SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ▶ RATING

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
DE-EM0000842/DE-DT0002936	DE-SOL-0001300	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	12/17/2010	12EM000188

7. ISSUED BY CODE 03001

EMCBC
U.S. Department of Energy
EM Consolidated Business Center
250 E. 5th Street, Suite 500
Cincinnati OH 45202

8. ADDRESS OFFER TO (If other than Item 7)

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ (Hour) local time _____ (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	LISA L. RAWLS	513	246-0059		lisa.rawls@emcbc.doe.gov

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OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232.8)* ▶	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
	NET 30			

14. ACKNOWLEDGEMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR — CODE 838285914 FACILITY

PORTAGE, INC.
Attn: MICHAEL J. SPRY
1075 S. UTAH AVE.
SUITE 200
IDAHO FALLS ID 834023325

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	☐ IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		

AWARD *(To be completed by government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
	$121,196,316.00	

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253 (c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM See Sect G.

24. ADMINISTERED BY *(If other than Item 7)* CODE 03001
See Schedule G

25. PAYMENT WILL BE MADE BY CODE 00511
See Schedule G

26. NAME OF CONTRACTING OFFICER *(Type or print)*
Joseph G. Werbrich

27. UNITED STATES OF AMERICA
Signature on File
(Signature of Contracting Officer)

28. AWARD DATE
11/4/2011

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NAME OF OFFEROR OR CONTRACTOR
PORTAGE, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: 82-0453796 DUNS Number: 838285914 This task order under the Environmental Management Nationwide ID/IQ - Set Aside contract is a Cost-Plus-Award-Fee (CPAF) type task order for Environmental Remediation, including excavation and transportation of Residual Radioactive Material (RRM), with a Fixed Unit Price component associated with the disposal of the RRM at Crescent Junction, including the interim and final cover. Delivery Location Code: 03001 EMCBC US Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202 Mark For: EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202 Fund: 01751 Appr Year: 2012 Allottee: 33 Report Entity: 490812 Object Class: 25200 Program: 1111507 Project: 0004382 WFO: 0000000 Local Use: 0000000 FOB: Destination Period of Performance: 11/04/2011 to 09/30/2016 CLIN 0001 - Contract Transition Period				
00001	Environmental Remediation (ER) Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Regulatory Services, and Waste Management Services Perform Environmental Remediation (ER) Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Regulatory Services, and Waste Management Services in accordance with Section C Performance Work Statement. Delivery: 60 Days After Award CLIN 0002 - Maintenance, Excavation and Transportation Cost Plus Award Fee Continued ...				777,887.00

NAME OF OFFEROR OR CONTRACTOR
PORTAGE, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00002	Environmental Remediation (ER) Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Regulatory Services, and Waste Management Services Perform Environmental Remediation (ER) Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Regulatory Services, and Waste Management Services in accordance with Section C Performance Work Statement. Line item value is:: $89,541,748.00 Incrementally Funded Amount: $0.00 Delivery: 09/30/2016 CLIN 0003 - Disposal Cell Placement and Compaction				89,541,748.00
00003	Environmental Remediation (ER) Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Regulatory Services, and Waste Management Services Perform Environmental Remediation (ER) Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Regulatory Services, and Waste Management Services in accordance with Section C Performance Work Statement. Line item value is:: $17,803,102.00 Incrementally Funded Amount: $0.00 Delivery: 09/30/2016 CLIN 0004 - Disposal Cell Interim Cover				17,803,102.00
00004	Environmental Remediation (ER) Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Regulatory Services, and Waste Management Services Perform Environmental Remediation (ER) Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Regulatory Services, and Waste Management Services in accordance with Section C Performance Work Statement. Line item value is:: $575,400.00 Incrementally Funded Amount: $0.00 Continued ...				575,400.00

NAME OF OFFEROR OR CONTRACTOR
PORTAGE, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 09/30/2015				
	CLIN 0005 - Disposal Cell Final Cover				
00005	Environmental Remediation (ER) Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Regulatory Services, and Waste Management Services				12,498,179.00
	Perform Environmental Remediation (ER) Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Regulatory Services, and Waste Management Services in accordance with Section C Performance Work Statement. Line item value is:: $12,498,179.00 Incrementally Funded Amount: $0.00				
	Delivery: 09/30/2016				

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SECTION B - SERVICES AND PRICES/COSTS

Section B of the ID/IQ Basic Contract is applicable in its entirety and is hereby incorporated by reference, unless otherwise noted. In addition, the following clauses will apply:

B.4 TASK ORDER TYPE

This task order under the Environmental Management Nationwide ID/IQ – Set Aside contract is a Cost-Plus-Award-Fee (CPAF) type task order for Environmental Remediation, including excavation and transportation of Residual Radioactive Material (RRM), with a Fixed Unit Price component associated with the disposal of the RRM at Crescent Junction, including the interim and final cover. The contractor shall furnish all personnel, facilities, equipment, material, supplies and services (except for the Government Furnished Services/Items identified in Attachment J-C and Services Provided by the Technical Assistance Contractor as identified in Attachment J-E) and otherwise do all things necessary for or incident to performing all the requirements of this task order.

This task order applies performance based contracting approaches and expects the contractor to implement techniques that emphasize safe, efficient and measureable work.

B.5 ESTIMATED COST, BASE FEE, AND AWARD FEE AND FIXED UNIT RATE PRICE

CLIN 0001 – Contract Transition Period– See Section C, Performance Work Statement (PWS) C.2.1. The contract transition period is anticipated to be sixty (60) days. No fee is payable for the contract transition period.

Estimated Cost	$ 819,141

CLIN 0002 – Maintenance, Excavation & Transportation Cost Plus Award Fee – See Section C (excludes PWS Section C.2.6). The total fee (base and award) shall not exceed fee ceiling set forth in the basic contract.

Estimated Tons Excavated and Transported	2,588,720*
Estimated Cost	$ 92,741,941
Base Fee (2% of Estimated Cost)	$ 1,811,645
Total Available Award Fee	$ 5,303,413
**Total Cost Plus Available Award Fee	$ 99,856,999* includes base fee

*Total tons excavated and transported over the period of performance.

Firm Fixed Unit Price Components

CLIN 0003 - Placement and Compaction – See Section C, PWS C.2.6.1, Disposal Cell Placement and Compaction. The Annual Firm Fixed Unit Rates are the rate per ton for the design, excavation and construction of the disposal cell, placement and compaction of RRM and shall include all cost and profit for the performance of all work activities at Crescent Junction other than interim and final cell cover activities identified below. The Extended Price is the Firm Fixed Unit Rate multiplied by the estimated quantity over the period of performance for the contract.

CLIN	Fiscal Year	Firm Fixed Unit Rate/ton	Estimated Quantity (in tons)	Extended Price	Actual Ordered Quantity (in tons)*	Actual Ordered Extended Price*	Note
0003	1	$5.95	487,500	$2,898,973			
MOD 004	1	$5.95	383,117	$2,279,546			Decreased Est QTD by 104,383 tons to 383,117
Total Year 1	1	$5.95	383,117	$2,279,546	386,546	$2,299,948.70	Total FY-1
0003	2	$5.39	650,000	$3,504,613			
Total Year 2	2	$5.39	650,000	$3,504,613	695,071	$3,746,432.69	Total FY-2

0003	3	$5.60	650,000	$3,642,326	650,000	$3,642,326	
Mod 026	3					$214,171	Site Access and O&M of Waterline
Mod 035	3					$21,051	Wage Rate Adjustments to Rad Techs
Mod 039	3	$5.60	905,603	$5,070,679			Increased Est QTD for FY-14 Winter Shipping Placement and Compaction. Increase tons by 255,603 / $1,428,353
Total Year 3	3	$5.60	905,603	$5,070,679	906,351	$5,075,565.60	Total FY-3
0003	4	$5.89	650,000	$3,827,687			
Mod 044	4					$246,949	Dump ramp construction
Total Year 4	4	$5.89	650,000	$3,827,687			

0003	5	$6.05	650,000	$3,929,503			
Total Year 5	5	$6.05	650,000	$3,929,503			

*To be completed by Contracting Officer at the time of order placement.

CLIN 0004 – Interim Cover - See Section C, PWS C.2.6.2, Disposal Cell Interim Cover. The Firm Fixed Unit Rate is the rate per cubic yard (cy) to construct the interim cover for Phase 2 and shall include all cost and profit for the performance of this work activity.

CLIN	Fiscal Year	Firm Fixed Unit Rate/cy*	Estimated Quantity (in cy)	Extended Price	Ordered Quantity (in cy)	Ordered Extended Price	Notes
0004	4	$ 7.09	81,105	$575,400			
MOD 007	2	$6.75			13,680	$92,340	81,105 – 13,680 = 67,425 cy. 67,425 CY x $7.09 = $478,043. $478,043 + $92,340 = $570,383.
MOD 039	3	$6.92			28,069	$194,237	67,425 – 28,069 CY = 39,356 CY 39,356 CY x $7.09 = $279,034 13,680 CY X $6.75 = $92,340 28,069 CY x $6.92 = $194,237 for a total extended price of $565,611
Total			39,356	$565,611	41,749	$286,577	Remaining cubic yards and adjusted

							extended total factoring in the amounts previously charged

* The Firm Fixed Unit Rate shown above is in FY 4 (October 1, 2014 – September 30, 2015) dollars; therefore, when DOE orders a quantity associated with the interim cover, The Fixed Unit Rate per cubic yard will be adjusted for escalation only.

CLIN 0005 – Final Cover - See Section C, PWS C.2.6.3, Disposal Cell Final Covers. The Firm Fixed Unit Rate is the rate per cubic yard to construct the final cover (Radon Barrier, Bio-Intrusion, Frost Protection, and Cap Rock) for Phase 2 and shall include all cost and profit for the performance of this work activity.

CLIN	Fiscal Year	Firm Fixed Unit Rate/cy*	Estimated Quantity (in cy)	Extended Price	Ordered Quantity (in cy)	Ordered Extended Price	Notes
0005	5	$19.27	482,992	$9,307,256			
MOD 039	3	$18.34			165,643	$3,037,893	NTE Authorized for acceleration via Email Dated March 12, 2014
MOD 043	3					($735,799)	Less Bio-Intrusion Rock Credit from REA PCN 14-20
MOD 043	3					(725,800)	Less Cap Rock Credit from REA PCN 14-22
Total			648,635	$10,883,550	165,643	$1,576,294	This represents the total ceiling quantity and total extended

							price to date.

* The Firm Fixed Unit Rate shown above is in FY 5 (October 1, 2015 – September 30, 2016) dollars; therefore, when DOE orders a quantity associated with the final cover, the Fixed Unit Rate per cubic yard will be adjusted for escalation only.

B.6 ANTICIPATED FUNDING PROFILE

The contractor shall assume a funding profile of $27M annually for fiscal years 2-5 that follow the government fiscal year starting with October 2012 and going though September 30, 2016. For the first FY (January 1, 2012 through September 30, 2012) the contractor shall assume a funding profile of $20.25M. For the Transition Period, the contractor shall assume a funding profile of $1M.

Transition	FY 1	FY 2	FY 3	FY 4	FY 5	Total
$1M	**$20.25M**	**$27**	**$27**	**$27**	**$27**	**$129.25**

The provided funding profile is associated with CLINs 0001, 0002, and 0003 only. It represents the government's estimate as of the date of the task order of future available funding. This assumed funding is not a guarantee of available funds. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this assumed funding.

Available funds depend on Congressional appropriations and priorities within the DOE. Task order transition costs shall be included as part of the total cost of the PWS. The provided funding profile covers the estimated cost, base fee, award fee and firm fixed unit rates described in Section B.5 for CLINs 0001, 0002, and 0003.

B.7 BASE AND AWARD FEE (Applicable to CLIN 0002)

(a) The contractor shall not earn any fee for contract transition.

(b) Upon assumption of responsibility for the work under this task order (i.e., after the Transition Period), the base fee will be paid for satisfactory performance on a monthly basis after submittal of an appropriate invoice. Payment of base fee is subject to the requirements of Section I.117 DEAR 952.223-77 Conditional Payment of Fee or Profit – Protection of Workers Safety and Health (JAN 2004).

(c) The total available award fee can be earned through objective and/or subjective fee components consisting of award fee criteria and/or Performance Based Incentives (PBIs). Award fee available for each period is as set forth in the Award Fee Plan.

Provisional payment of a proportional monthly amount of up to 50% of the available award fee for the period may be authorized by the Contracting Officer once the contractor has submitted and received DOE approval of its Performance Baseline. The Contracting Officer may increase its proportional monthly provisional payment of award fee up to 75% after the contractor has submitted and received approval of its Earned Value Management System (EVMS). Note: These payments are at the discretion of the Contracting Officer and are provisional in nature (i.e., award fee is not actually earned until the FDO has issued a Fee Determination, at which time the contractor shall immediately repay any provisional amount overpaid, or invoice for the balance of fee determined as appropriate).

B.8 OBLIGATION OF FUNDS

(a) Applicable to CLINs 0001 and 0002: Pursuant to the clause in Section I.166, FAR 52.232-22, Limitation of Funds, total funds in the amount of $121,196,316 have been allotted for obligation and are available for payment of services provided from the effective date of this contract through September 30, 2016.

(b) Should the anticipated excavation, transportation and placement and compaction quantities in total increase or decrease by an estimated 15% or greater as priced in the task order, the contractor and government will enter into good faith negotiations to revise the fee pool for CLIN 0002 and the Firm Fixed Unit Rate for CLIN 0003. For increased or decreased quantities, the contractor is entitled to a change in contract estimated cost for CLIN 0002 and the extended price for CLIN 0003.

(c) For CLIN 0003 Placement and Compaction - The government does not anticipate fully funding the entire ordered quantity at the time of award. The government will order and fund the disposal operations and all activities at Crescent Junction on a yearly basis subject to the funding being available at the beginning of each fiscal year. If funding is provided to the project office in increments throughout the year, the government will order and fund the disposal operations and all activities at Crescent Junction commensurate with the quantity being excavated and shipped under CLIN 0002.

(d) For CLIN 0004 and CLIN 0005 Interim Cover and Final Cover, respectively - the government will incrementally fund the CLINS based on the quantity of interim and final cover ordered per the government's requirements associated with the need to place interim and final cover. The total estimated quantity is based on the anticipated quantity required to complete each cover. If the estimated quantities change by an estimated 15% or greater as priced in this task order, the contractor and the government may enter into good faith negotiations to revise the fixed unit rate per cubic yard.

(e) For CLINs 0003, 0004 and 0005, there is no minimum order quantity under this task order. The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the 75% of the ordered quantity for each of the CLINs will be reached. In no case is the Contractor authorized to expend funds in excess of what has been placed on the task order.

B.9 DOE AUTHORIZATION OF WORK

The CO will authorize work as follows:

(a) After transition, a Notice to Proceed will be provided to the contractor authorizing the start of work activities. Once the contractor receives the Notice to Proceed, the contractor is authorized to start performance of the work regardless of whether the Performance Measurement Baseline has been approved, subject to the limitations of the Section B.8 clause, Obligation of Funds.

(b) The contractor shall not be entitled to earn fee for work not authorized by the CO.

B.10 ADVANCED UNDERSTANDING - CHANGES TO TASK ORDER COST AND FEE

The contractor is responsible for total performance under this task order, including methods to perform all work. For all task order 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 base and/or award fee and/or the firm fixed unit rate of the task order.

B.11 ALLOWABILITY OF SUBCONTRACTOR FEE

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

(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 or under an approved Mentor-Protégé Program; (3) subcontractors under a competitively awarded firm-fixed-price or firm-fixed-unit-price subcontract, or (4) commercial items as defined in FAR Subpart 2.1, Definitions of Words and Terms

SECTION C - PERFORMANCE WORK STATEMENT MOAB REMEDIAL ACTION CONTRACT (RAC) PROJECT

C.1 Moab Project OVERVIEW AND OBJECTIVES

C.1.1 Background

The DOE Moab Project Site is approximately 3 miles northwest of the City of Moab in Grand County, Utah, and includes the former Atlas uranium-ore processing facility. The site is situated on the west bank of the Colorado River at the confluence with Moab Wash. The site encompasses approximately 435 acres, of which approximately 130 acres are covered by the uranium mill tailings pile.

The processing facility was constructed in 1956 by the Uranium Reduction Company, which operated the facility until 1962 when the property was sold to Atlas. Atlas operated the site until 1984 under a license and regulatory authority provided by the Nuclear Regulatory Commission (NRC) in accordance with Title II of the Uranium Mill Tailings Radiation Control Act (UMTRCA). When the processing operations ceased in 1984, approximately 16 million tons (12 million cubic yards) of uranium tailings or residual radioactive material (RRM) (the term *RRM* is used throughout the PWS to reference the tailings and other contaminated materials from former uranium/vanadium processing) and contaminated soil had been stored in an unlined impoundment located in the northwest portion of the property.

Atlas proposed to reclaim the tailings pile for permanent disposal in its current location. As a result of the Atlas proposal, the NRC developed an *Environmental Impact Statement* (EIS) that focused primarily on on-site reclamation of the mill tailings. Atlas declared bankruptcy in 1998. In doing so, they relinquished their license and forfeited its reclamation bond. Because NRC could not legally possess a site it regulated, NRC appointed PricewaterhouseCoopers as the trustee of the Moab Mill Reclamation Trust and the licensee for the site. The trustee used the forfeited reclamation bond funds to initiate site reclamation, conduct ground water studies, and perform site maintenance activities.

The Floyd D. Spence National Defense Authorization Act for Fiscal Year 2001, Public Law 106-398 (the Act) stipulated that the license issued by NRC for the materials at the Moab Site be terminated and that the title and responsibility for cleanup be transferred to the DOE. Title to the site was transferred to DOE on October 25, 2001. Specifically, the EM 3.2 Office in Grand Junction, Colorado, now has primary responsibility for the Moab Site.

The Act further designated that the Moab Site undergo remediation in accordance with Title I of the UMTRCA, though certain sections of UMTRCA

shall not apply. In accordance with the Act, DOE developed a Draft Plan for Remediation that evaluated DOE's remediation decision-making process and related technical issues. DOE approved the *Final Environmental Impact Statement* (FEIS) on July 25, 2005 which fulfilled the National Environmental Policy Act (NEPA) requirement of considering the full range of reasonable alternatives and associated environmental effects of significant federal actions. The preferred alternative identified in the FEIS included relocation of the tailings and associated wastes to the Crescent Junction off-site waste disposal site using rail transportation as the primary transportation mode, with active ground water remediation. A *Record of Decision* (ROD) identifying the final remedy, consistent with the FEIS preferred alternative, was published on September 14, 2005. An Amended Record of Decision for the Remediation was approved in February 29, 2008. The ROD Amendment increased the flexibility to relocate the residual RRM using rail or truck. In June 2007, DOE awarded a task order which required design and installation of waste handling systems, moving RRM from Moab to Crescent Junction site, design and construction of the disposal cell in Crescent Junction, construction and operation of the RRM off loading facility, and operation of the disposal cell for final disposition of the RRM at Crescent Junction. DOE is conducting ongoing site operations, including RRM excavation, transportation, and disposal and maintenance activities

C.1.2 Moab Project Description

The Moab project scope consists of relocating tailings and associated wastes presently at the Moab Site to the disposal cell located at the Crescent Junction Site, reclaiming the Moab Site to the appropriate standards, including demolition of all man-made structures, and the remediation of any contaminated vicinity properties.

The Moab project scope for the Remedial Action Contract (RAC) can be divided into four general categories: (1), activities related to RRM excavation and conditioning and filling of intermodal containers at the Moab site, (2) transporting RRM from Moab to Crescent Junction, (3) disposal of the RRM at Crescent Junction, including interim and final cover placement, and (4) reclaiming the Moab site to appropriate standards, including demolition of man-made structures.

C.1.3 Contract Purpose and Objectives

The purpose of this contract is to continue making substantial progress towards remediation of remaining RRM including the remediation of the tailings pile, off-pile material, demolition of any man-made structure, remediation of contaminated sub-pile below the tailings, and the remediation of any remaining vicinity properties at the Moab Site in Utah.

The contract objectives are:

- Continue remediation of the site to achieve the appropriate surface cleanup standards as specified in 40 Code of Federal Regulations (CFR) Part 192; Subparts A, B, and C, and to dispose of RRM in the NRC approved disposal cell near Crescent Junction, Utah.

- Continue meeting the requirements of the Record of Decision for the Remediation of the Moab Uranium Mill Tailings, Grand and San Juan Counties, Utah, September 2005 and the Amended Record of Decision for the Remediation of the Moab Uranium Mill Tailings, Grand and San Juan Counties, Utah, February 29, 2008. The ROD Amendment increased the flexibility to relocate the residual RRM using rail or truck. DOE is sensitive to both the strong stakeholder desire that the majority of the RRM be transported by rail and the continued utilization of the current basic approach and infrastructure.

- Safely achieve contract objectives.

C.2 Description of Project Performance Requirements

The contractor shall furnish all personnel, facilities, equipment, material, services and supplies (except for Government Furnished Services/Items identified in Attachment J-C and Services Provided by the Technical Assistance Contractor as identified in Attachment J-E), and otherwise do all things necessary to accomplish work in a safe, integrated, effective and efficient manner consistent with the PWS. In performing the work, the contractor shall comply with all applicable DOE orders and Local, State and Federal regulations, and comply with the Interface Requirements Matrix and Government Furnished Services provided in Section J, Attachment E.

C.2.1 Task Order Transition

The contractor shall perform all transition activities consistent with all DOE requirements. Transition activities to be performed include, but are not limited to:

- The contractor shall submit a Task Order Transition Plan for DOE approval. The Task Order Transition Plan must include a description of all necessary transition activities, involved organizations, transition schedule including milestones, and the planned strategy for developing required documents.

- The contractor shall provide a weekly status of transition activities to DOE. The contractor shall establish routine status meetings with DOE and other organizations and contractors to review transition activities and issues. The frequency of the meetings should increase as the end of contract transition period approaches. The contractor shall coordinate directly with incumbent contractor, DOE, and other organizations and contractors to finalize any transition agreements required to assume full responsibility.

- The contractor shall conduct a Readiness Assessment and submit verification of readiness assessment to DOE, to assume full responsibility for contract requirements. A successful verification of readiness by DOE will lead to a Notice to Proceed.

- The contractor shall conduct a joint reconciliation of the government property inventory with the incumbent contractor(s) and DOE. This information shall be used to provide a property baseline for this contract, as well as information to closeout predecessor contracts.

- The contractor shall submit a Performance Management Baseline (PMB) in accordance with DOE Order 413.3B within 120 days of task order award and updated as necessary.

- The contractor shall develop and maintain its plans, procedures, programs, etc. for DOE approval. Contractors have three options for complying with this contract requirement:
  - With DOE approval, develop and submit for DOE approval new plans, procedures, programs, etc.;
  - With DOE approval, adopt the existing DOE-approved plans, procedures, programs, etc.; or
  - With DOE approval, modify and submit for DOE approval the prior contractor's DOE-approved plans, procedures, programs, etc.

C.2.2 Facility/Ground Maintenance

The contractor shall develop, document, and maintain a Facility/Ground Maintenance program that includes maintenance and operations as appropriate for all areas, facilities, and structures that are within the contractor's responsibility. The activities shall be tailored during the contract life-cycle in accordance with DOE Order 430.1B, Real Property Asset Management, and 10 CFR 851, Worker Safety and Health Program. Areas that will require site maintenance include, but are not limited to, the Former Atlas Legacy Building, Container Lidding Building, trailers, fencing, water systems located at Moab, sediment ponds/basins, other ponds and basins (excluding the evaporation pond and clean water construction ponds), rail and associated structures, haul roads, ditches and bridges, underpass, transformers, utility poles, etc. The contractor shall perform all facility/ground maintenance activities including, but not limited to, the following:

- Perform periodic facility inspections, including equipment and/or structure to assess facility structural integrity;

- Perform daily activities required to sustain property in a condition suitable for its designed purpose;

- Conduct preventative, predictive, and corrective maintenance actions;

- Maintain all trailers and trailer staging area (including utilities);
- Evaluate and implement utility optimization plans including re-routing of the utilities in conjunction with the decontamination and decommissioning of man-made structures; and
- Provide Site Maintenance Activities (e.g., erosion control, equipment maintenance, etc.).
- Complete a preliminary and final design of the south haul road for the purpose of eventually relocating the hairpin curve at the top of the south haul road so that it is no longer in zone 1. This change would shorten the length of the south haul road by road 300' and increase the overall grade. Provide a preliminary design, final design and construction of the road.

C.2.2.1 – Replace Tank on Water Truck (PCN 14-09A)

a). Replace the leading water tank on truck 08-08
b). The tank shall be of similar size and construction as the existing tank.

C.2.2.2 – Repair Ruts in Moab Que Area (PCN 14-09B and 14-09C)

a). Repair areas of asphalt at the Moab Site
b). Area 1 includes two areas of ashalt on either side of the container racks, both on the clean side and the contaminated side. This work includes removing a total area of approximately 250 square feet of asphalt to a depth of 6 inches and replacing that area with Super Pave asphalt; then overlaying an area of approximately 4,860 square feet.
c). Area 2 includes an area near the east end of the Queue (on the clean side) where the "heavy" reachstacker operates. This work includes removing an area of approximately 100 square feet of asphalt to a depth of 6 inches, and replacing that area with Super Pave asphalt; then overlaying an area of approximately 10,400 square feet.
d). Area 3 includes an area near the West end of the Queue (on the clean side, and to the East of the equipment maintenance facility) where the "light' reachstacker operates. This work includes removing an area of approximately 400 square feet of asphalt to a depth of 6 inches, and replacing that area with Super Pave asphalt; then overlaying an area of approximately 4,500 square feet.
e). Area 4 includes the area from the downhill haul road turnoff to the end of the siding. Place a 10-foot wide overlay over Area 4. This effort will include, first, filling in the ruts with a Leveling Course, which may include saw cutting of some area; then performing a pass over the entire area, paving with an overlay of Super Pabe asphalt. An estimated 11,500 square feet of overlay will be installed.

C.2.2.3 – Repair the Degrading Asphalt at Crescent Junction (PCN 14-09D):

a). Repair areas of asphalt at the Crescent Junction site.

b). Repair damaged asphalt of approximately 43,000 square feet. The asphalt repairs consist of a rota-milling out 6 inches of asphalt concrete, clean and prepare, tack, place and compact 6 inches of Super Pave asphalt. The asphalt repairs also include mobilization and demobilization, equipment, labor, rack, asphalt and rota-mill disposal.

C.2.2.4 – Install Computer-Aided Earthmoving System on D-8 Bulldozer (PCN 14-09E):

a). Install a Computer-Aided Earthmoving System on D-8 Bulldozer (Serial Number KPZ02992).
b). The CAES is a proprietary system offered only by Caterpiller, Purchase and install the CAESultra ON-Board System (touch screen display, software, Global Positioning System (GPS receiver, and all parts necessary for the system to function with the current on-site CAES) on the D-8R bulldozer. This scope is limited to the procurement, materials, installation, software, and setup necessary to install the system on the bulldozer. The system will be installed and setup by a caterpillar service technician.

C.2.2.5 – Upgrade Radiological Monitoring Equipment (PCN 14-09F):

a). Purchase 9 alarming meters.
b). These meters will be alarming bench-top, alpha/beta-rate meters with 100 square centimeter probes that meet the standards associated with Title 10 Code of Federald Reguation Part 845 (10 CFR 835). This will include a Ludlum 177-84 Alarming Alpha/Beta Meter with a Ludlum 43-93 Alpha/Beta Probe and a Cable “C” Type Coil.
c). Purchase 6 MicroR meters for Project use.
d). This will be a Ludlum Model 19, MicroR meter

C.2.2.6 – Conduct a Baseline Survey of the Atlas Building (BFS-044-014)

A Baseline Asbestos Survey of the Atlas Building at the Moab site will be conducted in accordance with ASTM E2356-14, “Standard Practice for Comprehensive Building Asbestos Surveys.”

The Baseline Survey is a building-wide inspection that provides a general sense of the overall location, type, quantity and condition of asbestos-containing materials present. It is thorough in that most accessible functional spaces are inspected and bulk samples taken of suspect materials observed. The baseline survey provides information for long-term management of asbestos-containing materials and prioritization of response actions. The presence of asbestos in suspect materials may be assumed or presumed in some cases without bulk samples being taken or analyzed. However, the baseline survey is unobtrusive in that samples are not taken where doing so would result in objectionable damage to surfaces or where institutional barriers preclude access. In a baseline survey, destructive testing is avoided. Posting of signs and labels required for compliance with OSHA regulations would be use the information generated during a Baseline Survey. AMEC Proposal (EVN1-0577) Contains the specifics of the planned work.

C.2.2.7 – Install Overhead Door in the Atlas Building at the Moab Site (BFS-049-014)

In order to open an area in the Atlas Building to be used by the mechanics to work on heavy equipment, an overhead door will need to be installed. The scope of work to be completed includes the following:

Overhead Door Subcontractor Tasks:

Cut an opening in the southeast wall of the Atlas Building. The hole will be approximately 13' by 13'. Install metal supports that will close the buildings wall envelope, and also be used to support the overhead door.

Purchase and install an overhead door in the opening described above. Install the motor and switches that lift and lower the door.

Electrical Subcontractor Tasks:
The electrical subcontractor will provide and install the wiring, switches, boxes, breakers, etc., required to provide power to the overhead door, used oil heater, air conditioner, and air compressor.

Misc. items that would be purchased and installed by the Moab project mechanics:
Lanair MX-300 Used Oil Heater
Port-A-Cool Cyclone 3000 Evaporative Cooler
Husky three stage 100 gallon air compressor

C.2.3 Excavation and Handling at Moab

C.2.3.1 Excavation of RRM

The work under this section includes all excavation activities, including debris, necessary for operating and maintaining the existing waste management and waste handling systems/methods to remove the RRM and other waste. The RRM excavated and shipped shall be comprised of approximately equal volumes of sands, slime, and transition material. The tailings impoundment was constructed in the years from 1956 – 1984 using a ring construction method. The tailings were slurried to the impoundment area and then distributed through spigots on the exterior of the pile. The courser grained material was deposited first creating the perimeter of the tailings impoundment with increasingly finer grained materials remaining suspended in the slurry to form the interior portions of the pile.

The pile tailings material is classified into three types as follows:

- Sand Tailings – less than 30% fines (minus 74 microns)
- Transitional Tailings – greater than 30% and less than 70 %

- Slimes Tailings – greater than 70 % fines

The contractor shall prepare and submit an excavation plan for the Moab site which includes, but is not limited to, the details of the planned excavation method, the excavation sequence, mixing of slimes and sands, segregation of oversize materials, and water management, including evaporation pond. RRM may be directly shipped to Crescent Junction; however, mixing of sands and slimes may be necessary in order to achieve acceptable moisture levels in the approximate range of moisture requirements identified in the Remedial Action Plan (RAP) for disposal at Crescent Junction and to minimize RRM carry back in containers. Spreading the RRM in contaminated areas of the Moab project site or conditioning of RRM within the 100 year floodplain shall be conducted ONLY with the prior written approval of the Contracting Officer. The contractor shall not condition RRM on the floor of the tailings pile that has been verified as being remediated.

The contractor will be responsible for the identification, characterization, packaging, transportation and disposal of any waste, including secondary waste, that may be generated based on its technical approach. The contractor shall manage and provide waste management support activities. Any waste that requires special handling, such as waste oil and non-RRM, shall be managed in accordance with the Moab Waste Management Plan. The Waste Management Plan shall be maintained and updated as necessary.

The off-pile soils originally comprised 305 acres; to date approximately 111 acres have been remediated and verified clean. The off-pile contaminated soils are wind deposits from the tailings pile and are very consistent across the site. The map entitled “Moab Non-Pile Soils Remediation”, shows off-pile areas including the areas that were remediated. Vicinity Properties (VP) are property separate from DOE Uranium Mill Tailings Remedial Action (UMTRA) in the local community where RRM originated from the former Atlas mill site and has been placed/transported to these properties through past activities. The contractor shall excavate and remediate these areas upon DOE’s determination that additional work is necessary for these areas.

The contractor shall evaluate project waste management options and disposition D&D wastes consistent with requirements of regulatory agreements. Debris and other building material shall be sized in accordance with the NRC approved Remedial Action Plan. Oversize material will be transported from the Moab site to Crescent Junction using trucks.

In accordance with the approved procedures, the contractor shall monitor, track, and document data on RRM excavated, shipped, and disposed and shall submit an annual Interim Completion Reports on RRM excavated

and disposed. This data shall be provided to the Technical Assistance Contractor (TAC) and DOE as required.

The contractor is responsible for excavating and relocating RRM at the Moab project and reclaiming the Moab site to the appropriate standards. The contractor shall control surface water erosion to the maximum extent practicable and re-vegetate the site and surrounding areas, as required.

Work under this section includes excavation of the Tailing Piles. The original tailings pile was 130 acres; to date, approximately ten acres have been remediated. The contractor shall excavate RRM in the sub-pile, if necessary, in order to meet remediation standards of 40 CFR192, Subpart A. The sub-pile is estimated to be 2 feet below the floor (defined by the interface of the lower section of the tailings and upper section of the native undisturbed stratigraphy), and are the tailings that meet 5 or 15 pCi/g as defined in 40 CFR192, Subpart A. Within the southwest corner of the tailing pile are the former mill site buildings and facilities. This debris was estimated to be 36,000 cubic yards and may be composed of steel beams, concrete slabs, concrete blocks, piping, sheet metal, and demolished milling equipment. In conjunction with the Former Atlas Mill Debris, there are vertical band drains (wicks) and manifolds located a few feet below the surface near the center of the tailings pile. Some of the debris may be *Oversize Material* in relationship to the requirements and specification of the RAP.

C.2.3.1.1 VP-73

The Contractor shall remove the exterior façade brick from all four sides of the property located at 524 East Bowen Circle, Moab, Utah. The property's structure is covered with bricks removed from the former Atlas Mill, some of which have been demonstrated to be radiologically contaminated. Additionally, the work scope includes the removal of the front porch of the house, including the bricks below the porch. All bricks will be loaded into super sacks, and transported by truck to the Crescent Junction site for disposal.

Key Assumptions:

- Following removal of the exterior brick face, no additional materials
- (other than the bricks) will be found to be radiologically contaminated
- and require removal and disposal.

- Following removal of the exterior brick face, the facility will be found to
- be structurally sound, thereby not requiring any additional work beyond
- replacing the brick face.

- An estimated 48 cubic yards of brick will be removed and require
- disposal.

- Operations will be conducted in a weekly rotation of 4, 10-hour days.

C.2.3.1.2 Complete VP-166 (PCN 14-09G)

a). Vicinity Property 166 – Keys Construction Site
b). Materials identified at the Keys Construction site requiring remediation under this scope of work include piping; steel beams; tanks; heating; ventilation, air conditioning (HVAC) ductwork; etc. This material and any identified contaminated soils near the material will be removed and transported to the Moab site for management with the residual radioactive material (RRM) onsite.

C.2.3.1.3 – Complete VP-137 (PCN 14-09H)

a) Vicinity Property 137 – Burt's Auto Site
b) B) This scope of work includes remediation of materials at the Burt's Auto site, located south of the city of Moab, about 8 miles from the Moab Uranium Mill Tailings Remedial Action (UMTRA) site. Materials identified at the Burt's Auto site requiring remediation under this scope of work include 2 metal stairwells and some process piping, which is currently being used as fencing. This material and any identified contaminated soils near the material will be removed and transported to the Moab site for management with the RRM onsite.

C.2.3.1.4 – Trackmobile Decontamination

This work encompasses the activities necessary to decontaminate the trackmobile currently on site, to support free release to Rocky Mountain Rail. This trackmobile was formally used at DOE's Fernald Site, in the contamination area (CA), and therefore may potentially require substantial disassembly, decontamination, and survey efforts to support free release. Decontamination of the trackmobile will take place near the decontamination pad at the Moab site, where the trackmobile was recently placed upon transfer from Crescent Junction.

It is assumed that the decontamination of the trackmobile will take two weeks to complete. The work will be performed using two Rocky Mountain Rail mechanics, who will support disassembly of the trackmobile as necessary to facilitate decontamination. Rocky Mountain Rail has agreed to provide these mechanics at no charge, assuming that this effort can be accomplished within a two-week period. The need for disassembly will be

at the direction of the RCT's, such that any parts can be decontaminated. Decontamination will be performed by Nielson personnel, under the direction of the Nielson supervisor. On-site Nielson personnel, who were involved in previous site decontamination efforts, will be utilized, and in support of this Nielson will will bring in other personnel to backfill for them. Decontamination activities will be conducted using site-owned pressure washer.

This work also includes preliminary radiological surveys, and the development of the Final Survey Design plan, which will guide the disassembly/decontamination efforts based on the results of those surveys. The decontamination work will be followed by the development of a Release Package, which will contain all of the radiological surveys, and other information required to support free release of the trackmobile to Rocky Mountain Rail. This work scope does not include any revisions to the Release Package based on third party reviews.

It is anticipated that all equipment (e.g. pressure washer) and ODC's necessary to support this work scope will be available from the on-site inventory. Additionally, as noted above, the Rocky Mountain Rail mechanics will be provided for two weeks at no cost to the project.

C.2.3.2 RRM Handling at Moab Site

The contractor shall ensure safe, efficient, and cost effective transfer of RRM in accordance with the ROD. The contractor is responsible for all aspects of the handling activities at Moab site including, but not limited to, movement of excavation equipment, trucks, container stackers, etc. in all areas including haul roads and all activities taking place at rail sidings. The contractor shall:

- Operate and maintain the material handling systems at Moab;
- Load RRM into containers;
- Manage and operate container movement;
- Conduct lidding and de-lidding operations
- Decontaminate the RRM containers as appropriate for transport;
- Haul RRM to Moab rail siding;
- Load and unload the containers onto/from the trucks;
- Load and unload containers onto/from the rail cars;
- Measure and record the carry back of RRM in containers returning from Crescent Junction. Ensure there is no more carry back than 1% by volume.

C.2.3.3 Evaporation Pond and Clean Water Construction Ponds

The contractor shall operate and maintain the evaporation and clean water construction ponds at the Moab Site. The evaporation ponds on top of the tailings pile collects contaminated groundwater from ground water wells

operated by the TAC and can be used to manage of tailings pore fluids. The contractor shall use the evaporation ponds water for dust control within the contamination area at Moab site. All other dust control shall be performed using water from the clean water construction pond.

C.2.4 Demolition of Man-Made Structures

The decontamination and decommissioning (D&D) of work shall be performed and completed consistent with regulatory agreements and decisions that may include consideration of specific buildings for re-use. The D&D of existing facilities includes all *man-made structures*, and generally includes the following activities: regulatory document preparation, characterization, material removal and hazardous material abatement activities, deactivation (utilities isolation, re-routing of the utilities, etc.), removal of equipment, and demolition of structures/ components. The debris generated as a result of demolition activities is considered RRM and the current disposition path for this waste is at the Crescent Junction disposal cell in accordance with the RAP.

The contractor is responsible for all the activities required to D&D and remediate any man made ancillary structures that are associated with the relocation and disposal of the RRM. This may include, but not be limited to, Former Atlas Legacy Building, Container Lidding Building, the construction water system, rail and associated structures, the evaporation pond, haul roads, sediment ponds/basins, other basins and ponds, transformers, trailers, utility poles, etc.

The contractor shall remove and remediate these man made ancillary facilities upon DOE's determination that they are no longer needed or are hindering excavation, transportation and disposal progress.

DOE, in consultation with other agencies and stakeholders, might elect to keep a portion of the ancillary structures and facilities for future use. The contractor will verify the list of ancillary structures and facilities with DOE prior to commencing work.

The facility D&D work is to include demolishing all man-made structures/ components including building slabs and below-grade structures. The D&D of below-grade man-made structures shall be coordinated with site cleanup requirements and the subsequent remediation of mill tailings. The initial phase of a facility D&D will generally address above-grade structures; if soil remediation is required and is not performed immediately, the contractor shall perform appropriate activities to stabilize the area and prevent surface water accumulation in sub-grade structures. Stabilization of the area may include leaving the building slab in place until the area is ready for below-grade D&D and remediation of contaminated media.

C.2.5 Transportation

The contractor shall comply with the September 2005 Moab Uranium Mill Tailings ROD, the Amended ROD dated February 2008, and any future amendments to

transport materials. The contractor shall be responsible for entering into arrangements with Union Pacific for the transportation of the RRM. Oversized materials and/or debris that cannot be shipped by rail shall be transported to the Crescent Junction disposal cell by truck.

The RRM shall be transported in accordance with the U.S. Department of Transportation special permits (DOT/SP/14283) for the transportation of radioactive materials and all applicable plans, permits, rules, and regulations.

The contractor shall:

- Submit Transportation Plan;
- Maintain and renew as necessary all applicable permits associated with rail and highway transportation;
- Make all necessary arrangements with Union Pacific and the Utah Department of Transportation (UDOT) for rail and highway transportation.
- In accordance with the existing Union Pacific agreement, maintain and perform repairs, as necessary, to the rail line at the EmKay (Moab) site and Brendel (Crescent Junction) site;
- Transport RRM from the tailings pile, off-pile, and vicinity property in accordance with the ROD and any amendments;
- Transport D&D debris from the Moab site;
- Haul oversized material and all debris from the former mill site and facilities from Moab to Crescent Junction by truck, providing trucks, trailers, or other appropriate equipment as necessary.

C.2.6 Crescent Junction Operations

C.2.6.1 Disposal Cell Placement and Compaction

The contractor shall conduct all disposal cell operations at Crescent Junction in accordance with the Final Remedial Action Plan (RAP), approved by the NRC.

The contractor is responsible for all aspects of the disposal activities at Crescent Junction including, but not limited to, movement of excavation equipment, trucks, container stackers, etc., in all areas including haul roads, the disposal cell, and all activities taking place at the rail facilities. The contractor shall manage and operate the movement of the containers, trucks, and equipment in complete coordination with rail car and/or truck loading/unloading activities, container dumping, tailings and debris placement, and disposal cell excavation.

The contractor is responsible for preparation and disposal of all RRM wastes generated from remedial action in this PWS. This includes design, excavation and construction of the disposal cell, and placement and

compaction of RRM. The contractor is responsible for ensuring that excavation and placement of the waste is proportional to the amount of RRM identified in this PWS for removal from the Moab site. The contractor shall minimize the stockpiling of the RRM at Crescent Junction.

The contractor is responsible for Operations and Maintenance (O&M) of the existing Construction Water System, including the pipeline from the Green River and the pond at Crescent Junction, for dust control and any other activities at Crescent Junction requiring water.

The contractor shall perform all activities related to the placement and compaction of RRM including, but not limited to:

- Comply with the approved RAP and subsequent RAP modifications;
- Haul RRM containers from the Crescent Junction rail siding to disposal cell;
- Load and unload containers onto/from the rail cars and/or trucks;
- Design, Excavate and construct disposal cell;
- Manage RRM moisture content to achieve the RRM placement criteria;
- Install and maintain standpipes per the RAP;
- Place and compact waste (RRM, off-pile, etc.) and debris in accordance with requirements of the NRC-approved Remedial Action Plan;
- Control surface water erosion to the maximum extent practicable;
- Operate and maintain and expand as necessary the Construction Water System; and
- Perform dust control activities.
- Design, excavate, and do all things necessary to complete the reconstruction of the new dump ramp to be located in Phase 3 of the Crescent Junction landfill.

C.2.6.2 Disposal Cell Interim Cover

The contractor shall construct the interim cover complying with the approved RAP and subsequent RAP modifications. Any proposed changes to disposal cover materials (i.e., material source selection) must meet NRC Remedial Action Plan requirements and must have DOE approval.

C.2.6.3 Disposal Cell Final Covers

The contractor shall construct all layers of the remaining covers (beginning with the radon barrier) complying with the approved RAP and subsequent RAP modifications including re-vegetation of the disposal cell and surrounding areas, as required. Any proposed changes to disposal cover

materials (i.e., material source selection) must meet NRC Remedial Action Plan requirements and must have DOE approval.

C.2.7 Project Support

The contractor shall provide all project support necessary for performance of this contract. This is an ongoing activity.

C.2.7.1 Regulatory Compliance

The Moab project is regulated by the NRC under Title I of the Uranium Mill Tailings Radiation Control Act of 1979. The State of Utah has no regulatory authority with regards to the management and disposition of RRM. However, there are numerous other site activities that fall under the purview of State regulations (fugitive dust emissions, storm water pollution prevention, etc.). To the extent the contractor is responsible for activities conducted under this PWS, the contractor shall ensure that both the Moab and Crescent Junction sites, as well as the contractor's activities, are compliant with all applicable laws and regulations. The contractor shall obtain and administer all required permits and agreements necessary to complete the requirements of this PWS.

The Moab Uranium Mill Tailings ROD, dated September 2005, and the Amended Record of Decision for the Remediation of the Moab Uranium Mill Tailings, Grand and San Juan Counties, Utah, February 29, 2008 is applicable to Moab and Crescent Junction activities.

The Final Remedial Action Plan (RAP) was approved by the NRC in August 2008. The contractor shall construct and excavate the cell per the Final RAP for the disposal of RRM at Crescent Junction. The contractor shall place the RRM in the Crescent Junction disposal cell in accordance with the NRC approved final RAP. Any proposed deviations from the Final RAP shall be submitted to DOE for DOE and NRC for approval.

The contractor shall:

- Obtain and administer all required permits and agreements necessary to complete the requirements of this PWS;
- Verify the soil cleanup standards in 40 CFR192 have been met;
- Support independent verification by TAC and/or other outside entity (e.g., ORISE) of soil remediation;
- Submit a completion report for each off-pile area to DOE within 60 days after verification sampling is completed;
- Apply "supplemental standards" (40 CFR 192-21) when necessary (e.g., to off-pile area). Such supplemental standards applications shall be approved by DOE and the NRC and applied accordingly by the contractor;

- The contractor shall perform activities required for environmental monitoring and reporting for the Moab Project Site.
- Conduct all operations in accordance with the Storm Water Pollution Prevention Plan (SWP3) at the Moab site and Crescent Junction site;
- Submit a monthly inspection report per the SWP3;
- Submit an inspection report after each significant precipitation event. Control dust at the Moab and Crescent Junction sites via water: contractor shall aggressively manage and maintain a “zero visible” level;

C.2.7.2 Site Access Control

The contractor is responsible for ensuring security of the sites. The contractor shall provide security guard coverage 24 hours/7 days per week at both the Moab site and Crescent Junction site to safeguard property and control access to the sites and the radiologically contaminated areas.

The contractor shall:

- Provide security guard coverage for Moab and CJ sites, 24 hours/7 days per week;
- Control access to sites;
- Control access when necessary to vicinity property(ies) as directed by the CO.

C.2.7.3 Site Support

The contractor is responsible for providing support to accomplish remedial action at the site safely and efficiently and providing support to DOE as necessary for data calls. The contractor shall:

- Provide information, documentation, and other assistance to DOE as required in responding to issues regarding both sites, such as mineral rights, water rights, Bureau of Land Management (BLM) and Department of Transportation (DOT) processes, and other similar issues that pertain to the contractor’s activities at the sites;
- Provide support to public involvement and stakeholder interaction;
- Provide support to the TAC in its planning for development of the Long-Term Surveillance Plan;
- Provide janitorial services for Moab and Crescent Junctions sites; and
- Provide laundering of required PPE.

C.2.7.4 Project Management and Project Control

The contractor shall perform all activities to develop and maintain a project management system in accordance with clause H.17, Project Control Systems and Reporting Requirements for both the scope of work under this contract and the anticipated project environmental restoration lifecycle.

The contractor shall ensure the PMB remains aligned with the task order terms to include scope, cost and schedule. The contractor shall ensure timely response to task order modifications and declaration of changed conditions, through the submission of appropriate technical and cost proposals to maintain alignment of the PMB with the task order.

C.2.7.5 Environment, Safety, Health, and Quality

The contractor shall be responsible for establishing and maintaining an ESH&Q program (including site air monitoring program and emergency management) to ensure protection of the workers, the public, and the environment consistent with 10 CFR851, 10 CFR 830, and 10 CFR 835. The ESH&Q program shall be operated as an integral, but visible part of how the contractor conducts business. This includes prioritizing work planning and execution, establishing clear ESH&Q priorities, allocating resources to address programmatic and operational considerations, collecting and analyzing monitoring data, and addressing all hazards for all operations and work. The contractor shall ensure that cost reduction and efficiency efforts are fully compatible with ESH&Q performance.

The contractor shall:

- Implement, and maintain an ESH&Q program including robust H&S plans;
- Implement and enforce the contractor's ESH&Q program and plans to subcontractors;
- Implement and maintain Emergency Management Program consistent with DOE O 151.1C;
- Implement and maintain the Site Air Monitoring Program; and
- Provide a quarterly site air monitoring report.

C.2.7.6 Integrated Safety Management System (ISMS)

The contractor shall implement the ISMS program that complies with the Section I Clause, Integration of Environment, Safety, and Health into Work Planning and Execution, and DOE Order 450.1A. The contractor's ISMS program shall ensure all work is performed safely and in a compliant manner that assures the workers, public, and environment are protected from adverse consequences. The contractor shall periodically review and continuously improve the ISMS.

The ISMS program shall include a lessons learned program that is compliant with DOE Order 210.2. The lessons learned program shall be structured to identify and apply available lessons in safety, quality and performance to this project as well as to capture, document, and provide lessons learned from this project for future application by others. The ISMS Program shall be subject to an annual verification review conducted by DOE.

The contractor shall:

- Develop ISMS plan to control and authorize work including lessons learned program compliant with DOE O 210.2.
- Integrate effective safety program throughout the entire work planning and execution process;
- Track and measure safety metrics;
- Ensure effective on-the-job training;
- Perform detailed job safety analysis or equivalent for each task;
- Perform detailed work package for each task.

C.2.7.7 Radiation Protection, Radiological Site Services

The contractor shall maintain a Radiation Protection Program compliant with 10 CFR 835. The contractor shall develop and maintain its own radiological site services (RSS) programs for DOE approval or adopt an existing DOE approved RSS program. In the RSS programs, the contractor shall include all DOE technical support, dosimetry data, and records necessary to demonstrate compliance with the required radiological monitoring and to verify the adequacy of site radiological control programs in protecting the health and safety of workers, the public, and the environment.

RSS includes, but is not limited to, the following components: the Moab Project Site Dosimetry Program, the Moab Project Site Internal Dosimetry Program, the Moab Project Site Instrumentation Program, and the Moab Project Site Radiological Records Program.

C.2.7.8 Industrial Hygiene

The contractor shall perform work in accordance with 10 CFR 851. The contractor’s safety program shall include the appropriate hazard analyses, work permits (as applicable), industrial hygiene monitoring, and trained safety specialists. The contractor shall manage and perform work in accordance with a documented safety management system.

C.2.7.9 Quality Assurance/Quality Control

The contractor shall implement a DOE-approved Quality Assurance Program (QAP) 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).

The contractor is responsible for maintaining a Quality Assurance program in accordance with DOE Order 226.1A *Implementation of Department of Energy Oversight Policy*. The contractor's QA program shall cover the operational aspects such as environment, safety, and health; safeguards and security; emergency management; and business operations.

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.

C.2.7.10 Records Management

The contractor shall implement a records management program consistent with the Records Management Plan developed by the TAC and in compliance with the requirements for managing records in all formats, including early capture and control throughout their lifecycle in accordance with DOE O 243.1, Records Management Program, and DOE O 243.2, Vital Records.

The contractor shall be responsible for developing and maintaining sound document control systems and processes ensuring efficient tracking and retrieval of documents and information. The contractor shall support DOE compliance with the Freedom of Information Act (FOIA), Energy Employees Occupational Illness Compensation Program Act of 2000 (EEOICPA), and litigation discovery efforts including document scanning and records retrieval from on-site storage facilities.

C.3 Green and Sustainable Remediation and Innovative Technology

- It is the Department of Energy (DOE) Office of Environmental Management's (EM) goal to consider, to the extent practical, Green and Sustainable Remediation (GSR) and Innovative Technology practices in all phases of this Project Work Scope (PWS) and to implement such practices when they reduce costs, expedite project schedules, minimize risk, and maximize effectiveness. Please note that GSR and Innovative Technology practices should be evaluated for the phases of the PWS, and beyond, consistent with reducing activity impacts on future generations, resources, and the environment.

  - ***Green remediation*** is the practice of considering the environmental effects of remedy implementation and incorporating options to minimize the detrimental footprint of cleanup technologies and actions.
  - ***Sustainability*** is the holistic consideration of environmental, social, and economic impacts of an activity and evaluation of these impacts on future generations.
  - ***Innovative technology*** refers to new and inventive methods, processes, or evaluation software used to improve the efficiency and effectiveness of characterization, treatment, monitoring, and disposal of hazardous and radioactive contamination and waste. Innovative Technology also includes emerging techniques to prevent and reduce pollution, as well as conserve energy as part of restoration and closure work performed.

- Statutory requirements (e.g., Comprehensive Environmental Response, Compensation, and Liability Act; and Resource Conservation and Recovery Act evaluation criteria) for this PWS take precedence over the GSR/Innovative Technology initiative. However, they are generally consistent with the intent of the statutory requirements and should be evaluated as additional and equivalent criteria for remedy selection.

- All work performed under this contract shall be consistent with the following Executive and DOE Orders, Plans, and Federal or industry guidance/standards:

  - Executive Order 13423, *Strengthening Federal Environmental, Energy, and Transportation Management*
  - Executive Order 13514, *Federal Leadership in Environmental, Energy, and Economic Performance*
  - DOE Order 436.1, Departmental Sustainability
  - DOE 2012 Strategic Sustainability Performance Plan (SSPP) http://www1.eere.energy.gov/sustainability/pdfs/doe_sspp_2012.pdf

- The Federal and/or industry guidance/standards listed below provide additional useful information:

  - ASTM International Standard Guides: Green (WK35161) and Sustainable (WK23495) Site Assessment and Cleanup (two drafts, in preparation for release June 2013) http://www.astm.org/
  - Interstate Technology & Regulatory Council, Green and Sustainable Remediation: State of the Science and Practice (GSR-1, 2011) http://www.itrcweb.org/Guidance

- Interstate Technology & Regulatory Council, Green and Sustainable Remediation: A Practical Framework (GSR-2, 2011)
- http://www.itrcweb.org/Guidance
- Environmental Protection Agency (EPA) Green Remediation Primer (2008) and other EPA GSR guidance issued prior to contract use http://cluin.org/greenremediation

- The contractor shall utilize the following GSR/Innovative Technology assessment practices on this PWS including, but not limited to:

  - The EPA Triad approach to project planning, work strategies, sampling and analytical technologies. http://www.triadcentral.org

  - The US Army Corps of Engineers (USACE)/Navy SiteWise™ Tool, latest version, during the Feasibility Study (FS) to quantify the environmental footprints of remedial, monitoring, and waste management alternatives, and possibly, during the Remedial Investigation (RI) planning stages to assess the footprint of different investigation technologies. https://portal.navfac.navy.m i1/pottal/page/pmtal/navfac/navfac ww pp/navfac nfesc pp/environ mental/erb/gsr/gsr-t2tool

  - Completion of Best Management Practice (BMP) checklists developed in the USACE 2012 Detailed Approach for Evaluating GSR and Process Optimization Reviews on Army Environmental Projects. http://www.environmental.usace.army.mil/pdf/IG%20 10-01%2003_05_10%20doc.pdf

- The contractor shall utilize GSR practices to maximize sustainability, including but not limited to:

  - reduce the environmental footprint of project activities.
  - reduce waste generation, disposal, and landfill space
  - reduce energy and water usage
  - increase energy efficiency and minimize the use of non-renewable energy
  - conserve and efficiently manage resources and materials
  - promote carbon neutrality
  - reduce direct and indirect greenhouse gas and other emissions
  - promote reuse and recycling
  - foster green and healthy communities and working landscapes, which balance ecological, economic, and social goals
  - integrate the remedy with the end use
  - encourage green and sustainable re-development
  - maximize habitat value and create habitat
  - protect and preserve land resources
  - minimize, eliminate, or contain pollution at its source

- As part of the project planning and alternative analyses efforts, the contractor shall select an appropriate GSR/Innovative Technology practice to utilize to conduct the work scope. The contractor is to develop, plan, and implement GSR/Innovative Technology approaches, including examples of technologies listed as follows, but not limited to:

  - Passive/no-flow sampling techniques
  - Direct-push drilling
  - Use of clean diesel or biofuels

- Remote data collection, multi-increment sampling
- Carbon offsets
- Renewable energy
- Field screening
- Mobile laboratories
- Waste minimization
- GSRBMPs
- Innovative approaches to public involvement

The contractor shall develop and submit a life-cycle cost/benefit analysis demonstrating the pros and cons of each alternative analyzed and recommended for the project, including GSR/Innovative Technology practices. The contractor is encouraged to reference and quote, where possible, industry BMPs where costs and benefits are already known and published for expediency. The analysis should include the net cost or net savings to the project/program by implementing that particular element. The Government will review the analysis and make the final determination on whether to proceed with implementation of the GSR/Innovative Technology practice or technology.

- During all phases of the project/program, the contractor shall consider and implement GSR/ Innovative Technology practices to achieve an overall sustainable remedy selection to:
  - reduce costs
  - expedite project schedules
  - minimize risk
  - maximize effectiveness

- For implemented GSR/Innovative Technology modifications which reduce cost to the Government, the contractor will receive incentive fee increases (*the formula for this fee increase will be established in the award fee plan)* for the cost savings which accrue during the contract period of performance. Please note that GSR/Innovative Technology practices should be evaluated for the phases of the PWS, and beyond, consistent with reducing activity impacts on future generations, resources, and the environment. In some cases, a GSR/Innovative Technology modification may actually increase project costs, but still be approved by the Government because it helps achieve other DOE EM goals of improving the community or environment. In these cases, the cost increase will not impact the contractor's incentive fee calculation.

- All work plans and reports generated by the contractor in performance of task orders of this PWS contract shall document for the relevant scope of work:
  - the GSR/Innovative Technology that was considered
  - the GSR/Innovative Technology that was implemented
  - the reasons that considered GSR/Innovative Technology was, or was not, implemented (for example, the results of the cost benefit analysis)

- Whether the contractor is proactive or negligent in proposing GSR/Innovative Technology will be factored into the contractor's performance ratings and evaluations.

GSR and Innovative Technology Award Fee. The contract will include an award-fee for the incorporation of GSR and Innovative Technology. The award fee will be equal to 2% of the total contract amount (less general and administrative fees), and will be measured and paid at appropriate milestone intervals.

The incentive goals (g_i) are:

- Waste minimization/diversion- TBD
- Energy savings/green energy- TBD
- Water savings- TBD
- Other (includes other goals listed in Section TBD and those proposed by the Contractor) - TBD

The weighting factors (wi) for the incentive goals will be: [$\sum wi = 1$]

- Waste minimization/diversion - TBD
- Energy savings/green energy - TBD
- Water savings - TBD
- Other – TBD

With the appropriate milestone payment invoice, the contractor shall include a brief narrative documenting the level of goal achievement. When comparison of a reduction to a baseline is required for calculating the level of goal achievement, the industry standard/conventional practice shall be used as the baseline. *[Other baselines may be applicable, such as the current electrical consumption during operations.]* For the "Other" category, the contractor may make a qualitative justification of the level of achievement; however, the final decision will be made by DOE's Contracting Officer. An example calculation is below:

- Total contract = $1,000,000
- Potential award-fee= 2% * $1,000,000 = $20,000
- Goals achieved (c_i) by contractor:
    - Waste minimization - 50%
    - Energy savings - 25%
    - Water savings - 40%
    - Other - 80%
    - Paid award-fee = $\sum w_i (c_i/g_i$ *potential incentive
    - (0.3 * 50/50 + 0.1 * 25/50 + 0.1 * 40/50 + 0.5 * 80/1 00) * $20,000 = $16,600

6. Other than the changes specified herein, no other changes are made as a result of this modification. All terms and conditions remain in full force and effect.

SECTION D - PACKAGING AND MARKING

Section D of the ID/IQ Basic Contract is applicable in its entirety and is hereby incorporated by reference, unless otherwise noted. In addition, the following clauses will apply:

D.3 MATERIAL/WASTE PACKAGING

All material/waste packaged shall be in compliance with all regulatory and statutory Federal, State, and local and any other requirements stated in the Task Order.

SECTION E - INSPECTION AND ACCEPTANCE

Section E of the ID/IQ Basic Contract is applicable in its entirety and is hereby incorporated by reference, unless otherwise noted. In addition, the following clauses will apply:

E.8 ACCEPTANCE

Additionally, before final acceptance by the government can occur, the contractor shall have decontaminated and/or removed all equipment, excess materials, and supplies from the work area. The DCO's final acceptance will not be issued until **all** work is accomplished under this Task Order.

SECTION F - DELIVERIES OR PERFORMANCE

Section F of the ID/IQ Basic Contract is applicable in its entirety and is hereby incorporated by reference, unless otherwise noted. In addition, the following clauses will apply:

F.7 PLACE OF PERFORMANCE

The place of performance for the resulting Task Order is the Moab Project Site, the Crescent Junction Site, and the disposal cell area.

F.8 TASK ORDER TERM

The period of performance shall be from the effective date stated on the Task Order (anticipated to be November 2, 2011) through September 30, 2016, and is anticipated to include a 60-day transition period (i.e., assumption of responsibility January 1, 2012).

F.9 DELIVERABLES

Section J, Attachment J-A, Task Order Deliverables/Submittals summarizes the specific products the contractor shall submit to the DOE, the type of action DOE will perform, and the date/timeframe that the contractor is required to submit the product. Section J, Attachment J-A, does not include all required deliverables identified in the contract, DOE directives, federal regulations, or regulatory documents. NOTE: Attachment J-A is a listing of deliverables. Any deliverables required by any provision/clause/directive of the contract not listed in Attachment J-A does not relieve the Contractor of the requirement to provide that deliverable. The contractor shall be responsible for the compliance with all applicable standards, orders and regulations under the contract.

SECTION G - CONTRACT ADMINISTRATION DATA

Section G of the ID/IQ Basic Contract is hereby incorporated by reference. In addition, the following clauses will apply:

G.6 EMCBC-G-1004 DESIGNATED CONTRACTING OFFICER'S REPRESENTATIVE (DCOR)

Bonni Wethington
U.S. Department of Energy
Moab UMTRA Project
Program Analyst
2021 N. Highway 191
Moab, UT 84532
Telephone: 435-719-2896
E-mail: Bonni.Wethington@gjo.doe.gov

The Alternate Designated Contracting Officer's Representative is:

Donald R. Metzler
U.S. Department of Energy
Moab UMTRA Project
500 Grand Avenue, Suite 500
Grand Junction, CO 81503
Telephone: 970-257-2115

E-mail: Donald.Metzler@gjo.doe.gov

G.10 GOVERNMENT CONTACT FOR POST AWARD ADMINISTRATION

The contractor shall use the DCO at the address provided as the point of contact for all matters regarding the Task Order with the exception of technical matters. Technical matters may be referred to the DCOR at the address provided and a copy of all communications provided to the DCO. The DCO's name and address is as follows:

Designated Contracting Officer – Chris Lockhart
U.S. Department of Energy
Environmental Management Consolidated Business Center
250 E. Fifth Street, Suite 500
Cincinnati, OH 45202

SECTION H - SPECIAL TASK ORDER REQUIREMENTS

Section H of the ID/IQ Basic Contract is applicable in its entirety and is hereby incorporated by reference, unless otherwise noted. In addition, the following clauses will apply:

H.15 EMCBC-H-1006 MAJOR OR CRITICAL SUBCONTRACTORS – DESIGNATION AND CONSENT

The following subcontractors have been determined to be major or critical subcontractors:

Amec Foster Wheeler Environment & Infrastructure
Nielson Construction

At the Basic Contract level, if the Contractor proposes to use any new major or critical subcontractors other than those named above the Contractor shall provide notification to, and obtain consent from, the CO regardless of any exceptions that maybe stated in the Subcontracts clause of this contract. Consent to these subcontracts is retained by the CO and will not be delegated.

If a contractor proposes a subcontractor other than those identified above to perform work under each individual Task Order in the areas of Environmental Restoration, Demolition, Regulatory Services, and Radiological Controls and Safety, the contractor must obtain consent by the CO before the contractor may be issued the Task Order. The contractor shall provide rationale and a detailed explanation including the equivalency or similarity of the experience and qualifications to the above listed major or critical subcontractor and any other information requested by the CO. Consent may be provided on a one time basis only and should not be construed as authorizing the use of the new major or critical subcontractor on future task orders.

After the award of each individual Task Order, if the Contractor proposes to replace any of the approved major or critical subcontractors, the Contractor shall provide notification to, and obtain consent from the DCO regardless of any exceptions that may be stated in the Subcontracts clause of this contract. Consent of these subcontracts is retained by the DCO and will not be delegated.

H.17 EMCBC-H-1008 PROJECT CONTROL SYSTEMS AND REPORTING REQUIREMENTS

In addition to the stated requirements in H.2 and H.17 of the basic ID/IQ contract, the contractor shall maintain a Project Control System in accordance with the following requirements:

(a) Project Control System

i. DOE Order 413.3B, Program and Project Management for the Acquisition of Capital Assets, November 29, 2010. Operating programs may apply DOE Order 413.3B in a tailored manner.

ii. HQ Memorandum, Configuration Control Board, December 19, 2002.

iii. Code of Federal Regulations, 48 C.F.R. Subpart 34.2—Earned Value Management System

iv. Work Breakdown Structures, MIL-HDBK-881A, except as noted in Section L.8(f) of this RTP

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. The initial a Performance Baseline shall equal the task order value at the time of award and any subsequent baseline changes will be implemented through modifications of the task order.

H.36 TASK ORDER OVERSIGHT

a) DOE and/or its designee will perform routine surveillance and observation of the contractor's work and performance. The contractor shall correct, within one working day (or as agreed to by DOE), violations of laws, regulations, DOE Orders, Standards or site mandated rules, when notified by the DCO or DCOR. The contractor shall correct all other deficiencies or noncompliance with the Task Order within five working days (or as agreed to by DOE). The contractor shall provide logistical support to the DOE in order to facilitate conducting oversight activities on an as-needed basis, at the discretion of the DCOR or assigned representative.

b) The contractor shall respond to DOE oversight and to concerns, findings and observations as identified by the DCO or DCOR during the conduct of these oversight activities. The six oversight activities that may be conducted during the course of the execution of this Task Order are as follows:

Project Management Oversight: Includes daily field inspections and weekly and monthly assessment of the project status, to determine and validate project performance.

Contract Management Oversight: Administration and monitoring of the Task Order will be performed by the DCOR or their designee.

Financial Management Oversight: The contractor shall provide budgetary data as required to DOE to facilitate its oversight and auditing functions. DOE will review all budgetary data submitted by the contractor.

Daily Oversight: DOE may utilize Facility Representatives, Project Managers and Subject Matter Experts, in addition to the DCOR, to conduct daily oversight and inspection. The purpose of this oversight will be to assess compliance with the terms and conditions of the Task Order. In addition to this oversight, contractor shall support the following DOE activities:
Senior management walkthrough, conducted in scheduled areas or locations where significant work is ongoing;
Specific tours of buildings or release sites that have been deemed as response actions;
Periodic walkthrough by the appropriate regulators or DOE Headquarters personnel;
Employee concerns elevated to DOE for evaluation.

Assessments: DOE or other regulatory agencies may conduct assessments of the contractor's performance. Notice of these performance assessments will be given to the contractor fourteen calendar days in advance of the assessment.

Self Assessment: DOE oversight activities will focus primarily on a safe, accelerated remediation. The contractor shall respond to DOE oversight and to concerns, findings and observations during the conduct of these oversight activities.

H.37 REGULATOR INTERFACE REQUIREMENTS

Contractor interactions with regulators shall always be coordinated with the DOE. The contractor shall notify DOE prior to any interaction with regulators and shall make available copies of all correspondence (e.g., reports, findings, records of phone conferences, meeting minutes).

H.38 OTHER GOVERNMENT CONTRACTORS

The government may undertake or award other contracts/task orders for additional work or services. The contractor agrees to fully cooperate with such other contractors and government employees and carefully fit its own work to such other work as may be directed by the DCO. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by government employees. If DOE determines that the contractor's activities may interfere with another DOE contractor, the DCO shall so notify the contractor and the contractor shall comply with any instructions the DCO may provide.

H.39 WORKER SAFETY AND HEALTH PROGRAM

(a) The contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program. The contractor shall develop, implement, and maintain a written Worker Safety and Health Plan (WSHP) which shall describe the contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the contractor shall provide a safe and healthful workplace, and must comply with its approved WSHP and all applicable Federal and state environmental, health, and safety regulations. The contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health clauses are clearly delineated. The contractor shall participate in all emergency response drills and exercises.

(b) The contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the DCOR. Upon request, the contractor shall provide a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for its DOE facilities to the DCOR.

(c) The DCO may notify the contractor, in writing, of any noncompliance with the terms of this clause, plus the corrective action to be taken. After receipt of such notice, the contractor shall immediately take such corrective action.

(d) In the event that the contractor fails to comply with the terms and conditions of this clause, the DCO may, without prejudice to any other legal or contractual rights, issue a stop work order halting all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the DCO. The contractor shall not be entitled to an equitable adjustment of the task order amount or extension of the performance schedule on any stop work order issued under this special task order requirement.

H.40 QUALITY ASSURANCE (QA) FOR WORK AFFECTING NUCLEAR SAFETY

The contractor shall implement a DOE-approved Quality Assurance Program (QAP) (Section J, Attachment A) 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, 2008, Quality Assurance Requirements for Nuclear Facility Applications, and addenda through 2009 be implemented as part of the contractor's QAP 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 have three options for complying with this contract requirement:

(1) Develop and submit for DOE approval a new QAP;

(2) Adopt the prior contractor's DOE-approved QAP; or,

(3) Modify the prior contractor's DOE-approved QAP and submit it for DOE approval.

Development of a new QAP, or adoption of an existing or modified 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 QA and DOE Order 414.1C.

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 develop and implement a comprehensive Issues Management System 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.

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 shall be approved before implementation by the contractor.

H.41 KEY PERSONNEL

(a) Introduction.

Key Personnel are considered essential to the success of all work being performed under this task order. This clause provides specific requirements, in addition to the requirements of the clause in Section I.123 titled, "Key Personnel," for the Key Personnel Team, requirements for

changes to Key Personnel, reductions in Contract fee for changes to Key Personnel, and identification of all Key Personnel for this task order.

(b) Key Personnel Team Requirements.

The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the Key Personnel. All Key Personnel shall be permanently assigned to the position. In addition to the definition contained in the Section I.122 clause titled, DEAR 952.231-71, Insurance – Litigation and Claims, Key Person(s) are considered managerial personnel.

(c) Definitions

For the purposes of this clause, Changes to Key Personnel is defined as: (i) any change to the position assignment of a current Key Person under the contract, except for a person who acts for short periods of time, in the place of a Key Person during his or her absence, the total time of which shall not exceed 30 working days during any given year; (ii) utilizing the services of a new substitute Key Person for assignment to the contract; or (iii) assigning a current Key Person for work outside the contract.

(d) Fee Reductions for Changes to Key Personnel

(1) Notwithstanding approval by the Contracting Officer, any time the Program Manager (the initial Program Manager or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, available award fee described in Section B, will be permanently reduced by $100,000 for each and every occurrence of a change to the Program Manager.

(2) Notwithstanding approval by the Contracting Officer, any time a Key Person other than the Program Manager (any initial Key Person or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, available award fee described in Section B, be permanently reduced by $50,000 for each and every occurrence of a change to the Key Person.

(3) The contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in contract fee. Such written request shall include the factual basis for the request. The Contracting Officer shall have unilateral discretion to make the determination to waive or not waive all or part of a reduction in contract fee.

(e) Key Personnel for this Contract

The Contracting Officer and/or the contractor may request approval to amend the list of Key Personnel during the course of the contract to add or delete Key Personnel. The following is the current list of Key Personnel for this contract:

Name	Position
Jeff Biagini	Program Manager
Craig Niemeyer	Moab Operations Manager
Michael McDonald	ESH&Q Manager

H.42 Government-Furnished Property (GFP)

Government furnished property are provided in Section J, Attachment J-C. 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 GFP. To manage the GFP to be furnished under the contract and to evaluate the additional GFP that may be requested by the contractor, the contractor shall submit for DOE approval:

- GFP Request: 12-month advance projection of GFP to be furnished under the contract and additional contractor-requested GFP, prior to each fiscal year;
- Information that supports the improved performance for the cost saved as a result of having the requested GFP, and
- GFP Request -- Update: quarterly update to the projection of GFP to be furnished under the contract and additional contractor-requested GFP, prior to each quarter.

DOE will review the 12-month and quarterly advance projections. If it is determined to be in the best interest of the government, DOE will notify the contractor within 30 days that the additional contractor-requested GFP can be provided, and will provide the contractor details regarding the DOE action(s). The supported GFP will be added to Attachment J-C, Government-Furnished Services and Information (GFP), 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 GFP cannot be provided, and there will be no DOE commitment to the contractor to furnish the GFP.

For the additional contractor requested GFP, DOE will use its best efforts to meet these requests; however, in the event that DOE is unable, for any reason, to provide the contractor with its requested additional GFP, 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.

H.43 CONTRACTOR RECOGNITION

The Government may offer the contractor or to its employees, signs of recognition or appreciation for exceptional performance. In no case shall these signs nor statement or action of the Government serve as endorsement of that contractor or its employees, nor shall these actions constitute Government acceptance of the contractor or the contractor's performance unless made in writing by the Contracting Officer. Contractors shall not represent themselves as endorsed by the Government in any manner, including in any marketing or promotional materials.

H.44 USE OF GOVERNMENT VEHICLES BY CONTRACTOR EMPLOYEES (OCT 2014)

(a) The Government will provide Government-owned and/or –leased motor vehicles for the Contractor's use in performance of this contract in accordance with the clause FAR 52.251-2, Interagency Fleet Management System (IFMS) Vehicles and Related Services (JAN 1991).

(b) The Contractor shall ensure that its employees use and operate Government-owned and/or –leased motor vehicles in a responsible and safe manner to include the following requirements:

(1) Use vehicles only for official purposes and solely in the performance of the contract.
(2) Do not use vehicles for transportation between an employee's residence and place of employment unless authorized by the Contracting Officer.
(3) Comply with Federal, State and local laws and regulations for the operation of motor vehicles.
(4) Possess a valid State, District of Columbia, or commonwealth's operator license or permit for the type of vehicle to be operated.
(5) Operate vehicles in accordance with the operator's packet furnished with each vehicle.
(6) Use seat belts while operating or riding in a Government vehicle.
(7) Do not use tobacco products while operating or riding in a Government vehicle.
(8) Do not provide transportation to strangers or hitchhikers.
(9) Do not engage in "text messaging" while operating a Government vehicle, which includes those activities defined in the clause at FAR 52.233-18, Encouraging Contractor Policies to Ban Text Messaging While Driving.
(10) In the event of an accident, provide information as may be required by State, county or municipal authorities and as directed by the Contracting Officer.

(c) The Contractor shall -

(1) Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and

(2) Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract.

(d) The Contractor shall insert this clause in all subcontracts in which Government- owned and/or –leased vehicles are to be provided for use by subcontractor employees.

H.45 Assignment and Transfer of Contracts and Subcontracts (OCT 2014)

(a) Assignment of DOE Prime Contracts. During the period of performance of this contract, it may become necessary for the U.S. Department of Energy (DOE) to transfer and assign existing or future DOE prime contracts supporting site work to this contract. The Contractor shall accept the transfers and assignments of such contracts. Any recommendations and/or suggestions regarding individual transfers directed by DOE shall be submitted in writing to the Contracting Officer prior to the transfer or assignment.

(b) Transfer of Subcontracts. As the successor contractor, the Contractor agrees to accept the transfer of existing subcontracts as determined necessary by DOE for continuity of operations. The Contractor shall use its best efforts to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the Contracting Officer in writing. DOE reserves the right to direct the Contractor to transfer to DOE or another Contractor any subcontract awarded under this contract

SECTION I - CONTRACT CLAUSES

Section I of the ID/IQ Basic Contract is applicable in its entirety, with the exception of I.131, FAR 52.211-11, and is hereby incorporated by reference, unless otherwise noted. In addition, the following clauses will apply:

I.17 52.215-2 Audit and Records—Negotiation (MAR 2009)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs*. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the contractor's plants, or parts of them, engaged in performing the contract.

(c) *Cost or pricing data*. If the contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the contractor's records, including computations and projections, related to—

(1) The proposal for the contract, subcontract, or modification;
(2) The discussions conducted on the proposal(s), including those related to negotiating;
(3) Pricing of the contract, subcontract, or modification; or
(4) Performance of the contract, subcontract or modification.

(d) Comptroller General or Inspector General.

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, shall have access to and the right to—

(i) Examine any of the contractor's or any subcontractor's records that pertain to and involve transactions relating to this contract or a subcontract hereunder; and

(ii) Interview any officer or employee regarding such transactions.

(2) This paragraph may not be construed to require the contractor or subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) *Reports*. If the contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

(1) The effectiveness of the contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) *Availability*. The contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) (1) Except as provided in paragraph (g)(2) of this clause, the contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the government prime contract.

(2) The authority of the Inspector General under paragraph (d)(1)(ii) of this clause does not flow down to subcontracts.

I.159 CLAUSES INCORPORATED BY REFERENCE

This Task Order incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Designated Contracting Officer will make the full text available.

I.1a. - 52.203-14	**Display Of Hotline Poster(s) (April 2008)**
I-1b. - 52.222-22	**Previous Contracts And Compliance Reports (Feb 1999)**
I-1c. - 52.222-25	**Affirmative Action Compliance (April 1984)**
I-1d. - 52.222-26	**Equal Opportunity (Mar 2007)**
I-1e. - 52.222-39	**Notification Of Employee Rights Concerning Payment Of Union Dues or Fees (Dec 2004)**
I-1f. - 52.227-2	**Notice And Assistance Regarding Patent And Copyright Infringement (Dec 2007)**
I1-g. - 52.230-6	**Administration Of Cost Accounting Standards (Mar 2008)**
I1-h. - 52.230-7	**Proposal Disclosure - Cost Accounting Practice Changes (April 2005)**
I1-i. - 52.234-4	**Earned Value Management System (July 2006)**
I1-j. - 52.242-15	**Stop-Work Order (Aug 1989)**
I1-k. - 52.248-1	**Value Engineering (Feb 2000)**
I1-l. - 952.204-2	**Security Requirements (June 2009)**
I1-M- 52.251-1	**Interagency Fleet Management System (IFMS) Vehicles and Related Services (JAN 1991)**
I.38 - 52.222-6	**Davis-Bacon Act. (JUL 2005)**

I.160 52.243-6 Change Order Accounting (Apr 1984)

The Contracting Officer may require change order accounting whenever the estimated cost of a change or series of related changes exceeds $100,000. The contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

I.161 CLAUSES WITH FILL-IN INFORMATION FROM THE BASIC ID/IQ

(a) I.57 FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)

Description	Category	Rate
Laborers (General/Maintenance)	WG 2	$12.45
Security Officer	GS 5	$15.00
Truck Driver	WG 7	$19.65
Heavy Equipment Operators	WG 8	$21.09
Mechanic	WG 10	$23.96
Health and Safety Personnel	GS 5	$15.00
Field Technician (Hand held sampling)	GS 5	$15.00
Radiological Control Personnel	GS 5	$15.00

(b) FAR 52.222-43 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (SEP 2009)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1 of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of $4.00 per hour. The Contractor chose to pay $4.10. The new wage determination increases the minimum rate to $4.50 per hour. Even if the Contractor voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $.40 per hour;

(2) An increase or decrease wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment in its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(c) I.58 FAR 52.222-49 Service Contract Act-Place of Performance Unknown (MAY 1989)

Place of performance is Moab and Crescent Junction, UT.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J-A	Task Order Deliverables/Submittals
J-B	List of Required Compliance Documents
J-C	Government Furnished Property (GFP)
J-D	U.S. Department of Labor Service Contract Act & Davis-Bacon Act Wage Determinations
J-E	Interface Requirements Matrix and Government Furnished Services
J-F	Performance Guarantee Agreement
J-G	Performance Evaluation Management Plan

ATTACHMENT J – A - TASK ORDER DELIVERABLES/SUBMITTALS

The following items are project submittals necessary for the implementation and execution of the Performance Work Statement (PWS) and other sections of this Request for Task Order Proposals.

This attachment does not include all required deliverables identified in the contract, DOE directives, federal regulations, or regulatory documents**.** NOTE: The table below is a listing of deliverables. Any deliverables required by any provision/clause/directive of the contract not listed in the table does not relieve the Contractor of the requirement to provide that deliverable. The contractor shall be responsible for the compliance with all applicable standards, orders and regulations under the contract.

Deliverables are considered contractor endpoints, work scope completions, products, reports or commitments that shall be delivered to DOE. The types of DOE action are defined as:

- Approval – The contractor shall provide the deliverable to DOE for review and approval. The contractor is responsible for obtaining DOE approval. The initial deliverable shall be of sufficient quality, depth, thoroughness, and format to support DOE approval. DOE will review the deliverable and provide comments in writing. DOE comments will be discussed with the contractor and the contractor shall provide written responses. The contractor shall re-write the documents to incorporate all DOE mandatory comments. Once DOE approves a deliverable or document, the contractor shall place it under change control and shall make no changes to that document without further DOE approval.

- Information – The contractor shall provide the deliverable to DOE for information purposes. DOE will have the option of reviewing the information and providing comments. The contractor shall respond to all written comments.

	Deliverable Reference	Deliverable	DOE Action	Deliverable Due Date[1]
1.	C.2.1	**Transition Plan**	FPD Approval	10 days after task order award
2.	C.2.1	**Readiness Assessment and Notification**	FPD Approval	40 days after task order award
3.	C.2.2	**Facility/Ground Maintenance Plan**	FPD Approval	30 days after task order award, updated as necessary
4.	C.2.3.1	**Excavation Plan:** Planned excavation sequence, mixing of materials, segregation of oversize materials, and water management.	FPD Approval	30 days after task order award, updated as necessary
5.	C.2.3.1	**Interim Completion Reports:** Document RRM excavated, shipped, and disposed.	FPD Approval	Annually
6.	C.2.3.1	**Waste Management Plan**	FPD Approval	Updated as necessary
7.	C.2.3.1	**Interim Radiological Completion Reports:** Radiological Completion Reports for off-pile areas at the Moab site.	FPD Approval	60 days following verification sampling
8.	C.2.5	**Transportation Plan**	FPD Approval	30 days after task order award, updated as necessary
9.	C.2.7.1	**Annual Site Environmental Report**	FPD Approval	Annually
10.	C.2.7.5	**Storm Water Pollution Prevention Data:** Documentation that SWP3 controls are compliant.	FPD Information	Monthly

[1] All days refer to calendar days.

	Deliverable Reference	Deliverable	DOE Action	Deliverable Due Date[1]
11.	C.2.7.5	**Air Monitoring Data:** Air monitoring program data.	FPD Approval	Quarterly
12.	C.2.7.4 and H.17	**Performance Management Baseline:** Includes technical scope, schedule, and budget, PBS, WBS definition, dictionary, cost estimates and basis, milestones, quantitative metrics.	FPD Approval	Within 120 days of task order award, updated as necessary
13.	C.2.7.4 and H.17	**Risk Management Plan:** Project cost and schedule uncertainties, mitigation, and management plan.	FPD Approval	Within 120 days of task order award, updated as necessary
14.	C.2.7.4 and H.17	**Project Management Systems Description including Change Control:** Per requirements of DOE O 413.3A	FPD Approval	Within 90 days of task order award, updated as necessary
15.	C.2.7.4 and H.17	**Weekly Project Status Report:** Narrative report on project status and issues.	FPD Information	Weekly
16.	C.2.7.4 and H.17	**Monthly Status Report:** Cost and schedule variance, status of major milestones, critical technical or programmatic issues.	CO, FPD Information	7 days prior to the IPABS-PEM earned value management due date
17.	C.2.7.4 and H.17	**Annual Work Plans:** Define work to be performed and resources.	FPD Approval	Annually
18.	C.2.7.5	**Quality Assurance Plan:** Assurance system per DOE Order 226.1.	FPD Approval	30 days after task order award, updated as necessary
19.	C.2.7.5	**Health and Safety Plan**	FPD Approval	30 days after task order award, updated as necessary

	Deliverable Reference	Deliverable	DOE Action	Deliverable Due Date[1]
20.	C.2.7.5	**Emergency Plan**	FPD Approval	30 days after task order award, updated as necessary
21.	C.2.7.5	**Integrated Safety Management System**	CO Approval	30 days after task order award, updated as necessary
22.	C.2.7.5	**Radiation Protection Program Documents**	FPD Approval	30 days after task order award, updated as necessary
23.	C.2.7.6	**Records Management**: Includes document control systems and processes	FPD Information	30 days after task order award, updated as necessary
24.	H.42	**Government Furnished Property (GFP) 12-month Advanced Projection** Request and Updates	FPD Approval	Initial and Quarterly as required
25.	G.1	**Submission of Cost Invoices**	CO Approval	Up to bi-Monthly
26.	C.2.7.4 and H.17	**Earned Value Management System (EVMS) Certification**	CO Approval	6 months after task order award

ATTACHMENT J – B - LIST OF REQUIRED COMPLIANCE DOCUMENTS

List A

In accordance with Section I, clause 970.5204-2, the contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by appropriate regulatory agency. Omission of a Law or Regulation is not intended to imply that the law is not applicable to this contract.

All Federal regulations and State equivalent regulations apply to this contract. Federal Regulations include but are not limited to the following:

10 CFR 820	Procedural Rules for DOE Nuclear Activities
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	Beryllium Disease Prevention Programs
10 CFR 851	Worker Safety and Health Program
10 CFR 708	DOE Contractor Employee Protection Program
40 CFR 192 Subpart A, B and C	Uranium Mill Tailings Radiation Control Act (UMTRCA)
48 CFR Part 970.5203-2	Performance Improvement and Collaboration
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)
48 CFR Part 970.5223-1	Integration of Environmental, Safety, and Health into the Work Planning and Execution

List B

The DOE directives listed in the table below contain requirements relevant to the scope of work in Task Orders. In most cases, the requirements applicable to the Contractor are contained in a Contractor Requirements Document (CRD) attached to the DOE directive. The Contractor is encouraged to continuously evaluate the work scope and task order requirements for opportunities to improve efficiency or creativity and propose alternative

methods to those specified in the DOE directives to the DCO for review and possible modification of the contract. DOE has an extensive inventory of guides, standards, and manuals. It is intended for the contractor to make use of these resources and incorporate them in to the contractor's program, to comply with the requirements of this contract. DOE has listed for convenience several of the standards, guides, and handbooks the contractor is expected to follow during the performance of Task Orders. Use of alternate methods is encouraged to improve efficiency; however, use of alternate methods shall be brought to the attention of the DCOR for review, comment, and approval prior to use.

LIST OF APPLICABLE LAWS AND REGULATIONS

DOE Orders Applicable to Department of Energy, Office of Environmental Management

Order No.	Subject	Dated
DOE O 110.3A	Conference Management	01-25-07
DOE O 130.1	Budget Formulation Process	09-29-95
DOE O 142.3A	Unclassified Foreign Visits and Assignments	10-14-10
DOE O 144.1, Admin Chg 1	Department of Energy American Indian Tribal Government Interactions and Policy	1-16-09
DOE O 150.1	Continuity Programs	5-8-08
DOE O 151.1C	Comprehensive Emergency Management System	11-02-05
DOE O 200.1A	Information Technology Management	12-23-08
DOE O 203.1	Limited Personal Use of Government Office Equipment Including Information Technology	01-07-05
DOE M 200.1-1 Chapter 9	Telecommunications Security Manual, Chapter 9, Public Key Cryptography and Key Management	2-15-00
DOE M 205.1-6 Admin Chg 2	Media Sanitization Manual	3-8-07
DOE M 205.1-7 Admin Chg 2	Security Controls for Unclassified Information Systems Manual	1-5-09
DOE M 205.1-8 Admin Chg 2	Cyber Security Incident Management Manual	1-8-09
DOE N 206.4	Personnel Identity Verification Program	6-29-07
DOE O 206.1	Department of Energy Privacy Program	1-16-09
DOE O 206.2	Identity, Credential and Access Management	2-19-2013
DOE O 210.2	DOE Corporate Operating Experience Program	6-12-06
DOE O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of the Inspector General	4-19-08
DOE O 221.2A	Cooperation with Office of Inspector General	2-25-08
DOE O 225.1A	Accident Investigations	11-26-97
DOE O 226.1B	Implementation of DOE Oversight Policy	4-25-11
DOE M 231.1-1A	Environment, Safety, and Health Reporting Manual	3-19-04
DOE O 232.2	Occurrence Reporting and Processing of Operations Information	
DOE O 241.1A	Scientific and Technical Information Management	10-14-03
DOE G 242.1-1	Forms Management Guide for Use with DOE O 200.1	05-08-00
DOE O 243.1A	Records Management Program	11-2-11
DOE O 243.2	Vital Records	2/2/06
DOE O 413.1B	Internal Control Program	10-28-08
DOE O 413.3B	Program and Project Management for the Acquisition of Capital Assets	11-29-10
DOE O 414.1C	Quality Assurance	06-17-05
DOE O 420.1B Chg 1	Facility Safety	4-19-10

Order No.	Subject	Dated
DOE O 422.1	Conduct of Operations	6-29-10
DOE O 430.1B	Real Property Asset Management	2-8-08
DOE O 430.2B	Departmental Energy, Renewable Energy and Transportation Management	2-27-08
DOE O 435.1	Radioactive Waste Management	08-28-01
DOE G 435.1-1	Crosswalk Tables DOE O 5820.2A vs. DOE O 435.1/M 435.1-1	07-09-99
DOE M 435.1-1, Chg1	Radioactive Waste Management Manual	06-19-01
DOE G 440.1-8	Implementation Guide for Use with 10 CFR Part 851, Worker Safety and Health Program	12-27-06
DOE O 442.1A	Department of Energy Employee Concerns Program	06-06-01
DOE O 450.1A	Environmental Protection Program	6-4-08
DOE G 450.1-1A	Implementation Guide for Use with DOE O 450.1, Environmental Protection Program	10-24-05
DOE G 450.1-2	Implementation Guide for Integrating Environmental Management Systems into Integrated Safety Management Systems	08-20-04
DOE M 450.4-1	Integrated Safety Management System Manual	11-01-06
DOE O 460.1C	Packaging and Transportation Safety	5-14-10
DOE G 460.1-1	Packaging and Transportation Safety	06-05-97
DOE O 460.2A	Departmental Materials Transportation and Packaging Management	12-22-04
DOE G 460.2-1	Implementation Guide for Use with DOE O 460.2, Departmental Materials Transportation and Packaging Management	11-15-96
DOE M 460.2-1A	Radioactive Material Transportation Practices	6-4-08
DOE O 470.2B	Independent Oversight and Performance Assurance Program	10-31-02
DOE M 470.4-2A	Physical Protection	7-23-09
DOE M 470.4-4A Chg 1	Information Security Manual	10-12-10
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information	3-1-10
DOE O 471.3	Identifying & Protecting Official Use Only	4-9-03
DOE M 471.3-1	Manual for Identifying and Protecting Official Use Only Information	4-9-03
DOE O 475.1	Counterintelligence Program	12-10-04
DOE O 522.1	Pricing of Departmental Materials and Services	11-03-04
DOE O 534.1B	Accounting	01-06-03
DOE O 551.1C	Official Foreign Travel	6-24-08
DOE O 580.1 Chg 1	Department of Energy Personal Property Management Program	5-8-08
DOE G 580.1-1	Department of Energy Personal Property Guide	12-07-05
DOE O 1450.4	Consensual Listening-in to or Recording Telephone/Radio Conversations	11-12-92

ATTACHMENT J – C - LIST OF GOVERNMENT FURNISHED PROPERTY

Government Furnished Services, Items, and Equipment Summary					
	Equipment or Facility	Location	Quantity	Owned/ Leased	By
	Office Space, 8387 sq.. Ft.	Grand Junction, CO	1	Leased	DOE
	Access Road	CJ	1	Owned	DOE
	Construction Water Line, including 1-20HP vertical turbine pump at Green River inlet, 4 booster pumps (1-25HP, 3-20HP) and approx. 21 miles of 6" HDPE buried pipeline and feed water storage pond	CJ	1	Owned	DOE
	Generators - for water line booster pumps	CJ	4	Owned	DOE
	Generator - 40 Kw Pow'r Guard	CJ	1	Owned	DOE
	Weather Station	Crescent Junction, UT	2	Owned	DOE
	Fence (Site perimeter and trailer staging area)	CJ	2	Owned	DOE
	Propane Tanks - 250 gallon	CJ	3	owned	DOE
	Propane Tank for Maintenance Building Heat - 2000 gallon.	CJ	1	Owned	DOE
	Maintenance Bldg	CJ	1	Owned	DOE
	Portable Diesel Powered Heaters - used at wet decon	CJ	1	Owne	DOE
	Man Huts for Decon Personnel	CJ	3	Owned	DOE
	Steel Dump Ramps	CJ	4	Owned	DOE
	Decon Sheds	CJ	3	Owned	DOE
	Potable Water Line, 3" PVC pipeline approx. 7 miles from Thompson Springs to Crescent Junct.	CJ	1	Owned	DOE
	Guard Shack	CJ	1	Owned	DOE
	Retention Pond, incl. truck fill stand (gravity fed from pond), 9,000,000 gals.	CJ	1	Owned	DOE
	Site Admin Trailer	CJ	1	Owned	DOE
	Site Conference Trailer	CJ	1	Owned	DOE
	Site DOE Trailer	CJ	1	Owned	DOE
	Radiological Access Control Trailer	CJ	1	Owned	DOE
	Site RadCon Office Trailer	CJ	1	Owned	DOE
	Men's / Women's Restroom Trailer	CJ	1	Owned	DOE
	Conex Boxes equipment, tools, PPE	CJ	3	Owned	DOE
	Radiological Access Control Trailer	Moab, UT	1	Owned	DOE

Government Furnished Services, Items, and Equipment Summary					
	Equipment or Facility	Location	Quantity	Owned/ Leased	By
	Conex Boxes equipment, tools, PPE	Moab, UT	5	owned	DOE
	Conference Trailer	Moab, UT	1	Owned	DOE
	Contaminated Pond on top of RRM Pile	Moab, UT	1	Owned	DOE
	Decontamination Pad Trailer	Moab, UT	1	Owned	DOE
	Decontamination Pad, including recirculations pond and 10-HP pump	Moab, UT	1	Owned	DOE
	DOE Trailer	Moab, UT	1	Owned	DOE
	Fence, Site Perimeter	Moab, UT	1	Owned	DOE
	Field Services Lab Trailer (TAC controlled property - equipment shared with RAC)	Moab, UT	1	Owned	DOE
	Haul Road	Moab, UT	1	Owned	DOE
	Portable Light Plants	Moab, UT	14	Leased	RAC
	Guard Shack	Moab, UT	1	Owned	DOE
	Underpass	Moab, UT	1	Owned	DOE
	Portable Diesel Powered Heaters - used decon and lidding	Moab, UT	2	Owned	DOE
	Propane Tank for Maintenance Building / Lidding Building Heat - 1000 gallon.	Moab, UT	2	Owned	DOE
	Maintenance Bldg	Moab, UT	1	Owned	DOE
	Men's Restroom Trailer	Moab, UT	1	Owned	DOE
	Men's/Women's Restroom Trailer	Moab, UT	1	Owned	DOE
	Project Support 2 Trailer	Moab, UT	1	Owned	DOE
	Project Support 1 Trailer (some TAC personnel housed)	Moab, UT	1	Owned	DOE
	Queue Radiological Control Access Trailer	Moab, UT	1	Owned	DOE
	Queue Area Conference Trailer	Moab, UT	1	Owned	DOE
	Queue Restroom Trailer	Moab, UT	1	Owned	DOE
	Man Lifts for Container Lining	Moab, UT	2	Leased	RAC
	Lidding / De-Lidding Facility - 2 cranes	Moab, UT	1	Owned	DOE
	Container Rinse System incl 2 6800 gal tanks and 75 HP pump	Moab, UT	1	Owned	DOE
	Potable Water System (3 tanks, pumps - admin and queue	Moab, UT	2	Owned	DOE
	River inlent Pump System, includ 2-20HP vertical turbine pumps and feed storage pond (includ 1-10HP pump feeds well field infiltration trench, 1-15HP pump feeds reveg irrigation system, 1-20HP pump feeds truck water fill station, 1-5HP pump feeds well field irrigation plots)	Moab, UT	1	Owned	DOE
	Compressor Ingersoll Rand	Moab, UT	2	Owned	DOE
	Atlas Building / Warehouse	Moab, UT	1	Owned	DOE
	Soils Testing Lab (in Atlas Building)	Moab, UT	1	Owned	DOE
	Weather Station	Moab, UT	2	Owned	DOE

Government Furnished Services, Items, and Equipment Summary					
	Equipment or Facility	**Location**	**Quantity**	**Owned/ Leased**	**By**
	Cat 825 Compactor	CJ	1	Owned	DOE
	CAT 416 Backhoe - 1989				
	Truck Scale	Moab	1	Owned	DOE
	Container racks (1 set of 8)	Moab	1	Owned	DOE
	Container Maintenance Racks	Moab	2	Owned	DOE
	Container Maintenance Rack	CJ	1	Owned	DOE
	Tank, cylindrical, vertical for MgCl srorage	Moab	1	Owned	DOE
	Fuel Tanks, 500 gallon on stand	Moab	2	Owned	DOE
	Fuel Tanks, 500 gallon on stand	CJ	2	Owned	DOE
	Gantry Crane	Moab	1	Owned	DOE
	Komatsu 275 Ax Dozer	CJ	1	Owned	DOE
	Lidding De-Lidding Building with 2 Cranes	Moab	1	Owned	DOE
	Locomotives	Potash, UT	2	Owned	DOE
	Power washer	CJ	1	Owned	DOE
	Trailer 6200 - gal for potable water hauling	Moab	1	Owned	DOE
	Trash Pump - Gorman Rupp - 4 inch	Moab, UT	1	Owned	DOE
	Centifugal Pmp - Power Prime - 4 in	Moab, UT	1	Owned	DOE
	Power washers	Moab	2	Owned	DOE
	Mack RD6885 4000 gal. water truck (2004)	Moab	1	Owned	DOE
	Peterbuilt T-800 4000 gal. water truck (1989)	Moab	1	Owned	DOE
	Peterbuilt PB 330 4000 gal. water truck (2000)	Moab	1	Owned	DOE
	Vehicles				
	Van, Dodge 1994 Ram	Moab	1	Owned	DOE
	Van, Dodge 1992 Ram 350	Moab	1	Owned	DOE
	Chevrolet Blazer, 2002	CJ	1	Owned	DOE
	Ford Escape, 2009	Grand Junction	1	Owned	DOE
	Chevrolet Blazer, 1990 1500	Moab	1	Owned	DOE
	Ford Expedition, 2001	Moab	1	Owned	DOE
	Dodge Ram Pick Up, 1988	CJ	1	Owned	DOE
	Jeep Pick Up, Utility Truck, 1980	Moab	1	Owned	DOE
	Mule, Kawaski	Moab	3	Owned	DOE

Government Furnished Services, Items, and Equipment Summary					
	Equipment	**Location**	**Quantity**	**Owned/ Leased**	**By**
	Air Monitoring Stations				
	Meteorology Stations	Crescent Junction, UT/Moab, UT	4	Owned	DOE
	14 air monitoring stations both on and off-site. 36 TLD stations (see detailed list)	Crescent Junction, UT/Moab, UT	14	Owned	DOE
	TLD/ Radon cup monitoring stations	Crescent Junction, UT/Moab, UT	36	Owned	DOE
	Soils Lab Equipment	Moab / CJ		Owned	DOE
	See Detailed List				
	Radiological Control Equipment				
	Numerous detection instruments including 4 whole body monitors. (See Detailed List)	Moab, UT		Owned	DOE
	Telecom / Computer Equipment				
	Includes local exchange carrier provided services, PBX extensions, cell phones, and radios / and computers. (See Detailed List)	Grand Junction, CO/Crescent Junction, UT/Moab, UT		Owned	DOE

Soils Lab Equipment				
Suppliers	**Make**	**Model**	**Comments**	
Quincy Labs		21-350	Oven for Proctor samples	1
A&D Co. Ltd	AND	GP20K	Scale-20Kg	2
Gilson	Soil-Test		5lbs. Proctor Manual Hammer	1
Geotest	Soil -Test	8717	Sample Extruder	1
Haus		CT1200-S	Scale 1200g	1
Gilson		3/4"	Sieve set #1 - 3/4"	3
Gilson		3/8"	Sieve set #1- 3/8"	3
Gilson		#4	Sieve set #1 - #4	3
		#10	Sieve	1
Sartorius	Digital Balance	IB31000P	Not working-Out of Service	1
Preiser Scientific Inc			Large Soil drying oven	1
Panasonic	Toughbook	CXF-30	Notebook Lab Computer	1
Gilson	Soil-Test	HMA-111	4" Proctor Mold	2
Gilson	Soil-Test	LM-1	6" Proctor Mold	2
H&B Instrument	Enviro Kleen	Part 20515	Calibrated Thermometer	2
Humboldt	H4330		12" Sieve Shaker	1
Microwave Ovens			Microwave Oven	3
SoilTest			Sand Cone Apparatus	1
QC Lab			Glass Plate for Sand Cone Calibration	1

Radiological Control Equipment				
Location	**Equipment Description**	**Quantity**	**Owned/ Leased**	**By**
Moab, UT	Canberra whole body frisker	1	Owned	DOE
Moab, UT	Bicron Scintillation	10	Owned	DOE
Moab, UT	Bios International Defender 510 H&S Owns	1	Owned	DOE
Moab, UT	Canberra Counter	1	Owned	DOE
Moab, UT	Aptec Whole Body Frisker	2	Owned	DOE
Moab, UT	Eberline Ion Chamber	4	Owned	DOE
Moab, UT	Ludlum Meter	33	Owned	DOE
Moab/CJ	Ludlum 3030 Scaler	10	Owned	DOE
Moab/CJ	Ludlum 2929 Scaler	10	Owned	DOE
Moab/CJ	Ludlum 2360	8	Owned	DOE
Moab, UT	Ludlum Probe	34	Owned	DOE
Moab, UT	Radeco Air Sampler	5	Owned	DOE
Moab, UT	Thermos Meter (radiametr)	3	Owned	DOE
Moab, UT	Thermos Probe	2	Owned	DOE
Moab, UT	Pylon Meter Model WLX	4	Owned	DOE
Moab, UT	Pylon Portable Radiation Monitor AB-5	2	Owned	DOE
Moab, UT	Gillian PAS	16	Owned	DOE
Moab, UT	Gillian Flow Meter	3	Owned	DOE
Moab, UT	Gillian Flow Cell	1	Owned	DOE
Moab, UT	Gillian Sensor Block	1	Owned	DOE
Moab, UT	Gillian Bubble Generator	1	Owned	DOE
Moab, UT	Hi-Q PSU-2	4	Owned	DOE
Moab, UT	DMG 200 Dosimeter	24	Owned	DOE
Moab/CJ, UT	Durrage Rad-7	10	Owned	DOE
Moab, UT	Eberline whole body frisker	2	Owned	DOE
Totals				
Crescent Junction, UT	Ludlum Scaler	5	Owned	DOE
Crescent Junction, UT	Ludlum Probe (Shielded)	1	Owned	DOE
Crescent Junction, UT	Ludlum Probe	5	Owned	DOE
Moab/CJ	Gillian PAS	25	Owned	DOE
Moab/CJ	Hi-Q PSU-2	15	Owned	DOE
Moab/CJ	Durrage Rad-7	10	Owned	DOE
	Total	253		

Telecommunications / Computers				
Location	Equipment Description	Quantity	Owned/Leased	By
Crescent Junction, UT	**Desk Telephones**			
	22 Digital, 2 Analog, 2 VoIP	27	Owned	DOE
Crescent Junction, UT	**Radios**			
	Radio Base Station	1	Owned	DOE
	Stationary Mobile Radio,QC Trailer	1	Owned	DOE
	Hand-held Radios for RAC/TAC DOE	55	Owned	DOE
	Mobile Radios in Large Equipment	16	Owned	DOE
Grand Junction, CO	**Desk Telephones**			
	45 Digital, 13 Analog	58	Owned	DOE
Grand Junction, CO	**Radios**			
	Mobile Radios in GSA Vehicles	3	Owned	DOE
	Hand Held Radios	3	Owned	DOE
Moab, UT	**Desk Telephones**			
	74 Digital, 10 Analog	84	Owned	DOE
Moab, UT	**Radios**			
	Radio Base Station	1	Owned	DOE
	Stationary Mobile Radios for RAC/TAC (Lidding Building)	1	Owned	DOE
	Hand-held Radios for RAC/TAC DOE	96	Owned	DOE
	Mobile Radios in Large Equipment	10	Owned	DOE
all 3 Sites	**Cell Phones**			
	49 cell phones, 17 smart phones, 1 air card	66	Owned	DOE
Total		**422**		
	Computers			
Cresent Junction, UT	21 Work Stations	21	Owned	DOE
Grand Junction, CO	7 Work Stations, 2 Laptops	9	Owned	DOE
Moab, UT	51 Work Stations, 7 Laptops	58	Owned	DOE
	Audio Visual Equipment			
Crscent Junction, UT	1 Projector, 1 portable screen			
Moab, UT	2 Projectors, 1 Portable Screen, 1 Wall Mounted pull down screen			
Total		**88**		

ATTACHMENT J – D - U.S. DEPARTMENT OF LABOR SERVICE CONTRACT ACT WAGE DETERMINATION

WD 96-0224 (Rev.-29) was first posted on www.wdol.gov on 06/25/2013
Hazardous Waste Pickup/Disposal Services

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REGISTER OF WAGE DETERMINATIONS UNDER  |      U.S. DEPARTMENT OF LABOR
        THE SERVICE CONTRACT ACT       | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor |       WAGE AND HOUR DIVISION
                                       |       WASHINGTON, D.C. 20210
                                       |
                                       |
Diane C. Koplewski   Division of Wage  | Wage Determination No: 1996-0224
Director             Determinations    |           Revision No: 29
                                       |      Date Of Revision: 06/19/2013
-------------------------------------------------------------------------------
NATIONWIDE: Applicable in the continental U.S. and Hawaii
Regions are define as follows:
MIDWEST REGION: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri,
Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin;
NORTHEAST REGION: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey,
New York, Pennsylvania, Rhode Island, and Vermont;
SOUTH REGION: Alabama, Arkansas, Delaware, District of Columbia, Florida,
George, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma,
South Carolina, Tennessee, Texas, Virginia, and West Virginia;
WEST REGION: Arizona, California, Colorado, Idaho, Montona, Nevada, New Mexico,
Oregon, Utah, Washington, and Wyoming. , Washington, Wyoming
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Fringe Benefits Required Follow the Occupational Listing

Employed on contracts for removal of oil spills, hazardous waste materials and related cleanup services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
23440 - Heavy Equipment Operator		
MIDWEST REGION		28.56
NORTHEAST REGION		27.13
SOUTH REGION		24.88
WEST REGION		28.01
23470 - Laborer		
MIDWEST REGION		16.07
NORTHEAST REGION		16.46
SOUTH REGION		12.54
WEST REGION		14.35
30090 - Environmental Technician		
MIDWEST REGION		25.42
NORTHEAST REGION		27.06
SOUTH REGION		24.10
WEST REGION		25.58
31010 - Airplane Pilot		27.51
31361 - Truckdriver, Light		
MIDWEST REGION		14.49
NORTHEAST REGION		18.18
SOUTH REGION		11.78
WEST REGION		12.26
31362 - Truckdriver, Medium		
MIDWEST REGION		23.37
NORTHEAST REGION		23.41
SOUTH REGION		19.88
WEST REGION		21.95
31363 - Truckdriver, Heavy		

MIDWEST REGION	24.49
NORTHEAST REGION	24.59
SOUTH REGION	20.83
WEST REGION	23.04

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of $3.81 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 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 ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, 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)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 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)

HEALTH & WELFARE (Hawaii): $1.55 per hour, or $62.00 per week, or $268.66 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be $3.81 per hour.

** 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.

U.S. Department of Labor
Davis-Bacon Act Wage Determination

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General Decision Number: UT100068 07/09/2010  UT68

Superseded General Decision Number: UT20080068

State: Utah

Construction Type: Heavy

Counties: Beaver, Emery, Grand, Kane, Piute and Wayne
Counties in Utah.


Including Natural Gas Pipeline Construction

Modification Number     Publication Date
          0              03/12/2010
          1              07/09/2010

* ENGI0003-046 07/01/2010

Excluding Natural Gas Pipeline Construction

                                  Rates          Fringes

OPERATOR:   Power Equipment
     (3)Backhoe/Excavator........$ 24.93            13.26
-----------------------------------------------------------------
* ENGI0003-054 02/02/2010

Natural Gas Pipeline Construction Only

                                  Rates          Fringes

OPERATOR:   Power Equipment
     Backhoe/Excavator/Trackhoe,
     Blade/Grader, Boom,
     Bulldozer, Crane,
     Mechanic, Trencher..........$ 35.10            12.49
     Oiler.......................$ 20.62             9.37
-----------------------------------------------------------------
 LABO0295-018 11/01/2007

Natural Gas Pipeline Construction Only

                                  Rates          Fringes

LABORER
     Chain Saw and Power Drill...$ 18.86             4.94
     Common or General, Nail
     gun, Pipelayer, Pot Tender..$ 17.61             4.94
     Formworker..................$ 18.61             4.94
     Powderman...................$ 19.36             4.94
     Sandblaster.................$ 18.36             4.94
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  SUUT2008-033 08/19/2008
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	Rates	Fringes
CARPENTER, Including Form Work (Excluding Natural Gas Pipeline Construction Form Work)	$ 14.75	3.03
CEMENT MASON/CONCRETE FINISHER	$ 14.00	0.56
LABORER: Mason Tender - Cement/Concrete	$ 9.00	0.36
LABORER: Common or General (Excluding Natural Gas Pipeline Construction)	$ 10.92	0.00
LABORER: Pipelayer (Excluding Natural Gas Pipeline Construction)	$ 9.00	0.00
OPERATOR: Roller (Dirt and Grade Compaction)	$ 10.89	0.00
OPERATOR: Trackhoe (Excluding Natural Gas Pipeline Construction)	$ 13.63	0.00
OPERATOR: Blade/Grader (Excluding Natural Gas Pipeline Construction)	$ 13.61	0.00
OPERATOR: Front End Loader	$ 11.38	0.00
TRUCK DRIVER (Excluding Natural Gas Pipeline Construction)	$ 12.00	0.00

TEAM0222-020 11/01/2007

NATURAL GAS PIPELINE CONSTRUCTION ONLY

	Rates	Fringes
TRUCK DRIVER		
Group 1:		
Articulated End Dump, Low Boy, Rollagon or Similar type Equipment, Truck Mechanic	$ 27.14	8.74
Group 2:		
A-Frame, Challenger(For transportation purposes), Forklift, Fuel Truck, Gin Pole, Rubber-Tired Tractor, Tandem Float (4 & 5 Axle), Track Truck/All-Track Dumper Equipment, Vacuum Truck, Winch Truck	$ 26.68	8.74

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     Group 3:
      Ambulance , Bus, Dump
      Truck (2 and 3 axle),
      Flatbed Truck (2 and 3
      axle), Grease Truck, Hot
      Pass Truck (3 axle),
      Jeep, Pick-up, Single
      Axle Float (3 axle), Skid
      Truck (2 and 3 axle),
      Station Wagon, Stringer
      Bead & Hot Pass (2 axle),
      Swamp Buggy/ Marsh Buggy,
      or similar type
      equipment, Team Driver,
      Water Truck (2 and 3 axle).$ 26.39            8.74

Premium Pay:

Add $1.25 to the above Rate for the following classifications

          Group 1: Low Boy and Truck Mechanic
          Group 2: Stringer Truck
-----------------------------------------------------------------

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
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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)).

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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.

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                    WAGE DETERMINATION APPEALS PROCESS


1.) Has there been an initial decision in he 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

ATTACHMENT J – E - INTERFACE REQUIREMENTS MATRIX AND GOVERNMENT FURNISHED SERVICES

Services and activities listed in the Moab Project Interface Requirements Matrix and Government Furnished Services shall be performed in accordance with the Performance Work Statement. The Moab Project Interface Requirements Matrix and Government Furnished Services, identifies the key specific tasks and services that require interface and coordination with other site entities. The Moab Project Interface Requirements Matrix and Government Furnished Services may not represent all of the necessary interactions; therefore, the contractor is responsible to reach agreement with other site entities on any other necessary interfaces and/or the clause of services for the performance of the contractor's work.

Legend for Matrix – The Legend for the primary Matrix users/providers is as follows:

RAC	Remedial Action Contract(or)
TAC	Technical Assistance Contract(or)

Task (Interface)	RAC	TAC	PWS Requirements
Project Funding and Project Performance Information – Input into various DOE systems, such as the Integrated Planning, Accountability and Budgeting System (IPABS).	Provide information to the TAC for input into DOE systems.	Maintain and input project funding and performance information into DOE systems.	C.2.7.4
Implementation of safeguards and security in accordance with DOE M 470.4.	Provide security guard coverage to implement safeguards and security program. Keep property from being lost, stolen, misused, or damaged. Ensure RRM is kept contained, and no spillage occurs during shipping. Safeguarding property, as well as RRM, including during shipments.	Develop and manage safeguards and security program. Maintain property management records and Inventory. Provide security badges for DOE, RAC, TAC, subcontractors and visitors at all project sites	C.2.7.5
Site Access to Radiological Controlled Areas	Control access to radiological areas. Manage and stock the Radiological Control Access Trailer, issue radiological PPE and provide RadCon support. Implement badging requirements consistent with DOE M 470.4-2 at the Moab and Crescent Junction sites.	Provide training certification information for radiological area access	C.2.7.2
Project baseline and change control functions.	Provide information to TAC when requested, for the baseline, schedule, earned value, cost, and change control administrative functions.	Responsibility for Moab Project baseline, schedule, earned value, cost, and Change Control Administrative functions.	C.2.7.4
Computer equipment, hardware, software, IT support	Initiate requests for additional hardware and software through TAC's Help Desk. Safeguard equipment within its possession.	Provide all computer equipment, hardware and software. Process requests from RAC timely and in conformance with project's system configuration and software management processes when applicable. Responsible for IT infrastructure at all project sites, including computers, servers, and network internet access. Provide and maintain all radio communication systems.	C.2.7.3
Public Affairs functions	Provide information and support to DOE and the TAC in occasional stakeholder/public meetings, held primarily in Moab, UT.	Responsible for the overall Public Affairs functions for the project.	C.2.7.3
Records Management	Perform internal records management functions under the basic contract and provisions of this PWS. Provide official project records necessary for TAC's Records Management program and activities in accordance with the Records Management Plan	Develop and manage the records management program for the entire project IAW applicable DOE orders and regulations. Develop and maintain the Project's Record Management Plan and File Plans.	C.2.7.6

	and applicable File Plans.		
Real and Personal Property	Maintain accountability of assigned personal property. Provide facilities maintenance input to the TAC Property Manager as required. Comply with all GSA vehicle requirements as implemented by the TAC Property Manager.	Maintain DOE's Real and Personal Property Management Program, including fleet management and GSA-leased vehicles.	H.42
Document and Website Support	Adhere to requirements outlined in the Project's Document Production Manual and Document Style Guide.	Develop and maintain the Document Production Manual and Document Style Guide. Provide document production support, graphics and website development, reproduction and printing services, and technical writing services to DOE and RAC	C.2.7.3
Water Management	O&M evaporation ponds and associated evaporative equipment that is fed by the extraction and injection wells and manage tailings pore fluid.	Responsible for O&M of the extraction and injections wells, and groundwater sampling, analysis, and reporting. Performs groundwater, surface water and biota monitoring and prepares reports for its own monitoring activities.	C.2.3.3
Environment, Safety, Health and Quality (ESH&Q)	Responsible for ESH&Q within its own organization. Coordinate with TAC on project-related programmatic ESH&Q responsibilities. Perform environmental air monitoring. Coordinate with TAC to acquire water and biota data for preparation of ASER.	Overall project-wide and programmatic responsibility for ESH&Q. Responsible for its own safety performance and quality. Provide assistance as required by DOE to support project safety and quality efforts. Perform independent appraisal of work performed by RAC	C.2.7.5
Training	Obtain training as necessary. Provide subject matter experts to support the project's training program when required.	Provide all project-related training, including but not limited to OSHA requirements, DOE Rad Worker II, Exclusive Use Shipping Requirements, HAZMAT, and DOT Federal Motor Carrier Regulations. Maintain training records and data pertaining to training activities for all RAC, TAC, subcontractor, and DOE personnel	C.2.7.3
RAC Management Presence in Grand Junction	Have RAC management in Grand Junction Office.	Interface with RAC management.	
Vicinity Properties	Remediate VPs, as directed by CO	Perform Inclusion/Exclusion surveys on VP's, to determine RRM content. Conduct Independent Verification.	C.2.3.1

Task (Interface)	RAC	Union Pacific Railroad	PWS Requirements
Train movement coordination	Send UP paperwork on railcars/containers; take UP personnel to train when ready.	Provide personnel to move train; give authorization to move train. Perform main line maintenance and repairs.	C.2.5
Task (Interface)	**RAC**	**Grand County**	**PWS Requirements**
Information Sharing/Event Reporting	Provide information to TAC as events occur.	Notify Grand County when an abnormal event occurs. Forward information to county officials and provide filtered information to County officials and the public upon request.	C.2.7.5
Task (Interface)	**RAC**	**Local Emergency Response Entities**	**PWS Requirements**
Emergency Medical Response	Notify local responders in case of accident or injury. If injured party(ies) in Contaminated Area, move to a location that is accessible by the ambulance.	Respond to the site where medical emergency exists; provide medical treatment to injured person(s), and transport to medical facility if appropriate.	C.2.7.5

ATTACHMENT J – F
PERFORMANCE GUARANTEE AGREEMENT

This attachment has been deleted in its entirety.

ATTACHMENT J-G
PERFORMANCE EVALUATION MANAGEMENT PLAN (PEMP)

FY 2012 PEMP (Added in MOD 008)
FY 2013 PEMP (Added in MOD 025)
FY 2014 PEMP (Added in MOD 025)
FY 2015 PEMP (Added in MOD 047)