 460.2A	Departmental Materials Transportation and Packaging Management
M 460.2-1A	Radioactive Material Transportation Practices Manual
P 470.1A	Safeguards and Security Program
O 470.2B	Independent Oversight and Performance Assurance Program
O 470.3B	Graded Security Protection (GSP) Policy
M 470.4-1, Chg. 2	Safeguards and Security Program Planning and Management
M 470.4-2A	Physical Protection
M 470.4-3A	Contractor Protective Force
M 470.4-4A, Chg. 1	Information Security
M 470.4-5	Personnel Security
O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information <i>(Applicability due to ORPS access and use.)</i>
O 471.3, Chg. 1	Identifying and Protecting Official Use Only Information
M 471.3-1, Chg. 1	Manual for Identifying and Protecting Official Use Only Information
O 481.1C, Chg. 1	Work for Others (Non-Department of Energy Funded Work)
O 482.1	DOE Facilities Technology Partnering Programs
O 484.1, Chg. 1	Reimbursable Work for the Department of Homeland Security
O 522.1	Pricing of Departmental Materials and Services
O 534.1B	Accounting
O 551.1C	Official Foreign Travel <i>(The CRD must be included in all site/facility management contracts that contain the clause at 48 CFR 952.247.70 Foreign Travel.)</i>
O 580.1, Chg. 1	Department of Energy Personal Property Management Program
O 1450.4	Consensual Listening-in to or Recording Telephone/Radio Conversations
O 5400.5, Chg. 2	Radiation Protection of the Public and the Environment
DOE-STD – 1027, Chg. Notice 1	Nuclear Safety Analysis Reports
DOE-STD – 1098- 2008 Chg. Notice 1	Radiological Control
DOE-STD – 1134- 99	Review Guide for Criticality Safety Evaluations

DOE Directive (Orders, Policies, Notices, Manuals, Guidance, Standards)	Directive Title
DOE-STD – 1158-2010	Self Assessment Standard for DOE Contractor Criticality Safety Programs
DOE-STD – 1189-2008	Integration of Safety Into the Design Process
DOE-STD – 3007-2007	Guidelines for Preparing Criticality Safety Evaluations at Department of Energy Non-Reactor Nuclear Facilities

* Graded Approach is defined as the process of ensuring that actions used to comply with a requirement are commensurate with (1) the relative importance of safety and safeguards and security, (2) the magnitude of any hazard(s) involved, (3) the life cycle stage of the facility, (4) the programmatic mission of the facility, (5) the particular characteristics of the facility, (6) the relative importance of the radiological and non-radiological hazards, and (7) any other relevant factor.

**The requirements of DOE N 231.1 will be incorporated into Change 2 of DOE O 231.1A at a later date (TBD).

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

ATTACHMENT J-3 – DELIVERABLES						
	Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required
LEADERSHIP/MANAGEMENT PLANNING						
1.	Semiannual Fee Invoices	Fee invoice	Section B.3	Semiannually, upon determination by the Fee Determining Official (FDO)	CO or as delegated	CO Approval
2.	Erroneous Payment Report	Report of erroneous payments that the contractor made to subcontractors and vendors for which DOE has paid	Federal Improve Financial Performance Initiative	Quarterly, by 25 th of the month after quarter ends	DOE-WVDP Budget Analyst	CO Information
3.	Unified Budget Call or other Budget Formulation Requests for Information	Crosscut or other data that may be needed to support annual budget formulation deliverables.	DOE O 130.1	As requested	DOE-WVDP Budget Analyst	CO Information
4.	Provisional Rates	Document rates and request changes	FAR Appendix 2, Preambles to CAS Rules and Regulations	As requested	CO or as delegated	CO Approval
5.	Citizens Task Force Meetings	Forum for stakeholder involvement in decision process	Section C.1.3.2; Section C.1.3.3; Clause H.19	Monthly	COR or as delegated	COR Information
6.	Annual Emergency Readiness Assurance Plan (ERAP) (including Drill/Exercise schedule)	Report annual accomplishments in Emergency Management and establish 5 year plan	DOE O 151.1B	Annually, by September 15	COR or as delegated	COR Review; CO Approval
7.	Emergency Management Program Description	Provides the direction and approach to be used to minimize the impact of an emergency upon the health and safety of workers, the public and the environment and to limit loss or damage to property	DOE O 151.1C; Section C.1.1.1.2	Within 30 days of contract award date ⁶	COR or as delegated	COR Review; CO Approval
8.	Annual Review/Update of Comprehensive Emergency Plan	Documentation of the comprehensive emergency management program.	DOE O 151.1B	Annually, by December 31	COR or as delegated	COR Review; CO Approval
INFORMATION AND ANALYSIS						

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

	Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required
9.	Annual Fire Protection Summary Report (electronic data submission)	Summary of fire-related incidents/activities occurring at the WVDP	DOE M 231.1-1A, Chg. 2	Annually, by March 31	DOE-WVDP Safety and Site Programs Team Leader	DOE-WVDP Director Information
10.	Individual Accident/Incident Reports (DOE F 5484.3) (electronic data submission)	Number of new and revised individual accident/incident reports	DOE M 231.1-1A, Chg. 2	Quarterly, by January 25, April 25, July 25, and October 25	DOE-WVDP Safety and Site Programs Team Leader	DOE-WVDP Director Information
11.	Tabulation of Work Hours and Vehicle Usage (electronic data submission)	CAIRS	DOE M 231.1-1A, Chg. 2	Quarterly, by January 25, April 25, July 25, and October 25	COR or as delegated	COR Information
12.	Annual Exposure Data Reporting	Radiation Exposure Information System Report	DOE M 231.1-1A, Chg. 2; Section H.21	Annually, by March 31	DOE-WVDP Safety and Site Programs Team Leader	DOE-WVDP Director Information
13.	Occupational Radiation Exposure Report to Individuals	Radiation Exposure Report to individuals	DOE M 231.1-1A, Chg. 2; Section H.21	Annually, by March 31	DOE-WVDP Safety and Site Programs Team Leader	DOE-WVDP Director Information
14.	DOE Annual Real Property Valuation	FIMS Database	DOE M 231.1-1A, Chg. 2	Annually, by September 30	DOE-EMCBC Industrial Property Management Specialist	DOE Office of Engineering and Construction Management and EMCBC Certified Realty Specialist/DOE Realty Officer
15.	Occurrence Reporting Processing System (ORPS) Reports (electronic reporting to DOE system)	Operational events meeting reporting criteria.	DOE M 231.1-2	As required	DOE-WVDP Facility Rep on Duty or as delegated	DOE-WVDP Facility Rep on Duty
16.	Reporting Associated with DOE Orders Regarding Inspector General and General Accountability Office Activities	Support reviews and follow-up on results of findings resulting from reviews.	DOE O 221.2A	As requested	COR or as delegated	COR Approval

HUMAN RESOURCES

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

	Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required
17.	Notification of Labor Disputes and All Relevant Information	Knowledge of potential or actual labor disputes that delay or threaten to delay timely performance of the contract.	FAR 52.222-1; Clause H.13	As required	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team and CO Information
18.	Affirmative Action Plan for Females & Minorities	Affirmative action plan for employment practices of females and minorities.	FAR 52.222-26; FAR 52.222-36	Within 30 days of contract award date ⁶ and updated annually by September 30	DOE-EMCBC Office of Civil Rights and Diversity	DOE-EMCBC Office of Civil Rights and Diversity Review; and Concurrence CO Approval
19.	Equal Employment Report (EEO-1)	File form SF-100 and complete in DOE Workforce Information System (WFIS)	FAR 52.222-26	Annually by September 30	DOE-EMCBC Office of Civil Rights and Diversity	DOE-EMCBC Office of Civil Rights and Diversity Review and concurrence, CO Information
20.	Affirmative Action Plan for Veterans & Individuals with Disabilities	Anti-discrimination plan for veterans	FAR 52.222-35	Within 30 days of contract award date ⁶ and updated annually, by September 30	DOE-EMCBC Office of Civil Rights and Diversity	DOE-EMCBC Office of Civil Rights and Diversity Review and Concurrence and CO Approval
21.	Employment Reports for Disabled Veterans and Veterans of the Vietnam Era	(Federal Contractor Veterans' Employment Report VETS-100)	FAR 52.222-37	Annually, by September 30	DOE-EMCBC Office of Civil Rights and Diversity	DOE-EMCBC Office of Civil Rights and Diversity Review and Concurrence and CO Information
22.	Requests for Labor Standards Determinations	Submittal of work packages for DOE determination of applicable labor standards	FAR 52.222-6; DOE O 350.1, Chg. 3	As Required	DOE-EMCBC Contractor Human	DOE-EMCBC Labor Standards

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

	Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required
					Resource Management Team	Committee and CO determination
23.	Davis-Bacon Act Report of Enforcement	Compliance with Davis Bacon Act submitted through DOE Workforce Information System (WFIS)	29 CFR 5.7(b)	Semi-annually, by April 30 and October 31; when applicable	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team review and CO Information
24.	Energy Employees Occupational Illness Compensation Program Act (EEOICPA)	To provide compensation and medical benefits to employees	EEOICPA Act of 2000; Section C.1.3.3	Monthly	CO or as delegated	CO Information
25.	Organizational Conflicts of Interest Update	Allows verification that the contractor is not biased in their performance of the contract	DEAR 952.209-72	As required	CO or as delegated	CO Information
26.	Key Personnel List	Essential personnel as identified by the Contractor	Clause H.8	Submitted with proposal and updated as necessary prior to changes being implemented	CO or as delegated	CO Approval
27.	Advance Understandings of Human Resource Policies and Systems	DOE approval of contractor policies and procedures covering personnel costs and related expenses	Clause H.11	Within 90 days of contract award date ⁶	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Team Review; CO Approval
28.	Contractor's Employee Compensation Program	Formal policies, practices and procedures to be used in the administration of its compensation system including a compensation system self-assessment plan	FAR 31.205-6; DEAR 970.3102-05-6; Clause H.11	Within 30 days of contract award date ⁶	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Team Review; CO Approval
29.	Individual Compensation Actions for Key Personnel	Use DOE Form 3220.5 to submit initial salaries of all Key Personnel and any changes thereafter	Clause H.11; DOE Order 350.1	Initially and prior to any changes.	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

	Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required
						Review; CO Approval
30.	Application for Contractor Compensation Approval (List of top 5 most highly compensated executives)	DOE F3220.5 for each of the five most highly compensated employees within the contractor's organization for initial salaries and any changes thereafter	DOE O 350.1, Chg. 3; Clause H.11; DOE Acquisition Letter 2007-02	Within 14 days of contract award date ⁶ and upon any change thereafter	DOE-EMCBC Industrial Relations Specialist	DOE-EMCBC Industrial Relations Specialist Review; CO Approval
31.	Report of Compensation	Report of subtotal dollar amounts for exempt and nonexempt employees and individual compensation at \$100,000 and above	DOE O 350.1, Chg. 3	Semi-annually	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team review and CO Information
32.	Report of Contractor Expenditures for Employee Supplementary Compensation	Breakdown of employee benefits compensation [submitted through the DOE Workforce Information System (WFIS), Compensation and Benefits Module]	DOE O 350.1, Chg. 3; Clause H.11	Annually, no later than March 15	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team and CO Information
33.	Contractor Salary-Wage Increase Expenditure	Report of expenditure of funds for merit, promotion, variable pay, special adjustments and what funds are planned for the following salary plan year	DOE O 350.1, Chg. 3; Clause H.11	Annually, after the end of the salary plan year	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team review and CO Information
34.	Actuarial Valuation Reports	Report of annual actuarial valuation report for each DOE-reimbursed pension plan	DOE O 350.1, Chg. 3	Annually by September 30 following plan year	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team and CO

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

	Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required
						Information
35.	IRS Form 5300 Series	Part of tax return submitted to the IRS that documents the establishment, amendments, termination, spin-off, or merger of a plan	DOE O 350.1, Chg. 3; Clause H.11	Within nine months of the last day of the plan year	DOE-WVDP Budget Analyst	DOE-WVDP Budget Analyst Information
36.	Collective Bargaining Agreements	Provide copies of agreements made between local collective bargaining units and the Contractor	DOE O 350.1, Chg. 3; Clause H.13	Upon negotiation of any new collective bargaining agreement or changes thereto	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team, CO and HQ Information
37.	Report of Settlement	Report of results of collective bargaining agreement negotiations to be entered into the Workforce Information System (WFIS)	DOE O 350.1, Chg. 3; Clause H.13	30 to 60 days after formal ratification of settlement	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team and CO Information
38.	Headcount for End of Current Fiscal Year & Projected Headcount for Upcoming Fiscal Year(s)	Submit information through DOE Workforce Information System (WFIS)	Data call	As requested	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team and CO Information
39.	Projected Layoffs for Current Fiscal Year & Future Fiscal Years	Submit information through DOE Workforce Information System (WFIS)	Data call	As requested	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team and CO Information
40.	Standard Form 98 - "Notice of Intention to Make a Service Contract and Response to Notice"	For all subcontracts over \$2.5K subject to the Service Contract Act	DOE O 350.1, Chg. 3	Prior to award of subcontract	DOE-EMCBC Contractor Human Resource	DOE-EMCBC Contractor Human Resource

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

	Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required
					Management Team	Management Team and CO Information
41.	Work Force Restructuring Plan	Whenever a change of work force affecting 100 or more persons within a 12 month period	DOE O 350.1, Chg. 3; Clause H.15; NDAA	Whenever a change of work force affecting 100 or more persons within a 12-month period	DOE-EMCBC Contractor Human Resource Management Team	CO and DOE-HQ Office of Work Force Transition Approval
42.	Work Force Restructuring Implementation Report	Description of how workforce restructuring plan is being implemented.	DOE O 350.1, Chg. 3; Clause H.15	When required	DOE-EMCBC Contractor Human Resource Team	CO and DOE-HQ Office of Work Force Transition Information
43.	Monthly Headcount Report	Report of contractor and prime subcontractor headcount by hourly and salaried employees	Data call	Beginning of each month	DOE EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team information
44.	Proposed Major Compensation and Benefit Plan Program Design Changes	Notification of changes to Compensation and Benefits Plan	DOE O 350.1, Chg. 3; Clause H.11	Prior to making any changes	DOE EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team Review; CO Approval
45.	Annual Compensation Increase Plan	Contractor's request for funds for merit, promotion, special adjustments, variable pay, and structure adjustments	DOE O 350.1, Chg. 3; Clause H.11	Annually prior to start of new salary plan year	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team Review; CO Approval
46.	Annual Overtime Control Plan	Contractor's plan on compensating employees for working overtime, may include	DOE O 350.1, Chg. 3	Annually, as necessary	DOE-EMCBC Contractor	DOE-EMCBC Contractor

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

	Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required
		a plan with justification for exceeding the DOE threshold			Human Resource Management Team	Human Resource Management Team review; CO Approval
47.	Semiannual Report on Overtime Use	Report showing straight time pay versus overtime pay and straight time hours worked versus overtime hours worked, expressed as percentages.	DOE O 350.1, Chg. 3	Semiannually	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Industrial Relations Specialist Review; CO Approval
48.	Contractor Benefits Program	Description of the Contractor Benefits Program	DOE O 350.1, Chg. 3; Clause H.11	Within 30 days of contract award date ⁶ and updated as necessary	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team Review; CO Approval
49.	Employee Benefits Value Study	Report that evaluates the value of contractor's benefit programs with other comparable companies	DOE O 350.1, Chg. 3; Clause H.11; DEAR 970.3102-05-6	Every two years, initial one is due within first year after contract award date ⁶	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team Review; CO Approval
50.	Employee Benefits Cost Survey Comparison	Report that evaluates the cost of contractors benefit programs, may use Bureau of Labor Statistics or DOE Cost Study Template	DOE O 350.1, Chg. 3; Clause H.11; DEAR 970.3102-05-6	Annually	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team Review; CO Approval
51.	IRS Form 5500 with Schedules	Annual Return/Report of Employee Plan-Disclosure document for benefit plan participants	DOE O 350.1, Chg. 3; Clause H.11	Filed by the last day of the 7 th calendar month after the end of the plan year as required	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team review and CO

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required	
					Information	
52.	Insurance Plan Experience Reports for Each Type of Liability Insurance (General and Automobile)	Reports to allow DOE to confirm that Contractor maintains commercial insurance or self-insurance programs required by law, regulation and the requirements of the contract	DOE O 350.1, Chg. 3	Annually	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team review and CO Information
53.	Workplace Substance Abuse Program	Written workplace substance abuse program. In compliance with 10 CFR 707	DEAR 970.5223-3; DOE O 350.1, Chg. 3; 10 CFR 707	Within 60 days of contract award date ⁶	DOE-EMCBC Industrial Relations Specialist	DOE-EMCBC Industrial Relations Specialist Review; CO Approval
54.	Substance Abuse Program Results and Reports for Lower Tier Subcontractors	Report indicating the results of testing in all categories such as applicant, post occurrence, random, reasonable suspicion to include contractor's results as well as lower tier subcontractors that the program applies	DOE O 350.1, Chg. 3	Semi-annually – January 30 and July 30	DOE-EMCBC Industrial Relations Specialist	DOE-EMCBC Industrial Relations Specialist and CO Information
55.	Employee Assistance Program Implementation Plan	A plan for implementing a program of preventative services, education, short-term counseling, coordination with and referrals to outside agencies, and follow-up upon return to work	DOE O 350.1, Chg. 3	Within 60 days of contract award date ⁶	DOE-EMCBC Industrial Relations Specialist	DOE-EMCBC Industrial Relations Specialist Review; CO Approval
56.	Employee Assistance Program Services Reports	Provide information regarding the services available to employees and training available to supervisors and managers on identification of deteriorating job performance or judgment, or observation of unusual conduct, and appropriate handling and referral	DOE O 350.1, Chg. 3	As required by CO	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team and CO Information
57.	Adverse Impact Analysis	Analysis of EEO impacts resulting from involuntary separations	DOE O 350.1, Chg. 3; Secretarial Policy on Workforce Restructuring	As required	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team, Office

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required	
					of Legal Services and CO review and approval	
58.	Copies of All Insurance Policies or Insurance Arrangements	Current copies throughout the contract term	DOE O 350.1, Chg. 3	As required	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team review and CO Approval
WORK PROCESSES						
MANAGEMENT PROCESSES						
59.	Transition Plan	A plan describing those activities necessary to be prepared to assume full responsibility for the contract requirements and to ensure an orderly transfer of responsibilities and accountability.	Clause B.9; Attachment C-8	At contract award date ⁶	DOE-WVDP Project Control and Integration Team Leader	COR Review; CO Approval
60.	Earned Value Management System Description (EVMSD)	A detailed description of the Contractor's plan to implement a project control system that reflects the project status relative to cost and schedule performance.	ANSI/EIA-748-1998; DOE O 413.3A, Chg. 1; Clause H.18	Within 60 days of contract award date ⁶	DOE-WVDP Project Control and Integration Team Leader	COR Review; CO Approval
61.	Statement of Material Differences	Material differences between the actual and documented conditions of the systems, facilities, waste sites, property and services.	Clause B.9	Within 60 days of contract award date ⁶	DOE-WVDP Project Control and Integration Team Leader	DOE-WVDP Director Approval
62.	Project Baseline Documents	Comprehensive plan to achieve scope, cost and schedule objectives consistent with contract award. Includes the following:	DOE O 413.3A, Chg. 1; Clause H.18	Within 60 days of contract award date ⁶	DOE-WVDP Project Control and Integration Team Leader	DOE-WVDP Director Approval

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required
	Project Baseline Summary Budget Allocation Plan	DOE O 413.3A, Chg. 1; Clause H.18	Initially submitted with Project Baseline Documentation; then annually by June 30	DOE-WVDP Project Control and Integration Team Leader	DOE-WVDP Director Approval
	Resource Loaded Integrated Schedule	DOE O 413.3A, Chg. 1; Clause H.18	Submitted with Project Baseline Documentation	DOE-WVDP Project Control and Integration Team Leader	DOE-WVDP Director Approval
	WBS Dictionary	DOE O 413.3A, Chg. 1; Clause H.18	Submitted with Project Baseline Documentation	DOE-WVDP Project Control and Integration Team Leader	DOE-WVDP Director Approval
	Risk Management Plan	DOE O 413.3A, Chg. 1; Clause H.18	Submitted with Project Baseline Documentation within 60 days of contract award date ⁶ and annually by August 15	DOE-WVDP Project Control and Integration Team Leader	DOE-WVDP Director Approval
	Management, Planning and Control Policies and Procedures	DOE O 413.3A, Chg. 1; Clause H.18	Submitted with Project Baseline Documentation	DOE-WVDP Project Control and Integration Team Leader	DOE-WVDP Director Approval
	Waste Disposition Monthly Plan (by waste type, quantity and destination)	DOE O 413.3A, Chg. 1; Clause H.18	Initially submitted with Project Baseline Documentation; then updated monthly no later than 15 days after end of month.	DOE-WVDP Project Control and Integration Team Leader	DOE-WVDP Director Information
	Staffing Analysis	Clause H.18	Within 60 days of contract award date ⁶	DOE-WVDP Project Control and Integration Team Leader	DOE-WVDP Director Approval
63.	Phase 1 Decommissioning Work Plan	Implementation of demolition activities consistent with the Phase 1 Decommissioning Plan for the West Valley Demonstration Project and the Nuclear Regulatory Commission Technical Evaluation Report	Section C.6.0	Within 60 days of contract award date ⁶	DOE-WVDP Project Control and Integration Team Leader DOE-WVDP Director Approval

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS DELIVERABLES

	Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required
64.	Project Performance Report	Project performance and financial status, cost and schedule variance by WBS and PBS, major milestone status, safety status and critical technical and program issues, etc.	DOE O 413.3A, Chg. 1; Clause H.18, Clause G.4	Monthly, by the 15th	DOE-WVDP Project Control and Integration Team Leader	DOE-WVDP Director Information
65.	GFS/I Request	Projection of additional GFS/I to be furnished under the contract. Considered part of the project baseline.	Clause H.17	Updated within 60 days of contract award date ⁶ and annually thereafter prior to each fiscal year	DOE-EMCBC Industrial Property Management Specialist	COR Review; CO Approval
66.	GFS/I Update	Projection of additional GFS/I to be furnished under the contract.	Clause H.17	Quarterly, as needed	DOE-EMCBC Industrial Property Management Specialist	COR Review; CO Approval
67.	Weekly Project Status Report	Project status and accomplishments.	COR direction	Weekly	COR or as delegated	COR and DOE-WVDP Director Information
68.	Non-Compliance Tracking System (NTS) Reports (electronic reporting to DOE system)	Submittal of detailed, draft reports of PAAA non-compliances to DOE-WVDP for concurrence prior to submittal into electronic system	10 CFR 820	As required	DOE-WVDP Safety and Site Programs Team Leader	COR and DOE-WVDP Director Information
69.	Quality Assurance Program Document and Implementation Plan	Contract transition activity	10 CFR 830; DOE/RW-0333P	Within 60 days of contract award date ⁶	DOE-WVDP Quality Engineer	DOE-WVDP Director Approval
70.	Quality Assurance Plan Update	Annual submittal of QAP changes for DOE approval.	10 CFR 830	Annually by August 30	DOE-WVDP Safety and Site Programs Team Leader	DOE-WVDP Director Approval
71.	PAAA Tracking System or Status Report	Local Compliance Tracking System (LCTS)	10 CFR 830; Clause H.22	As requested	COR or as delegated	COR Information
72.	Radiological Self-Assessment/Schedule	Triennial Report	10 CFR 835	Within 30 days of contract award date ⁶ ; then updates as required	DOE-WVDP Safety and Site Programs Team Leader	DOE-WVDP Director Information
73.	Completion Documents for High Level Waste Canister Relocation	Completion of all documents required for payment of the PBI associated with the High Level Waste canister relocation	Clause B.2; Section C.5.0	As proposed by the Contractor	COR or as delegated	COR Review; CO Approval

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

	Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required
74.	Completion Documents for Demolition and Disposal of the MPPB and the Vitrification Facility	Completion of all documents required for payment of the PBI associated with the demolition and disposal of the MPPB and the Vitrification Facility	Clause B.2; Section C.6.1; Section C.6.2	As proposed by the Contractor	COR or as delegated	COR Review; CO Approval
75.	Completion Documents for Processing, Shipment and Disposal of All Legacy Waste Off Site	Completion of all documents required for payment of the PBI associated with the shipment and disposal of all Legacy Waste off site	Clause B.2; Section C.9.0	As proposed by the Contractor	COR or as delegated	COR Review; CO Approval
FACILITY AUTHORIZATION						
76.	Startup Notification Report	Nuclear facility startups or restarts	DOE O 425.1D	Quarterly (negative quarterly reports not required)	DOE-WVDP Safety and Site Programs Team Leader	DOE-WVDP Director Approval
77.	Training Implementation Matrix	Nuclear facility training requirements	DOE O 426.2	Within 90 days of contract award date ⁶ ; then updates as required.	DOE-WVDP Safety and Site Programs Team Leader	DOE-WVDP Director Approval
78.	Conduct of Operations Matrix	Conduct of Operations requirements for DOE facilities	DOE O 422.1	Within 60 days of contract award date ⁶ ; then updated as required	DOE-WVDP Safety and Site Programs Team Leader	DOE-WVDP Director Approval
79.	ALARA Report	Track and trend site cumulative exposure	DOE-STD-1098-99, Part 3, Article 131	Annually, by September 30	DOE-WVDP Safety and Site Programs Team Leader	DOE-WVDP Director Information
80.	Documented Safety Analysis Update	Annual updated document for DOE approval or letter stating there have been no changes	10 CFR 830.202(c)(2)	Annually, by last DOE approval date	DOE-WVDP Safety and Site Programs Team Leader	DOE-WVDP Director Approval
81.	USQ Procedure	Contract transition activity.	10 CFR 830.203(a)(1)	Within 14 days after contract award date ⁶	DOE-WVDP Safety and Site Programs Team Leader	DOE-WVDP Director Approval
82.	USQ Program Summary Report	Annual summary of USQ process determinations performed since the prior submission	10 CFR 830.203(d)	Annually, summary report must accompany DSA annual update submittals	DOE-WVDP Safety and Site Programs Team Leader	DOE-WVDP Director Approval

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

	Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required
83.	Fire Hazard Analysis	Comprehensive and qualitative assessment of risk from fire within individual fire areas in WVDP facilities	DOE O 420.1B, Chg. 1	As required	DOE-WVDP Safety and Site Programs Team Leader	DOE-WVDP Director Information
84.	Main Plant Process Building Demolition Plan	A plan that describes in detail how the Main Plant Process Building can be demolished.	Section C.6.0	Once	DOE-WVDP Project Control and Integration Team Leader	DOE-WVDP Director Approval
85.	Vitrification Facility Demolition Plan	A plan that describes in detail how the Vitrification Facility can be demolished.	Section C.6.0	Once	DOE-WVDP Project Control and Integration Team Leader	DOE-WVDP Director Approval
86.	Inspection and Maintenance Plan for Dam System	A plan that describes how the Contractor will operate and maintain the reservoir, emergency spillway, dams and all appurtenant structures in safe condition at all times	6 NYCRR Part 673, Dam Safety Regulations, Section 673.13; Section C.2.1	Within 12 months of contract award date ⁶	DOE-WVDP Project Control and Integration Team Leader	DOE-WVDP Director Approval
87.	Recommendation for Stabilization of the Lagoon 3 Slope	Evaluation the stability of the Lagoon 3 slope for deep-seated slope failure and provide recommendation for stabilization and/or operations to ensure satisfactory service for 20+ years	Section C.6.8	Within 12 months of contract award date ⁶	DOE-WVDP Project Control and Integration Team Leader	DOE-WVDP Director Approval
88.	Design to Armor and Protect the NDA North Slope	A design to stabilize the NDA North Slope that must be capable of withstanding one half the probable maximum precipitation event for the drainage of the NDA and SDA	Section C.8.0	Within 12 months of contract award date ⁶	DOE-WVDP Project Control and Integration Team Leader	DOE-WVDP Director Approval
LIFE-CYCLE FACILITY						
89.	Preventive Maintenance Schedule and Custodial Plan	Plan identifying types of services, frequencies and levels at which facilities are to be maintained	DOE O 430.1B, Chg. 1; DOE O 433.1B; Section C.2.0	Within 60 days of contract award date ⁶	COR or as delegated	COR Review; CO Approval
90.	Annual Review of Utilization of Real Property	Life-cycle management of real property assets	DOE O 430.1B, Chg. 1	Annually, by June 1	DOE-EMCBC Certified Realty Specialist/DOE Realty Officer	COR and CO Information
91.	Annual Real Property Inventory Report	Life-cycle management of real property assets	DOE O 430.1B, Chg. 1	Annually, by July 1	DOE-EMCBC Certified Realty Specialist/DOE Realty Officer	COR and CO Information

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

	Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required
92.	Description of Property, Plant and Equipment Accounting Procedures	Description of the Contractor's controls to ensure acquisition, use and retirement of property according to DOE requirements	DOE Accounting Handbook	Annually, by TBD	DOE-EMCBC Certified Realty Specialist/DOE Realty Officer	COR and CO Information
93.	Energy Consumption Report (electronic)	Provide plant energy data for Energy Management System (EMS) reports to President and Congress	DOE O 430.2B (graded approach)	Quarterly, no later than 15 days after end of quarter	COR or as delegated	DOE-WVDP Director Information
94.	Waste Management Plan	A plan for characterizing, processing, packaging, and disposing of waste	DOE O 435.1, Chg. 1; Section C.6.0	Annually, by TBD	DOE-WVDP FPD for Waste Management	DOE-WVDP FPD for Waste Management Information
95.	Nevada National Security Site LLW and MLLW Preliminary Disposal Forecast	Estimated volume of LLW and MLLW to be treated/disposed at NNSS in the next fiscal year	NNSS Request	Annually, by July 1	DOE-WVDP FPD for Waste Management	DOE-WVDP FPD for Waste Management Information
96.	Nevada National Security Site LLW and MLLW Final Disposal Forecast	Final estimated volume of LLW and MLLW to be treated/disposed at NNSS in the current fiscal year	NNSS Request	Annually, by November 1	DOE-WVDP FPD for Waste Management	DOE-WVDP FPD for Waste Management Information
WORKER PROTECTION						
97.	Integrated Safety Management System Description	Contract transition activity	DEAR 970.5223-1 Section C.1.1; DOE M 450.4-1	Within 60 days of contract award date ⁵ (if existing DOE-approved ISM System is not adopted) and updated annually, as required	DOE-WVDP Safety and Site Programs Team Leader	DOE-WVDP Director Approval
98.	Contractor Assurance System Program Description	Submit a detailed plan describing how the contractor will implement a formal Contractor Assurance Program to DOE-WVDP for approval.	Section C.1.1.1.3; DOE O 226.1A	Within 60 days of contract award date ⁶ (may be included in Safety Management System Description or Quality Assurance Program Document/Plan)	DOE-WVDP Safety and Site Programs Team Leader	DOE-WVDP Director Approval

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

	Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required
99.	Annual Review of ISMS	Review of the ISMS (Update of the ISMS Description document, and performance measures)	DEAR 970.5223-1; Section C.1.1.1; DOE O 226.1A	Annually, by August 30	DOE-WVDP Safety and Site Programs Team Leader	DOE-WVDP Director Approval
100.	Annual Review of Contractor Assurance System	A Department-wide oversight process to protect the public, workers, environment, and national security assets	Section C.1.1.1.3; DOE O 226.1A	Annually, by August 30 (may be included in Safety Management System Description or Quality Assurance Program Document/Plan)	DOE-WVDP Safety and Site Programs Team Leader	DOE-WVDP Director Approval
101.	Health and Safety Plans (HASPs)	Addresses the safety and health hazards of each phase of site operation and includes requirements and procedures for employee protection	29 CFR 1910.120	As required	DOE-WVDP Safety and Site Programs Team Leader; DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	DOE-WVDP Field Element Manager Review; CO Approval
102.	Employee Concerns Program Status Report	Submit reports which provide specific details on the numbers, type, status and disposition of employee concerns to DOE-WVDP for information	DOE O 442.1A	Quarterly, by January 15, April 15, July 15, and October 15	DOE-WVDP Safety and Site Programs Team Leader	COR Information
103.	Worker Safety and Health Program	Written worker safety and health plan that provides the methods for implementing the requirements of 10 CFR 851	10 CFR 851; Section C.1.1.1.2	Within 60 days of contract award date ⁶	DOE-WVDP Safety and Site Programs Team Leader	DOE-WVDP Field Element Manager Review; CO Approval
104.	Worker Safety and Health Program Update	Updated Worker Safety and Health Program required whenever significant changes are made or a letter annually stating that no changes to the plan previously approved are necessary	10 CFR 851; Section C.1.1.1.2	Annually or whenever significant changes are made	DOE-WVDP Safety and Site Programs Team Leader	DOE-WVDP Field Element Manager Review; CO Approval
PROTECTION OF THE PUBLIC AND ENVIRONMENTAL						
105.	NEPA documentation	Support DOE preparation of environmental checklists, CXs, etc.	Section C.1.1.1.1; Clause H.31	As required to support activities	DOE-WVDP Regulatory Strategy and Environmental Compliance	COR Information

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS DELIVERABLES

Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required	
				Team Leader		
106.	NEPA Administrative Record	Compilation of documents that are relied on in the decision making process	Section C.1.3.3	As required to support activities	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
107.	NEPA Project Record	Includes all documentation in the NEPA Administrative Record with the exception of very large sets of materials (e.g., the complete set of EIS references)	Section C.1.3.3	As required to support activities	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
108.	Quarterly Public Meetings	Site issues and project status	Stipulation of Compromise; Section C.1.3.2; Section, C.1.3.3; Clause H.19	Quarterly	COR or as delegated	COR Information
109.	RCRA 3008(h) Administrative Order on Consent Quarterly Progress Report	Summary of progress made by the WVDP on RCRA 3008(h) Consent Order activities	RCRA 3008(h) Consent Order Section VI.5(f); Section C.1.1.1.1; Clause H.31	Quarterly, by February 15, May 15, August 15, and November 15 ¹	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
110.	Sampling and Analysis Plans (SAP)	Documents the procedural and analytical requirements for sampling events and includes elements such as methodology, equipment, procedures, locations, decontamination procedures, sample containers and preservation, and data quality objectives.	NYSDEC Regulation; Clause H.31	As required to support activities ²	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
111.	Hazardous Waste Reports	Report of hazardous waste management activities for the preceding year.	NYSDEC Regulation; Clause H.31	Annually, by March 1 ²	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
112.	Fiscal Year Pollution Prevention Accomplishments Report	Reports reductions in generation of hazardous waste	DOE M 435.1-1, Chg. 1	Annually by November 30 (via internet) ¹	DOE-WVDP Regulatory	COR Information

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

	Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required
					Strategy and Environmental Compliance Team Leader	
113.	Report on Waste Generation and Pollution Prevention Progress	Annual Progress Reports on Implementation of Environmental Provisions of Executive Order 13423, <i>Strengthening Federal Environmental, Energy, and Transportation Management</i>	DOE M 435.1-1, Chg. 1	Annually by November 30 (via Internet) ¹	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
114.	Comprehensive Spill Prevention Response Plan	Response plan to address releases to the soil of all hazardous substances including fuel oil.	NYSDEC Regulation; Clause H.31	Annually, by June 1	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Review; CO Approval
115.	Spill Reporting	Reporting of spills as specified per time frames specified in federal, state, local law/regulation	Federal, state, and local law/regulations	Upon occurrence/ identification of spills	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
116.	Annual Treatability Study Report	Report discussing treatability studies performed for the previous year and/or planned for the current year	6NYCRR Section 371.1 (e)(4)(v)(i)	Provided to NYSDEC annually by March 15 ¹	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
117.	RCRA Corrective Measures Studies	Identify, develop, and evaluate potential remedial alternatives for removal, containment, and/or treatment of contamination pursuant to the 3008(h) Consent Order.	NYSDEC Regulation; Clause H.31; Section C.1.1.1.1	As required by regulator pursuant to 3008(h) Consent Order ²	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
118.	RCRA Section 3016	Hazardous waste management activities for the preceding 2 years.	NYSDEC Regulation; Clause H.31	Every 2 years – beginning December 30, 2005 ¹	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS DELIVERABLES

	Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required
119.	Site Treatment Plan Update	Plan for treatment, storage, and disposal of mixed waste	FFCA Consent Order; Clause H.31	Annually, by February 15 ²	DOE-WVDP FPD for Waste Management	COR Information
120.	NESHAPS Report	Total quantity of radiological emission. Includes CAP 88-PC Dose Assessment	40 CFR 61 Subpart H; Clause H.31	Annually, by June 30 ²	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
121.	Annual Site Environmental Report (ASER) (DOE-HQ guidance is provided annually for report preparation)	Characterize environmental management performance of site for the CY	DOE M 231.1-1A, Chg. 2	Annually, by October 1 ³	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
122.	RCRA Part B Application modifications	Modifications to RCRA Part B Application as submitted to NYSDEC	NYCRR 373-1; Clause H.31; Section C.1.1.1.1	As required ⁴	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
123.	Groundwater Protection Plan (include as part of the ASER) Note: All groundwater monitoring (not only radiological) is to be included as part of the ASER.	Summary of the program including the number of wells, sampling method, frequency, analysis performed and results. Summarize the hydrogeology of the site, major aquifers, groundwater movement, potential sources of pollution and uses of ground water in the vicinity of the site. Include a map of active and abandoned well locations.	DOE O 5400.5, Chg. 2; DOE O 450.1A; Clause H.31; Section C.1.1.1.1	Annually, by October 1 ³	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
124.	Stormwater Pollution Prevention Plan (Review current plan and submit update as necessary)	Satisfies a requirement of the facility's SPDES Permit NY-0000973 for discharges into combined storm water outfalls	SPDES Permit; Clause H.31	Annually, by February 15	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
125.	Regulator Reports	Various RCRA, CAA, SDWA, and CWA reports	Section C, Attachment C-6; Clause H.31	As required ²	DOE-WVDP Regulatory Strategy and Environmental Compliance	COR Information

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required	
				Team Leader		
126.	Environmental Monitoring Plan (including all groundwater monitoring)	Environmental monitoring and surveillance plan	Section C.1.1.1.1; DOE 450.1A; Clause H.31	Every 3 years and an annual update by December 31	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
127.	State Pollutant Discharge Elimination System (SPDES) Discharge Monitoring Reports	Monitoring of discharges to river including sampling, analysis, data management and reporting	NYSDEC Regulation; SPDES permit; Clause H.31	28th of each month ⁵	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
128.	Drinking Water Analysis	Monitoring of drinking water	NYSDOH; Clause H.31	As required	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
129.	SARA Title III- 312	Hazardous chemical inventory data and locations for state and local emergency response organizations	NYSDEC Regulation; Clause H.31	Annually, by March 1 ²	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
130.	SARA Title III - 313	Toxic chemical release inventory	NYSDEC Regulation; Clause H.31	Annually, by July 1 ²	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
131.	Monthly Drinking Water Report	Report to Cattaraugus County Health Department on drinking water monitoring	NYSDOH; Clause H.31	10th of each month ⁵	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
132.	Pre-discharge Radiological Analysis of Lagoons	Report to NYSDEC prior to lagoon discharge	NYSDEC Regulation; SPDES Permit;	Results faxed to NYSDEC no less than	DOE-WVDP Regulatory	COR Information

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required	
		Clause H.31	1 day prior to Lagoon discharge (DOE-WVDP review is required prior to sending information to NYSDEC)	Strategy and Environmental Compliance Team Leader		
133.	Compliance Certification for the Sulfur Dioxide Emission Standard for the Boilers at the WVDP	Report to NYSDEC	6 NYCRR Pt 201-4; Air Facility Registration Certificate 9-0422-00005/00009; Clause H.31	Twice Annually, by January 31 and July 31 ¹	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
134.	Sustainability Plan (formerly Executable Plan)	Report on Departmental Energy, Renewable Energy & Transportation Management	DOE O 430.2B (graded approach); EO 13423; Clause H.31	Annually by December 31 ²	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
135.	Reports to support EO 13423 & 13514	EO 13423 sets numerous Federal energy and environmental management requirements in several areas, including but not limited to: Implementing Instructions, Reducing Energy Intensity, Increasing Use of Renewable Energy, Reducing Water Intensity, Designing and Operating Sustainable Buildings, and Managing Federal Fleets EO 13514, establishes an integrated strategy towards sustainability in the federal government and to make reduction of greenhouse gas (GHG) emissions a priority for federal agencies.	DOE O 430.2B; DOE O 450.1A; Clause H.31	As required ²	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
136.	Excluded Building Self-Certification	In support of EO 13423	EO 13423; DOE O 430.2B; Clause H.31	Annually by February 15 ¹	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader and DOE-EMCBC Certified Realty Specialist/DOE	COR Information

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required	
				Realty Officer		
137.	Environmental Monitoring Program Effluent Summary & Trend Analysis Report	Provides analysis of noteworthy results of radiological analyses for all EMP monitoring points in accordance with EM-11, "Documentation and Reporting of Environmental Data" and DOE/EH-0173T, "Environmental Regulatory Guide for Radiological Effluent Monitoring and Environmental Surveillance."	DOE O 450.1A; RCRA 3008(h) Order on Consent; Clause H.31	Quarterly, by April 30, July 30, October 30, and January 31	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
138.	Groundwater Trend Analysis Report	This report evaluates the results of sampling and analysis of on-site groundwater at the WVDP and discusses other matters relevant to the Groundwater Monitoring Program.	DOE O 450.1A; RCRA 3008(h) Order on Consent; Clause H.31	Quarterly, by March 31, June 30, September 30, and December 31 (The monitoring year runs from December 1 through November 30 of the following year)	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
139.	Exception Report for RCRA Groundwater Monitoring Results	Report to NYSDEC	DOE O 450.1A; RCRA 3008(h) Order on Consent; Clause H.31	Quarterly, following each routine groundwater sampling event ¹	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
140.	Permit/License Applications and/or Renewal Applications	Various RCRA, CAA, SDWA, and CWA	Section C, Attachment C-6; Clause H.31	As required ³	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR Information
141.	Radiation Safety Program Description	Ensures that radiation exposures to the Contractor's workers and the public and releases of radioactivity to the environment	10 CFR 835; Section C.1.1.1.2	Within 30 days after contract award date ⁵	DOE-WVDP Safety and Site Programs Team Leader	DOE-WVDP Director Approval
142.	Updated Radiation Safety Program	Annual submittal of revisions to Radiation Safety Program	10 CFR 835	Annually	DOE-WVDP Safety and Site Programs Team Leader	DOE-WVDP Director Approval
143.	Nuclear Safety Program Description	Ensures that all nuclear facilities are maintained and operated within the DOE	10 CFR 830; Section C.1.1.1.2	Within 30 days after contract award date ⁶	DOE-WVDP Safety and Site	DOE-WVDP Director

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

	Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required
		approved safety basis			Programs Team Leader	Approval
144.	Issues Management System	Identification, assignment of significance category, and processing of nuclear safety-related issues identified within the Contractor's organization	10 CFR 830; DOE/RW-0333P; Section C.1.1.1.3	Within 90 days after contract award date ⁵	DOE-WVDP Safety and Site Programs Team Leader	DOE-WVDP Director Approval
145.	Criticality Safety Program Description	Ensures that operations with fissionable material remain subcritical under all normal and credible abnormal conditions	10 CFR 830.204(b)(6); Section C.1.1.1.2	Within 30 days after contract award date ⁶	DOE-WVDP Safety and Site Programs Team Leader	DOE-WVDP Director Approval
146.	Permeable Treatment Wall Quarterly Monitoring Report	To provide environmental monitoring data as described in WVDP-512	Section C.3.0	Quarterly	COR or as delegated	COR Review; CO Approval
147.	Monthly Permeable Treatment Wall Supplemental Hydraulic Monitoring Report	To provide environmental monitoring data as described in WVDP-512	Section C.3.0	Monthly	COR or as delegated	COR Review; CO Approval
148.	Annual Permeable Treatment Wall Monitoring Report	To provide environmental monitoring data as described in WVDP-512	Section C.3.0	Annually	COR or as delegated	COR Review; CO Approval
149.	Comprehensive Permeable Treatment Wall Monitoring Report	To provide environmental monitoring data as described in WVDP-512	Section C.3.0	Every five year; first one due in 2015	COR or as delegated	COR Review; CO Approval
SAFEGUARDS AND SECURITY						
150.	Cyber Security Program Plan	Computer protection program plan	DEAR 952.204-77; DOE O 205.1; DOE N 205.3; Section C.10.1	Within 60 days after contract award date ⁶ and annually by September 30	DOE-WVDP Safety and Site Programs Team Leader and DOE-EMCBC Designated Authorizing Authority Representative	DOE-EMCBC Designated Authorizing Authority
151.	Cyber Security Self Assessment	Submit a cyber security annual assessment, which documents contractor compliance with the requirements of DOE Order 205.1, to DOE-WVDP for approval.	DOE O 205.1	Annually, by September 30	DOE-WVDP Safety and Site Programs Team Leader and DOE-EMCBC Designated Authorizing	COR Information

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

	Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required
					Authority Representative	
152.	Cyber Security Peer Review	Submit a cyber security annual peer review	DOE O 205.1	September 30, 2011	DOE-WVDP Safety and Site Programs Team Leader and DOE-EMCBC Designated Authorizing Authority Representative	COR Information
153.	Computer Security Incident Reports	To document incidents involving the compromise to classified or sensitive unclassified data on computer systems	DOE N 205.4	Per occurrence	DOE-WVDP Safety and Site Programs Team Leader and DOE-EMCBC Designated Authorizing Authority Representative	COR Information
154.	Government Property Missing, Lost, Damaged or Theft Report	Reports incidents of any loss of Government Property	FAR 52.245-1; DOE O 580.1, Chg. 1	Monthly E-Mail - within 5 working days following end of month	DOE-EMCBC Government Property Administrator	CO Information
155.	Site Security Plan	To describe the physical protection program in place.	DOE M 470.4-1, Chg. 1	Within 60 days of contract award date ⁶ and annually by September 30	COR or as delegated	COR Information
156.	FOCI Self-Assessment Certification	Annual FOCI Status	DOE P 470.1	Annually, by September 30	COR or as delegated	COR Information
157.	5 Year FOCI Certification	Certification	DOE P 470.1	5 years from last certification	COR or as delegated	COR Information
158.	Protective Force Training Plan	Identify required annual and remedial/refresher training for the next Fiscal Year	DOE M 470.4-3A	Annually, by January 1	COR or as delegated	COR Information

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

	Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required
159.	Protective Force Strength/Cost Report	Headcount and expenditures for protective force	NN513.1/DOE-HQ Letter dated 06/20/97	Quarterly - 10 working days following each FY quarter	COR or as delegated	COR Information
160.	Aviation Management Plan	Submission of quarterly report of flight hours, cost and other relevant data	DOE O 440.2B, Chg. 1	Quarterly, when applicable	COR or as delegated	COR Information
161.	Contractor guidelines for identifying UCNI	Internal guidelines used by the contractor to identify UCNI	DOE O 471.1B	Within 60 days of contract award date ⁶	COR or as delegated	COR Information
BUSINESS AND SUPPORT SERVICES						
162.	Balanced Score Card Reporting	Monitors organization performance against goals	DOE-HQ Requirement	Annually, by December 1 and as requested	CO or as delegated	CO Information
163.	Balanced Score Card Plan	Plan to measure organizational performance against strategic goals	DOE-HQ Requirement	Annually, by September 15 (DOE-HQ issues data call and date may vary) and as requested	CO or as delegated	CO Information
164.	DOE HQ Clearance Review Plan	Provides a list of the contracts over the CO authority level	DOE-HQ Requirement	Annually, by September 15 (DOE-HQ issues data call and date may vary) and as requested	CO or as delegated	CO Information
165.	Annual Forecasting of Subcontracting Opportunities	Provides a list of the possible opportunities for Small Businesses	DOE-HQ Requirement	Annually, by September 15 (DOE-HQ issues data call and date may vary) and as requested	CO or as delegated	CO Information
166.	Awards to Private Sector	Provides list of all awards made to Private Sector including the dollar value of the award, a description of the item purchased, and the size status and category (e.g., woman-owned, HUBZone, small disadvantaged, etc.) of each company	DOE-HQ Requirement	Annually, by October 15 (DOE-HQ issues data call and date may vary) and as requested	CO or as delegated	CO Information
167.	Budget Status Reports	Includes variance analyses, revised forecasts, and funding impacts	Section C.1.3.1	As requested	DOE-WVDP Budget Analyst	DOE-WVDP Budget Analyst, COR and CO Information

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

	Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required
168.	Cost Accounting Standard Disclosure Statement	Contractor disclosure statement for allocation of indirect costs	FAR 52.230-2	Within 14 days of contract award date ⁶ and within 60 days of any change	CO or as delegated	CO Information
169.	Material Safety Data Sheets	Written or printed material concerning a hazardous chemical	29CFR1910.1200	Prior to use of hazardous material	DOE-WVDP Safety and Site Programs Team Leader	COR Information
170.	Agency Motor Vehicle Data Report Combined with Report of Truck Data Electronically submitted via Federal Automotive Statistical Tool (FAST)	Provide current GSA and Agency owned fleet makeup and charges	41 CFR 102-34.345, 102-34.355 and 109-38.903-50	Annually, by November 15	DOE-EMCBC Government Property Administrator	CO Information
171.	Program for the Acquisition, Maintenance and Operation of Motor Vehicles and Equipment	Maintain program to ensure compliance with all applicable regulations, state and local laws, and property management requirements	Section C.1.3.3; DEAR 945.570-2	Within 14 days of contract award date ⁶	DOE-EMCBC Government Property Administrator	CO Information
172.	Report of Periodic Physical Inventory Results	Periodically perform, record and disclose property inventory results	FAR 52.245-1; DOE O 580.1, Chg. 1	Annually, by September 30	DOE-EMCBC Government Property Administrator	CO and HQ Information
173.	Annual Excess Personal Property Furnished to Non-Federal Recipients	Details non-federal recipients of excess property	41 CFR Part 102-36.295; 41 CFR Part 109-43.4701	Annually, by October 31	DOE-EMCBC Government Property Administrator	DOE-WVDP Budget/ Finance, CO and DOE-HQ Office of Property Management Information
174.	Negotiated Sales Report	Provides detailed breakdown of negotiated property sales	41 CFR 101-45.4702;	Annually, by October 31	DOE-EMCBC Government Property Administrator	DOE-HQ Office of Property Management Information
175.	Summary of DOE-Owned Plant and Capital Equipment	Accounting of all DOE-owned P&CE purchased by or furnished to the contractor	Federal Accounting Standards Advisory Board FSSAB letter No. 6	Annually, by September 30	DOE-EMCBC Government Property Administrator	DOE-HQ Office of Property Management Information
176.	Property Information Database (PIDS)	Volume & original acquisition cost of gov't. owned equipment for: Sensitive; \$5K - \$25K;	FAR 45; FAR 52.245-1; DEAR 945.102-70	Annually, by October 31	DOE-EMCBC Government	DOE-HQ Office of

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

	Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required
		and > \$25K			Property Administrator	Property Management Information
177.	Personal Property Deferred Maintenance Closure Form	Measurement of Potential Deferred Maintenance on Personal Property	Federal Financial Accounting Standard No.6	Annually, by September 30	DOE-EMCBC Government Property Administrator	CO Information
178.	Financial Disclosure of Revenue Activities (Revenue Foregone Report)	Report goods and services that are sold to the public or other entities and also in the amount of revenues foregone resulting from these transactions	Statement of Federal Financial Accounting, Standard No. 7	Annually, by October 30	DOE-EMCBC Government Property Administrator	DOE-WVDP Finance, CO and DOE-HQ Office of Property Management Information
179.	Affirmative Procurement Report	Report on procurement programs maximizing environmental benefits	Executive Order 13101	Annually, by October 15	CO or as delegated	CO Information
180.	Personal Property Management System	Comprehensive property management system	Section C.1.3.3; FAR 52.245-1; DOE O 580.1, Chg. 1	Within 60 days of contract award date ⁶	DOE-EMCBC Government Property Administrator	DOE-EMCBC Property Management Specialist Review; CO Approval
181.	Procurement System	Comprehensive purchasing system	DEAR 970.5244-1	Within 14 days of contract award date ⁶	CO or as delegated	CO Approval
182.	Legal Management Plan	Plan to manage legal costs and matters.	10 CFR 719.12; Section H.33	Within 60 days of contract award date ⁶	CO or as delegated	CO Approval
183.	Annual activity report for internal audit	Annual internal audit report of allowable costs.	DEAR 970.5203-1	Annual, by July 15	CO or as delegated	CO Information
184.	Small Business and Small Disadvantaged Business Subcontracting Plan	Establishes dollars planned for award to Small, Small- Disadvantaged and Small Women-owned businesses	FAR 52.219-9	Submitted with proposal and incorporated in contract at award; revisions required for \$500K+ increase to the total price of the contract.	CO or as delegated	CO Approval

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

	Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required
185.	List of Subcontractors (applicable to work subject to the Davis- Bacon Act)	Statement and Acknowledgement Form (SF-1413)	FAR 52.222-11	Within 14 days of contract award date ⁶	CO or as delegated	CO Information
186.	Individual Subcontracting Report	Provides subcontracting information electronically for a specific DOE contract	FAR 52.219-9	Semi-annually and at contract completion	CO or as delegated	CO Information
187.	Summary Subcontracting Report	Provides an annual electronic summary of subcontracts awarded by the Contractor for all of their DOE contracts	FAR 52.219-9	Annually, at close of each Fiscal Year	CO or as delegated	CO Information
188.	Travel Cost Summary	Quarterly Summary of all Travel Related Costs	DOE-HQ Requirement	Quarterly, by December 1, March 1, June 1, and September 1	CO or as delegated	DOE-WVDP Budget/ Finance and CO Information
189.	Purchase Card/Travel Card Report	Purchase Card/Travel Card Report	DOE-HQ Requirement	As requested	CO or as delegated	DOE-WVDP Budget/ Finance and CO Information
190.	Performance Metrics	TRU waste disposition; legacy waste disposition (include in Project Performance Report)	DOE-HQ Requirement	Monthly, by the 15th of each month	COR or as delegated	COR Information
191.	Federal Managers Financial Integrity Act Report	Report of assurances on the status of internal controls	Federal Managers Financial Integrity Act	Annually, by July 15	CO or as delegated	DOE-WVDP Finance and CO Information
192.	Parent Organization Support Plan	Details anticipated parent organization support to the prime contractor, major subcontractors, and/or teaming partners in the performance of the contract	Clause H.49	30 days prior to the: (1) the end of the Contract Transition Period; or (2) the commencement date of parent organization support proposed by the contractor	CO or as delegated	CO Approval
193.	Parent Organization Support Plan Update	Annual submittal of Parent Organization Support Plan	Clause H.49	Annually, 90 days prior to the start of each year of contract performance	CO or as delegated	CO Approval
194.	Records Management Plan	Describes how the contractor will manage all life-cycle phases of Government-owned	36 CFR Chapter 12; Section C.1.3.3	Within 60 days of contract award date ⁶	DOE-EMCBC RMFO	DOE-EMCBC RMFO

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS DELIVERABLES

Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required
	records and provides a clear delineation between Government-owned and contractor-owned records				Review; CO Approval
195.	Records File Plan	Comprehensive outline that includes specific instructions that provide guidance for the effective management of records	DOE O 243.1; Section C.1.3.3	Within 6 months of contract award date ⁶	DOE-EMCBC RMFO DOE-EMCBC Review; CO Approval
196.	Records File Plan Update	Annual submittal of revisions to Records File Plan	DOE O 243.1; Section C.1.3.3	Annually	DOE-EMCBC RMFO DOE-EMCBC Review; CO Approval
197.	Records Disposition Plan	Documents the contractor's disposition process for records including the processing of records to storage and the destruction process	36 CFR 12; Section C.1.3.3	Within 6 months of contract award date ⁶	DOE-EMCBC RMFO DOE-EMCBC Review; CO Approval
198.	Records Disposition Plan Update	Documents major changes to the Records Management Disposition Processes	Section C.1.3.3	Revisions shall be submitted prior to implementation	DOE-EMCBC RMFO DOE-EMCBC Review; CO Approval
199.	Privacy Act List of Systems of Records	Shall note the design, development, or operation work that will be performed and the responsibility for each system	DEAR 970-5204-3; FAR 52.224-2; DOE O 206.1; Section C.1.3.3	Within 90 days of contract award date ⁶	DOE Privacy Act Officer DOE-EMCBC RMFO and DOE Privacy Act Officer Review; CO Approval
CONTRACT COMPLETION DELIVERABLES					
200.	Final Completion or Termination Inventory	Physical Inventory for disposal purposes of all Government Property.	DEAR 952.245-5; FAR 52.245-1	Upon termination or completion of the contract as prescribed by the CO	DOE-EMCBC Government Property Administrator CO Information
201.	Estimate of Percentage of Recovered Material Content	For EPA designated products. Estimate of percentage of the total recovered material used in contract performance.	FAR 52.223-9	Upon termination or completion of the contract as prescribed by the CO	CO or as delegated CO Information
202.	Contract Close-out Plan	A plan including all remaining administrative matters necessary to close out the Contract.	Clause H.50	60 days prior to the end of the contract period of performance	CO or as delegated CO Information

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DELIVERABLES**

	Report	Description	Driver	Frequency	DOE contact/phone*	Approval Required	
203.	Turnover Package	All records to be provided to DOE at the completion of the Contract	Section C.1.3.3, Records Management; Section C, Attachment C-5	Upon termination or completion of the contract as prescribed by the CO	DOE-EMCBC RMFO	DOE-EMCBC RMFO Review; CO Approval	
204.	Integrated Safety Management System Declaration	Summary of results of the annual effectiveness review and status of ISMS and QA within the Contractor's organization	DEAR 970.5223-1 DOE M 450.4-1	Annually by September 30	DOE-WVDP Safety and Site Programs Team Leader	DOE-WVDP Field Element Manager Review; CO Approval	
205.	Phone and Email Updates List	Monthly listing of changes to employee phone and email contact information		Monthly	DOE-WVDP Safety and Site Programs Team Leader	CO Information	

¹ The dates listed in the Frequency column are due dates to regulatory agencies. This deliverable shall be issued to DOE-WVDP for review no less than 2 weeks prior to the regulatory agency due date.

² The dates listed in the Frequency column are due dates to regulatory agencies. This deliverable shall be issued to DOE-WVDP no less than 4 weeks prior to allow for adequate review.

³ The dates listed in the Frequency column are due dates to regulatory agencies. This deliverable shall be issued to DOE-WVDP no less than 6 weeks prior to allow for adequate review.

⁴ This deliverable shall be issued to DOE-WVDP no less than 4 months prior to regulatory due date to allow for adequate review.

⁵ The dates listed in the Frequency column are due dates to regulatory agencies. This deliverable shall be issued to DOE-WVDP no less than 1 week prior to allow for adequate review.

⁶ The contract award date is the date the contract is signed by the Contracting Officer.

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

**ATTACHMENT J-4 – DAVIS-BACON WAGE GENERAL DECISION NUMBER
NY100008**

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

**ATTACHMENT J-5 – SERVICE CONTRACT ACT WAGE DETERMINATION NO.
2005-2371**

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT J-6 – SMALL BUSINESS SUBCONTRACTING PLAN

Note: The Contractor's executed Small Business Subcontracting Plan is considered to be proprietary and has been redacted.

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT J-7 – SMALL DISADVANTAGED BUSINESS (SDB) PARTICIPATION PROGRAM TARGETS FORM

Note: The Contractor's executed Small Disadvantaged Business (SDB) Participation Program Targets Form is considered to be proprietary and has been redacted.

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT J-8 – ACRONYM LIST

The following acronyms are used in this Contract:

A

A&PC	Analytical and Process Chemistry
ACWP	Actual Cost of Work Performed
ADA	Analytical Decon Aisle
ADPE	Automatic Data Processing Equipment
ANA	Analytical Aisle
ANC	Analytical Cell
ANSI/EIA	American National Standards Institute/Electronic Industries Alliance
ARC	Acid Recovery Cell
ARPR	Acid Recovery Pump Room
ASAP	Automated Standard Application for Payment

B

BCWP	Budgeted Cost of Work Performed
BCWS	Budgeted Cost of Work Scheduled
BMMS	Bridge Mounted Manipulator System
BOSF	Balance of Site Facilities

C

CA	Contamination Area
CAIRS	Computerized Accident/Incident Reporting System
CAIS	Condition Assessment Information System
CCR	Chemical Process Cell (CPC) Crane Room
CDDL	Construction and Demolition Debris Landfill
CFR	Code of Federal Regulations
CH	Contact-Handled
CH-TRU	Contact-Handled Transuranic
CO	Contracting Officer
COA	Chemical Operating Aisle
COMSEC	Computer Security
COR	Contracting Officer's Representative
CPC	Chemical Process Cell
CPAF	Cost Plus Award Fee
CSRF	Contact Size Reduction Facility
CVA	Chemical Viewing Aisle
CWA	<i>Clean Water Act</i>

D

DAC	Derived Air Concentration
DCAA	Defense Contract Audit Agency

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

DEAR	Department of Energy Acquisition Regulation
DD&R	Decontamination, Deactivation and Removal
DOE	U.S. Department of Energy
DOE-HQ	Department of Energy Headquarters
DOE-OH	Department of Energy Ohio Field Office
DOE/RW	Department of Energy Office of Civilian Radioactive Waste Management
DOG	Dissolver Off-Gas
DOL	U.S. Department of Labor

E

EAC	Estimates-at-Completion
EDR	Equipment Decontamination Room
EEOICPA	<i>Energy Employees Occupational Injury Compensation Program Act of 2000</i>
EH	U.S. Department of Energy Office of Environment, Safety and Health
EIS	Environmental Impact Statement
EMCBC	Environmental Management Consolidated Business Center
EMOA	East Mechanical Operating Aisle
EPA	U.S. Environmental Protection Agency
ERISA	<i>Employee Retirement Income Security Act of 1974</i>
ES&H	Environment, Safety and Health
ESA	Extraction Sample Aisle
ETC	Estimates-to-Complete

F

FACTS	Foreign Access Central Tracking System
FAR	Federal Acquisition Regulation
FDO	Fee Determination Official
FFCA	Federal Facility Compliance Act
FIMS	Facility Information Management System
FPH	Fire Pump House
FR	Facility Representative
FRS	Fuel Receiving and Storage
FY	Fiscal Year

G

GAO	Government Accountability Office
GCR	General Purpose Cell (GPC) Crane Room
GCRE	General Purpose Cell (CPC) Crane Room Enclosure
GFS/I	Government Furnished Services and Items
GOA	General Purpose Cell (GPC) Operating Aisle
GPC	General Purpose Cell
GTCC	Greater Than Class C

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

H

HCA	High Contamination Area
HEPA	High Efficiency Particulate Air
HIC	High Integrity Container
HLW	High Level Waste
HLWISF	High Level Waste Interim Storage Facility
HRA	High Radiation Area
HVAC	Heating, Ventilation and Air Conditioning
HW	Hazardous Waste

I

I&C	Instrument and Control
IG	Inspector General
IPABS	Integrated Planning, Accountability, and Budgeting System
IRC	Internal Revenue Code
IRTS	Integrated Radwaste Treatment System
ISM	Integrated Safety Management
ISMS	Integrated Safety Management System
IWSF	Interim Waste Storage Facility

L

LOC	Letter of Credit
LI/LO	Load In/Load Out
LLW	Low-Level Waste
LLW2	Low-Level Waste Treatment Building
LLWTF	Low-Level Waste Treatment Facility
LOF	Life of Facility
LSA	Lag Storage Area
LSB	Lag Storage Building
LWA	Lower Warm Aisle
LWTS	Liquid Waste Treatment System

M

MARSSIM	Multi-Agency Radiation Survey and Site Investigation Manual
MC	Miniature Cell
MLLW	Mixed Low-Level Waste
MPPB	Main Plant Process Building
MRR	Manipulator Repair Room
MSM	Master Slave Manipulator
MTRU	Mixed Transuranic

N

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

NAA	North Analytical Aisle
NDA	Nuclear Regulatory Commission (NRC) Licensed Disposal Area
NEPA	<i>National Environmental Policy Act of 1969</i>
NESHAP	National Emissions Standards for Hazardous Air Pollutants
NFA	No Further Action
NFS	Nuclear Fuel Services
NNSS	Nevada National Security Site
NOA	North Operating Aisle
NRC	Nuclear Regulatory Commission
NTS	Noncompliance Tracking System
NYCRR	New York Codes, Rules and Regulations
NYS	New York State
NYSDEC	New York State Department of Environmental Conservation
NYSERDA	New York State Energy Research and Development Authority

O

OGA	Off-Gas and Acid Recovery Aisle
OGO A	Off-Gas Operating Aisle
OGT	Off-Gas Treatment Cell
ORPS	Occurrence Reporting and Processing System
OSHA	Occupational Safety and Health Administration

P

PAAA	<i>Price Anderson Amendments Act</i>
PBI	Performance Based Incentive
PBS	Project Baseline Summary
PCR	Process Chemical Room
PMC	Process Mechanical Cell
PMCR	Process Mechanical Cell (PMC) Crane Room
PPC	Product Purification Cell
PPH	Product Packaging and Handling
PPS	Product Packaging and Shipping
PRB	Post Retirement Benefits
PSC	Process Sample Cell
PWS	Performance Work Statement

R

RA	Radiation Area
RBA	Radiological Buffer Area
RCRA	<i>Resource, Conservation and Recovery Act of 1976</i>
RER	Ram Equipment Room
RFI	RCRA Facility Investigation
RFP	Request for Proposal
RH	Remote-Handled

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

RH-TRU	Remote-Handled Transuranic
RHWF	Remote Handled Waste Facility
RIC	Reinforced Concrete
RMA	Radioactive Material Area
RMP	Risk Management Plan
ROD	Record of Decision
RTS	Radwaste Treatment System
RV	Relative Value

S

SDA	State Disposal Area
SRR	Scrap Removal Room
SS	Stainless Steel
SST	Solvent Storage Terrace
SWMU	Solid Waste Management Unit

T

TEC	Total Estimated Cost
TPC	Total Project Cost
TRU	Transuranic

U

UCNI	Unclassified Controlled Nuclear Information
UPC	Uranium Product Cell
UR	Utility Room
UWA	Upper Warm Aisle
UXA	Upper Extraction Aisle

V

VHRA	Very High Radiation Area
VEC	Ventilation Exhaust Cell
VTF	Vitrification Test Facility
VOG	Vessel Off-Gas
VSR	Ventilation Supply Room

W

WBS	Work Breakdown Structure
WFIS	Work Force Information System
WIR	Waste Incidental to Reprocessing
WMA	Waste Management Area
WMOA	West Mechanical Operating Aisle
WTF	Waste Tank Farm

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

WVDP West Valley Demonstration Project
WWTF Waste Water Treatment Facility

X

XC Extraction Cell

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
ATTACHMENT J-9 – PERFORMANCE GUARANTEE AGREEMENT

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT J-10 – AGREEMENT BETWEEN WEST VALLEY ENVIRONMENTAL SERVICES LLC AND THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT J-11 – TRANSITION PLAN

Note: *The Contractor's executed Transition Plan will be inserted here after contract award.*

NY100008 MOD 10 REVISED 06/17/11 NY8
 ***** THIS WAGE DETERMINATION WAS REPLACED ON 06/17/11*****
 General Decision Number: NY100008 06/10/2011

Superseded General Decision Number: NY20080008

State: New York

Construction Types: Heavy and Highway

Counties: Cattaraugus, Chautauqua and Erie Counties in New York.

HEAVY CONSTRUCTION PROJECTS: CHAUTAUQUA AND ERIE COUNTIES; AND
 HIGHWAY CONSTRUCTION PROJECTS: CATTARAUGUS, CHAUTAUQUA AND
 ERIE COUNTIES

Modification Number	Publication Date
0	03/12/2010
1	06/25/2010
2	07/23/2010
3	09/17/2010
4	10/08/2010
5	11/05/2010
6	01/28/2011
7	02/25/2011
8	05/06/2011
9	05/20/2011
10	06/10/2011

* ASBE0004-001 05/01/2011

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER.....	\$ 18.72	9.95
Insulator/asbestos worker (include application of all materials, protective coverings, coatings, and finishings to all types of mechanical systems).....	\$ 29.10	17.14

 BOIL0007-001 08/01/2010

	Rates	Fringes
BOILERMAKER.....	\$ 30.65	19.20

 BRNY0008-004 07/01/2009

CHATAUQUA COUNTY AND CATTARAUGUS COUNTY (EXCLUDING TWNSP OF PERRYSBURG)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.56	14.96

 BRNY0045-001 07/01/2009

ERIE, CATTARAUGUS (Towns of Perrysburg & Gowanda)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.73	16.72
Cement mason.....	\$ 28.73	16.72
MARBLE SETTER.....	\$ 28.48	16.47
TERRAZZO FINISHER.....	\$ 25.94	10.10
TILE FINISHER.....	\$ 25.94	10.10
Tilesetter & Terrazzo Worker.....	\$ 28.48	16.47

 CARP0066-002 07/01/2009

CHAUTAUQUA; CATTARAUGUS (Remainder of County).

	Rates	Fringes
Carpenters:.....	\$ 24.145	15.80

FOOTNOTES:

a. Paid Holidays: Independence Day and Labor Day, provided the employee works his scheduled day before and after the holiday and is on the payroll week in which the holiday falls.

 CARP0289-003 07/01/2009

CATTARAUGUS (Townships of Persia and Perrysburg) ERIE (Grand Island)

	Rates	Fringes
CARPENTER		
Heavy & Highway.....	\$ 29.35	21.06+a

FOOTNOTES:

a. PAID HOLIDAYS: Independence Day, Labor Day, provided the employee works his scheduled day before and after the holiday and is on the payroll in the payroll week in which the holiday falls.

 ELEC0041-007 06/01/2009

ERIE, CATTARAUGUS (Ashford, East Otto, Ellicottville, Farmersville, Freedom, Franklinville, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 31.39	18.21
ELECTRICIAN.....	\$ 30.39	18.21

 ELEC0041-008 06/01/2009

ERIE, CATTARAUGUS (Ashford, East Otto, Ellicottville, Farmersville, Freedom, Franklinville, Lyndon, Machias, Masnfield, New Albion, Otto, Perrsburg, Persia and Yorkshire Townships)

	Rates	Fringes
Communications System		
CABLER.....	\$ 10.00	11.90+a
INSTALLER.....	\$ 14.40	11.90+a
MASTER TECHNICIAN.....	\$ 22.00	11.90+a
SOUND WIREMAN.....	\$ 20.00	11.90+a

Work covers low voltage construction, installation, maintenance, and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX fiber optic cable and equipment, railroad communications, micro waves, V-Sat, bypass, CATV, WAN (wide area networks); LAN (local area networks) and ISDN (integrated systems digital network). Also, installation of sound systems, nurses call systems, intercom systems, staff registry/locating/signaling systems, antenna systems and associated devices; installation of security systems and apparatus, and cabling from VDT's to computers. This work does not apply to new construction, or to the installation of raceway systems and boxes for the above work.

FOOTNOTE:

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day.

ELEC0106-002 01/01/2011

CHAUTAUQUA, CATTARAUGUS (Remainder of County)

	Rates	Fringes
CABLE SPLICER.....	\$ 29.75	17.20+6%
ELECTRICIAN.....	\$ 29.75	17.20 + 6%

ELEC1249-003 01/01/2011

	Rates	Fringes
LINE CONSTRUCTION: Lineman (LIGHTING AND TRAFFIC SIGNAL Including any and all Fiber Optic Cable necessary for Traffic Signal Systems, Traffic Monitoring systems and Road Weather information systems)		
Flagman.....	\$ 23.28	15.00 + 6.5% +a
Groundman Truck Driver (tractor trailer unit).....	\$ 32.98	15.00 + 6.5% +a

Groundman Truck Driver.....	\$ 31.04	15.00 + 6.5% +a
Lineman & Technician.....	\$ 38.80	15.00 + 6.5% +a
Mechanic.....	\$ 31.04	15.00 + 6.5% +a

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

 ELEC1249-004 01/01/2011

	Rates	Fringes
Line Construction:		
Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities (where no other trades are or have been involved):		
Flagman.....	\$ 24.79	15.00+6.5%+a
Groundman digging machine operator.....	\$ 37.19	15.00+6.5%+a
Groundman truck driver (tractor trailer unit).....	\$ 35.12	15.00+6.5%+a
Groundman Truck driver.....	\$ 33.06	15.00+6.5%+a
Lineman and Technician.....	\$ 41.32	15.00+6.5%+a
Mechanic.....	\$ 33.06	15.00+6.5%+a
Overhead transmission line work (where other trades are or have been involved):		
Flagman.....	\$ 26.29	15.00+6.5%+a
Groundman digging machine operator.....	\$ 39.44	15.00+6.5%+a
Groundman truck driver (tractor trailer unit).....	\$ 37.25	15.00+6.5%+a
Groundman truck driver.....	\$ 35.06	15.00+6.5%+a
Lineman and Technician.....	\$ 43.82	15.00+6.5%+a
Mechanic.....	\$ 35.06	15.00+6.5%+a
Substation:		
Cable Splicer.....	\$ 45.45	15.00+6.5%+a
Flagman.....	\$ 24.79	15.00+6.5%+a
Ground man truck driver....	\$ 33.06	15.00+6.5%+a
Groundman digging machine operator.....	\$ 37.19	15.00+6.5%+a
Groundman truck driver		

(tractor trailer unit).....	\$ 35.12	15.00+6.5%+a
Lineman & Technician.....	\$ 41.32	15.00+6.5%+a
Mechanic.....	\$ 33.06	15.00+6.5%+a
Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation		
Cable Splicer.....	\$ 46.87	15.00+6.5%+a
Flagman.....	\$ 25.57	15.00+6.5%+a
Groundman Digging Machine Operator.....		
	\$ 38.35	15.00+6.5%+a
Groundman Truck Driver (tractor-trailer unit).....		
	\$ 36.22	15.00+6.5%+a
Groundman Truck Driver.....	\$ 34.09	15.00+6.5%+a
Lineman & Technician.....	\$ 42.61	15.00+6.5%+a
Mechanic.....	\$ 34.09	15.00+6.5%+a
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer/Central Office Person.....		
	\$ 27.44	4.43 + 3%
Groundman.....	\$ 13.81	4.43 + 3%
Installer Repairman- Teledata Lineman/Tecnician- Equipment Operator.....		
	\$ 26.05	4.43 + 3%
TREE TRIMMER.....	\$ 21.64	7.36+3%

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

b. New Years Day, Washington's Birthday, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day.

ELEV0014-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 40.73	20.035+a+b

FOOTNOTE:

a. 8 Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day.

b. 6% Men under 5 years based on regular hourly rate for all hours worked 8% Men over 5 years based on regular hourly rate for all hours worked

 ENGI0017-012 07/01/2009

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 30.51	22.41+a
GROUP 2.....	\$ 26.01	22.41+a
GROUP 3.....	\$ 31.26	22.41+a
GROUP 4.....	\$ 31.51	22.41+a
GROUP 5.....	\$ 32.01	22.41+a
GROUP 6.....	\$ 31.58	22.41+a

NOTE: HAZARDOUS WASTE PREMIUM \$2.50
 TUNNEL WORK \$1.00

FOOTNOTES:

a. PAID HOLIDAYS: A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; Thanksgiving Day; F-Christmas Day, provided the employee has worked the day before and the day after the holiday.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Air hoist, all boom type equipment (100 ft. or less), all pan and carry-alls, archer hoist, asphalt roller asphalt spreader or paver, automatic fine grade machine (CMI and similar type), archer hoist, backhoe and pull hoe (tractor mounted and rubber mounted), back filling machine, belt place (CMI and similar), bending machine (pipe), bituminous spreader and mixer, black top plant (automated), black top plant (non-automated), blast or rotary drill (truck or track mounted), blower for burning brush, boiler (when used for power), boom trucks, boring machine, bulldozer, cableway cage hoist, caisson auger, central mix plant (and all concrete batching plants), cherry picker (over 5 tons), cherry picker (under 5 tons), chipping machine and chip spreader, concrete curb and gutter machines, concrete curing machine, concrete mixer (over 1/2 cu. yd.) concrete pavement spreaders and finishers, concrete paver, concrete pump, concrete saw (self-propelled), conveyor, core drill, crane, crusher, derrick operator, dragline, dredge, drill rig (tractor mounted), dual drum paver, electric pump used in conjunction with well point systems, elevating grader self-propelled or towed), elevator excavator (all purpose,

hydraulically operated) farm tractor with accessories, fine grade machine, forklift, front end loader, generator (10 outlets or more), gradall, grader, grout or gunite machine, head tower, hoist-one drum, hoisting engine, hydraulic boom, hydraulic hammer, (self propelled), hydraulic pipe jack machine (or similar type machine), hydraulic system pumps, hydro crane, hydro hammer (or similar type), industrial tractor, jersey spreader, kolman plant loader (and similar type loaders), locomotive, lubrication truck, maintenance engineer, maintenance lubrication unit or truck, mine hoist, mixr for stabilized base (self-propelled), monorail, motorized hydraulic pin puller, motorized hydraulic seeder mucking machine, mulching machine, multiple drum hoist (more than 1 drum in use), overhead crane, peine crane (or similar type), pile driver, plant engineer, pneumatic mixer, post hole digger, power boom, pump crete, push or snatch cat, quarry master or equivalent road widener, rock bit sharpener (all types), roller (all), rolling machin (pipe), rotomill, scoopmobile, shovel, side boom, skimmer, slip form paver (CMI and similar type, first and second operator), snorkel, strato-tower, stump chipping machine, tire truck and repair, towed roller, tractor drawn belt type grader/loader, tractor shovel, tractor with towed accessories, tractors (when using winch power), tractors, trencher, truck crane, tunnel shovel, tube finisher (CMI and similar type), vibratory compactor, vibro tamp, well drilling machine, well point, winch, winch truck with "A" frame.

GROUP 2: Aggregate bin, CMI and similar type concrete spreads, cement bin, chipping machine and chip spreader, compressors (4 or less), compressors: (any size, but subject to other provisions for compressors, dust collectors, generators, mechanical heaters, pumps, welding machines (four of any type or combination), concrete mixer (1/2 cu. yd. and under), fireman, form tamper, fuel truck, heating boiler (used for temprory heat), jeep trencher, power heaterman, power plant in excess of 10 K.W., pump (4" or over), revinius widener, stem cleaner, stump chipping machine, welding machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

GROUP 3: Crane with boom over 100 feet

GROUP 4: Crane with boom over 200 feet

GROUP 5: Crane with boom over 300 feet

GROUP 6: Master mechanic

IRON0006-003 05/01/2011

ERIE COUNTY (EXCEPT THE NORTHERN HALF OF GRAND ISLAND),
CATTARAUGUS COUNTY, AND CHAUTAUQUA (ARKWRIGHT, CHARLOTTE CHERRY
CREEK, ELLINGTON, CITY OF BROCTON IN PORTLAND TOWNSHIP,
HANOVER, PONFRET, SHERIDAN, VILLENova TOWNSHIPS)

Rates

Fringes

Ironworker (Structural, Ornamental, Reinforcing Steel, Welders, Riggers and Rodman).....	\$ 27.67	21.79
Fence Erectors.....	\$ 26.27	20.29
Layout man.....	\$ 28.17	21.79
Window Erectors.....	\$ 25.32	21.79

IRON0009-002 05/01/2011

ERIE (Township of Grand Island)

	Rates	Fringes
IRONWORKER		
Ironworker.....	\$ 28.82	20.63
Sheeter.....	\$ 31.70	20.63

IRON0348-006 08/01/2003

CHAUTAUQUA (REMAINDER OF COUNTY)

	Rates	Fringes
Ironworker.....	\$ 22.17	13.35
Sheeters.....	\$ 24.39	13.35

LABO0210-003 07/01/2009

	Rates	Fringes
Laborers:		
ERIE COUNTY HEAVY & HIGHWAY		
GROUP 1.....	\$ 25.11	18.30
GROUP 2.....	\$ 25.31	18.30
GROUP 3.....	\$ 25.51	18.30
GROUP 4.....	\$ 25.71	18.30
ERIE COUNTY SEWER/WATER		
GROUP 1.....	\$ 25.11	18.30
GROUP 2.....	\$ 25.21	18.30
GROUP 3.....	\$ 25.26	18.30
GROUP 4.....	\$ 25.36	18.30
GROUP 5.....	\$ 25.71	18.30
GROUP 6.....	\$ 26.11	18.30
ERIE COUNTY TUNNEL		
GROUP 1.....	\$ 25.61	18.30
GROUP 2.....	\$ 25.76	18.30
GROUP 3.....	\$ 25.86	18.30
GROUP 4.....	\$ 26.36	18.30
GROUP 5.....	\$ 26.46	18.30
GROUP 6.....	\$ 26.86	18.30
GROUP 7.....	\$ 27.11	18.30

HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Laborers; flagmen; outboard and hand boats;
demolition worker; IBC barriers (except on structures);
guard rails; road markers

GROUP 2: Bull float; chain saw; concrete aggregate bin; concrete bootman; gin buggy; hand or machine vibrator; jackhammer; mason tender mortar mixer; pavement breaker; handlers of all steel mesh; small generators for laborers' tools; installation of bridge drainage pipe; pipelayers; vibrator type rollers; tamper; drill doctor; tail or screw operator on asphalt paver; water pump (2" and single diaphragm); nozzle (asphalt, gunnite, seeding and sandblasting); laborers on chain link fence erection; rock splitter and power unit; pusher type concrete saw and all other gas, electric, oil and air tool operators; wrecking laborers; laser man

GROUP 3: All rock or drilling machine operators (except quarry master and similar type); acetylene torch operator; asphalt raker; powderman; welder

GROUP 4: Blasters; curb & flat work form setters (except on structures); stone or granite curb setters

SEWER/WATER CLASSIFICATIONS

GROUP 1: General; flagman; top man; wreckers

GROUP 2: Foundation; rod carriers; plaster tender; scaffold bootman; pneumatic, gas, electric tool operator; jackhammer; chipping guns

GROUP 3: Mortar mixer over 8 feet in depth

GROUP 4: Pavement formsetter; steelburner; caisson; wagon drill operator; pipelayer; swing scaffold

GROUP 5: Utility pave driver; laser operator

GROUP 6: Blaster

TUNNEL CLASSIFICATIONS

GROUP 1: Mole nipper; powder handler; top laborer

GROUP 2: Air spade; jackhammer; pavement breaker

GROUP 3: Top bell

GROUP 4: Bottom bell; side or roofbelt driller; burners; trackmen; nippers; derailmen; hosemen; groutmen; gravelmen; form workers; movers & shaftmen; conveyormen

GROUP 5: Powder monkey

GROUP 6: Blasters; ironmen; welder; heading driller

GROUP 7: Piledriver; rigger

FOR HEAVY/HIGHWAY & TUNNEL: Additional \$1.00 added to base

rate for all deleader & asbestos work. Additional \$2.00 added to base rate for all hazardous waste work.

LABO0621-001 07/01/2009

Twnships of French Creek, Clymer, Harmony, Busti, Kiantone, Carroll, Mina, Sherman, Ellicott, Poland, Jamestown, North Harmony, Gerry, Chautauqua, Ellington, Ellery, and Stockton in CHAUTAUQUA County

	Rates	Fringes
Laborers:		
HEAVY AND HIGHWAY		
(ZONE I)		
GROUP 1.....	\$ 22.34	13.75
GROUP 2.....	\$ 22.74	13.75

LABORER CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Flagman; outboard and hand boats; Bull float; Chain Saw; Concrete aggregate bin; Concrete boot; Gin Buggy; Hand or machine vibrator jack hammer; Mason tender; Mortar mixer; pavement breaker; Handler of all stee mesh; Small generator for laborer tools, installation of bridge drainage pipe; Pipe layers; Vibrator type rollers; Tamper drill doctor; Water pump operator (1-1/2" and singe diaphragm); Nozzle (asphalt, gunite, seeding and sandblasting); Laborers on chain link fence erection; rock splitter and power unit; Pusher type concrete saw and all other gas, electric, oil and air tool operators; wrecking laborers.

GROUP 2: Blasters; Form setter; stone or granite curb setters; Designated asphalt rakers (not to include cold patch); tail or screw operator on asphalt paver. All rock or drilling machine operators (except quarry master and similar type); acetylene torch opertors; powdermen.

LABO0621-002 07/01/2009

CHAUTAUQUA COUNTY (Townships of Ripley, Westfield, Portland, Pomfret, Dunkirk, Sheridan, Hanover, Villenova, Arkwright, Cherry Creek and Charlotte)

	Rates	Fringes
Laborers:		
CHAUTAUQUA COUNTY		
(Remaining Townships)		
HEAVY AND HIGHWAY		
GROUP 1.....	\$ 22.34	13.75
GROUP 2.....	\$ 22.74	13.75
CHAUTAUQUA COUNTY		
(Townships of Ripley,		
Westfield, Portland,		
Pomfret, Dunkirk,		

Sheridan, Hanover,
 Villenova, Arkwright,
 Cherry Creek and
 Charlotte) HEAVY AND
 HIGHWAY CONSTRUCTION

GROUP 1.....	\$ 23.29	13.75
GROUP 2.....	\$ 23.69	13.75

For HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Flagmen, Outboard and Hand Boats, Demolition Worker, Nurseryman, IBC Barriers except on Structures, Guard Rail and Road Markers, Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of All Steel Mesh, Small Generators for Laborers' tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Opertor on Asphalt Paver, Waterpump Operators (1 1/2" and single diaphragm), Nozzle (asphalt gunite, seeding and sand blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other gas, electric, oil and air tool operators, Wrecking Laborer, Laser Man.

GROUP 2: All Rock or Drilling Machine Operators (except quarry master and similar type), Acetylene Torch Operators and Asphalt Raker, Powderman, Blaster, Curb and Flat Work Form Setter not on structures, Stone or Granite curb setters, Stone Cutter.

For HEAVY & HIGHWAY CLASSIFICATIONS in CHAUTAUQUA COUNTY
 (Remaining Townships)

GROUP 1: Flagman, Outboard and hand boats, Bull float, Chain Saw, Concrete aggregate bin, Concrete boot, Gin buggy, Hand or machine vibrator jack hammer, Mason tender, Mortar mixer, pavement breaker, handler of all steel mesh, Small generator for laborers' tools, installation of bridge drainage pipe; Pipe layers, Vibrator type rollers, Tamper drill doctor, Water pump operator (1 1/2" and single diaphragm), Nozzle (asphalt, gunite, seeding and sandblasting) Laborers on chain link fence erection, rock splitter and power unit, Pusher type concrete saw and all other gas, electric, oil and air tool operators, wrecking laborers.

GROUP 2: Blasters, Form setters, stone or granite curb setters; Designated asphalt rakers (not to include cold patch), tail or screw operator on asphalt paver. All rock or drilling machine operators (except quarry master and similar type), acetylene torch operators, powderman.

 PAIN0004-001 05/01/2010

CHAUTAUQUA COUNTY (Townships of Awkwright, Dunkirk, Hanover, Pomfret, Portland, Sheridan, Villenova); CATTARAUGUS COUNTY (Townships of Ashford, Dayton, East Otto, Machias, Otto, Perrysburg, Persia, Yorkshire); ERIE COUNTY (Entire county,

excluding area North of Whitehaven Road, Grand Island)

	Rates	Fringes
Painters: (BUILDING CONSTRUCTION)		
ERIE COUNTY		
BRUSH AND ROLLER.....	\$ 24.14	18.50
DRYWALL/TAPING.....	\$ 24.64	18.50
WALLCOVERING.....	\$ 24.39	18.50
Painters: (HEAVY & HIGHWAY CONSTRUCTION)		
CATTARAUGUS, CHAUTAUQUA & ERIE COUNTIES.....		
	\$ 31.00	16.10

PAIN0004-004 05/01/2007

ERIE COUNTY, (AREA NORTH OF WHITEHAVEN ROAD, GRAND ISLAND, NEW YORK)

	Rates	Fringes
Painters:		
BUILDING CONSTRUCTION		
Lead Abatement.....	\$ 25.84	15.30
Painters.....	\$ 23.89	15.30
Spraying, Paperhangers, Sand-Blasting, Swinging scaffold.....	\$ 24.14	15.30
Tapers.....	\$ 24.39	15.30
HEAVY & HIGHWAY CONSTRUCTION		
Bridge Painter.....	\$ 31.00	16.10

PAIN0004-007 05/01/2010

	Rates	Fringes
GLAZIER.....	\$ 23.49	15.08

PAIN0004-008 05/01/2007

CATTARAUGUS COUNTY - Townships of Leon, Conewango, Randolph, South Valley, Napoli and New Albion;

CHAUTAUQUA COUNTY - Townships of French Creek, Mina, Ripley, Westfield, Sherman, Clymer, Chautauqua, North Harmony, Harmony, Busti, Ellery, Stockton, Charlotte, Gerry, Ellicott, Jamestown, Kiantone, Carroll, Poland, Ellington and Cherry Creek.

	Rates	Fringes
Painters: (HEAVY & HIGHWAY CONSTRUCTION)		
Bridges.....	\$ 31.00	16.10

PAIN0004-017 05/01/2007

CATTARAUGUS COUNTY (Townships of Cold Spring, Elko, Mansfield, Little Valley, Salamanca Indian Reservation, Red House, Ellicottville, Great Valley, Carrolton, Franklinville, Humphrey, Allegany, Freedom, Farmersville, Lyndon, Ishua, Hinsdale, Olean and Portville)

	Rates	Fringes
Painters: (HEAVY & HIGHWAY CONSTRUCTION)		
Bridges.....	\$ 31.00	16.10

PLAS0009-001 04/01/2006		

	Rates	Fringes
PLASTERER.....	\$ 25.10	11.14

PLAS0111-001 07/01/2009		

	Rates	Fringes
CEMENT FINISHER.....	\$ 25.00	22.82

PLUM0022-001 05/01/2011		

CATTARAUGUS- Townships of Perryburg, Dayton, Persia, Otto, Leon, and New Albion;

CHATAUQUA- Townships of Hanover, Sheridan, Dunkirk, Pomfret, Arkwright, Villanova, Portland, Stockton, Charlotte, Ripley and Westfield;

ERIE- All Townships in the County.

	Rates	Fringes
PLUMBER/PIPEFITTER		
ZONE 1.....	\$ 30.88	18.66
Steamfitter		
ZONE 1.....	\$ 30.88	18.66

PLUM0022-004 05/01/2011		

ZONE 2

CATTARAUGUS- Townships of Conewango, Napoli, East Otto, Mansfield, Little Valley, Randolph, South Valley, Colesprings, Salemanca, Ashford, Ellicottville, Great Valley, Carrollton, Yorkshire, Freedom, Farmersville Station, Machias, Lyndon, Franklinville, Humphrey, Ischua, Allegany, Hinsdale, Olean, Portville;

ZONE 1

CHAUTAUQUA - Townships of Cherry Creek, Ellington, Polland, Carroll, Gerry, Ellicott, Kiantone, Ellery, Busti, Harmony, North Harmony, Chautauqua, Sherman, Mina, French Creek, Clymer.

	Rates	Fringes
PLUMBER/PIPEFITTER		
ZONE 1.....	\$ 30.88	18.66
ZONE 2.....	\$ 28.79	18.66

 ROOF0074-001 06/01/2010

ERIE COUNTY

	Rates	Fringes
Roofers:		
Composition.....	\$ 26.75	12.43
Slate & Tile.....	\$ 26.90	12.43

 ROOF0210-004 06/01/2010

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 23.65	11.99

 * SFNY0669-003 04/01/2011

CATTARAUGUS COUNTY

	Rates	Fringes
SPRINKLER FITTER.....	\$ 30.15	18.90

 SFNY0703-001 06/01/2000

ERIE COUNTY

	Rates	Fringes
SPRINKLER FITTER.....	\$ 23.80	9.10

 SHEE0071-001 05/13/2007

ERIE COUNTY:

	Rates	Fringes
Sheet metal worker.....	\$ 29.25	13.50

 SHEE0112-001 07/01/2004

CATTARAUGUS AND CHAUTAUQUA COUNTIES:

	Rates	Fringes
Sheet metal worker.....	\$ 22.27	12.16

 TEAM0264-001 07/01/2008

CATTARAUGUS AND CHAUTAUQUA COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 24.18	10.05+a
GROUP 2.....	\$ 24.40	10.05+a

FOOTNOTE:

a. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided employee has worked the day before and the day after the holiday.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pickups, panel trucks, flatboy material trucks (straight jobs), single-axle dump trucks, dumpsters, Tandems, batch trucks, mechanics semi trailers, low-boy trucks, asphalt distributor trucks, agitator, mixer trucks and dumpcrete type vehicles, truck mechanics, fuel trucks.

GROUP 2: Specialized earth moving equipment-euclid type or similar off-highway equipment, where not self-loaded, straddle (ross) carrier, self-contained concrete unit, off-highway tandem back-dump, twin engine equipent and double-hitched equipment where not self-loaded.

TEAM0449-001 07/01/2010

ERIE COUNTY

	Rates	Fringes
Truck drivers:.....	\$ 25.68	5.78

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

--
In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

--

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board

(formerly the
Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

***** THIS WAGE DETERMINATION WAS REPLACED 06/17/2011 *****
 WD 05-2371 (Rev.-12) was first posted on www.wdol.gov on 09/14/2010

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
 Director Wage Determinations

Wage Determination No.: 2005-2371
 Revision No.: 12
 Date Of Revision: 09/09/2010

State: New York

Area: New York Counties of Allegany, Cattaraugus, Chautauqua, Erie, Niagara,
 Wyoming

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.52
01012 - Accounting Clerk II		15.17
01013 - Accounting Clerk III		17.39
01020 - Administrative Assistant		23.11
01040 - Court Reporter		18.95
01051 - Data Entry Operator I		14.30
01052 - Data Entry Operator II		15.61
01060 - Dispatcher, Motor Vehicle		15.86
01070 - Document Preparation Clerk		12.75
01090 - Duplicating Machine Operator		12.75
01111 - General Clerk I		12.37
01112 - General Clerk II		13.50
01113 - General Clerk III		15.23
01120 - Housing Referral Assistant		23.17
01141 - Messenger Courier		11.85
01191 - Order Clerk I		13.39
01192 - Order Clerk II		14.61
01261 - Personnel Assistant (Employment) I		15.23
01262 - Personnel Assistant (Employment) II		16.19
01263 - Personnel Assistant (Employment) III		19.97
01270 - Production Control Clerk		21.15
01280 - Receptionist		12.75
01290 - Rental Clerk		15.23
01300 - Scheduler, Maintenance		18.57
01311 - Secretary I		18.57
01312 - Secretary II		20.77
01313 - Secretary III		23.17
01320 - Service Order Dispatcher		14.59
01410 - Supply Technician		23.11
01420 - Survey Worker		15.84
01531 - Travel Clerk I		11.74
01532 - Travel Clerk II		12.41
01533 - Travel Clerk III		13.09
01611 - Word Processor I		14.97
01612 - Word Processor II		15.93
01613 - Word Processor III		17.82
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.34
05010 - Automotive Electrician		21.67

05040 - Automotive Glass Installer	20.85
05070 - Automotive Worker	20.85
05110 - Mobile Equipment Servicer	19.45
05130 - Motor Equipment Metal Mechanic	22.34
05160 - Motor Equipment Metal Worker	20.85
05190 - Motor Vehicle Mechanic	22.34
05220 - Motor Vehicle Mechanic Helper	18.03
05250 - Motor Vehicle Upholstery Worker	20.11
05280 - Motor Vehicle Wrecker	20.85
05310 - Painter, Automotive	21.67
05340 - Radiator Repair Specialist	20.85
05370 - Tire Repairer	18.78
05400 - Transmission Repair Specialist	22.34
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.15
07041 - Cook I	10.89
07042 - Cook II	12.01
07070 - Dishwasher	8.75
07130 - Food Service Worker	9.13
07210 - Meat Cutter	15.63
07260 - Waiter/Waitress	9.87
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.34
09040 - Furniture Handler	17.51
09080 - Furniture Refinisher	22.34
09090 - Furniture Refinisher Helper	19.23
09110 - Furniture Repairer, Minor	20.73
09130 - Upholsterer	22.34
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.18
11060 - Elevator Operator	10.18
11090 - Gardener	16.78
11122 - Housekeeping Aide	11.01
11150 - Janitor	12.70
11210 - Laborer, Grounds Maintenance	14.30
11240 - Maid or Houseman	9.95
11260 - Pruner	13.27
11270 - Tractor Operator	16.13
11330 - Trail Maintenance Worker	14.30
11360 - Window Cleaner	13.24
12000 - Health Occupations	
12010 - Ambulance Driver	14.91
12011 - Breath Alcohol Technician	16.34
12012 - Certified Occupational Therapist Assistant	20.38
12015 - Certified Physical Therapist Assistant	20.38
12020 - Dental Assistant	14.92
12025 - Dental Hygienist	29.85
12030 - EKG Technician	24.71
12035 - Electroneurodiagnostic Technologist	24.71
12040 - Emergency Medical Technician	14.91
12071 - Licensed Practical Nurse I	15.18
12072 - Licensed Practical Nurse II	16.98
12073 - Licensed Practical Nurse III	18.94
12100 - Medical Assistant	13.94
12130 - Medical Laboratory Technician	19.46
12160 - Medical Record Clerk	15.23
12190 - Medical Record Technician	17.04
12195 - Medical Transcriptionist	14.23
12210 - Nuclear Medicine Technologist	32.82
12221 - Nursing Assistant I	10.56
12222 - Nursing Assistant II	11.87

12223 - Nursing Assistant III	12.95
12224 - Nursing Assistant IV	14.54
12235 - Optical Dispenser	19.63
12236 - Optical Technician	14.37
12250 - Pharmacy Technician	14.75
12280 - Phlebotomist	14.54
12305 - Radiologic Technologist	23.53
12311 - Registered Nurse I	23.63
12312 - Registered Nurse II	28.90
12313 - Registered Nurse II, Specialist	28.90
12314 - Registered Nurse III	34.96
12315 - Registered Nurse III, Anesthetist	34.96
12316 - Registered Nurse IV	41.90
12317 - Scheduler (Drug and Alcohol Testing)	21.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.91
13012 - Exhibits Specialist II	23.40
13013 - Exhibits Specialist III	28.53
13041 - Illustrator I	19.84
13042 - Illustrator II	24.54
13043 - Illustrator III	29.93
13047 - Librarian	26.64
13050 - Library Aide/Clerk	13.31
13054 - Library Information Technology Systems Administrator	23.38
13058 - Library Technician	15.75
13061 - Media Specialist I	17.36
13062 - Media Specialist II	19.42
13063 - Media Specialist III	21.66
13071 - Photographer I	14.07
13072 - Photographer II	17.34
13073 - Photographer III	21.45
13074 - Photographer IV	26.17
13075 - Photographer V	31.74
13110 - Video Teleconference Technician	18.61
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.40
14042 - Computer Operator II	17.23
14043 - Computer Operator III	20.20
14044 - Computer Operator IV	23.94
14045 - Computer Operator V	26.51
14071 - Computer Programmer I	20.28
14072 - Computer Programmer II	25.12
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.40
14160 - Personal Computer Support Technician	23.94
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.63
15020 - Aircrew Training Devices Instructor (Rated)	34.64
15030 - Air Crew Training Devices Instructor (Pilot)	41.52
15050 - Computer Based Training Specialist / Instructor	28.63
15060 - Educational Technologist	27.34
15070 - Flight Instructor (Pilot)	41.52
15080 - Graphic Artist	19.69
15090 - Technical Instructor	21.43
15095 - Technical Instructor/Course Developer	26.22
15110 - Test Proctor	17.30

15120 - Tutor	17.30
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.71
16030 - Counter Attendant	8.71
16040 - Dry Cleaner	10.34
16070 - Finisher, Flatwork, Machine	8.71
16090 - Presser, Hand	8.71
16110 - Presser, Machine, Drycleaning	8.71
16130 - Presser, Machine, Shirts	8.71
16160 - Presser, Machine, Wearing Apparel, Laundry	8.71
16190 - Sewing Machine Operator	10.91
16220 - Tailor	11.48
16250 - Washer, Machine	9.25
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.93
19040 - Tool And Die Maker	27.13
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.06
21030 - Material Coordinator	21.15
21040 - Material Expediter	21.15
21050 - Material Handling Laborer	17.74
21071 - Order Filler	15.19
21080 - Production Line Worker (Food Processing)	18.06
21110 - Shipping Packer	14.98
21130 - Shipping/Receiving Clerk	13.00
21140 - Store Worker I	15.51
21150 - Stock Clerk	19.51
21210 - Tools And Parts Attendant	18.06
21410 - Warehouse Specialist	18.06
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.70
23021 - Aircraft Mechanic I	25.80
23022 - Aircraft Mechanic II	26.70
23023 - Aircraft Mechanic III	27.47
23040 - Aircraft Mechanic Helper	21.36
23050 - Aircraft, Painter	25.00
23060 - Aircraft Servicer	23.29
23080 - Aircraft Worker	24.13
23110 - Appliance Mechanic	21.25
23120 - Bicycle Repairer	18.98
23125 - Cable Splicer	28.97
23130 - Carpenter, Maintenance	20.64
23140 - Carpet Layer	21.57
23160 - Electrician, Maintenance	25.51
23181 - Electronics Technician Maintenance I	22.23
23182 - Electronics Technician Maintenance II	23.02
23183 - Electronics Technician Maintenance III	23.84
23260 - Fabric Worker	20.80
23290 - Fire Alarm System Mechanic	22.21
23310 - Fire Extinguisher Repairer	19.91
23311 - Fuel Distribution System Mechanic	29.69
23312 - Fuel Distribution System Operator	22.98
23370 - General Maintenance Worker	20.01
23380 - Ground Support Equipment Mechanic	25.80
23381 - Ground Support Equipment Servicer	23.29
23382 - Ground Support Equipment Worker	24.13
23391 - Gunsmith I	19.91
23392 - Gunsmith II	21.57
23393 - Gunsmith III	23.16
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.28

23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.06
23430 - Heavy Equipment Mechanic	22.33
23440 - Heavy Equipment Operator	23.80
23460 - Instrument Mechanic	23.40
23465 - Laboratory/Shelter Mechanic	22.36
23470 - Laborer	13.61
23510 - Locksmith	20.64
23530 - Machinery Maintenance Mechanic	24.20
23550 - Machinist, Maintenance	21.28
23580 - Maintenance Trades Helper	18.51
23591 - Metrology Technician I	23.40
23592 - Metrology Technician II	24.24
23593 - Metrology Technician III	24.93
23640 - Millwright	32.96
23710 - Office Appliance Repairer	20.64
23760 - Painter, Maintenance	21.73
23790 - Pipefitter, Maintenance	25.74
23810 - Plumber, Maintenance	24.26
23820 - Pneudraulic Systems Mechanic	23.16
23850 - Rigger	23.16
23870 - Scale Mechanic	21.59
23890 - Sheet-Metal Worker, Maintenance	23.74
23910 - Small Engine Mechanic	19.86
23931 - Telecommunications Mechanic I	25.69
23932 - Telecommunications Mechanic II	26.60
23950 - Telephone Lineman	27.90
23960 - Welder, Combination, Maintenance	21.28
23965 - Well Driller	26.30
23970 - Woodcraft Worker	23.16
23980 - Woodworker	19.58
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.03
24580 - Child Care Center Clerk	12.55
24610 - Chore Aide	9.67
24620 - Family Readiness And Support Services Coordinator	13.06
24630 - Homemaker	14.23
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.43
25040 - Sewage Plant Operator	21.38
25070 - Stationary Engineer	21.43
25190 - Ventilation Equipment Tender	19.88
25210 - Water Treatment Plant Operator	21.38
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.39
27007 - Baggage Inspector	11.54
27008 - Corrections Officer	26.94
27010 - Court Security Officer	26.74
27030 - Detection Dog Handler	15.49
27040 - Detention Officer	26.94
27070 - Firefighter	24.94
27101 - Guard I	11.54
27102 - Guard II	15.49
27131 - Police Officer I	26.94
27132 - Police Officer II	29.94
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.88
28042 - Carnival Equipment Repairer	11.32
28043 - Carnival Equipment Worker	9.47
28210 - Gate Attendant/Gate Tender	12.14

28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	9.91
28515 - Recreation Specialist	15.38
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	15.97
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.20
29020 - Hatch Tender	22.20
29030 - Line Handler	22.20
29041 - Stevedore I	21.39
29042 - Stevedore II	22.99
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.17
30021 - Archeological Technician I	18.65
30022 - Archeological Technician II	20.86
30023 - Archeological Technician III	25.84
30030 - Cartographic Technician	25.84
30040 - Civil Engineering Technician	25.55
30061 - Drafter/CAD Operator I	18.65
30062 - Drafter/CAD Operator II	20.86
30063 - Drafter/CAD Operator III	23.26
30064 - Drafter/CAD Operator IV	28.63
30081 - Engineering Technician I	19.15
30082 - Engineering Technician II	21.49
30083 - Engineering Technician III	24.04
30084 - Engineering Technician IV	29.79
30085 - Engineering Technician V	36.44
30086 - Engineering Technician VI	37.46
30090 - Environmental Technician	18.48
30210 - Laboratory Technician	19.92
30240 - Mathematical Technician	25.84
30361 - Paralegal/Legal Assistant I	17.85
30362 - Paralegal/Legal Assistant II	22.12
30363 - Paralegal/Legal Assistant III	27.06
30364 - Paralegal/Legal Assistant IV	32.73
30390 - Photo-Optics Technician	25.84
30461 - Technical Writer I	22.06
30462 - Technical Writer II	26.98
30463 - Technical Writer III	33.08
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.91
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	23.26
30621 - Weather Observer, Senior (see 2)	25.84
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.34
31030 - Bus Driver	16.73
31043 - Driver Courier	16.62
31260 - Parking and Lot Attendant	10.85
31290 - Shuttle Bus Driver	17.39
31310 - Taxi Driver	12.54
31361 - Truckdriver, Light	17.39
31362 - Truckdriver, Medium	20.24
31363 - Truckdriver, Heavy	22.34
31364 - Truckdriver, Tractor-Trailer	22.34

99000 - Miscellaneous Occupations	
99030 - Cashier	10.21
99050 - Desk Clerk	10.47
99095 - Embalmer	25.38
99251 - Laboratory Animal Caretaker I	11.10
99252 - Laboratory Animal Caretaker II	11.61
99310 - Mortician	27.92
99410 - Pest Controller	18.06
99510 - Photofinishing Worker	13.18
99710 - Recycling Laborer	18.08
99711 - Recycling Specialist	20.60
99730 - Refuse Collector	16.80
99810 - Sales Clerk	12.42
99820 - School Crossing Guard	9.87
99830 - Survey Party Chief	20.38
99831 - Surveying Aide	10.53
99832 - Surveying Technician	16.55
99840 - Vending Machine Attendant	13.86
99841 - Vending Machine Repairer	17.25
99842 - Vending Machine Repairer Helper	14.77

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate,

then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an

adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-EM0001529 for the provision of Phase 1 Decommissioning/Facility Disposition services at the Department of Energy's West Valley Demonstration Project (the "Contract") dated June 29, 2011, by and between the Government and CH2M HILL B&W West Valley, LLC (Contractor), the undersigned, CH2M HILL Companies, Ltd. (Guarantor), a corporation incorporated in the State of Oregon with its principal place of business at 9191 South Jamaica Street, Englewood, CO 80112 hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on (date)

CH2M HILL Companies, Ltd.

NAME OF CORPORATION

Steven Mathews, Treasurer and Vice President



NAME AND POSITION OF OFFICIAL EXECUTING PERFORMANCE GUARANTEE AGREEMENT ON BEHALF OF GUARANTOR

Sally A. Hill, Assistant Secretary



ATTESTATION INCLUDING APPLICATION OF SEAL BY AN OFFICIAL OF GUARANTOR AUTHORIZED TO AFFIX CORPORATE SEAL

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-EM0001529 for the provision of Phase 1 Decommissioning/Facility Disposition services at the Department of Energy's West Valley Demonstration Project (the "Contract") dated June 29, 2011, by and between the Government and CH2M HILL B&W West Valley, LLC (Contractor), the undersigned, Babcock & Wilcox Technical Services Group, Inc. (Guarantor), a corporation incorporated in the State of Delaware with its principal place of business at 800 Main Street Lynchburg, VA 24502 hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder

and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on (date)

Babcock & Wilcox Technical Services Group, Inc.
NAME OF CORPORATION

[Signature] VP & Treasurer
NAME AND POSITION OF OFFICIAL EXECUTING PERFORMANCE GUARANTEE
AGREEMENT ON BEHALF OF GUARANTOR

[Signature] Assistant Secretary
ATTESTATION INCLUDING APPLICATION OF SEAL BY AN OFFICIAL OF
GUARANTOR AUTHORIZED TO AFFIX CORPORATE SEAL



Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-EM0001529 for the provision of Phase I Decommissioning/Facility Disposition services at the Department of Energy's West Valley Demonstration Project (the "Contract") dated June 29, 2011, by and between the Government and CH2M HILL B&W West Valley, LLC (Contractor), the undersigned, Environmental Chemical Corporation (Guarantor), a corporation incorporated in the State of Kentucky with its principal place of business at Burlingame, CA hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder

and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on December 2, 2010.

Environmental Chemical Corporation

NAME OF CORPORATION

Glenn Sweatt, General Counsel/Secretary

NAME AND POSITION OF OFFICIAL EXECUTING PERFORMANCE GUARANTEE AGREEMENT ON BEHALF OF GUARANTOR

ATTESTATION INCLUDING APPLICATION OF SEAL BY AN OFFICIAL OF GUARANTOR AUTHORIZED TO AFFIX CORPORATE SEAL

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on December 2, 2010.

Environmental Chemical Corporation
NAME OF CORPORATION

Glenn Sweatt, General Counsel/Secretary
NAME AND POSITION OF OFFICIAL EXECUTING PERFORMANCE GUARANTEE
AGREEMENT ON BEHALF OF GUARANTOR

ATTESTATION INCLUDING APPLICATION OF SEAL BY AN OFFICIAL OF
GUARANTOR AUTHORIZED TO AFFIX CORPORATE SEAL

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.



A G R E E M E N T

between

WEST VALLEY ENVIRONMENTAL SERVICES LLC

and

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS**

LODGE 2401

2008 -2011

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	AGREEMENT	1
	WAIVER OF BREACH OF AGREEMENT	1
	AMENDMENT TO AGREEMENT	1
	VALIDITY.....	1
2	RECOGNITION	2
3	CHECKOFF.....	2
	DUES DEDUCTION AND SERVICE FEE AUTHORIZATION	2
	NOTICE OF CHANGE IN DUES.....	5
	MEMBERSHIP DUES AND SERVICE FEES.....	5
	TIME OF DEDUCTION.....	5
	DELINQUENCIES.....	5
	TRANSMITTAL.....	5
	INDEMNITY TO THE COMPANY.....	5
	AGENCY SHOP	6
	WITHDRAWAL PERIOD	7
	PROCEDURE FOR TERMINATION OF EMPLOYMENT	7
4	MANAGEMENT RIGHTS.....	8
5	UNION REPRESENTATION	8
	UNION STEWARDS.....	8
	GRIEVANCE COMMITTEE	8
	LOCAL OFFICIALS.....	9
	UNION NOTICES, NON-DISCRIMINATION.....	9
	ADMITTANCE OF BUSINESS REPRESENTATIVES	10
	UNION OFFICER'S WORK SCHEDULE.....	10
6	SENIORITY	10
	SENIORITY CREDIT.....	10
	LOST SENIORITY	11
	PROBATION	12
	SENIORITY--PRESIDENT AND STEWARDS	12
	SENIORITY--TRANSFERS.....	12
7	LAYOFF, TRANSFER AND PROMOTION	12
	TRANSFER, PROMOTION, LAYOFF	12
	LAYOFF	13
	LAYOFF NOTICE	13
	TEMPORARY SHUTDOWN.....	14
	RECALL OF LAID OFF EMPLOYEES	14
	SENIORITY LISTS.....	14
	PROMOTIONS.....	15
	TEMPORARY OR PERMANENT TRANSFERS.....	16
	QUALIFICATIONS	16
8	PERFORMANCE OF BARGAINING UNIT WORK.....	17
	SUPERVISORS.....	17
	SCIENTISTS AND TECHNICIANS	18
	RADIATION EXPOSURE	18
	TEMPORARY EMPLOYEES	18
	RADIOLOGICAL SURVEY WORK.....	19
	WORK ASSIGNMENTS	19
	SUBCONTRACTED WORK	19

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	WORK JURISDICTION	19
9	DISCIPLINE AND GRIEVANCE PROCEDURE.....	20
	DISCIPLINE	20
	GRIEVANCE STEPS.....	20
	GRIEVANCE PROCEDURE COMPLIANCE.....	22
	GRIEVANCE TIME	23
10	LEAVE OF ABSENCE	23
	UNION OFFICIALS	23
	PERSONAL LEAVE.....	23
	MILITARY SERVICE.....	23
	ANNUAL MILITARY FIELD ENCAMPMENT.....	24
	READY RESERVE OR NATIONAL GUARD ALERTS	25
	FAMILY LEAVE.....	25
11	HOLIDAYS	25
	HOLIDAY SCHEDULE	25
12	VACATIONS AND TIME OFF DAYS	26
	ELIGIBILITY FOR VACATION.....	26
	PAY DURING VACATION	27
	PREFERENCE AS TO TIME.....	28
	TIME OFF DAYS (MEDICAL AND PERSONAL).....	29
13	HOURS OF WORK.....	31
	DEFINITIONS	31
	GUARANTEE OF WORK	32
	BREAKS	32
	SHIFT CHANGE REQUEST.....	32
14	CALL IN TIME	33
	CALL BACK PAY.....	33
	CALL IN PAY.....	33
	PAY IF INJURED.....	33
	REPORTING PAY	34
15	OVERTIME - NIGHT SHIFT DIFFERENTIAL	34
	OVERTIME PAYMENTS.....	34
	OVERTIME SCHEDULING	35
	NIGHT SHIFT DIFFERENTIAL.....	36
	WORK BEYOND REGULAR SHIFT	37
	COMPUTATION OF OVERTIME PAYMENTS	37
	MEAL STIPEND	37
16	BENEFITS.....	37
	PENSIONS AND INSURANCES.....	37
	BEREAVEMENT PAY	37
	WEEKLY DISABILITY	38
	TUITION REFUND PLAN.....	39
	COMPENSATION HEARINGS	39
	JURY DUTY/COURT ATTENDANCE.....	39
17	HOURLY RATE SCHEDULES AND JOB CLASSIFICATIONS	39
	HOURLY RATE SCHEDULE.....	39
	JOB CLASSIFICATIONS	39
18	STRIKES AND LOCKOUTS.....	40
	NO STRIKES	40

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	NO LOCKOUTS	40
19	GENERAL	40
	SAFE WORKING CONDITIONS	40
	HEALTH AND SAFETY	40
	PROTECTIVE SECURITY	41
	MEDICAL	41
	COMPANY EQUIPMENT	41
	LUNCH ROOM	41
	DECONTAMINATION ROOM	42
	DISCLOSURE INFORMATION	42
	LABOR-MANAGEMENT REVIEW COMMITTEE	42
	PAY CHECK DISTRIBUTION	42
20	SUCCESSOR ASSIGNEES	42
21	DURATION	43

APPENDICES

	OCCUPATIONAL GROUPS	45
	HOURLY RATE SCHEDULE	47
	4-10 HOUR DAY SCHEDULE/12-HOUR SHIFT SCHEDULE	49
	LETTER OF UNDERSTANDING - MINIMUM STAFFING LEVELS	52
	LETTER OF UNDERSTANDING - UNION REVIEW OF HEALTH CARE OPTION ...	53
	LETTER OF UNDERSTANDING - COMMITTED ACTIONS	54

SUPPLEMENT

	PENSION AND INSURANCE AGREEMENT	
--	--	--

ARTICLE 1
AGREEMENT

SECTION 1 AGREEMENT

This Agreement, entered into as of the 1st day of **August 2008** between WEST VALLEY ENVIRONMENTAL SERVICES LLC (WVES) West Valley, New York (hereinafter referred to as the "Company"), and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS (IAMAW), District 65, for and in behalf of, Local Lodge 2401 (hereinafter referred to as the "Union").

SECTION 2- WAIVER OF BREACH OF AGREEMENT

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions hereto.

SECTION 3 - AMENDMENT TO AGREEMENT

This Agreement can only be amended or added to upon the written consent of both parties hereto.

SECTION 4 - VALIDITY

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provisions of this Agreement in its application between the Union and the undersigned Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect, provided further that in the event any provisions are so declared to be in conflict with law, both parties shall meet within thirty (30) days for the purpose of renegotiation and agreement on provision or provisions so invalidated.

It is understood and agreed that the Company's operations involved herein are subject to its contract with the Department of Energy and the orders and directives of said Department, and it is agreed that should any orders or directives of DOE conflict with any of the provisions of this Working Agreement such orders or directives shall prevail hereover, but Company and Union shall meet within thirty (30) days to negotiate a mutually satisfactory substitute for the contract clause or practice involved and if unable to reach agreement within the thirty (30) day period, the issue shall be submitted to an impartial arbitrator in accordance with the arbitration procedure in this collective bargaining agreement. The decision of the arbitrator shall be final and binding on both parties.

ARTICLE 2

RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agency for the purpose of bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for all production (ie. job classifications of decontamination & decommissioning/waste operations, and plant systems operations) and maintenance employees employed by WVES at the Company's West Valley, New York, plant; excluding all office clerical employees, technical and professional employees, guards and supervisors as defined in the Act, pursuant to certification by the National Labor Relations Board dated August 4, 1969, at Buffalo, New York.

ARTICLE 3

CHECKOFF

SECTION 1 - DUES DEDUCTION AND SERVICE FEE AUTHORIZATION

For the duration of this Agreement, the Company shall deduct from each pay Union dues or service fees for employees who are not I.A.M.A.W. members and promptly remit same to the Financial Secretary of Lodge No. 2401 for those employees in the bargaining unit whose written and signed dues deduction or service fees authorizations are received by the Company. Such authorization shall be valid only if submitted on the forms set forth below.

**International Association of Machinists and Aerospace Workers, AFL-CIO
Membership Application and/or Check-Off Authorization**

Name _____ Date _____ Card No. _____

Address _____ 9M 9F Date of Birth _____

SS No. _____ Email _____ Phone _____ Hire Date _____

Employer _____ Hourly Wage _____

Class of Work _____ Years of Experience _____ Shift 91st 92nd 93rd

.....

Membership Application. Check here: 9To the Officers and Members of Lodge No. _____ (the ALodge@ or AUnion@), I hereby tender my application for membership in the International Association of Machinists and Aerospace Workers, AFL-CIO (IAM). I understand that while I may be required to tender monthly fees to the Union. I am not required to sign a membership application as a condition of employment and that this application for membership is voluntary. I agree to obey the laws of the IAM and to support the principles of trade unionism and I authorize the IAM and/or its designated affiliate to act as my representative for collective bargaining.

If former member of IAM: Card No. _____ Lodge No. _____ Location _____ Last dues paid _____

.....

Check-Off Authorization. Check here: 9I authorize my Employer to deduct from my wages and forward to the Union: (1) monthly membership dues or equivalent service fee; and (2) any required initiation or reinstatement fee as set forth in the collective bargaining agreement between the Employer and the Union and the by-laws of the Lodge. This authorization shall be irrevocable for one (1) year or until the termination of the collective bargaining agreement between my Employer and the Union, whichever occurs sooner. I agree that this authorization shall be automatically renewed for successive 1-year periods or until the termination of the collective bargaining agreement, whichever is the lesser, unless I revoke it by giving written notice to my Employer and Union not more than twenty (20) and not less than five (5) days prior to the expiration of the appropriate yearly period of the services provided to me by the Union. It shall continue in full force and effect even if I resign my Union membership, except if properly revoked in the manner prescribed above.

The following information is strictly voluntary and is requested for the sole purpose of providing improved services to our membership:

I am: 9Caucasian 9African American 9Asian 9Hispanic 9Hispanic 9Pacific Islander 9Native American
9Other

.....

Important Notice. I have examined and acknowledge receipt of the attached ANotice to Employees Subject to Union Security Clauses@ (on back of pink sheet). I also understand that IAM members have certain rights and privileges as set forth in the IAM Constitution and in various Federal laws, like the Labor Management Reporting and Disclosure Act (LMRDA). Copies of the IAM Constitution and the LMRDA may be obtained by contacting the IAM General Secretary-Treasurer, 9000 Machinists Place, Upper Marlboro, MD 20772. Union membership dues and agency fees are not deductible as charitable contributions for Federal Income Tax purposes. Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

(Your signature)

_____ Date

FORM NO. MR01

This copy to be retained by Local Union No. _____

I.A.M.A.W. UNION SERVICE FEES AUTHORIZATION

Effective Date _____, 20

NAME (Print): _____

DEPARTMENT: _____

I hereby authorize and direct West Valley Environmental Services LLC (Company) to deduct from my pay in each pay period service fee to Lodge No. 2401, District 65, International Association of Machinists, AFL-CIO, in the amount lawfully levied as membership dues by Lodge No. 2401 in accordance with its constitution and bylaws, and forward same to the Financial Secretary of Lodge No. 2401. In addition, I hereby authorize and direct Company to deduct the equivalent of the initiation fee of \$___ lawfully levied by Lodge No. 2401 in accordance with its constitution and bylaws, and forward same to the Financial Secretary of Lodge No. 2401. Such amounts shall be deducted in five (5) equal weekly installments.

This authorization shall be irrevocable for a period not exceeding one year, or the term of the agreement between the Company and the Union, whichever is less, and shall continue irrevocable in effect from year to years thereafter for so long as a collective bargaining agreement is in effect between the Company and the Union concerning the employees covered by this Agreement subject, however, to cancellation at any time during the period of fifteen days preceding the end of the initial period specified in this authorization, or during the fifteen-day period preceding the end of any such subsequent authorization year, by written notice of such cancellation given by the employee to the Company and the Union.

I agree to waive any claim against the Company, other than one based upon a clerical error, that may arise because of this assignment and authorization.

HOME ADDRESS: _____			_____
	Street		Signature of Employee
_____			_____
City	State	Zip Code	Date Signed

SECTION 2 - NOTICE OF CHANGE IN DUES

Lodge No. 2401 shall notify the Company by letter and acknowledged by the Human Resources Manager's signature of receipt of any change in the sum of money to be deducted as dues pursuant to the authorization set forth in Section 1 above.

SECTION 3 - MEMBERSHIP DUES AND SERVICE FEES

Within the meaning of dues or service fees deductions authorizations, all such authorizations will be in the same dollar and cents amount. Excluded specifically from such authorizations are fines, penalties, contributions, assessments, strike assessments, taxes of any kind, or any other type of payment.

SECTION 4 - TIME OF DEDUCTION

Deductions for employees whose authorizations are received after the effective date of this Agreement will be commenced with the first full pay period after the receipt of the respective authorization and each pay thereafter. Collection of any back dues or service fees owed at the time of starting deduction for any employee will be the responsibility of the Union and will not be the subject of payroll deductions.

SECTION 5 - DELINQUENCIES

Dues or service fees unpaid because the employee was not working during a pay period will be the responsibility of the Union and will not be subject to payroll deduction.

SECTION 6 - TRANSMITTAL

Deductions provided in Section 1 shall be remitted to the Financial Secretary of the Union in accordance with an annual schedule submitted to the Union. The Company will furnish the Financial Secretary of the Union with a record of those employees for whom deductions have been made and the amount of the deductions.

SECTION 7 - INDEMNITY TO THE COMPANY

The Company will be indemnified by the Union against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Company for the purpose of complying with any provisions of this Article.

SECTION 8 - AGENCY SHOP

A. Employees who are Union Members

1. Every employee who on October 25, 1983, and who is a member of the Union on or after November 26, 1983 shall, as a condition of employment, maintain his/her membership in the Union.
2. Every employee who is a member of the Union on or after the thirty-first (31st) day after such effective date shall, as a condition of employment, maintain his/her membership in the Union.
3. No employee shall be considered a member of the Union on the date after which the employee is required to maintain his/her Union membership under paragraph (1) or (2) above if the employee notifies the Company and the Union in writing prior to such date that the employee wishes to terminate his/her membership. As a condition of employment, however, an employee, as identified above, must pay to the Union a service fee equivalent to the periodic dues and initiation fees required of members in good standing.

B. Employees who are not Union Members

Any employee who is not a member of the Union on November 26, 1983, and any employee who is not a member of the Union on the thirty-first (31st) day after the date this Section becomes effective, shall not be required to become a member of the Union as a condition of continued employment. As a condition of employment, however, an employee as identified above must pay to the Union a service fee equivalent to periodic dues and initiation fees required of members in good standing. Any such employee who thereafter becomes a member of the Union shall, however, maintain his/her membership as a condition of employment thereafter.

C. Hires, Rehires and Transferred Employees

1. Every person who is first hired, covered by this Agreement, after this section has become effective shall, as a condition of continued employment, be a member of the Union on and after the beginning of the fifth month, after the date of his/her hire, and shall thereafter maintain his/her membership in the Union.
2. Any employee who is transferred to a job covered by this Section (whether or not the job from which the employee is transferred is covered by this Section) and any former employee who is rehired on a job in a unit covered by this Section, shall be governed by the provisions of Section 8 C.1 (1) above, with their date of transfer or rehire being considered equivalent to the date of hire referred to in such Section 8 C.1 (1).

SECTION 9 - WITHDRAWAL PERIOD

Notwithstanding any other provisions of this Section, every employee who is otherwise required under this Section to obtain and/or maintain membership in the Union shall have the right, after having obtained such membership, to resign from the Union, by giving written notice thereof to the Company and to the Union during the period of fifteen (15) days preceding the end of the initial period specified in the authorization, or during the fifteen (15) day period preceding the end of any subsequent authorization year thereafter while this Agreement remains in effect (such period is hereafter referred to as the "withdrawal period"). Such notice shall be deemed to have been properly given if it is postmarked, or is received by the Company and the Union during the withdrawal period. Any employee who resigns from the Union during a withdrawal period set forth above, or who has resigned during any withdrawal period set forth in any previous agreements or amendments to this Agreement, shall not thereafter be obligated to obtain or maintain membership in the Union unless the employee shall, thereafter, during the life of this Agreement, again become a member of the Union, in which case the employee shall maintain his/her membership as a condition of employment thereafter, subject to the employee's right to resign during any subsequent withdrawal period as provided in this Section 9. As a condition of employment, however, an employee as identified above must pay to the Union a service fee equivalent to the periodic dues and initiation fees required of members in good standing.

SECTION 10 - PROCEDURE FOR TERMINATION OF EMPLOYMENT

- A. The Company shall be obligated under this Section to terminate the employment of any employee by reason of the employee's failure to obtain or to maintain membership in the Union as required by this Section and for an employee who fails to obtain and/or maintain membership, the employee's failure to pay service fees equivalent to dues and initiation fees, upon receipt of written request for such termination from the Union; except that the Company shall have the right to refuse such request if it has reasonable grounds for believing (i) that such membership is not available to the employee on the same terms and conditions generally applicable to other members, or (ii) that membership has been denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.
- B. Union agrees to indemnify and save harmless the Company from any payment the Company may be required to make in favor of the employee.

ARTICLE 4

MANAGEMENT RIGHTS

All management functions and rights which have not been specifically and expressly limited or modified by this Agreement are retained and vested exclusively in the Company. Among such functions and rights so retained and vested in the Company are the rights to hire, rehire, promote, demote, transfer, lay off, recall to work, determine the starting and quitting time and the number of hours to be worked, including overtime, lack of overtime and assignment of overtime, close down the West Valley Plant or any part thereof or curtail any operation, to contract out, control and regulate the manning of the Plant, the use of machinery, equipment and other property of the Company, make or change rules, policies and practices not in conflict with this Agreement, introduce new or improved production methods or equipment, determine the number, location and operation of the plants, the products to be manufactured, the schedules of production and the assignment of work, and otherwise generally manage the West Valley Plant and direct the working force thereof. The foregoing is not intended as a limitation on management functions or rights retained by and invested exclusively in the Company as aforesaid. No dispute arising out of the exercise of the foregoing management functions and rights is subject to the grievance procedure hereof, except as specified in this Agreement.

ARTICLE 5

UNION REPRESENTATION

SECTION 1 - UNION STEWARDS

The Union will elect nine (9) Stewards and one (1) Chief Steward. The Stewards shall be elected from the following groups: four (4) from Plant Systems, three (3) from Decontamination & Decommissioning/Waste Operations, two (2) from Maintenance, and one (1) Chief Steward, elected at large. By mutual agreement between the Company and the Union, this distribution can be modified.

If a Steward is not in the plant, a grievant may use the Company telephone to call the Steward at home.

All Union Stewards shall be full-time employees of the Company.

SECTION 2 - GRIEVANCE COMMITTEE

- A. For the purpose of processing grievances under the Grievance Procedure, the Union shall be represented by the Grievance Committee which in turn will be comprised of three members officially designated by the Union. Stewards and/or Members of the Grievance Committee shall not leave their work areas except for the purpose of processing grievances, or in meetings called by the Management, in accordance with the provisions of the Grievance Procedure.

- B. Union officials shall obtain permission from their Supervisors prior to leaving their work stations for Union business.

SECTION 3 - LOCAL OFFICIALS

The Union will at all times keep the Human Resources Manager promptly advised, in writing, of the name of the President of the Lodge, Chief Steward, Stewards, the Grievance Committee, and all other Local Lodge officials.

SECTION 4 - UNION NOTICES, NON-DISCRIMINATION

- A. The Company shall provide two bulletin boards on which the Company will post Union notices, Union elections and results, appointments, meetings, and social functions if such notices are approved by the Human Resources Manager. All such notices must be countersigned by a duly authorized Union representative whose name shall be forwarded to the Human Resources Manager by the Union.
- B. The President of the Local Lodge and the Chief Steward or alternates designated by the Union may be granted permission to leave the plant for Local Union business with the prior approval of the Department Manager or the Human Resources Manager. No payment shall be made by the Company for such time off.
- C. The Company shall not discriminate against any employee in any matter whatsoever because such employee is a member or represented through the agency agreement, Steward, Officer, or other agent or representative of the Union.
- D. Neither the Union, nor the Local, nor any Steward, Officer, or other agent or representative of either shall discriminate, intimidate or coerce any employee, nor solicit members for funds during working hours except with the prior approval of the Human Resources Manager.
- E. The Union, the Local and the Company reaffirm their intention that the provisions of this Agreement will continue to be applied without discrimination because of race, creed, color, sex, age, national origin, physical or mental handicap or disability, because an employee is a disabled veteran, special disabled veteran or veteran of the Vietnam era, or because of citizenship status, except citizenship status which is otherwise required in order to comply with law, regulation or federal executive order, or required by Federal, State or local government contract, or which the Attorney General of the United States determines to be essential for an employer to do business with an agency or department of the Federal, State or local government. The parties recognize and accept that any term of gender in the Agreement is intended to include and does include both feminine and masculine, as appropriate.
- F. The Company shall provide an office area for the Union. A telephone will be provided at the Union's expense.

SECTION 5 - ADMITTANCE OF BUSINESS REPRESENTATIVES

Business Representatives of the Union, who are not employees of the Company and not to exceed two (2) at any one time, may be granted permission to enter the premises of the Company during normal Plant operations for reasonable periods of time for the purpose of investigating grievances and for meeting with Company representatives. Such Business Representatives must be accompanied by a Company representative during their visits. All such visits must be cleared in advance by the Human Resources Manager.

SECTION 6 - UNION OFFICER'S WORK SCHEDULE

- A. It is mutually agreed between the Company and the Union that for no more than three of these Union officers, President, Vice President, Chief Steward, Recording Secretary or Financial Secretary, shift schedules will be arranged so that they can attend monthly Union membership meetings which will be on a set, published schedule. The employee's immediate supervisor will be given at least five (5) days written notice by the Chief Steward who will request the schedule adjustment. If the employee's shift schedule is changed within the five (5) days of the membership meeting, the immediate supervisor shall be given written notice requesting the schedule adjustment by the affected officer within one (1) day of being notified of the schedule change. The Company shall not incur any overtime penalty payments as a result of a schedule change requested by the Union.
- B. To facilitate wage payments to hourly employees of the Company who are not on Union leave of absence but who, as local Union officers, stewards or designated alternates of the Union, spend time on Union business during regular working hours which is not to be paid for by the Company, the Company will advance to such employees on behalf of the Union, their earnings for the time spent on Union business during their regular working hours. Such advances will be subject to all required and authorized payroll deductions in effect for each such employee as reflected on Company records. Amounts so advanced will be subsequently deducted by the Company from dues remitted to the Union under the check off provisions of our Agreement.

We will mutually agree on the proper documentation and authorization forms necessary to accomplish the above advance payments.

ARTICLE 6

SENIORITY

SECTION 1 - SENIORITY CREDIT

As used in this Agreement the term "Seniority" shall mean length of service and shall be established as follows:

- A. By length of service in the employment of the Company in the bargaining unit at the West Valley Plant and hereinafter referred to as "Plant" seniority; however, an

employee's plant seniority will not include credit for (1) service that was relinquished by the employee's election to receive the Lump Sum Option payment provided under the Layoff Income and Benefits Plan, or any similar lump sum severance payment involving relinquishment of seniority rights, and whose service credits have not been restored by repayment in full thereof, nor (2) any additional periods of service credited as a result of any periods of layoff as provided for in subsection 1.9.A(1)(h) of the Pension Plan except as provided for in Section 3 of this Article 6, nor (3) any other periods of service excluded by Section 3 of this Article 6.

B. APlant@ seniority is recognized across the following units:

Unit 1 - Craft

- Groups 1(A) – Decontamination & Decommissioning/Waste Operations Craft
- 1(B) – Janitors
- 1(C) – ~~Electronic/Electrical~~
- 1(D) – Instrumentation

Unit 2 - Plant Systems Operations

Group 2 - Plant Systems Operations

Unit 3 - Decontamination & Decommissioning/Waste Operations

Group 3 - Decontamination & Decommissioning/Waste Operations

SECTION 2 - LOST SENIORITY

Seniority shall be lost for the following reasons:

- A. Voluntary quit.
- B. Discharge for just cause.
- C. Failure to return to work upon recall in accordance with Article 7 Section 3 (b).
- D. Absence for three (3) consecutive work days without notifying the Company, in which case the employee shall be considered to have quit voluntarily.
- E. Layoff for a continuous period in accordance with the following schedule:
 - 1. Less than two (2) years of accumulated length of service - twelve (12) months.
 - 2. Two (2) years or more of accumulated length of service - sixty (60) months.
- F. Retirement.

SECTION 3 - PROBATION

- A. An employee shall be considered to be on probation and shall not be entitled to any seniority rights until employed for four (4) consecutive months after the date of the employee's most recent hire, at which time the probationary employee's seniority shall become established as of the date of employment. During the said probationary period, a probationary employee shall be subject to transfer, layoff, recall to work, or discharge at the discretion of the Company.

SECTION 4 - SENIORITY--PRESIDENT AND STEWARDS

At the written request of the Union, an elected Shop Steward will be given seniority preference at the time when layoffs take place within the unit for which he/she is Acting Steward. Such seniority preference will be granted only to the extent necessary to enable him/her to retain a job within the unit for which he/she is acting as a Steward provided such Steward is otherwise entitled to such job by operation of the seniority provision of this Agreement. If their duties qualify them under the law, elected officers, upon written request of the Union, shall be given at the time of a reduction in work force similar seniority preference within the bargaining unit in which they are employed.

SECTION 5 - SENIORITY--TRANSFERS

- A. An employee's seniority shall terminate upon being promoted or transferred to a job outside the bargaining unit.
- B. Employee(s) who have been promoted or transferred to jobs outside the bargaining unit may be returned to their former classification or an equivalent job in the bargaining unit with no bargaining unit seniority.

ARTICLE 7

LAYOFF, TRANSFER AND PROMOTION

SECTION 1 - TRANSFER, PROMOTION, LAYOFF

In the transfer, promotion, layoff and recall to work of employees who have successfully completed their probationary period, the Company shall give due consideration to their qualifications and seniority and where their qualifications are relatively equal, "Plant" seniority shall be the governing factor. The provisions of this article will not compromise group minimum staffing levels.

SECTION 2 - LAYOFF

Upon notification of a layoff per Article 7, Section 3A, the Company shall determine the need for employees in any classification. The classifications will be set at the minimum levels required to complete the current and future work scopes. The Company shall review and discuss with the Union positions available for bumping at Labor Grades 1 through 8.

In case of an extended layoff, the senior employee shall have the right to enter a bump against a less senior employee who currently holds an available position. The following provisions shall apply to layoff bumping:

- A. Except for Labor Grades 1 through 5, bumps may be entered only within the job incumbent's Unit or to a job the employee has previously satisfactorily held by meeting the qualification standards, or to an entry level position identified per the first paragraph of Article 7, Section 2.
- B. Bumps must be submitted by the employee within two (2) work days of notice of layoff. The employee is responsible to submit bump requests on any job he/she requests consideration.
- C. The employee must within sixty (60) days pass a written exam and demonstrate the employee is capable of performing the function.
- D. Employees awaiting a decision on a bump or refusing to enter a bump may be assigned other work, or forced to bump an employee with less seniority, or laid off at the Company's discretion.
- E. An employee who bumps and fails to satisfactorily perform on such a job in accordance with the terms of this Article will be removed from the job and the Company may transfer the employee to another job or the employee will be laid off.
- F. For purposes of this policy, an employee's leave of absence or disability status will not affect consideration for layoff. At the time of a layoff, an employee on a leave of absence or on the disability roll will be laid off and his/her name will be added to the recall list, when, because of his/her seniority status would have been laid off if he/she were actively at work. Notice of such layoffs will be given to the employee involved at his/her last known address.

SECTION 3 - LAYOFF NOTICE

- A. The Company shall give the Union notice of plant closing and/or layoffs in accordance with State and Federal laws. The Company shall endeavor to give the Union at least **45 days** notice of impending layoffs that may affect the hourly workforce.
- B. Employees in Extended Layoff Status must return to work within ten (10) work days after due notification of recall provided such employee accepts recall within two days of notification of recall. A longer period may be allowed by the Company in the case of justifiable circumstances.

SECTION 4 - TEMPORARY SHUTDOWN

- A. In the event of a temporary shutdown [seven (7) days or less], every effort shall be made by the Company to temporarily reassign the workers. In the event that no other work is available, a reduction in force may be made with no prior notice and seniority will be given preference where possible.
- B. The same group of employees shall not be subjected to temporary shutdown layoff status more than once in a two (2) week period.
- C. Employees on temporary layoff shall be available for work within twenty-four (24) hours after due notification.
- D. No bumping procedures shall be initiated while on temporary layoff status.
- E. In the event of a temporary shutdown in excess of seven (7) days, the Union will agree to discuss an alternative method of temporary reduction of the work force.
- F. If the facility is temporarily shut down and employees scheduled to work are instructed by their supervisors not to report to work, the employees will be paid for the first day of a facility shut down at their normal straight time rate.

SECTION 5 - RECALL OF LAID OFF EMPLOYEES

- A. For available positions in labor grades 1 and 5, laid off employees shall be recalled in order of Plant seniority provided they meet the minimum qualifications of the job description.
- B. For available positions above labor grades 1 and 5 laid off employees shall be recalled in order of Plant seniority within the Unit, provided they have previously held the position for which there is an opening or to an entry level position identified by the Company.
- C. Recall notices will be sent by certified mail to the last known address as listed on the employee's personnel record.
- D. Laid off employees shall be retained on the inactive seniority list and be eligible for recall for the period following layoff specified in Article 6, Section 2.E.

SECTION 6 - SENIORITY LISTS

- A. The Company shall, on a semi-annual basis, prepare a Seniority List to be made available to the Union.
- B. A Seniority List shall be furnished to the Union within thirty (30) days after signing of this Agreement.

SECTION 7 - PROMOTIONS

A. Job openings within the bargaining unit shall be posted for seven (7) days. Any exceptions to these posting requirements will be agreed to in writing by the Company and the Union. The Company may temporarily fill the job until the bid is processed. All bidders will be notified of their status within thirty (30) days of the posting deadline.

B. The following factors of employee qualifications shall be considered:

1. Length of Plant seniority in the Unit in succeeding labor grades.
2. Employees must meet the current minimum qualifications for a position as described on the job descriptions.
3. In qualification classifications, employees must have passed qualification standards to be upgraded to higher qualification classifications.
4. Ability, demonstrated performance, attendance and tardiness records. (For labor grade 9 the prime consideration for promotion shall be this section.)
5. Where employees are approximately equal under factors 1, 2, 3 and 4 above as applied to the employees under consideration, the employee having the greater length of plant seniority shall receive preference.
6. Qualification and requalification tests are valid for a minimum of one year and are conducted in accordance with applicable training procedures. A pass/fail standard will be established for all written and oral tests.

It is understood and agreed that all bargaining unit positions are non-progressive: Sr. **Electronic/Electrical Specialist, Electronic/Electrical Specialist, Sr. Instrument Specialist, Instrument Specialist; D&D/Waste Operations Craft Specialist; Sr. D&D/Waste Operations Craft Specialist; D&D/Waste Sr. Operations Specialist; D&D/Waste Operations Specialist; D&D/Waste Operations Technician; Plant Systems Sr. Operations Specialist; Plant Systems Operations Specialist; and Janitor.**

It is understood that the Company will promote employees only where positions have been identified and posted. Training requirements can be completed within the time limits specified after promotion to the position.

C. An employee successfully bidding for a job and being unable to satisfactorily fulfill the requirements within thirty (30) days for all jobs, except in Labor Grades 3, 4 and 9, which shall be one hundred twenty (120) days, will be returned to his/her former job, if available, at the former labor grade and rate of pay. If the former job is unavailable, the employee will be assigned to another job at the employee's former grade and rate of pay.

D. An employee transferring from one job to another shall transfer seniority.

- E. An employee is allowed a maximum of two successful bids in any six-month period. No bids are allowed for six months after the second successful bid.
- F. An employee who has been promoted through a normal progression within the previous six (6) months and is bidding to change units or groups may be retained in the original unit for up to three (3) months, if necessary, for the continuity and safe operations.
- G. A successful bidder may request within seven (7) calendar days of placement on a new job to be returned to his/her former job and labor grade at the former rate of pay.
- H. A successful bidder shall be paid at the new position rate, or the current rate if greater, from the following work week after receiving notification of the successful bid. Once the employee moves, the prevailing position rate will apply.
- I. **A person bidding or bumping to a lower rated job shall be paid the step 4 rate starting from the first day worked on the job.**

SECTION 8 - TEMPORARY OR PERMANENT TRANSFERS

An employee temporarily or permanently transferred to a lower rated job at the convenience of the Company, shall receive the employee's regular rate of pay while on such work. An employee temporarily or permanently transferred at the convenience of the Company to a higher rated job shall receive the employee's rate or the minimum pay for the job, whichever is higher. This section does not apply to jobs filled as a result of bids, bumps, transfer requests of employees or transfers necessary due to medical necessity. Employees permanently transferred to another position must meet the qualifications of that position within a time period agreed to by Union and management at the time of transfer. Temporary transfers will normally not exceed six months. However, if the Company anticipates the need to extend the assignment, the Company and Union will mutually agree to the extension. In such cases, the combined temporary transfer will not exceed one year. The use of temporary employees under Article 8, Section 4 and temporary transfers shall not exceed one year combined.

SECTION 9 - QUALIFICATIONS

Qualification standards for a position or grade must be successfully completed and maintained within the time frame specified by the documented qualification standards. Employees shall be allowed a reasonable amount of study time they (employee) need prior to taking qualification and re-qualification exams.

In the event that an employee fails to maintain qualification standards to perform the essential functions of the job, which the employee is currently assigned, the employee will be given a set time in accordance with training procedures to successfully meet the standard. Failure to do so can result in the employee being reassigned to a position in accordance with qualification standards currently held by the employee. The Company assures an appropriate review of the circumstances will be conducted and will meet the requirements of the Americans with Disabilities Act prior to any action taken.

The Company and Union agree that there is value in understanding the training history of bargaining unit personnel as a means to identify skills that can be used for current and future work scopes. Many workers previously possessed qualifications that have not been maintained currently for various reasons but could be reinstated; therefore, two lists shall be kept to document this information resource. One list shall identify the complete list of current qualification/training each bargaining unit person possesses, and one list shall identify the complete list of qualifications/training each bargaining unit person previously possessed. Previous or lapsed qualifications or previous work experience are considered the same as skills for the purposes of administering Article 8, Section 7.

The Company and Union agree that some qualifications are considered "specialty" qualifications that are not available to all bargaining unit personnel and that typically require a monetary and schedule investment to complete. By mutual agreement of the Company and the Union, a list of "specialty" qualifications will be developed. Once established, workers possessing and/or obtaining a listed "specialty" qualification after the implementation of this CBA, will be required to retain such qualification for the entire duration of this CBA unless otherwise agreed to by the Company and the Union.

When it has been determined that an individual is medically restricted in excess of three (3) months and is no longer able to perform the essential functions of the job at the level at which he/she is qualified, the Company and Union will determine if there is another position involving similar responsibility and pay. If no assignment can be made in this manner, the employee may be assigned work of a nature consistent with his/her restriction, skills, and the needs of the Company. Such an assignment may result in placement into a position at a lower labor grade. In such case, the employee will begin to earn the job rate for that labor grade upon such placement. The employee will be returned to his/her original labor grade and job rate upon determination that the medical restriction is no longer in effect and a position is available in the applicable Unit.

The Company shall determine and establish the job descriptions and minimum qualifications for all jobs. The Company will discuss new and revised job descriptions and minimum qualifications prior to implementation with the Union.

ARTICLE 8 PERFORMANCE OF BARGAINING UNIT WORK

SECTION 1 - SUPERVISORS

- A. Supervisors and engineers shall not normally perform work performed by bargaining unit employees except for instruction, emergency, prevention of plant shutdown, loss of valuable customer materials, or when qualified employees are unavailable due to refusal of overtime or in the test and startup of new facilities and with test equipment and procedures until turned over to permanent operations. Employees designated as acting supervisor shall comply with this section. Violations of this section may result in monetary compensation to the Union as well as disciplinary action being issued to the transgressing party per the Company's posted "Standards of Conduct."
- B. Employees will only be appointed/assigned as a temporary supervisor when the regular supervisor is unavailable. Unless otherwise identified by the Company, an employee will

generally not act in the continuous position of Acting Supervisor for more than two months.

- C. No employee will supervise unless temporarily assigned to that position.

SECTION 2 - SCIENTISTS AND TECHNICIANS

Engineers, Scientists and Technicians working on research and development projects that involve skills which are normally performed by Bargaining Unit Personnel shall have the appropriate qualified Bargaining Unit Employee(s) assigned to assist in this work. Violations of this section may result in monetary compensation to the Union as well as disciplinary action being issued to the transgressing party per the Company's posted "Standards of Conduct."

SECTION 3 - RADIATION EXPOSURE

In order to minimize radiation exposure to bargaining unit personnel, it will be standard practice to utilize employees outside of classification, other non-bargaining unit employees, or outside contractors, regardless of work schedules of employees in the bargaining unit. Such tasks will be performed under adequate supervision with no intent of reducing regularly scheduled work hours available for those employees on the active bargaining unit payroll. The Company will notify the Union when using people outside their classification or if the Company brings in outside contractors to minimize radiation exposure. The Union will have representation on the ALARA Committee and will be privy to all information used in determining exposure limits.

SECTION 4 - TEMPORARY EMPLOYEES

Temporary employees may be hired for a period not to exceed 120 days to relieve other employees during vacations, illness, for emergency purposes or to augment the regular work force during increased plant work loads or to handle seasonal projects. Such employee shall have no seniority in the bargaining unit nor benefits (except those required by law). Temporary employees shall be paid a minimum rate as defined in the attached hourly rate schedule. Temporary employees hired for work similar to work performed by Labor Grades 5 and above shall be paid a minimum of the starting rate of the appropriate labor grade.

If there are employees on layoff eligible for recall who are qualified and available to fill temporary positions, they shall be given preference to fill a temporary position and not affect their recall rights.

SECTION 5 - RADIOLOGICAL SURVEY WORK

Bargaining unit personnel may perform radiological survey work as assigned by management.

SECTION 6 - WORK ASSIGNMENTS

In an effort to provide employment for the maximum number of bargaining unit personnel on the active payroll bargaining unit personnel will be utilized to perform any work assigned by the Company.

SECTION 7 - SUBCONTRACTED WORK

The Company agrees that non-construction work normally performed by seniority employees in the bargaining unit will not be subcontracted to an outside source where equipment, skills and personnel are available in the plant. Similarity of equipment and tooling will be considered. Where skills for tools or equipment are similar, then procurement or rental will be considered so that Bargaining Unit employees have an opportunity to perform the non-construction work on site. Subcontracting of non-construction work cannot result in a layoff (in plant or out of plant) or prevention of recall (in plant or out of plant) of a bargaining unit employee. The Company will discuss proposed subcontracting of non-construction work and modification which adds scope to existing subcontracts with the Labor Management Committee. Hiring new employees or the creation of unreasonable or excessive overtime will not be used to satisfy the term "available personnel." Only subcontracting disputes on non-construction type work will be subject to the grievance procedure. **It is recognized that some bargaining unit personnel may possess the skills and experience to perform certain demolition activities. These demolition activities shall be identified through the Labor Management Committee and whenever appropriate, with due consideration to cost and schedule concerns, will be assigned to the bargaining unit.**

SECTION 8 - WORK JURISDICTION

Consideration will be given to the normal occupational group when making work assignments; however, training, qualifications and proficiency will be the primary determining factor. Employees may perform or assist in the performance of work outside their normally assigned group provided that they are qualified in and proficient at the work identified. These work assignments can occur when necessary due to lack of work in the normal group or due to increased workload in a different group or to supplement a group with people on leave. Under no circumstance will an economic settlement be utilized for jurisdictional disputes within the Bargaining Unit.

ARTICLE 9

DISCIPLINE AND GRIEVANCE PROCEDURE

SECTION 1 - DISCIPLINE

- A. In the interest of harmony and fairness, no employee shall be discharged or disciplined without good and sufficient cause. When the Company initiates an investigation into the performance of bargaining unit personnel that could potentially result in disciplinary action, the appropriate Steward or Chief Steward will be notified and will be allowed to participate in the interview process.
- B. Unless requested otherwise by an employee, a steward shall be present during any investigative meeting with bargaining unit personnel that could potentially result in disciplinary action and during any disciplinary action as defined by the **Standards of Conduct**. If an employee chooses not to have a steward present, the Company will notify the appropriate Steward or Chief Steward at least 30 minutes prior to the investigative meeting or disciplinary action being taken. If the disciplinary action is beyond a written reprimand, the Chief Steward or designated alternate will be present.
- C. Any disciplinary actions **administered following the effective date of this contract** will not be used for progressive discipline after 30 months from date of action taken. **All disciplines administered prior to the effective date of this contract will not be used for progressive discipline after 24 months from the date of action taken.**

SECTION 2 - GRIEVANCE STEPS

Any grievance which the Union may have against the Company shall be limited to interpretations or applications of terms of this Agreement and shall be resolved according to the following procedures. The Union can file a grievance on any disciplinary action imposed on a bargaining unit employee.

Step 1

- A. Within thirty (30) calendar days of the event the aggrieved employee and/or the Steward may present in writing the grievance to the employee's immediate Supervisor. The Supervisor shall respond in writing within five (5) work days.
- B. Any grievance must be reported in writing to the immediate Supervisor within thirty (30) calendar days of the occurrence of the event in order to be considered under this grievance procedure.

Step 2

- A. If the grievance is not settled at the first step, and if the Union wishes to carry it further, it must be presented in writing to the Supervisor's Manager by the Chief Steward within five (5) work days after response by the Supervisor.
- B. The grievance shall include the following minimum information:
 - 1. A statement of the specific provisions of the Agreement or rule or policy that are alleged to have been violated.
 - 2. The specific relief desired.
 - 3. Date of signing and signature of grievant.
- C. The Supervisor's Manager shall answer the grievance in writing within five (5) work days.

Step 3

If the grievance remains unsettled after receipt of the Supervisor's Manager's answer, and if the Union wishes to carry it further, the Chief Steward must notify the Human Resources Manager in writing within five (5) work days that such grievance is going to Step 3. The Business Representative of the Union and the Human Resources Manager will within five (5) work days of notice by the Chief Steward, or at some mutually agreeable date between the Business Representative and the Human Resources Manager, set up a meeting to resolve the grievance. The Human Resources Manager or his/her representative shall answer the grievance in writing within ten (10) work days or after this meeting.

Step 4

If the grievance remains unsettled, either party may submit this grievance to Arbitration within ten (10) working days of receipt of the Step 3 answer, or consider the grievance closed. If arbitration is elected, then both parties may jointly proceed to select an impartial Arbitrator.

- A.
 - 1. In case the parties are unable to agree on an Arbitrator, the party requesting arbitration must request the Federal Mediation and Conciliation Service to submit a Panel of seven (7) qualified Arbitrators from which the selection of an Arbitrator shall be made. In case the Company and the Union are unable to agree on an Arbitrator from the list of seven (7) submitted by the Federal Mediation and Conciliation Service, one of the seven (7) shall be selected as the Arbitrator in the following manner.
 - 2. Another list of seven (7) Arbitrators may be requested by each party before proceeding with the following striking method.
 - (a) The Union shall strike out one of the seven (7) names.
 - (b) The Company shall strike out one of the six (6) names remaining.
 - (c) The Union shall strike out one of the five (5) names remaining.

- (d) The Company shall strike out one of the four (4) names remaining.
 - (e) The Union shall strike out one of three (3) names remaining.
 - (f) The Company shall strike out one of the two (2) names remaining.
 - (g) The one (1) remaining shall be declared selected.
3. If neither party requests a panel of Arbitrators from the FMCS within 60 days of receipt of the third step answer, the grievance is deemed withdrawn.
- B. The grievance shall be submitted to the Arbitrator and his/her decision shall be final and binding upon the parties of this document.
 - C. The Union and the Company shall each share equally the fee of the Arbitrator and the other expenses of the Arbitration. Time lost by a reasonable number of employees called as witnesses by either party will be paid by the Company at the employee's straight time rate. The number of witnesses called by the Union to be paid for by the Company shall not exceed the number of witnesses called by the Company.
 - D. The Arbitrator shall not have the power to add or to subtract from or modify any of the terms of this Agreement or any amendment or supplement thereto.
 - E. A separate Arbitrator shall be selected for each grievance.
 - F. A policy grievance affecting a group of employees or a grievance involving the discharge of an employee or any suspension without pay may be initiated directly to Step 3.
 - G. In the case of any grievance which the Company may have against the Union, the processing of such grievance shall begin with Step 3. Such grievance shall be submitted in writing to the Chief Steward.
 - H. Employees covered by this Agreement cannot, except through the Union, initiate or invoke the arbitration procedures set forth herein.
 - I. No persons or parties not a party to this Agreement shall be permitted to attend or participate in any arbitration proceeding held hereunder except by agreement in advance of the hearing date, between the Company and the Union, with the exception of the grievant, witnesses, and duly authorized agents and representatives of the Company and the Union.

SECTION 3 - GRIEVANCE PROCEDURE COMPLIANCE

- A. The party failing to comply with the time limits in Section 2, unless extended by mutual agreement of both parties, will accept the other party's last suggested solution, which shall be final and binding on the aggrieved employee or employees, the Union and the Company, at any step.

- B. No incident occurring prior to the signing of the Contract shall be an occasion for entering a grievance under the Contract by the Union.

SECTION 4 - GRIEVANCE TIME

- A. The Chief Steward, Stewards and/or Grievance Committee members shall be allowed the time necessary to investigate and process grievances within the Plant after obtaining permission from the immediate Supervisor. Such permission shall not unreasonably be withheld.
- B. Union Representatives losing time from their work at the Plant by reason of attending meetings and conferences at the request of the Management, other than those specified by the terms of the Agreement, will be reimbursed for such time lost at their regular rates by the Company.
- C. The President of the Local Lodge and the Chief Steward or alternates designated by the Union shall be granted the time necessary without pay, when sanctioned by the Union, and with the prior approval of the Human Resources Manager, to leave the Plant in performing their duties.

ARTICLE 10

LEAVE OF ABSENCE

SECTION 1 - UNION OFFICIALS

The Company will grant a Leave of Absence without pay to any employee with three (3) or more years of Plant seniority who is elected or designated to serve full time as a Business Agent or International Representative of the Union. Such leave shall be for a period not to exceed four (4) years and may be renewed only by mutual agreement between the Company and the Union. No more than one (1) employee may be on such leave at any one time. Plant seniority rights shall accumulate during such Leave of Absence. However, no Company benefits will remain in effect during this period.

SECTION 2 - PERSONAL LEAVE

- A. A Personal Leave of Absence without pay for any reason shall be granted at the sole discretion of the Employer.
- B. Seniority rights will not accumulate during such Personal Leave of Absence in excess of ninety (90) calendar days.

SECTION 3 - MILITARY SERVICE

An employee inducted into the Armed Forces of the United States pursuant to the provisions of the Universal Training and Service Act, as amended, will be granted a Leave of Absence without

pay and shall thereafter upon completing such service be entitled to reinstatement with seniority rights in accordance with the provisions of the Act.

- A. Employees entering military service will be granted a Military Leave of Absence. The leave of absence will cover the period of military service up to a maximum equal to that period of time during which reemployment is required under applicable Federal statutes. A military leave of absence will be considered as continuous employment.
- B. The employee must apply for reemployment within ninety (90) days from the date of honorable discharge (or the termination of the required period of military service). An employee so applying will be reinstated in the employee's former job, or a job in the bargaining unit which an employee left on the basis of the employee's seniority under the provisions of this Agreement, providing the employee complies with the following conditions:
 - (1) Application for reinstatement is made within the time period provided above.
 - (2) Official discharge papers are presented.
- C. Employees reporting, as provided for in the above provision, who are not qualified to perform the duties of their former position will be given special consideration and Management will endeavor to place them on suitable jobs.
- D. An employee so reinstated will be entitled to participate in insurance and other benefits on the same basis as other employees returning from leave of absence.
- E. Vacation eligibility for employees returning from Military Leave of Absence will be reestablished on the basis of the Credited Service of the employee on the date the employee returns to the active roll; however, vacation payment will not be granted until the employee has been on the active roll thirty (30) days following the employee's return from Military Leave of Absence. In any event the employee will receive the vacation for which the employee is eligible in that calendar year.

SECTION 4 - ANNUAL MILITARY FIELD ENCAMPMENT

Employees required to attend annual military encampments to discharge their National Guard or Reserve obligations will be reimbursed in accordance with the following conditions:

- A. Reimbursement will be limited to a maximum period of seventeen (17) calendar days (not to exceed thirteen (13) working days, excluding holidays for which the employee receives payment) during any one calendar year.
- B. Reimbursement, if any, will be the difference between the employee's normal straight time earnings and the total amount the employee receives for service pay from the Federal or State Government. In calculating the amount of difference to be paid by the Company, only that portion of military pay corresponding to the employee's regularly scheduled work days will be used. Travel, quarters and subsistence allowances will not be included in determining the amount of compensation received by the employee from the Federal or State Government.

- C. The basis for establishing normal earnings will be the rate of pay in effect immediately preceding the encampment period, including night turn bonus where applicable.
- D. No reimbursement of wages shall be made for annual encampment duty during furlough days, or on days that would have been furlough days.

SECTION 5 - READY RESERVE OR NATIONAL GUARD ALERTS

Employees required to participate in National Guard or Ready Reserve "alerts" taking place during their regular working hours shall be reimbursed for the difference, if any, between their regular straight time earnings and their military earnings (both calculated as provided in Section 4, above) for such time lost from work during their regularly scheduled working hours, up to a maximum of one hundred sixty (160) hours in any calendar year.

No reimbursement of salary or wages shall be made for such Ready Reserve or National Guard alert duty during furlough days, or on days that would have been furlough days.

SECTION 6 - FAMILY LEAVE

The Company shall implement the provisions of the Family and Medical Leave Act of 1993 (FMLA). All eligible employees are entitled to up to 12 weeks of family and medical leave during any 12-month period for certain personal and health related reasons. The leave may be paid, unpaid, or a combination of paid and unpaid, depending upon the circumstances.

ARTICLE 11

HOLIDAYS

SECTION 1 - HOLIDAY SCHEDULE

- A. Holidays observed by the Company for employees on an 8-hour day schedule will be New Year's Day, **Martin Luther King Day**, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day and a tenth paid holiday.

Bargaining unit employees on a 4-10 hour work week or 12-hour rotating shifts shall follow the agreed upon Holiday Schedule as referenced in Appendix C.

- B. Holidays except for the day before Christmas falling on Sunday will be observed on Monday. If the day before Christmas falls on Saturday or Sunday, the last regular working day before Christmas shall be the designated holiday.
- C. In each calendar year each employee, after completing his/her probation period, shall be entitled to a tenth paid holiday which will be a personal holiday. This personal holiday must be scheduled and approved in advance by the employee's supervisor. A personal holiday can only be scheduled on a regular scheduled work day and is not intended to obtain a sixth or seventh day of work in a work week.

- D. In any calendar year in which one or more of such holidays fall on Saturday, such holiday or holidays will not be an observed holiday in such year within the meaning of this Agreement, but another day or days between Monday and Friday both inclusive will be observed during such year in place of the Saturday holiday or holidays. Management shall be required to designate such alternate day or days before January 1st of such calendar year after discussions with the Union.

In the event such alternate day or days are not designated to the Union prior to January 1st of such calendar year, such holidays that fall on Saturday shall be observed on the Friday immediately preceding the Saturday holiday.

- E. An employee who is required to work on the holiday and does work shall receive a day's pay as holiday pay. In lieu of the holiday pay, the employee may schedule another day off within the same work week that does not conflict with minimum staffing requirements. An employee who schedules a vacation day on a holiday which they are scheduled to work will not be paid for both the holiday and the vacation day.
- F. An employee who is required to work on a holiday will receive two (2) times regular classified rate of pay for all hours worked. In addition, all employees will receive holiday pay at the employee's current rate of pay including night turn bonus in accordance with their regular shift schedule. The Company will endeavor to hold to a minimum the number of employees required to work on a Company observed Holiday. When an employee is required to work on a holiday, work for a number of hours which is equivalent to the employee's normal daily schedule of hours will be made available to the employee.
- G. No employee shall be eligible for holiday pay unless the employee works his/her last scheduled work day preceding the holiday and the next scheduled work day following the holiday unless excused by the Supervisor.

ARTICLE 12

VACATIONS AND TIME OFF DAYS

SECTION 1 - ELIGIBILITY FOR VACATION

- A. When an employee is removed from the active role for any reason, payment for vacation not taken for the current year will be made if the employee has qualified for vacation.
- B. Effective January 1, 1984 and thereafter, hourly-paid employees on the active roll and who have completed thirty (30) days continuous employment will be granted vacation with pay based on their total Company service and in accordance with the following:
1. One (1) year of accumulated length of service but less than two (2) years - 5 days.
 2. Two (2) years accumulated length of service but less than six (6) years - 10 days.

3. Six (6) years accumulated length of service but less than seven (7) years - 11 days.
 4. Seven (7) years accumulated length of service but less than fifteen (15) years - 15 days.
 5. Fifteen (15) years accumulated length of service but less than twenty (20) years - 20 days.
 6. Twenty (20) years accumulated length of service but less than thirty (30) years - 25 days.
 7. Thirty (30) years or more accumulated length of service - 30 days.
- C. Vacations for which employees are eligible during the first "Service Year" shall, in each instance, be taken subsequent to the completion of that "Service Year." Thereafter, vacations may be arranged with the Company consistent with seasonal or other operations.
- D. Vacation days can only be scheduled on regularly scheduled work days and must be scheduled at least 4 hours prior to the end of the previous work day, unless otherwise approved by the supervisor. Vacation days can be scheduled in full or half-day increments. Vacation days can also be scheduled in 4 hour increments for employees on 12 hour or 8 hour shifts.
- E. In order to allow as many employees as possible to take a vacation during the summer months (June 15 to September 15), employees may take no more than three (3) consecutive week vacations.

SECTION 2 - PAY DURING VACATION

- A. Employees will be paid for vacations at their current rates of pay plus any night-turn bonus being paid the regular work week prior to the vacation. Single days of vacation will be paid at their current rates of pay plus any night-turn bonus being paid the regular work day prior to the vacation. Employees on temporary assignment for the convenience of management during the regular work week prior to their vacations shall receive night shift differential, if appropriate, in their vacation pay in accordance with their shifts of record. All vacations will be based on the number of hours per week for which the employee is regularly assigned, but not to exceed 40 hours per week.
- B. Should any of the observed paid holidays fall within an employee's vacation period, the employee can schedule a vacation day at some other time. An employee will not be paid for both the holiday and the vacation day. Vacations are not accumulative from one year to the next.
- C. Vacation pay allowance shall be paid in advance on the pay day preceding the employee's vacation if requested in writing at least one pay period in advance.

SECTION 3 - PREFERENCE AS TO TIME

- A. Employees must state their preference as to time of vacation by April 30 and, insofar as may be consistent with seasonal or other operations, the Company will endeavor to arrange vacations in accordance with stated preference by Plant seniority. The Company reserves the right to alter the date of any such vacation that may have been fixed; however, if an employee has scheduled a vacation after November 1 and the Company requests the employee to defer taking it until a later date, such employee must be permitted to take this vacation prior to March 1 of the following calendar year, or may request payment in lieu of such time off.

If an employee's scheduled vacation is changed by the Company and as a result the employee has to forfeit unrefundable fees, the employee will be reimbursed for such unrefundable fees if the following conditions occurred.

1. The vacation time was scheduled in advance.
 2. Upon notification by the Company that the vacation period is being changed, the employee must advise the Company in writing that such changes in the vacation schedule will result in certain nonrefundable and/or cancellation fees which will be specified in the request. Only those fees identified at this time will be reimbursed if the Company changes the schedule vacation.
 3. The employee will make every good faith effort to recover and minimize any nonrefundable or cancellation fees.
- B. The Company may schedule vacation shutdowns for vacation purposes. Vacations will run concurrently with the vacation shutdown periods. Employees who become eligible for vacations subsequent to the vacation shutdowns, before the end of the year, will be granted vacation pay, when they become eligible, if they were absent during the vacation shutdown periods, without additional time off. It is recognized that some employees will be requested to work during the vacation shutdown periods. The Company shall be required to designate the time of the vacation shutdown or shutdowns before April 1, of the vacation year. The total of all periods of vacation shutdowns in any vacation year shall not exceed 10 working days (exclusive of Saturdays, Sundays, and observed holidays); provided, however, that the foregoing limitation shall not preclude the scheduling of a single three weeks vacation shutdown, in lieu of any other vacation shutdowns.

- C. Employees entitled to vacation pay during a vacation shutdown, who are on the disability roll on the last working day prior to the vacation shutdown and are receiving Accident and Sickness Benefits under the Westinghouse Insurance Plan shall not be required to take vacation for the period of the scheduled shutdown unless the individual employee makes a request for said vacation period in writing prior to the shutdown. If such a request is made, Accident and Sickness Benefits will be suspended during the vacation shutdown. Under no circumstances, except where mandated by law, will an employee receive both Vacation and Accident and Sickness Benefits for the same period, and if necessary before the end of the calendar year the payment of Accident and Sickness Benefits to the employee will be suspended for the period of vacation remaining to the employee and he will receive vacation pay in lieu thereof. Vacation payments shall be at the rate effective at the time the employee became disabled plus any intervening keysheet changes.

SECTION 4 - TIME OFF DAYS (MEDICAL AND PERSONAL)

- A. Effective January 1, 1986 and thereafter, an hourly paid employee with one (1) or more years of Company service, who is (1) absent from work because of illness or medical reasons for which weekly disability benefits are not payable under the Insurance Plan, or under Workers' Compensation, (2) absent from work, with approval of local Management, because of personal reasons; or (3) absent from work because of Management's decision to furlough, other than disciplinary suspension, or furlough resulting from disciplinary action to other employees, or slowdowns, or any other form of work stoppage in the plant, may receive pay for each full day of such absence, up to the number of days set forth as follows:
1. After one (1) year of service, employees are eligible for six (6) days in a calendar year.
 2. An employee with five years' service but less than ten years shall be eligible for two additional days in a calendar year.
 3. An employee with ten years' service or more shall be eligible for an additional one day in a calendar year.
- B. An employee is expected to notify local Management as far in advance of the absence as possible (preferably 24 hours), in order that local Management may have an opportunity to arrange for a replacement or to reschedule the work.
- C. All hourly paid employees who are otherwise eligible to receive such pay and who have completed thirty (30) days continuous employment immediately preceding the day or days of absence will be paid for their established shift hours;
1. if the absence is of the type described in A(1) or (2) above; or
 2. if the absence is of the type described in A(3) above and pay has been requested for such day or days.

- D. Hourly paid employees will be paid for such hours in accordance with current shift schedule and regular work hours on the basis of their current rate of pay, and in addition night turn bonus on the date immediately preceding the day or days for which payment under this Section is requested. In the case of an employee who is on a swing rotating or continuous shift, payment will be made for time lost during the employee's established work week.

In all cases, such payment shall be calculated on straight time hours and shall not include any overtime premium payments.

- E. An employee who has any unused benefits under this Section remaining at the end of calendar year 1984, and each calendar year thereafter, may have such unused benefits, up to a maximum of thirty (30) days, carried forward to the following calendar year for use in the event of absences of the type described in A above. Employees who have been laid off and who are returned to the active roll in the same calendar year or the following year are entitled, effective upon reinstatement to the active roll, to all unused benefits earned under this Article up to the date they were placed on the inactive roll. Upon retirement from or death while on the active or disability rolls of the Company, an employee will be paid for all days of benefit accumulated under this Paragraph E. and which are unused as of the employee's last day of work.
- F. Reimbursement under this Section will not be made for any day or days for which the employee receives any other type of monetary benefits from the Company.
- G. Days for which medical and personal days are paid shall be counted as hours worked for all purposes.
- H. Time-off days may be scheduled in one hour increments. Employees who exceed their eligible number of time-off days may be subject to the disciplinary process.

ARTICLE 13

HOURS OF WORK

SECTION 1 - DEFINITIONS

- A. "Work Day" - The twenty-four (24) hour period beginning with the employee's assigned starting time of the employee's work shift, and the employee's day of rest starting at the same time on the day or days the employee is not scheduled to work.
- B. "Regular Work Day" - Normally consists of eight (8), ten (10), or twelve (12) work hours in addition to an uninterrupted thirty (30) minute unpaid lunch period.
- C. "Work Week" - A period of seven (7) consecutive days beginning at 11:45 p.m. Sunday for 8 hour schedules; 8:45 p.m. Sunday for 10 hour schedules; and 6:45 p.m. Sunday for 12 hour schedules.
- D. "Regular Work Week" - Shall consist of five (5) regular work days between Monday and Friday for 8 hour shifts except as provided by posted shift schedules. The Company agrees to review alternatives with the Union to determine if there are alternate rotating shift schedules and if they are mutually agreeable between the Company and the Union, they will be implemented. The regular work week for 10 hour and 12 hour shift schedules are as defined in Appendix C.
- E. "Hours Worked" - At the beginning of the shift, employees shall report dressed and ready for work at their job location and, at the completion of the shift, leave their work area upon being properly relieved by the oncoming shift or as authorized by their Supervisor. (Special instructions of the Supervisor shall apply to reporting at certain locations and under specific conditions.)
- F. "Rotating Shift" - A work schedule wherein the employee normally changes his/her hours of work on a prescribed frequency.
- G. ANormal Work Hours@

8 Hour Day Schedules - Normal work hours will be 6:45 a.m. to 3:15 p.m. with one-half hour for lunch.

10 Hour Day Schedules - Normal work hours will be 6:45 a.m. to 5:15 p.m. with one-half hour for lunch.

12 Hour Day Schedules - Normal work hours will be 6:45 a.m. to 7:15 p.m. and 6:45 p.m. to 7:15 a.m.

Negotiated shift schedules are subject to change by mutual agreement between Company and Union.

- H. "Day Shift" - A work schedule that normally begins between the hours of 6:00 a.m. and 10:00 a.m.
- I. Employees in the same department and qualification may change shifts provided both employees' supervisors approve of the switch. Such a change will not result in shift premium pay.
- J. When, in the opinion of the Company, work being performed on a shift will require experienced staff to perform the work in a safe, efficient manner, the Company shall discuss the use of more experienced workers irrespective of seniority. The designation of such operators shall be based on agreed upon parameters, one of which shall be six (6) months prior experience in the type of work in question. Once the pool of workers has been established, the assignments shall be made by seniority within the pool. Assignments such as this shall be for a period of up to three months.
- K. Alternate shift schedules, rules, and policies are addressed in Appendix C.
- L. **Shift assignments which put workers on alternate shifts shall be for a defined period of time. If the need arises to cancel the alternate shift prior to the end of the defined period and 30 days notice has not been given, personnel shall have the option to remain on the alternate shift for the original planned duration or one month – whichever is lesser.**

SECTION 2 - GUARANTEE OF WORK

Nothing in this Agreement shall be construed as being a guarantee by the Company of hours worked per day or per week.

SECTION 3 - BREAKS

Employees shall be allowed a maximum of a 15-minute break each four hours of their work day, schedule permitting.

SECTION 4 - SHIFT CHANGE REQUEST

Employees by written application may exercise their privilege of selecting a shift within their department and labor grade, providing they have enough plant seniority to displace another employee of the same labor grade and qualification.

Application for a shift change will be accepted by the department supervisor during the first seven (7) days in the months of December and June of each year. New shift schedules will be posted by the department supervisor at the beginning of the third work week in December and June.

Shift changes will occur during the first full week in the months of January and July.

Any exception to the above procedure will be approved by the Chief Steward and the Human Resource Manager.

Switches between rotating shifts can only happen once a year during, the December change only.

ARTICLE 14

CALL IN TIME

SECTION 1 - CALL BACK PAY

An employee who has left the Plant premises and is called back to work after completing the employee's regular shift or who is called in on a day the employee is not scheduled to work, shall receive a minimum of four (4) hours straight time pay, or be paid at the applicable rate, whichever is greater. If the employee elects not to work all the hours requested, he/she will be paid only for those hours worked at the applicable rate. When an employee is called back to work or called in on an unscheduled day, the employee shall be told if the call is for a specific job, project or time period. Upon completion of the job, project or time period specified by the supervisor, the employee shall have satisfied the requirements of this section to be eligible to receive a minimum of four (4) hours straight time pay.

SECTION 2 - CALL IN PAY

An employee called in to work within four (4) hours of the start of the employee's scheduled shift shall work to the end of that regular shift and will be compensated on an overtime basis for all time actually worked prior to the scheduled shift starting time, or four (4) hours straight time pay, whichever is greater, provided the employee reports for such work within one (1) hour of the time phoned, unless additional time is agreed to by the Supervisor. **An employee called in prior to his normal starting time shall have the option of working his normal number of hours – 8, 10, or 12, and this will satisfy his shift for the day in question.**

SECTION 3 - PAY IF INJURED

Employees injured in the course of their employment who are unable to continue work and are sent home will be paid for the balance of the shift. If an employee is absent from work due to a work related injury that is covered under the Worker's Compensation program, the employee has an option to utilize sick and personal or vacation time during the waiting period where worker=s compensation benefits are not payable. Should the employee choose to utilize paid time off benefits, the time utilized will not be reinstatable should the employee become eligible for benefits through worker=s compensation. If an employee chooses not to utilize paid time off benefits and receives no wage payments due to the waiting period requirement under the program, the Company will pay the employee the equivalent of the Worker's Compensation rate for those regularly scheduled days not worked.

If due to the Worker's Compensation payment schedule an employee is paid by Worker's Compensation for days previously paid by the Company, the employee shall reimburse the Company for the payments made by the Company.

SECTION 4 - REPORTING PAY

- A. An employee who reports for work at the beginning of the employee's regular shift or at such other time as may be designated by the Company, if not furnished four (4) hours of work, shall be given four (4) hours of pay in lieu thereof.
- B. If the Company notifies an employee not to report to work at least two hours prior to the employee's scheduled starting time, Section A shall not apply.

ARTICLE 15

OVERTIME - NIGHT SHIFT DIFFERENTIAL

SECTION 1 - OVERTIME PAYMENTS

- A. Time and one-half shall be paid for all hours worked in excess of eight (8) hours in a work day or in excess of forty (40) hours worked within a work week. Double time shall be paid for work performed on the seventh (7th) consecutive day worked in a work week. For overtime purposes eligible employees shall have holiday, sick and personal days, and vacation pay counted as time worked. Employees required to work continuous shifts (i.e., more than eight hours in a regular work day) will continue to be paid the appropriate overtime rate until relieved. Double time will be paid for all hours worked on calendar Sunday outside of the employee's established shift for non-rotating employees regularly assigned to a Monday through Friday schedule, provided the employee has worked forty (40) hours in the work week.
- B. An employee, other than a temporary employee, who is required to work on a holiday will receive two (2) times the regular classified rate of pay for all hours worked in addition to eight (8) hours holiday pay at the regular rate.
- C. Employees other than temporary employees will receive two (2) times their regular classified rate of pay for all hours worked in excess of twelve (12) hours in any one day or eight (8) hours on a holiday at the regular rate.
- D. There shall be no duplication or pyramiding of overtime and other premium pay for the same hours worked and nothing in this Agreement shall be construed to require the payment of overtime or other premium pay more than once for the same hours worked.
- E. Each time an employee's shift is changed within any one work week, the employee will receive time and one-half for the first shift worked of each shift change. It is understood that this section does not apply to scheduled rotating shift changes nor shift changes that keep an employee on the same shift throughout the week.

SECTION 2 - OVERTIME SCHEDULING

- A. Overtime List Management -- The Company will have the responsibility for maintaining the overtime list. The Company will make an effort to assign overtime to qualified employees who are low on their respective overtime list. However, the Company maintains the right to assign overtime to any employee who is qualified.
- B. Quarterly the Company and the Union will meet to evaluate any out of spread conditions greater than 60 hours, i.e., range from highest to lowest, among employees within each of the various classifications. The remedy for out of spread conditions is to work the employee back into spread within the next 3 months. No payment will be made for out of spread situations.
- C. The overtime equalization lists will be updated and posted approximately twice a month. Posting locations shall be established by joint agreement between Company and Union leadership.
- D. An employee who refuses overtime work, or if the employee is physically unfit to perform normal work duties, or who is absent when it is the employee's turn, or is unavailable when called in, will be considered as having worked and charged accordingly. If an employee is not given at least four (4) hours notice of overtime, the employee will not be charged for the overtime if the employee does not work. An employee who is absent will be considered for overtime in the same manner as if the employee were present, provided the employee contacts employee's supervisor before the beginning of the second hour of the employee's regularly scheduled shift. Future overtime does not include the day the employee is absent. An employee who agrees to work and does not report for work or reports to work and only works a portion of the time required will be charged double his scheduled overtime hours because he was responsible for another employee losing overtime work.
- E. If emergency overtime work should arise, including relief coverage for shifts, which was not contemplated in time to assign such work to the proper employee, the work may be performed by any available qualified bargaining unit employee in the plant, with no obligation of the Company to the employee who would have normally performed the work. The Company will make every effort to try to get an appropriate person to work.
- F. Probationary employees shall not share in overtime until all other eligible employees in their overtime group have had the opportunity to work the overtime involved.
- G. Probationary employees and transferees, when added to an overtime list, will be charged with the same number of hours as the highest employee in the group involved.
- H. Acting supervisory assignments may be made irrespective of overtime standings.
- I. Any overtime hours that an employee worked while temporarily assigned to another department will be charged to the employee in the employee's regularly assigned department upon return to that department, but will not exceed the highest accumulated overtime hours in the regularly assigned department. Employees temporarily assigned to another department shall remain eligible for overtime within their regularly assigned

department, provided all regularly assigned operators within that shift and classification have been given the opportunity to work. Overtime in the area temporarily assigned will be given first priority when overtime is offered. Refusal of overtime in the temporarily assigned area will preclude any other overtime offer for that time period.

- J. Alternate shift rules and policies are referenced in Appendix C.
- K. If overtime work should arise which the qualified employees within the occupational group and shift refuse to perform, the overtime will be made available to any qualified bargaining unit employee. When qualified bargaining unit employees are unavailable due to refusal of overtime, Article 8 Section 1 will be utilized.
- L. When circumstances arise which may compromise the Company's ability to comply with the overtime provisions of this agreement, the Company and Union shall meet to discuss a resolution.
- M. With the intent to manage overtime within the recognized out of spread conditions, the Company is committed to review opportunities to train employees on new systems or any changes to existing systems affecting that job classification in order to conduct the work.

SECTION 3 - NIGHT SHIFT DIFFERENTIAL

- A. Night shift differential shall be paid as follows:

Employees on continuous rotating shifts shall receive a shift differential of one dollar and **twenty-five cents (\$1.25)** per hour.

Employees starting to work on a shift beginning between 2:00 p.m. and 6:00 p.m. shall be considered to be on the second (2) shift and shall receive a shift differential of **one dollar and five cents (\$1.05)** per hour.

Employees starting to work on a shift beginning between 9:00 p.m. and 1:00 a.m. shall be considered to be working on the third (3) shift and shall receive a shift differential of **one dollar and ten cents (\$1.10)** per hour.

- B. Continuous rotating shift differential shall be paid to those employees regularly assigned for more than a three week period to rotating shift schedule. Continuous rotating shift differential will be paid on all shifts worked by the employee. Employees temporarily assigned to rotating shifts for three weeks or less will be paid the appropriate night shift differential if assigned to Shift No. 2 or No. 3. Continuous rotating shift differential shall only be paid to those employees rotating through a two or three shift schedule that provides twenty-four (24) hour-a-day, seven (7) day-a-week coverage.
- C. Employees who work an alternate shift will be paid the shift differential for only those hours worked outside of the normal day shift work schedule as defined in Article 13, Section 1G.

SECTION 4 - WORK BEYOND REGULAR SHIFT

- A. Night shift differential payments will not apply to day employees or employees working day shifts who work beyond their regular quitting time. (Day shift shall be considered as a shift that begins and ends between 6:00 a.m. and 6:00 p.m.)
- B. When working overtime beyond Shift No. 2, Shift No. 2 differential will continue to apply on such hours extending into Shift No. 3.
- C. When working overtime beyond Shift No. 3, Shift No. 3 differential will continue to apply on such hours extending into the day shift.

SECTION 5 - COMPUTATION OF OVERTIME PAYMENTS

An employee entitled to night shift differential when working at an overtime rate shall have this overtime rate calculated on the total of the employee's base rate and any applicable night shift differential that may be due on account of work performed during night shift differential hours.

SECTION 6 - MEAL STIPEND

Employees working overtime for two (2) hours or more and every four (4) hours thereafter beyond their regularly scheduled quitting time, shall be entitled to receive five dollars (\$5.00) as a meal stipend.

ARTICLE 16

BENEFITS

SECTION 1 - PENSIONS AND INSURANCES

The benefits identified in the Pension and Insurance Supplement to this Agreement shall apply for the duration of this Agreement.

SECTION 2 - BEREAVEMENT PAY

- A. An employee with thirty (30) days continuous service who is excused from work because of the death in employee=s immediate family shall be paid the employee's regular rate of pay for the normal scheduled working days excused, up to a maximum of **three (3) work days**. Such paid leave will be limited to **three (3) consecutive regular work days** within a period of five (5) **consecutive calendar** days starting on the day immediately following the day of death. In the event an employee meeting the requirements listed above is absent from work because of the death of a **mother, father, step-mother, step-father, spouse, foster child residing in the home, or of the employee=s child, spouse, or stepchild**, he or she will be compensated for an additional **two (2) consecutive work days**

for time lost by reason of each such absence within a period of seven (7) **consecutive calendar** days starting on the day immediately following the day of death. The employee will be excused when the employee notifies his/her Supervisor that a death has occurred in the employee's immediate family and that the employee wishes to be excused.

- B. Employees may take the allotment of bereavement time outside of the 5- or 7- **consecutive calendar** day period should extenuating circumstances warrant upon request and approval by management.
- C. Immediate family for the purpose of this Section is defined as mother, father, step-mother, step-father, spouse, son, daughter, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, step-brother, step-sister, grandparent, grandchild and step-child, and foster child residing in the employee's home. The in-law relationship will terminate for purposes of this Section 6 upon divorce or annulment (i.e., legal dissolution) of the connecting marriage which creates the in-law relationship to the employee; and the in-law relationship will terminate upon death and remarriage--that is, in the event of the death of the party with the connecting in-law relationship to the employee, the in-law relationship will not terminate until the remarriage of the surviving spouse.
- D. Hours paid for by the Company during such leave shall be included in the computation of overtime pay.
- E. Alternate shift rules and policies are referenced in Appendix C.
- F. Alternative work schedules can be arranged with the supervisor for the bereavement period. No shift change premium will be paid as a result of the alternate shift schedule.

SECTION 3 - WEEKLY DISABILITY

- A. An employee who is absent from work due to a non-work related disability is required to utilize any available sick and personal time during their first week of absence for which weekly disability benefits are not payable under the Insurance Plan. An employee may choose to utilize up to a maximum of five days of the employee's vacation entitlement in lieu of receiving disability payments. The employee may also elect to utilize these five days of vacation to cover the waiting period requirements of the disability plan. An employee may only utilize the above vacation days as described if the employee has no sick and personal days remaining.
- B. The Company will pay the waiting period, if required, for the first five work days at the Accident and Sickness rate benefit in effect for that employee, if that employee is off on disability for four (4) weeks or more and no more than once in any calendar year.

SECTION 4 - TUITION REFUND PLAN

A tuition refund plan shall be made available to all bargaining unit employees according to the policies and procedures now in effect for salaried personnel.

SECTION 5 - COMPENSATION HEARINGS

An employee, called to appear in connection with the employee's Workers' Compensation Board Case at WVES shall be paid for time lost from the employee's work at the employee's regular rate.

SECTION 6 - JURY DUTY/COURT ATTENDANCE

- A. Whenever a full-time, regular employee is scheduled to serve on jury duty or respond in court in answers to a subpoena, the employee may be assigned, if requested, to the straight day shift during the period of time the employee is actually required to appear or be on call. If said employee actually loses work because of such court appearances, the Company will reimburse the employee for the applicable straight time rate, less the jury duty/subpoena fee received with respect to such loss.
- B. Employees will be reimbursed in the manner set forth in Paragraph A. above when time is lost because of attendance at a proceeding of a court or government agency at the request of the Company or in response to a subpoena served on the employee. However, when subpoenaed by other than the Company, the employee will not be reimbursed if the employee, the Company, or the I.A.M. and/or the Local Union is a party in the case, or the employee has any direct interest or financial interest in the case.

Employees dismissed from jury duty or court attendance at twelve noon or before shall be required to report to work within one hour of said dismissal to work the balance of the employee's normal work day.

- C. Compensation for jury duty/court attendance as set forth in this Section shall be given only for straight-time hours lost. Time lost will be counted in computing overtime.

ARTICLE 17

HOURLY RATE SCHEDULES AND JOB CLASSIFICATIONS

SECTION 1 - HOURLY RATE SCHEDULE

The Hourly Rate Schedule as attached in Appendix B shall be in effect for the duration of this Agreement.

SECTION 2 - JOB CLASSIFICATIONS

The Company will notify the local Union, in writing, of new or changed job descriptions and their slottings by furnishing the copies at least ten (10) days prior to making them effective.

Such effective date may be extended by mutual agreement in writing. If the Union does not agree with the "slotting" of the new or changed classification, it may process a grievance when the proposed classification becomes effective provided, however, that if no such grievance is filed within thirty (30) days after the date on which the new or changed job classification became effective, such classification shall be considered satisfactory.

ARTICLE 18

STRIKES AND LOCKOUTS

SECTION 1 - NO STRIKES

- A. For the duration of this Agreement, the Union, its Officers, representatives, and members shall not directly or indirectly authorize, cause, instigate, encourage, aid, ratify, or condone, nor shall any employee engage in any strike, slow-down or stoppage of work, boycott, picketing or other interruption of work at the Company's operations. A "strike" for purposes of this no-strike clause also includes any failure or refusal on the part of one or more employees to cross a picket line which has been established by any other Union or any person or persons.
- B. Any employee participating in a violation of this Section may be subject to disciplinary action. The Union may involve the grievance procedure on the question of whether the disciplined employee did or did not participate in the violation of this Section.

SECTION 2 - NO LOCKOUTS

For the duration of this Agreement, the Company shall not lock out its employees.

ARTICLE 19

GENERAL

SECTION 1 - SAFE WORKING CONDITIONS

In the interest of safe working conditions, the Company shall continue to maintain and direct a safety program at the Plant, and establish policies, rules and practices to enforce this program. The Company shall review new safety policies with the Union.

SECTION 2 - HEALTH AND SAFETY

- A. Because the employees' safety is of prime consideration by both parties to this Agreement, there shall be a Safety Committee with hourly member participation. These participants shall normally meet monthly and discuss unsafe and unsanitary working conditions, and report their findings and recommendations to the Safety Department for consideration and appropriate action, whenever its judgment is deemed necessary. The

Company will ask for at least one volunteer from each Unit designated in ARTICLE 6, Section 1B to be on the Committee.

- B. In recognition that Health, Safety and Training are interrelated and of paramount importance to both the Company and the Union, there shall be a joint "Health, Safety and Training Committee." This committee shall meet at least once per month. The union shall be represented by the Executive Board and Stewards.

The issues to be addressed to include, but not limited to, the review or establishment of new or changing safety policies, any safety issues, development of new training programs or changes to existing programs, solutions to training concerns and review of the overall effectiveness of training. Careful consideration shall be given to all recommendations made by the committee.

SECTION 3 - PROTECTIVE SECURITY

The Union and employees shall comply with all protective security regulations required in the operation of the Plant.

SECTION 4 - MEDICAL

All bargaining unit personnel will receive at the Company's expense, by a physician employed for that purpose by the Company, a minimum of one (1) physical examination per year. Other medical procedures may be continued, modified, or discontinued by the Company based on professional medical and Health and Safety recommendations.

SECTION 5 - COMPANY EQUIPMENT

It is understood and agreed that tools are a mechanism by which Operations and Maintenance alike can accomplish their defined tasks. The Company shall provide tools, work clothes, safety glasses and protective clothing to the employee. Eye examinations and prescriptions are at the employee's expense. All items thus provided remain the Company's property and will not be taken off the Company's premises except in performance of the Company's work. All items will be furnished on a return-to-replace basis. Any such items lost by the employee will be paid for by the employee at cost.

SECTION 6 - LUNCH/BREAKROOM, LOCKER/SHOWER ROOM

Appropriate and acceptable lunch room with tables and chairs, and also appropriate and acceptable shower facilities and lockers shall be provided by the Company for the employees, and the Union shall encourage the employees to act in a responsible and orderly manner when utilizing these facilities. These facilities' first use is for employee breaks and meal times; however, when not in use for these purposes, employees may use these areas for meetings.

SECTION 7 - DECONTAMINATION ROOM

The Employer will provide a separate room to be used for decontamination with soap and brushes. At least two (2) sinks, one (1) for shoes and other apparel and one (1) for the body, shall be furnished. The Company will make a reasonable effort to keep the room clean and orderly. The Union will encourage the employees to act in a responsible and orderly manner when utilizing this facility.

SECTION 8 - DISCLOSURE INFORMATION

Employees will comply with the disclosure information required by Company policy to protect proprietary information or potential conflict of interests (e.g., Intellectual Property Agreements, Conflict of Interest Questionnaires, DOD Questionnaires, etc.).

SECTION 9 - LABOR-MANAGEMENT REVIEW COMMITTEE

The Company and the Union agree to establish a Joint Labor Management Committee which shall meet as required and as mutually agreed. The function of the committee will be to review any practices or work assignment that might lead to misunderstandings, disputes or applications of this agreement that seriously impact the continuity of the project.

SECTION 10 – PAY CHECK DISTRIBUTION

The Company will mail all pay stubs for those with authorized direct deposit through US Mail to Bargaining Unit employees every Wednesday. All paychecks will be available at the Guardhouse from Thursday afternoon through 8:00 a.m. Monday morning for pick-up by Bargaining Unit personnel. All pay checks not picked up by the designated time will be mailed.

ARTICLE 20

SUCCESSOR ASSIGNEES

The provisions of this Agreement shall be binding upon the Company and its successors, assigns or future purchasers, and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer or assignment of the Company of any, or all of its property, nor shall they be affected or changed in any respect by any change in the legal status, ownership or management of the Company.

In no event shall WVES be liable for damages for any failure by any successor entity to observe the terms of this Article.

ARTICLE 21

DURATION

This Agreement shall become effective **August 1, 2008** and will continue in full force and effect through **July 31, 2011** inclusive, and thereafter it shall be automatically renewed beyond **July 31, 2011** for successive periods of twelve (12) months unless at least sixty (60) days prior to **July 31, 2011** or sixty (60) days prior to the end of any subsequent period, either party shall serve written notice upon the other that it desires cancellation, revision, or modification of any provision or provisions of this Agreement. In addition, should the Union notify the Company thirty (30) days prior to **April 30, 2011** of its interest in early renegotiations, the Company agrees it will begin good faith bargaining at that time. The parties anticipate that the DOE will award a new prime contract at the West Valley plant during the term of this Agreement. Hence, it is agreed that either party may reopen this Agreement by providing written notice thereof to the other party within 180 days after the DOE's award of such new prime contract.

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,
DISTRICT 65, ON BEHALF OF LOCAL LODGE 2401:**

By: _____
Peter B. Cooney, I.A.M.A.W. Business Representative

By: _____
Michael J. Atkins, Lodge 2401 Chief Steward

By: _____
Frank W. Heinen, Lodge 2401 President

By: _____
John J. Beltz, Negotiating Committee

By: _____
W. Rob Dallas, Negotiating Committee

By: _____
Charles M. Herod, Negotiating Committee

By: _____
Jeff H. Singer, Negotiating Committee

By: _____
David P. Miller, Negotiating Committee.

WEST VALLEY ENVIRONMENTAL SERVICES LLC:

By: _____
Toni M. Sawyer, Manager, Human Resources

By: _____
Gary L. Becker, Manager, Industrial Safety

By: _____
Joe W. Ebert, Manager, Head End Cells & Liquid Waste Cell Building Demolition Prep

By: _____
Tony A. Harris, Manager, Business Services

By: _____
Paul D. Hunt, Manager, Waste Management Projects

By: _____
Karl E. Sanders, Manager, Waste Processing

APPENDIX A

OCCUPATIONAL GROUPS

Classification Labor Grade

GROUP 1A- D&D/WASTE OPERATIONS CRAFT

Senior D&D/WO Craft.....9

Includes the following former classifications:

Sr. Mechanic Specialist

D&D/WO Craft.....8

Includes the following former classifications:

Mechanic Specialist

Mechanic/Welder

Sr. Mechanic "A"

Mechanic "A"

Mechanic "B"

Mechanic Trainee

Lubrication Mechanic

GROUP 1B- JANITORS

Janitor1

GROUP 1C – ELECTRONIC/ELECTRICAL

Sr. Electronic/Electrical Specialist9

Electronic/Electrical Specialist8

Includes the following former classifications:

Electronic/Electrical Specialist

Electronic/Electrical Technician "A"

Electronic/Electrical Technician "B"

Electronic/Electrical Technician Trainee

Instrument Specialist

Instrument Technician "A"

Instrument Technician "B"

Instrument Technician Trainee

GROUP 1D – INSTRUMENTATION

Sr. Instrument Specialist.....9

Instrument Specialist.....8

Includes the following former classifications:

Instrument Specialist

Instrument Technician "A"

Instrument Technician "B"

Instrument Technician Trainee

Group 2 – PLANT SYSTEMS OPERATIONS

Plant Systems Sr. Operations Specialist9

Plant Systems Operations Specialist8

Includes the following former classifications:

Operations Specialist

Sr. Operator "A"

Operator "A"

Operator "B"

Operator "C"

Group 3 – DECONTAMINATION & DECOMMISSIONING/WASTE OPERATIONS

D&D/Waste Operations Senior Specialist9

D&D/Waste Operations Specialist8

Includes the following former classifications:

D&D/WO Specialist

D&D/WO Senior Operator "A"

D&D/WO Operator "A"

D&D/WO Operator "B"

D&D/WO Operator "C"

D&D/WO Technicians.....5

Includes the following former classifications:

Tool Room Mechanic

Site Maintenance Worker

D&D/WO Utility Worker

APPENDIX B
HOURLY RATE SCHEDULE

EFFECTIVE 08/04/2008
Wage Increase of 4.50%

Labor				
Grade	Step 1	Step 2	Step 3	Step 4
9	\$28.13	\$29.06	\$30.01	\$31.80
8	\$26.81	\$27.77	\$28.71	\$30.37
5	\$21.89	\$22.68	\$23.45	\$24.26
1	\$13.05	\$13.67	\$14.29	\$14.88

Temporary employees - Minimum 6.50.
Step increases are in six (6) month intervals.

EFFECTIVE 08-03-2009
Wage Increase of 3.50%

Labor				
Grade	Step 1	Step 2	Step 3	Step 4
9	\$29.12	\$30.08	\$31.06	\$32.91
8	\$27.75	\$28.74	\$29.71	\$31.43
5	\$22.66	\$23.47	\$24.27	\$25.11
1	\$13.51	\$14.15	\$14.79	\$15.40

Temporary Employees - Minimum 6.50.
Step increases are in six (6) month intervals.

EFFECTIVE 08-02-2010
Wage Increase of 2.5%

Labor				
Grade	Step 1	Step 2	Step 3	Step 4
9	\$29.84	\$30.83	\$31.84	\$33.74
8	\$28.45	\$29.46	\$30.45	\$32.22
5	\$23.23	\$24.06	\$24.88	\$25.74
1	\$13.85	\$14.50	\$15.15	\$15.79

Temporary Employees - Minimum 6.50.
Step increases are in six (6) month intervals.

RESPIRATOR INCENTIVE PAY

A respirator incentive pay, based on actual time worked, will be paid to an employee when the nature of the job requires the use of a respirator (i.e., PAPR, supplied air, canister mask, SCBA, etc.) calculated daily as follows:

\$4.00 per hour for the 1st hour

\$8.00 per hour for the 2nd hour

\$12.00 per hour for the 3rd hour

\$16.00 per hour for the 4th hour and beyond

ACTING SUPERVISOR PAY

Labor Grade 9 employees assigned as Acting Supervisor by management shall be paid an additional \$4.00 per hour for the actual time performing this role.

APPENDIX C

4-10 HOUR DAY SCHEDULE

1. The regular work week for employees on 10 hour shift schedules will be divided into two schedules. One group will be scheduled from Monday through Thursday, and the other group will be scheduled from Tuesday through Friday.
2. Normal work hours will be 6:45 a.m. - 5:15 p.m. with one-half hour for lunch.
3. Vacation and time-off days will be based on hours and must be scheduled in accordance with Article 12, Section 1, Paragraph 1D or Article 12, Section 4, Paragraph H.
4. **Holidays:** The holiday schedule for the 10-hour shifts will be established and announced by November 15 of each year and will consist of eight 10-hour holidays and one 8-hour holiday. Also, the 10-hour employee may choose which of the designated holidays they wish to designate as their 8-hour holiday during the year.
5. **Overtime:**
 - a) First 10 hours of shift is paid at straight time.
 - b) Any overtime continuous with 10-hour shift would be paid at time and one-half up to 12 hours in any one day and then at double time. Employees will not normally be scheduled or requested to work more than four (4) hours overtime in any one day.
 - c) Any overtime on off days on Monday, Friday or Saturday will be paid at time and one-half assuming the employee has worked his/her 40-hour schedule.
 - d) Overtime on Sundays will be paid at double time.
 - e) Holiday pay will be paid at straight time and, if worked, paid an additional two (2) times regular classified rate of pay for each hour worked.
6. Meal stipends will be payable only after working two hours beyond the regular scheduled quitting time.
7. The appropriate shift differentials as defined in Article 15 Section 3A will be paid for any agreed upon second or third 10-hour shifts.
8. If employees sign up for snow removal, they normally will be called in no earlier than two hours prior to the beginning of their shift. They may be called in on their off days.
9. **Shift Change:** We do not expect to pay any kind of shift change to get onto this schedule or at those times we schedule employees in advance by the end of the shift

Thursday of the previous week shift schedule for a different shift schedule the following weeks. There could be instances where employees will need to be put on an 8-hour, 5-day schedule for a week due to training or similar type programs.

10. Jury Duty: If an employee is scheduled for Jury Duty during his/her assigned shift, the employee will receive jury duty pay in accordance with Article 16, Section 6.
11. Staffing Requirements: The Company reserves the right to choose the personnel assigned to the 4-10 schedule; however, it shall give preference to volunteers and by seniority where qualifications are equal.
12. When, in the opinion of the Company, work being performed on a shift will require experienced staff to perform the work in a safe, efficient manner, the Company shall discuss the use of more experienced workers irrespective of seniority. The designation of such operators shall be based on agreed upon parameters, one of which shall be six (6) months prior experience in the type of work in question. Once the pool of workers has been established, the assignments shall be made by seniority within the pool. Assignments such as this shall be for a period of up to three months.

12-Hour Shift Schedule

1. The regular work week for employees on 12 hour shifts will be Monday through Sunday (based on the 12-hour schedule presented). (Monday is defined as 6:45 p.m. Sunday night ending 7:15 a.m. Monday.)
2. Normal work hours will be 6:45 a.m. to 7:15 p.m. and 6:45 p.m. to 7:15 a.m.
3. Vacation and time off days will be based on hours and must be scheduled in accordance with Article 12, Section 1, Paragraph D or Article 12, Section 4, Paragraph H.
4. Employees on 12-hour shifts will have the flexibility of taking and being paid for either 40 or 48 hours of vacation pay when scheduling one of their 48-hour week's off, as vacation.
5. Holidays: The holiday schedule for the 12-hour rotating shifts will be established and announced by **November 15** of each year and will consist of six 12-hour holidays and two 8-hour holidays. **At the time the holiday schedule is established, the Union may recommend selection of either Good Friday or Easter Sunday as a holiday for that calendar year. Also, the 12-hour employee may choose which of the designated holidays they wish to designate as their 8-hour holidays during the year.**
6. Overtime:
 - a) First 12 hours of shift is paid at straight time.

- b) Employees other than temporary employees will receive two (2) times their regular classified rate of pay for all hours worked in excess of twelve (12) hours in any one day. Employees will not normally be scheduled or requested to work more than four hours.
 - c) Any overtime on off days paid at one and one-half times assuming the employee has worked his/her normal 36 or 48 hour schedule. Hours worked on Sunday which are normally scheduled off will be paid at double time. Double time shall be paid for work performed on the last day normally scheduled off if seven days are worked in a work week.
 - d) Holiday pay paid at straight time and, if worked, paid an additional two (2) times regular classified rate of pay assuming holidays are 12 hours.
7. Meal **stipends** would be payable only after working two hours beyond their regularly scheduled quitting time.
 8. If employees sign up for snow removal, they will only be called on their day off.
 9. Shift Change: We do not expect to pay any kind of shift change to get onto this schedule or at those times we schedule employees in advance by the end of the shift Thursday of the previous week shift schedule for a different shift schedule the following weeks. There could be instances where employees will need to be put on an 8-hour, 5-day schedule for a week due to training or similar type programs.
 10. Jury Duty: If an employee is scheduled for Jury Duty during his/her assigned shift, the employee will receive jury duty pay in accordance with Article 16, Section 6.
 11. Staffing Requirements: The Company reserves the right to choose the personnel assigned to 12-hour shifts; however, it shall give preference to volunteers and by seniority where qualifications are equal.
 12. When, in the opinion of the Company, work being performed on a shift will require experienced staff to perform the work in a safe, efficient manner, the Company shall discuss the use of more experienced workers irrespective of seniority. The designation of such operators shall be based on agreed upon parameters, one of which shall be six (6) months prior experience in the type of work in question. Once the pool of workers has been established, the assignments shall be made by seniority within the pool. Assignments such as this shall be for a period of up to three months.

APPENDIX D

**LETTER OF UNDERSTANDING
MINIMUM STAFFING LEVELS**

August 1, 2008

During the course of this Agreement, Management and the Union will commit to periodically review the hourly staffing needs at West Valley Environmental Services LLC (WVES). Specifically, the parties to this Agreement will review the status of ongoing and emergent projects and other work at WVES and their effects on required staffing, at least every six months, the results of which will be documented.

These meetings will serve as a necessary part of planning any adjustments to the hourly workforce.

/s/ Toni M. Sawyer
Manager, Human Resources

APPENDIX E

**LETTER OF UNDERSTANDING
UNION REVIEW OF HEALTH CARE OPTION**

August 1, 2008

It is agreed that during the course of the CBA the Union will pursue the use of a different health care provider than the Company provided one on their own time. If the Union chooses to opt out of the Company plan, the Union must notify the Company before March 31 of the year previous to the desired change taking place. The Company will provide the annual budget rates to the Union as soon as they are established.

/s/ Toni M. Sawyer
Manager, Human Resources

APPENDIX F

LETTER OF UNDERSTANDING COMMITTED ACTIONS

August 1, 2008

During the course of the Agreement, Management and the Union will commit to the following joint actions:

1. Management and the Union commit to ensure the workforce is adequately represented at all PPE meetings by either the primary representative or their alternate. Management and the Union also recognize the importance of the workforce's participation in the work review process as it pertains to preplanning and the Work Review Group. Management and the Union will ensure the workforce's PPE concerns are considered at the earliest stages of the work review process.
2. Management and the Union understand the need for adequate modesty clothing, winter gear, foul weather gear and arc flash clothing. By agreement, Management will replace these items as needed. In addition, the boot allowance will be modified in the Company policy as discussed.
3. When issues arise a joint effort to identify solutions will be established. Progress on the resolution of issues will be addressed at the monthly Health, Safety, and Training Committee meeting.
4. The Company will evaluate and develop a performance incentive plan for all employees and submit it to DOE in accordance with DOE Order 350.1. If approved, the incentive plan will be implemented in calendar year 2009 and payable as planned performance objectives are met.
5. The Pension and Insurance Agreement Supplement will be updated and will recognize the following.
 - a. The Westinghouse Government Services Group Welfare Benefits Plan is now the Washington Government Environmental Services Welfare Benefits Plan as currently in effect.
 - b. Washington Holdings, Inc. is recognized as the plan sponsor and has the right to amend the plan without WVES approval
 - c. WVES is a party to the agreement

/s/ Toni M. Sawyer
Manager, Human Resources