

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 06/26/2014		2. CONTRACT NO. (If any) DE-EM0000837		6. SHIP TO:	
3. ORDER NO. DE-DT0007583		4. REQUISITION/REFERENCE NO. 14EM002083		a. NAME OF CONSIGNEE	
5. ISSUING OFFICE (Address correspondence to) EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202				b. STREET ADDRESS	
d. CITY IDAHO FALLS		e. STATE ID	f. ZIP CODE 834051174		e. ZIP CODE
7. TO: JOHN BUKOWSKI				f. SHIP VIA	
a. NAME OF CONTRACTOR NORTH WIND, INC.				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS PO BOX 51174				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY IDAHO FALLS				<input checked="" type="checkbox"/> b. DELIVERY	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE EMCBC	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT Destination	
13. PLACE OF a. INSPECTION Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 1 Days After Award	
b. ACCEPTANCE Destination				16. DISCOUNT TERMS NET 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 91-1814578 DUNS Number: 799439658					
	Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:			
	a. NAME OR for EMCBC			\$25,717,949.99
	b. STREET ADDRESS (or P.O. Box) U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 5777			\$25,717,949.99
c. CITY Oak Ridge	d. STATE TN	e. ZIP CODE 37831		17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)

Lori Sehlhorst 6/26/14

23. NAME (Typed)
Lori A. Sehlhorst
TITLE: CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 06/26/2014	CONTRACT NO. DE-EM0000837	ORDER NO. DE-DT0007583
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>TASK ORDER PERIOD OF PERFORMANCE:</p> <p>The period of performance for the Task Order Transition Period (CLIN 00001) shall last for three months or less from the date of the issuance of the Notice To Proceed (NTP). The first day of the transition period will be the date of the issuance of the NTP, currently anticipated to be July 21, 2014.</p> <p>The period of performance for the Task Order Base CLINS (CLINS 00002 - 00004) shall be for three years from the end of the Transition Period. One option period, if exercised, will extend the term of the Task Order (CLINS 00005 through 00007) by two years in accordance with Section F.101.</p> <p>The period of performance dates for each of the D&D option CLINS 00008 through 00010 shall be stated within each Task Order modification that exercises the specific D&D option CLIN(s).</p> <p>The following period of performance dates are hereby established for CLINS 00001 - 00004: Period of Performance: 07/21/2014 to 09/30/2017</p>					
00001	<p>Section C.1.1 - Transition (90 days or less from Notice to Proceed) Line item value is:\$547,957.67 Incrementally Funded Amount: \$100,000.00</p> <p>Accounting Info: Fund: 01751 Appr Year: 2014 Allottee: 33 Report Entity: 490813 Object Class: 25422 Program: 1111508 Project: 0004380 WFO: 0000000 Local Use: 0000000 Funded: \$100,000.00</p>				547,957.67	
00002	<p>Section C.2.1.2 - Groundwater Management at Building 4024 Continued ...</p>				393,349.36	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$941,307.03	

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 06/26/2014	CONTRACT NO. DE-EM0000837	ORDER NO. DE-DT0007583
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Line item value is:\$393,349.36 Incrementally Funded Amount: \$0.00 Accounting Info: Fund: 00000 Appr Year: 2014 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00					
00003	Section C.2.2 - Groundwater (GW) Monitoring Activities Line item value is:\$518,651.86 Incrementally Funded Amount: \$0.00 Accounting Info: Fund: 00000 Appr Year: 2014 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00				518,651.86	
00004	Section C.1.2; C.2.1.1; C.3; C.4; and C.5 - General Environmental Monitoring, Surveillance and Maintenance Activities, Non D&D Waste Management Activities, Project Support Line item value is:\$5,103,210.38 Accounting Info: Fund: 00000 Appr Year: 2014 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00				5,103,210.38	
00005	Option: Section C.2.1.2 - Groundwater Management at Building 4024 Amount: [REDACTED] (Option Line Item)				[REDACTED]	
00006	Option: Section C.2.2 - Groundwater (GW) Monitoring Activities Amount: [REDACTED] (Option Line Item) Continued ...				[REDACTED]	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$6,224,962.62	

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 06/26/2014	CONTRACT NO. DE-EM0000837	ORDER NO. DE-DT0007583
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
00007	Option: C.1.2; C.2.1.1; C.3; C.4; and C.5 - General Environmental Monitoring, Surveillance and Maintenance Activities, Non D&D Waste Management Activities, Project Support Amount: [REDACTED] (Option Line Item)				[REDACTED]	
00008	Option: Section C.6.1, C.6.2, C.6.3, and C.6.4 for the D&D of the Hazardous Waste Management Facility (HWMF) Complex, the Sodium Pump Test Facility (SPTF), and the Former ETEC HQ and LMDL-2 Amount: [REDACTED] (Option Line Item)				[REDACTED]	
00009	Option: Section C.6.1, C.6.2, C.6.3, and C.6.4 for the D&D of the SNAP Environmental Test Facility (SETF) Amount: [REDACTED] (Option Line Item)				[REDACTED]	
00010	Option: Section C.6.1, C.6.2, C.6.3, and C.6.4 for the D&D of the Radioactive Materials Handling Facility (RMHF) Amount: [REDACTED] (Option Line Item)				[REDACTED]	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$18,551,680.34

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF TASK ORDER - ITEMS BEING ACQUIRED

- (a) This Task Order is a small business set aside containing Firm-Fixed-Price (FFP) and Fixed Unit Rate Price Contract Line Items (CLINs) that include Environmental Monitoring, Surveillance and Maintenance (S&M), Facility Maintenance and Infrastructure Support, Project Support, and Decontamination and Demolition (D&D) activities for the Energy Technology Engineering Center (ETEC). This Task Order shall be performed under Item 001, *Environmental Remediation Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Waste Management Services, and Regulatory Services*, of the U.S. Department of Energy (DOE) Environmental Management Nationwide Multiple Award Indefinite Delivery Indefinite Quantity (IDIQ) – Set-aside Contract (*herein referred to as the ID/IQ Basic Contract*).
- (b) The Contractor shall be responsible for planning, managing, integrating, and executing the work as described in Section C, Performance Work Statement (PWS) in a safe, efficient, and effective manner. The Contractor shall furnish all personnel, facilities, equipment, supplies, and services (except as furnished by the DOE) and otherwise do all the things necessary for, or incidental to, Task Order performance.
- (c) The Task Order contains CLINs for Decontamination and Demolition (D&D) activities work for which options may be exercised. Should an option be exercised for any of the D&D CLINs, the Contractor shall prepare D&D work plans, process work plan approval through the DOE and the California Department of Toxic Substances Control (DTSC), and provide the actual D&D effort for each facility designated in the CLIN option that was exercised. The contemplated D&D option CLINs are organized per facility D&D effort and shall be performed in the following sequential order: first CLIN 00008, then CLIN 00009 and lastly CLIN 00010. CLIN 00010 for RMHF shall be the last D&D work scope activity performed under the Task Order. The D&D options may be exercised at any time after January 1, 2016 and may be exercised concurrently during the Task Order period of performance based upon funding and necessary regulatory approvals. Prior to any D&D option being exercised, DOE must complete an Environmental Impact Statement (EIS) and issue a Record of Decision (ROD) pursuant to the National Environmental Policy Act (NEPA) requirements. Completing the EIS and issuing the ROD are DOE functions and are not included in this Task Order scope. Completion of these activities is currently anticipated by December 2015; therefore the Government does not anticipate exercising any D&D option prior to January 1, 2016.
- (d) DOE will make a single decision to exercise the options for CLINs 00005 – 00007, which will be issued to either extend, or not extend, all three of these CLINs.

B.2 TASK ORDER PRICE SCHEDULE

(a) The price schedule below sets forth the FFP and Fixed Unit Rate Price CLINs that include Transition, Environmental Monitoring, S&M, Facility Maintenance and Infrastructure Support, Project Support, and D&D activities for ETEC.

CLIN	Description of Services	Quantity	Unit	Total Firm Fixed Price
00001	Section C.1.1 – Transition (90 days or less from Notice to Proceed)	1	Lump Sum	<u>\$547,957.67</u> (FFP for CLIN 00001)
<i>TASK ORDER BASE CLINS 00002 – 00004 (36 MONTHS)</i>				
00002	<p>Section C.2.1.2 – Groundwater Management at Building 4024</p> <p>a. The Contractor shall perform the activities at Section C.2.1.2 for dispositioning 60,000 gallons of water over the three-year base period at the firm fixed price (FFP) specified for CLIN 00002. The FFP for CLIN 00002 will not be renegotiated unless the quantity to be dispositioned varies from the base quantity of 60,000 gallons by more than plus or minus 10% during the three-year base period in accordance with Section H.105 <i>Variation in Estimated Quantity</i></p> <p>b. DOE will pay the Contractor the FFP for CLIN 00002 to disposition 60,000 gallons of water plus or minus 10% over the three-year base period. Should the actual amount of water to be dispositioned over the three-year base period vary by more than plus or minus 10% from the base quantity of 60,000 gallons, DOE will renegotiate the FFP for this CLIN based on the fixed unit rate price per gallon as stated below. DOE will reimburse the Contractor on a fixed rate basis for quantities exceeding 66,000 gallons (60,000 + 10%) over the three-year period and will withhold payment from the Contractor on a fixed rate basis for quantities less than 54,000 gallons (60,000 - 10%) over the three-year period. The Contractor shall provide the fixed unit rate per gallon.</p> <p>Fixed Unit Rate Price per Gallon to Disposition: [REDACTED]</p>	60,000	Gallons	<u>\$393,349.36</u> (FFP for CLIN 00002)

CLIN	Description of Services	Quantity	Unit	Total Firm Fixed Price
00003	<p>Section C.2.2 – Groundwater (GW) Monitoring Activities</p> <p>a. The Contractor shall perform the GW monitoring activities at Section C.2.2 for 120 sampling events over the Task Order three-year base period at the FFP specified for CLIN 00003. The FFP for CLIN 00003 is based on both the different types of wells to be sampled and the corresponding analysis requirement activities. The FFP for CLIN 00003 will not be renegotiated unless the quantity of sampling events varies from the base quantity of 120 by more than plus or minus 5% during the three-year base period in accordance with Section H.105 <i>Variation in Estimated Quantity</i>.</p> <p>b. DOE will pay the Contractor the FFP for CLIN 00003 for 120 sampling events plus or minus 5% over the three-year base period. Should the actual number of sampling events over the three-year base period vary by more than plus or minus 5% from the base quantity of 120 sampling events, DOE will renegotiate the FFP for this CLIN based on the fixed unit rate price per sampling event as stated below. DOE will reimburse the Contractor on a fixed rate basis for quantities exceeding 126 sampling events (120 + 5%) over the three-year period and will withhold payment from the Contractor on a fixed rate basis for quantities fewer than 114 sampling events (120 - 5%) over the three-year period.</p> <p>Monitoring and Sampling Fixed Unit Rate Price Per Sampling Event: ██████████</p>	120	Sampling Events	<u>\$518,651.86</u> (FFP for CLIN 00003)
00004	Section C.1.2; C.2.1.1; C.3; C.4; and C.5 – General Environmental Monitoring, Surveillance and Maintenance Activities, Non D&D Waste Management Activities, Project Support	36	Months	<u>\$5,103,210.38</u> (FFP for CLIN 00004)
TASK ORDER OPTION CLINS 00005 – 00007 (24 MONTHS)				
00005	<p>Option: Section C.2.1.2 – Groundwater Management at Building 4024</p> <p>a. The Contractor shall perform the activities at Section C.2.1.2 for dispositioning</p>			

CLIN	Description of Services	Quantity	Unit	Total Firm Fixed Price
	<p>40,000 gallons of water over the two-year option period at the FFP specified for CLIN 00005. The FFP for CLIN 00005 will not be renegotiated unless the quantity to be dispositioned varies from the base quantity of 40,000 gallons by plus or minus 10% during the two-year option period in accordance with Section H.105 <i>Variation in Estimated Quantity</i>.</p> <p>b. DOE will pay the Contractor the FFP for CLIN 00005 to disposition 40,000 gallons of water plus or minus 10% over the two-year option period. Should the actual amount of water to be dispositioned over the two-year option period vary by more than plus or minus 10% from the base quantity of 40,000 gallons, DOE will renegotiate the FFP for this CLIN based on the fixed unit price per gallon as stated below. DOE will reimburse the Contractor on a fixed rate basis for quantities exceeding 44,000 gallons (40,000 + 10%) over the two-year period and will withhold payment from the Contractor on a fixed rate basis for quantities less than 36,000 gallons (40,000 - 10%) over the two-year period. The Contractor shall provide the fixed unit rate per gallon.</p> <p>Fixed Unit Rate Price per Gallon to Disposition: [REDACTED]</p>	40,000	Gallons	<p>[REDACTED] (FFP for CLIN 00005)</p>
00006	<p>Option: Section C.2.2 – Groundwater (GW) Monitoring Activities</p> <p>a. The Contractor shall perform GW monitoring activities at Section C.2.2 for 80 sampling events over the Task Order two-year option period at the FFP specified for this CLIN. The FFP for this CLIN is based on both the different types of wells to be sampled and the corresponding analysis requirements. The FFP for this CLIN will not be renegotiated unless the quantity of sampling events varies from the base quantity of 80 by plus or minus 5% during the two-year option period in accordance with Section H.105 <i>Variation in Estimated Quantity</i>.</p> <p>b. DOE will pay the Contractor the FFP for CLIN 00006 for 80 sampling events plus or minus 5% over the two-year option period. Should the actual number of sampling events over the two-year option period vary by more than plus or minus</p>	80	Sampling Events	<p>[REDACTED] (FFP for CLIN 00006)</p>

ETEC Environmental Monitoring and D&D

CLIN	Description of Services	Quantity	Unit	Total Firm Fixed Price
	<p>5% from the base quantity of 80 sampling events, DOE will renegotiate the FFP for this CLIN based on the fixed unit rate price per sampling event as stated below. DOE will reimburse the Contractor on a fixed rate basis for quantities exceeding 84 sampling events (80 + 5%) over the two-year period and will withhold payment from the Contractor on a fixed rate basis for quantities fewer than 76 sampling events (80 - 5%) over the two-year period.</p> <p>Monitoring and Sampling Fixed Unit Rate Price Per Sampling Event: [REDACTED]</p>			
00007	Option: C.1.2; C.2.1.1; C.3; C.4; and C.5 – General Environmental Monitoring, Surveillance and Maintenance Activities, Non D&D Waste Management Activities, Project Support	24	Months	[REDACTED] (FFP for CLIN 00007)
TASK ORDER OPTION CLINS 00008 - 00010 (D&D)				
00008	Option: Section C.6.1, C.6.2, C.6.3, and C.6.4 for the D&D of the Hazardous Waste Management Facility (HWMF) Complex, the Sodium Pump Test Facility (SPTF), and the Former ETEC HQ and LMDL-2.	1	Lump Sum	[REDACTED] (FFP for CLIN 00008)
00009	Option: Section C.6.1, C.6.2, C.6.3, and C.6.4 for the D&D of the SNAP Environmental Test Facility (SETF)	1	Lump Sum	[REDACTED] (FFP for CLIN 00009)
00010	Option: Section C.6.1, C.6.2, C.6.3, and C.6.4 for the D&D of the Radioactive Materials Handling Facility (RMHF)	1	Lump Sum	[REDACTED] (FFP for CLIN 00010)

(b) The Contractor’s total Firm Fixed Price for CLINs 00001 through 00010 is \$25,717,949.99.

B.3 LIMITATION OF GOVERNMENT'S OBLIGATION (For Firm-Fixed-Price CLINs)

- (a) Funds have not been allotted for performance under this Task Order for firm-fixed price CLINs **00001** beyond the dates noted in B.4. The Government has allotted the following amount of funds to the firm-fixed price CLIN(s): see B.4. The Government is not obligated to reimburse the Contractor for work performed under the firm-fixed price CLIN(s) for any costs in excess of the total amount allotted by the Government for the firm-fixed price CLIN(s). The Government's obligation for performance of the firm-fixed price CLIN(s) beyond the date listed above is contingent upon the availability of appropriated funds from which payment for Task Order purposes can be made and upon its continuing need for the effort required by the firm-fixed price CLIN(s).
- (b) The Contractor agrees to perform work for the firm-fixed price CLIN(s) up to the point at which the total amount paid and payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the firm-fixed price CLIN(s). The Contractor is not authorized to continue work on those item(s) beyond that point. The Government is not obligated in any event to reimburse the Contractor in excess of the amount allotted to the Task Order for those firm-fixed price CLIN(s). As used in this clause, the total amount paid and payable by the Government includes costs incurred in performance of those firm-fixed price CLIN(s) or as a result of termination for those item(s).
- (c) The Contractor shall notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount paid and payable by the Government, including any cost for termination, will approximate 85% of the total amount then allotted to the Task Order for performance of the applicable CLIN(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds. Further, once notified, the Contracting Officer will advise the Contractor in writing whether or not it can continue work after the estimated date. The Government is not obligated to reimburse the Contractor for performance of the firm-fixed price CLIN(s) in excess of the total amount allotted by the Government to those items. The Contractor is not obligated to continue performance under this Task Order (including actions under the Termination clause of this Task Order) or otherwise incur costs in excess of the amount allotted to the Task Order by the Government. The Contracting Officer will issue direction to the Contractor regarding how to proceed if no additional funds are allotted for performance of the firm-fixed price CLIN(s).
- (d) When additional funds are allotted for continued performance of the firm-fixed price CLIN(s) identified in paragraph (a) of this clause, the parties will agree as to the period of

ETEC Environmental Monitoring and D&D

Task Order performance that will be covered by the additional funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds.

- (e) The Government may at any time prior to termination allot additional funds for the performance of the firm-fixed CLIN(s).
- (f) The termination provisions of this clause do not limit the rights of the Government under the Section I FAR 52.249-8 clause entitled "Default (Fixed-Price Supply and Service)." This clause no longer applies once the Task Order is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) of this clause.
- (g) Nothing in this clause affects the right of the Government to terminate this Task Order pursuant to the Section I FAR 52.249-2 clause entitled "Termination for Convenience of the Government (Fixed Price)" or "Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements)".
- (h) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

B.4 OBLIGATION OF FUNDS

Pursuant to Section B.3 clause entitled "Limitation of Government's Obligation", the total amounts of incremental funding allotted to each CLIN and the anticipated dates through which performance is funded are as follows:

CLIN	Funding Amount (current action)	Cumulative Funding Amount	Performance Funded Through Date
00001	\$100,000.00	\$100,000.00	9/30/2014
00002	\$0	\$0	N/A
00003	\$0	\$0	N/A
00004	\$0	\$0	N/A
00005	\$0	\$0	N/A
00006	\$0	\$0	N/A
00007	\$0	\$0	N/A
00008	\$0	\$0	N/A
00009	\$0	\$0	N/A
00010	\$0	\$0	N/A

B.5 AUTHORIZATION OF TASK ORDER TRANSITION COSTS

The Task Order Transition Period will begin with the issuance of a Notice to Proceed (NTP) by DOE. The Transition Period is anticipated to be ninety (90) days. During the Transition Period, the Contractor shall bring to the site its management team (including, but not limited to all Key Personnel) and other staff necessary to plan and conduct those activities (see PWS C.1.1) that provide for an orderly transfer of responsibilities and accountability, as authorized by the CO. The Contractor shall coordinate its activities with DOE.

B.6 RECYCLABLE MATERIAL – D&D OPTION CLIN 00008

Recyclable material should be anticipated under D&D Option CLIN 00008 and may be factored into the overall proposed FFP for D&D Option CLIN 00008. This recyclable material includes, but is not limited to, steel and copper from buildings 4462 and 4463. DOE will relinquish title to this recyclable material in exchange for consideration of the recycled material which should be reflected in the proposed price for D&D Option CLIN 00008.

SECTION C
PERFORMANCE WORK STATEMENT (PWS)
FOR THE
ENVIRONMENTAL MONITORING AND D&D ACTIVITIES FOR THE
FORMER
ENERGY TECHNOLOGY ENGINEERING CENTER (ETEC)

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SECTION C
PERFORMANCE WORK STATEMENT (PWS)

FOR THE
ENVIRONMENTAL MONITORING AND D&D ACTIVITIES FOR THE FORMER
ENERGY TECHNOLOGY ENGINEERING CENTER (ETEC)

INTRODUCTION

This is a performance based Task Order subject to the objectives, measures and expectations contained in this PWS. In support of the closure of the U.S. Department of Energy (DOE) Energy Technology Engineering Center (ETEC), this requirement is for environmental monitoring and the associated surveillance and maintenance (S&M) and project support activities to safely and economically maintain and monitor the ETEC site. This scope also includes options to prepare decontamination and demolition (D&D) work plans, process work plan approval through the DOE and the California Department of Toxic Substances Control (DTSC), and complete D&D effort for each facility project.

GENERAL

The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform the work as defined in this PWS except for those items specified as Government Furnished Property (GFP) and services. The Contractor shall perform to the standards in this Task Order.

PWS performance expectations include the following:

1. The Contractor shall provide 100% of all services and deliverables identified in this PWS in a timely, complete, effective and efficient manner.
2. The Contractor shall demonstrate commitment to quality in preparation of all deliverables required by the Task Order.
3. The Contractor shall adhere to and follow all applicable statutes, regulations, and DOE Orders which pertain to the activities outlined in the PWS.
4. The Contractor shall ensure that personnel assigned to the Task Order have the skills required to perform the PWS requirements.
5. Contractor personnel shall conduct themselves with professionalism expected in a Government office environment in accordance with applicable DOE and federal regulations.

The Contractor's performance will be measured for completeness, quality of work, timeliness and accuracy. Unacceptable work as designated by the Designated

Contracting Officer (DCO) must be corrected by the Contractor at no additional cost to DOE. Poor performance may result in the DOE not exercising an option under this Task Order.

BACKGROUND

The required scope of work centers on Area IV of the Santa Susana Field Laboratory (SSFL). The SSFL, located atop a range of hills between the Simi and San Fernando Valleys, north of Los Angeles in Ventura County, California, was developed as a remote site to test rocket engines and conduct nuclear research. The majority of the SSFL is owned and operated by The Boeing Company. The SSFL is divided into four administrative areas—Area I, Area II, Area III and Area IV. A 42 acre portion of Area I and all of Area II (404 acres) are owned by the Federal Government administered by the National Aeronautics and Space Administration (NASA) and operated by The Boeing Company. Areas I and III are operated and mostly owned by The Boeing Company. Areas I and III total 785 acres. The Boeing Company also owns a contiguous buffer zone of 1,143 acres to the south and a contiguous buffer zone of 182 acres to the north. The Northern Buffer Zone (NBZ) is considered the 182 acres to the north. The westernmost 290 acres of the site, known as Area IV, are owned and operated by The Boeing Company for DOE. Area IV was used primarily for research and component testing in nuclear, liquid metal and conventional development. Ninety acres of Area IV, known as ETEC, were used by DOE for liquid metal and nuclear research. Although ETEC was only a small portion of Area IV, DOE is responsible for the environmental cleanup of all of Area IV and the NBZ. ETEC presently includes DOE-owned buildings (Appendix 3) which house surplus test apparatus once used for large scale heat transfer and fluid mechanics experiments, mechanical and chemical test facilities, former radiological facilities, waste management facilities, former office buildings, and auxiliary support facilities. ETEC is surplus to the DOE's current mission and is undergoing closure. The site had numerous facilities, including some where chemical and radioactive substances were used. Contamination may exist in structures and the physical media including soils, surface and groundwater.

Currently the majority of the buildings and facilities are unused and in a safe shutdown condition. There are two Resource Conservation and Recovery Act (RCRA) permitted facilities: the Radioactive Materials Handling Facility (RMHF) and Hazardous Waste Management Facility (HWMF). The RMHF is currently used intermittently to process and package for transport low-level radioactive waste water that occasionally collects in Building 4024 underground vaults during periods of heavy rain. The HWMF is currently in a safe shutdown condition. See Appendix 3 for further details on each facility's current conditions.

In March 2003, DOE issued a Finding of No Significant Impact (FONSI) after preparing an Environmental Assessment (EA) for the cleanup and closure of ETEC. This decision was challenged in federal court by the Natural Resources Defense Council, the Committee to Bridge the Gap, and the City of Los Angeles.

On May 2, 2007, the U.S. District Court for the Northern District of California held that DOE must prepare an Environmental Impact Statement (EIS) for Area IV, and DOE was enjoined from “transferring ownership or possession, or otherwise relinquishing control over any portion of Area IV” until DOE completed the EIS and issued a Record of Decision (ROD), pursuant to the National Environmental Policy Act (NEPA). Completion of the EIS and Record of Decision are DOE functions and the Contractor will NOT assume responsibility for these functions.

In August 2007, the California DTSC entered into a Consent Order with DOE, NASA, and Boeing under its RCRA authority. This Order (a) requires remediation of chemically contaminated soils at SSFL by 2017 or earlier and requires a cleanup remedy for groundwater to be in place by 2017 or earlier; (b) provides the option for DTSC to require more work to be conducted offsite from Area IV to assess air, soil and water contamination; and (c) requires the preparation of an Environmental Impact Report (EIR), pursuant to the California Environmental Quality Act (CEQA). In conjunction with this, DTSC requested that DOE cease all decontamination and decommissioning work until the EIS was completed. The DTSC then entered into an Administrative Order on Consent (AOC) in December 2010 that further defined and made more specific DOE’s obligations with respect to soils at the site. This AOC requires the cleanup of soils by 2017. Both Orders provide the option for DTSC to require more work to be conducted offsite from Area IV to assess air, soil and water contamination, and require the preparation of an EIR, pursuant to CEQA.

A considerable volume of information can be located on the DOE ETEC public website at <http://etec.energy.gov> and the DTSC website at http://www.dtsc.ca.gov/SiteCleanup/Santa_Susana_Field_Lab/index.cfm.

Appendix 12 contains an ETEC interface matrix.

SCOPE

Under the guidance and technical direction of the DCO and/or the Designated Contracting Officer's Representative (DCOR), and in consideration of performance expectations stated above, the Contractor shall complete the scope of work for the major program components that encompass the DOE Environmental Management (EM) operations at the ETEC site. These program components are: S&M activities, facility maintenance and infrastructure support, environmental monitoring, and project support activities. Additionally, should a D&D option be exercised, the Contractor shall prepare D&D work plans, process work plan approval through the DOE and California DTSC, and complete D&D effort for each facility project. Removal and remediation of contaminated soil is not included in this PWS. The work site for this Task Order consists of Area IV and well sampling within the NBZ. The Contractor shall maintain a staff presence 40 hours a week during regular business hours Monday through Friday. The site will be closed for a holiday break nominally between Christmas and New Year’s in accordance with the Boeing schedule; the Contractor will not have access to the site and is not required to be present on the site during the holiday break.

C.1 TRANSITION AND SITE ACCESS

C.1.1. TRANSITION ACTIVITIES (CLIN 00001)

To minimize any decreases in productivity and to prevent possible negative impacts on services, the Contractor shall have all necessary personnel, including key personnel for the Task Order, available during the transition period. During the transition period, the Contractor shall become familiar with performance requirements in order to commence full performance of services within 90 days from the Notice to Proceed (NTP).

1. The Contractor shall prepare a Phase-In Transition Plan to cover the transition period from Task Order NTP date to the Task Order effective date. The Phase-In Transition Plan shall be submitted in accordance with this PWS and Section J, Attachment B “Task Order Deliverables/Submittals”. The Phase-In Transition Plan shall provide sufficient detail for all transition activities, including but not limited to: a description of all necessary transition activities, a schedule for orderly assumption of Task Order responsibilities, coverage of key functional areas during the transition period, the planned strategy for developing required documents (including permits), a brief description of all involved organizations, required utilities and other transition activities such as acquisition of necessary equipment, hiring and training of personnel, and development of required plans and procedures.

The Contractor shall provide a written weekly status of transition activities to DOE. The Contractor shall establish routine weekly 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 Task Order transition period approaches. The Contractor shall coordinate directly with Boeing, DOE, and other organizations and contractors to finalize any transition agreements required to assume full responsibility.

The Contractor shall conduct a joint reconciliation of the Government property inventory, including Government records and equipment, with the incumbent contractor(s) and DOE. This information shall be used to provide a property and records baseline for this Task Order.

The Contractor shall develop and maintain its plans, procedures, programs, etc. for DOE approval in accordance with this PWS and Section J, Attachment B “Task Order Deliverables/Submittals”.

2. Facility Walkdown and Responsibility Transfer:

Throughout the transition period, the Contractor shall perform all activities to support transfer of facilities, including, but not limited to: facility walkdowns to verify current facility conditions (these walkdowns will be performed in conjunction with Boeing

and DOE), updating programmatic and operational documents and procedures, and verifying to DOE that facility conditions are current prior to the facility transfer date. The Boeing Facility Transfer Checklist, provided as Appendix 9 to this PWS, shall serve as the basis by which to document the safety and regulatory status of the facilities. Any safety and health or environmental non-compliance issues identified after facility turnover are the responsibility of the Contractor. All facilities, buildings, structures, roadways, etc. (listed in Appendix 3 to this PWS) for which responsibility will be transferred to the Contractor from Boeing shall be walked down.

During the facility walkdown and responsibility transfer period and upon review of the Boeing Facility Transfer Checklist, the Contractor shall identify any material differences in the systems, facilities, fixtures, government furnished property and/or actual conditions prior to the end of the transition period. The property shall be checked against existing inventory records to verify if property has been transferred to other users, sold as surplus, or scrapped.

3. On-site Contractor Work Space: The Contractor shall provide an on-site office trailer for on-site staff within Area IV; DOE will provide the specific location where electric connections are accessible during transition. In addition to providing its own office space, the Contractor shall also be responsible for providing any Information Technology items, furniture, equipment, supplies, etc. necessary to perform the work. Water and sewer are not available at the site; the Contractor shall be responsible for establishing portable restrooms, potable water, internet, trash removal, and Federal Communication Commission (FCC) license for radios.
4. The Contractor may adopt the incumbent contractor's programs and procedures provided the Contractor has formally reviewed and revised (if necessary) the programs and procedures to ensure compliance with Task Order requirements, current regulatory requirements, DOE Orders and directives, and the Contractor's organizational roles and responsibilities.

C.1.2. SITE ACCESS REQUIREMENTS (CLINs 00004 and 00007)

The Contractor shall comply with the DOE and Landowner Access Agreement as prescribed in Appendix 1. All activities conducted by the Contractor shall be in accordance with established SSFL site security procedures.

The Contractor shall have non-exclusive access to the following Access Areas within the Boeing Property to perform the Permitted Activities: Area IV, the northern undeveloped land, primary paved roads to Area IV, and drainages originating in Area IV and leading into Area III, as those areas are identified on Exhibit A ("Map of the Property") of the Landowner Access Agreement.

The Access Areas will be available during regular Boeing business hours (6:00 a.m. to 5:30 p.m.,

Monday through Friday).

Work to be performed outside of Boeing regular business hours, including overtime, weekend, and holiday work (“Off Hours Access”) must be confirmed by the Boeing Project Manager prior to scheduling such work to ensure that a Boeing representative and/or security personnel can be onsite.

Access to the SSFL is controlled through one gate with Boeing security presence. The Contractor shall enter and exit from the SSFL Main Gate at the beginning and end of the work day. However, other roads and site gates that lead to/from site may be used on a periodic basis, with advance notice to DOE and to the Boeing Project Manager.

Site Badging: In accordance with the DOE and Landowner Access Agreement, the Contractor shall be responsible for initiating communication and coordinating with the appropriate Boeing point of contact to obtain site access badges.

Any DOE Parties who have a Boeing Non-Employee Badge (“Badge”) will have access to and within the Access Areas without needing a Boeing escort, provided such persons have completed the site Safety Orientation Briefing.

C.2 ENVIRONMENTAL MONITORING

C.2.1. General Environmental Monitoring Activities

The Contractor shall provide an environmental monitoring program to continue all environmental monitoring underway within Area IV, including but not limited to:

C.2.1.1 General Environmental Monitoring Activities Other Than Building 4024 (CLINs 00004 and 00007)

1. Quarterly radiation and contamination surveys at the RMHF.
2. Former Sodium Disposal Facility (FSDF) Site weekly inspection of the engineered barrier installed to prevent rainwater intrusion and prevent potential re-contamination of previously remediated soil at the FSDF site. If the engineered barrier has been compromised upon inspection and water intrusion is occurring, the Contractor shall notify DOE. After DOE approval, the Contractor shall repair/modify the engineered barrier.
3. Quarterly radiation level monitoring as required by DOE Order 458.1 Radiation Protection of the Public and the Environment, for Area IV for RMHF. The required radiation detection location of air sampling units can be found in the 2012 Site Environmental Report. DOE Operations at The Boeing Company, Santa Susana Field Laboratory, Area IV, September 2013, Section 5.2.1 Ambient Air.
4. Preparing the Annual Site Environmental Report (ASER) as required by DOE O

231.1B, Environmental, Safety and Health Reporting.

5. Perform air filter screening for development of the annual National Emissions Standards for Hazardous Air Pollutants (NESHAP) report and reporting in the ASER.
6. Air Monitoring: A radiological air monitoring program shall be developed and maintained in Area IV of SSFL. The radiological program shall include ambient air sampling performed continuously as follows: (1) weekly sampling cycle for two locations, the 4020 and the RMHF facility next to 4034; and (2) quarterly dosimeter sampling cycle for nine other locations documented in Table 5-1 of Section 5.2 “Environmental Sampling” of the 2012 Site Environmental Report, DOE Operations at The Boeing Company, Santa Susana Field Laboratory, Area IV, September 2013. Results of this radiological air monitoring program shall be reported in the ASER. Additionally the Contractor shall perform monitoring of airborne particulate radioactivity through collection of filters that shall be changed weekly. The samples shall be analyzed for gross alpha and beta activity. In addition, on-site and off-site ambient radiation dosimeters shall be monitored quarterly. Results of this monitoring shall also be reported in the ASER.

C.2.1.2 Groundwater Management at Building 4024 (CLINs 00002 and 00005)

The Contractor shall perform groundwater management and monitoring at Building 4024 (Building 4024 contains below grade vaults subject to periodic in-flow of water potentially low levels of radioactivity). The Contractor shall assume operational responsibility of Building 4024, and the associated scope for the building. Frequency of inspections is dependent upon the weather. The Contractor shall perform periodic pumping by an appropriately trained worker with personal dosimetry. Currently this averages a minimum of one day per week in dry months (April thru October) and two days per week in wet months (November thru March). Should the Contractor find water in the basement of Building 4024, the water shall be pumped and then stored in an existing Baker tank on the top floor of the facility. The Contractor shall take a water sample consistent with the requirements of the Site-wide Water Quality Sampling and Analysis Plan (WQSAP), before off-site disposal. The Contractor shall perform the gamma spectroscopy analysis, interpretation, reporting of results, and release of the water for off-site disposal. The Contractor shall use an off-site laboratory for this analysis. Based on the results of the water sample, the Contractor shall disposition the water to an appropriate off-site permitted facility that receives and treats the processed water. Currently the water is sent to Southwest Processing in Vernon, CA for processing. Historically, approximately 10,000 gallons on average are shipped every six months, but in some high rain years as much as 120,000 gallons in a year have been shipped.

C.2.2. Groundwater Monitoring Activities (CLINs 00003 and 00006)

1. The Contractor shall become familiar with the WQSAP, which is consistent with the August 2007 Consent Order with the State of California (Appendix 7). The WQSAP

provides the fundamental understanding of the approach of the groundwater monitoring program requirements and methodologies of what DOE and DTSC have agreed upon. The Contractor shall be familiar with the WQSAP to understand the groundwater program elements from an awareness perspective. The WQSAP is identified within this PWS as Appendix 2 and can be found at:

http://www.dtsc-ssfl.com/files/lib_rcra_groundwater/sitewidesap/saps/64788_2010-1202-M489_Site-Wide_WQSAP-F.pdf.

2. The Contractor shall consider the groundwater requirements from this PWS as the basis to meet DOE's commitments regarding the number of wells to be sampled, which wells will be sampled, and frequency of sampling events. The Contractor shall provide environmental monitoring activities for groundwater in compliance with applicable DOE Orders and all other applicable federal, state and local regulations and requirements, including the RCRA corrective action process with DTSC as the lead agency for Area IV and the NBZ.
3. The Contractor shall perform 40 sampling events for groundwater quality parameters annually. Wells shall be sampled according to the parameters listed in Table V of the WQSAP, and consistent with the parameters listed in the ETEC annual groundwater reports. Every groundwater sample collected shall be analyzed for gross alpha and beta activity. Quarterly water level measurements shall be taken for each well sampled for groundwater quality parameters. The wells for which the 40 sampling events are performed shall be drawn from the operable wells appearing within the DOE Well Conditions Summary (see Appendix 4 to this PWS). The specific wells to be sampled will be determined by DOE annually at the end of each fiscal year and will be provided to the Contractor for implementation.
4. A list of analytes and analytical methods for each well sampled may be found in the WQSAP. The Contractor shall also reference the DOE Well Conditions Summary (MS Excel spreadsheet) included with this PWS as Appendix 4.
5. The Contractor shall provide the necessary groundwater sampling supplies (generators, non-dedicated sample pumps, etc.). All groundwater locations can be accessed with a standard 4-wheel drive vehicle. The Contractor shall ensure that a California certified laboratory performs the analyses required for groundwater monitoring.
6. The Contractor shall maintain the structural integrity and operability of the DOE groundwater wells within Area IV and the Northern Buffer Zone appearing in Appendix 4. Well maintenance includes, but is not limited to: repairing and replacing pumps; replacing broken concrete pads surrounding the wells; repairing, replacing, and/or extending the outer protective steel casings; repairing, replacing, and installing vehicle guard posts around the wells; repairing and replacing casing covers, lock

hasps, and hinges on outer protective casings; drilling weep holes in the outer protective casing; and painting the outside of the outer protective casings, as required.

7. The Contractor shall deliver quarterly water level monitoring data (in the form of a letter submittal) which will subsequently be delivered to the regulators. The Contractor shall also deliver an annual compilation and discussion of groundwater monitoring data which shall constitute the DOE portion of the groundwater annual report that will subsequently be submitted to DTSC. It is envisioned that DOE/NASA/Boeing will all have input into one compiled groundwater annual report that will be submitted to the regulators. The Contractor shall compile the quarterly water level monitoring data with the annual compilation and discussion of groundwater monitoring data, and provide the information as input into the DOE required ASER. The Contractor shall incorporate the groundwater monitoring data from the various groundwater monitoring reports, and provide the data as input to the groundwater Remedial Investigation (RI) Report and the Corrective Measure Report (CMR) that will be submitted to the DTSC in 2015. The RI and CMR reports are required by all three parties (DOE, NASA, & Boeing). The RI and CMR reports will be submitted to the DTSC per the 2007 Consent Order, through a compilation of each party's separate investigations. The Contractor will not be required to complete the groundwater annual report, the RI, or the CMR.

C.3 SURVEILLANCE AND MAINTENANCE ACTIVITIES

The Contractor shall provide S&M of the ETEC site in accordance with applicable laws, regulations and DOE directives. The Contractor shall provide site management functions that include routine S&M, site-wide safety, and ETEC site infrastructure support.

C.3.1. S&M Inspection Requirements (CLINs 00004 and 00007)

The remaining facilities at ETEC are described in Appendix 3. The Contractor shall conduct building facility inspections for all facilities identified in Appendix 3 as follows:

1. Safety assessments shall be performed quarterly consistent with the ETEC Integrated Safety Management System (ISMS) Plan.
2. Bi-weekly inspections of the two RCRA permitted facilities (HWMF and RMHF) per the RCRA Part A permit requirements and HWMF Closure Plan.
3. Routine and regular visual inspections of all DOE-owned facilities in Appendix 3, including inspections of fire extinguishers, and fluid and gas piping and tank systems for leaks.
4. S&M Inspections shall be documented and provided to the DCOR as requested.

C.3.2. Facility Maintenance and Infrastructure Support (CLINs 00004 and 00007)

The Contractor shall provide maintenance of all remaining DOE-owned facilities (as identified

in Appendix 3), including the provision of utilities and infrastructure support as follows:

1. The Contractor shall establish a local utility account, include metering, to provide electrical service for Contractor activities.
2. Maintenance activities consisting of repairs, if necessary, for safety, facility security and protection of government property. Maintenance activities may include: minor roof repairs, minor repairs to fire extinguishers, maintaining electrical power, asphalt, windows, gutters, doors, pest control and nuisance wildlife removal.
3. The Contractor shall ensure that all buildings remain in a safe shutdown mode and that all buildings are maintained in a safe and stable configuration.
4. Necessary road maintenance as related to the performance of this PWS. Maintenance activities are limited to minor pothole/patch repairs, tarring of cracks and weed removal within the RMHF footprint.

C.4 NON-D&D WASTE MANAGEMENT ACTIVITIES (CLINs 00004 and 00007)

The Contractor shall establish a program for the compliant management of all waste generated from non-D&D activities, in a manner compliant with the 2010 AOC (Appendix 8). Waste minimization and pollution prevention activities at the site shall also be included. The Contractor's program shall be documented in a Waste Management Plan to be submitted for DOE approval. No less than 120 days prior to shipment of any non-D&D waste, the Contractor shall provide a waste profile consistent with the waste acceptance criteria of the waste disposal facility. The Contractor may adopt the existing programs for non-D&D waste management.

1. The Contractor shall provide all waste handling at the RCRA permitted facilities including: storage, treatment, packaging, transportation, and off-site disposal of all waste types.
2. The Contractor shall be responsible for all waste management activities, including proper characterization of waste relative to physical, chemical and radiological characteristics. The Contractor shall identify and coordinate with disposal sites to ensure waste disposal is in accordance with applicable requirements and meets the waste acceptance criteria of the waste receiving facility and shall notify DOE ten workdays prior to any shipments. The Contractor shall also be responsible for payment of waste transportation and disposal site fees.
3. The Contractor shall ensure a proper mechanism is in place to identify and locate all placarded shipments of waste, and certain other shipments within 2 hours.
4. The Contractor shall ensure all vehicles are road worthy, drivers properly trained, and that only U.S. citizens are brought on site at ETEC regardless of whether the waste shipment is placarded.
5. The Contractor shall use the USEPA Hazardous Waste Generator Identification Number for the ETEC Project identifying DOE as the owner of the waste for any document where such a number is required. Where the signature of the generator or

shipper is required certifying that the waste has been properly characterized or packaged, the Contractor is to ensure a properly trained, experienced, and appointed person signs on behalf of the DOE. A copy of the Contractor appointing letter and qualifications of the individual shall be provided to the DCOR.

6. The Contractor shall implement a waste minimization and pollution prevention program consistent with the applicable Executive Orders and DOE Directives. The program shall be documented in the Waste Management Plan. The Contractor may use existing contractual instruments between the Federal Government and waste disposal facilities (if permitted by the terms and conditions) when disposing of waste unless the Contractor can obtain more favorable cost arrangements. Any such new subcontract shall be subject to review and approval by the DCO and/or DCOR and shall not compromise the integrity of existing federal or state environmental and health regulatory requirements.
7. The Contractor shall prepare a Waste Management Plan complying with DOE Order 435.1 Radioactive Waste Management and implementing manuals and guides.
8. The Contractor shall conduct specialized training programs for workers involved in low-level radioactive and mixed low-level radioactive waste management, consistent with the ISMS program.
9. The Contractor shall assist DOE in DOE's interface with regulatory agencies in connection with the management of all waste types present or generated at ETEC. Such assistance is anticipated to involve, but not be limited to, preparation and maintenance of all necessary waste operations and environmental permits such as RCRA Part A, and other applicable waste disposal requirements and licenses.
10. The Contractor shall maintain a system(s) for waste tracking, inventory and database management, and prepare waste management procedures and documentation for all non-D&D related waste management activities.
11. The Contractor shall maintain safe and compliant storage of all low-level radioactive, mixed low-level radioactive and hazardous waste types generated as a result of environmental monitoring activities.
12. The Contractor shall store all low-level radioactive and mixed low-level radioactive waste and radioactive material at the RMHF complex. These wastes and materials shall be segregated, stored, and inspected as required by applicable DOE Orders, State of California DTSC regulatory requirements, and RCRA rules and/or Federal Facilities Compliance Act (FFCA) as required for mixed waste.
13. The Contractor shall accomplish waste storage activities required at the site for waste generated as a result of environmental monitoring. These activities include, but are not limited to the following:
 - a) Waste characterization and classification;
 - b) Safety and health oversight including radiation monitoring;
 - c) Regular inspections of storage facilities;
 - d) On-site transportation of waste to the storage facility;
 - e) Maintaining logs, waste inventory and tracking system;

- f) Storage facility maintenance;
 - g) Preparing procedures and reports;
 - h) Contingency and spill control.
14. The Contractor shall provide transportation for off-site disposal of all low-level radioactive, mixed low-level radioactive and hazardous waste types generated as a result of environmental monitoring and S&M activities. All on-site operations in support of off-site disposal shall be in compliance with all applicable federal and state requirements and ETEC permits. Waste disposal shall comply with all applicable DOE, Department of Transportation (DOT), and disposal site waste acceptance requirements. In general, disposal operations include, but are not limited to, the following:
- a) Verification sampling for quality control purposes and repackaging of waste as needed in order to meet DOT and the disposal sites' packaging criteria;
 - b) Ensuring container integrity and verification of radiological contents;
 - c) Shipment, staging and preparation of manifests and bills of lading for waste shipments;
 - d) Vehicle safety inspections;
 - e) Disposal tracking and database management.
15. The Contractor shall appropriately disposition tritiated water in the Baker Tanks located at building 4019 and tritiated water collected during ongoing well sampling activities. The Contractor shall not use the evaporator system in RMHF Building 4022 for tritiated water.
16. Waste water generated as a result of environmental monitoring, S&M activities and groundwater well purging activities shall be managed as appropriate. Such waste water shall not be discharges to the ground. The Contractor shall provide treatment, as required, of the generated waste water prior to final packaging and transportation for off-site disposal. Waste water treatment activities shall conform to the Contractor's Waste Management Program Plan and the RCRA Part A permit. Low-level radioactive and mixed low-level radioactive waste water treatment and equipment decontamination shall be performed at the RMHF complex. In general the waste water treatment operations shall include, but are not limited to:
- a) Internal inspections to meet permit requirements;
 - b) Environmental support and oversight;
 - c) Quality assurance support and oversight;
 - d) Preparation of written procedures required for treatment operations;
 - e) Maintenance of treatment facilities;
 - f) Stabilization as allowed by RMHF Part A Permit.
17. ETEC does not include the operation of any existing groundwater treatment

facility. Currently there is only one groundwater treatment facility, which is a Boeing owned and maintained facility called the Groundwater Extraction Treatment System (GETS) located in Area I of the SSFL. The Contractor shall be responsible for operating and maintaining the extraction well and the DOE pipeline to the GETS from Area IV.

18. The Contractor shall provide a waste minimization program that shall include, but is not limited to, the following:
 - a) Pollution prevention activities related to waste operations, S&M activities, and environmental monitoring for the purpose of identifying opportunities for minimizing the amount and/or toxicity of wastes generated or projected to be generated;
 - b) Preparation of all waste minimization reports including the Annual Waste Generation Report and the Affirmative Procurement reports, as required by RCRA regulations and DOE O. 435.1 Radioactive Waste Management.
19. No waste from ETEC shall be disposed at the Kettleman Hills disposal site in California.
20. The Contractor shall ship all low-level radioactive and mixed low-level radioactive waste to a properly permitted and licensed disposal facility based upon the waste acceptance criteria of that facility. Prior to use of a non-DOE waste treatment and/or disposal facility, the Contractor shall prepare an exemption request and receive DOE approval for use of a non-DOE facility for disposal of low-level radioactive and mixed low-level radioactive waste in compliance with DOE O 435.1, and if applicable, DOE 458.1 Authorized Limits approval documentation.
21. The Contractor shall comply with the requirements of the DOE/ETEC Transportation Plan (Appendix 11).

C.5 PROJECT SUPPORT (CLINs 00004 and 00007)

C.5.1. Project Management Activities

1. The Contractor shall establish, maintain and use a performance measurement system that accurately records and reports the Task Order performance against the requirements of the Task Order, accurately reflects the Task Order price in Section B of the Task Order and is consistent with DOE and EM policies and guidance for capital asset projects and operations activities. The performance measurement system shall establish performance milestones, schedules, and percentage of project completion. The performance measurement system description must be approved by the DOE Acquisition Executive. The performance measurement system shall employ sound performance measurement principles and provide adequate insight into potential risks to DOE relating to achievement of schedule and technical performance objectives. EVMS reporting is not required.

The Contractor shall assist in the performance of all applicable project reviews directed by DOE O 413.3B that may include, but are not limited to, Independent Project Reviews (IPRs); quarterly project reviews; safety, security, and quality assurance assessments; and periodic reviews of project performance.

Project measurement and reporting for operations activities (that is, work performed under non-D&D CLINs) shall be performed in accordance with the Office of Environmental Management's Operations Activities Protocol, dated March 15, 2012, and the DOE Integrated Planning, Accountability, and Budgeting System – Guidance Documents, dated June 2011 or the most current version. Project measurement and reporting for capital assets projects (work performed under D&D CLINs) shall be performed in accordance with DOE Order 413.3B, Program and Project Management for the Acquisition of Capital Assets, dated November 29, 2010, and its associated Guides. The Primavera Project Manager most current version shall be used for both operations activities reporting and capital asset project reporting as they relate to scheduling activities to ensure standardization.

The Contractor shall submit a Monthly Progress Report to the DCO with a copy to the Office of Project Assessment at ContractorsMPR@hq.doe.gov not later than the eighth business day prior to the end of each calendar month. The report shall provide the prior month's performance for each CLIN and an update of the performance to date. The report shall include a narrative description of scope accomplished, progress on corporate and Task Order specific performance metrics, status of milestones, and deliverables, as well as an update of the project schedule.

FAR Clause 52.232-5, Payments under Fixed-Price Construction Contracts, governs the payment provision and the data that the Contractor must provide to support its estimate of work accomplished, and is applicable to all work performed under CLINs 00008 – 00010 of the Task Order. Substantiation includes an itemization of the amounts requested, related to the various elements of work required by the Task Order covered by the payment requested and a listing of the amount included for work performed by each subcontractor under the Task Order, the total amount of each subcontract under the Task Order, and amounts previously paid to each subcontractor under the Task Order. Within five days of the exercise of each D&D option CLIN, the Contractor shall provide three copies of a practicable schedule to DCO for approval per FAR Clause 52.236-15, Schedules for Construction Contracts for each D&D CLIN as each D&D option is exercised.

The scope and schedule of Contractor activities shall remain aligned with the Task Order.

2. As part of the monthly progress report, the Contractor shall report on the following

performance metrics and progress indicators:

Measure	Unit	Definition
Facility Square Footage De-inventoried (by FIMS identification numbers & total)	Square Feet	Total square footage of floor space cleared of waste or materials inventory in preparation for demolition
Facility Square Footage Demolished (by FIMS identification numbers & total)	Square Feet	Total square footage (gross square feet) of floor space demolished
Non D&D Radioactive Waste Disposed	Cubic Meters	
D&D Debris Disposed (Low-Level Waste/Mixed Low-Level Waste, Industrial)	Cubic Meters	Bulk waste from D&D

3. The Contractor shall submit a schedule for submission of all plans and reports required by the Task Order within 30 calendar days of NTP for review and comment. For documents requiring DOE approval, the schedule shall allow for the submission of a draft document to DOE for review and comment, and a final document for DOE approval. For documents requiring approval from an outside (i.e., non-DOE) organization (including all regulatory documents submitted for approval), the schedule shall allow for the submission of a draft document for DOE review and comment, the submission of a draft document addressing DOE comments to the outside organization for review and comment, and a final document for approval by the outside organization. This schedule shall be updated as part of the Monthly Progress Report.
4. The integrated schedule for D&D activities shall include logic ties, predecessor and successor relationships, activity duration, float, and have the Critical Path clearly identified. If the D&D options are exercised, this schedule will then be updated to reflect the actual timing and sequence of D&D activities. Updates will be included with the Monthly Progress Report for the duration of D&D.
5. The Contractor shall establish a routine weekly status/project integration meeting with DOE (and include other organizations and contractors as necessary) to review ongoing and future PWS activities and issues. Within these routine weekly status meetings, the Contractor shall provide a brief written weekly status of ongoing and future PWS activities to DOE.
6. The Contractor shall also participate in the weekly team meetings with DOE and other organizations and contractors to discuss ongoing and future PWS activities and issues.

7. The Contractor shall analyze proposed or directed funding changes for their impact on scope and schedule elements of the Task Order.
8. The Contractor shall provide support to the DOE for bi-monthly public tours. This shall include site access and site transportation.
9. The Contractor shall provide the legal management plan per Section H.108 *Legal Management* and if required, the Contractor shall also provide the necessary legal management support per paragraph B of Section H.108 *Legal Management*.
10. Formal communications between Government and Contractor staff will include technical direction to the Contractor, and transmittal of technical data, or patents, and transmittal of non-technical administrative correspondence. To facilitate correspondence controls, the Contractor shall track correspondence between DOE and the Contractor. All correspondence shall contain a subject line that begins with the task order number, followed by the topic of the correspondence.

C.5.2. Property Management Program

1. The Contractor shall be directly responsible and accountable for all government property utilized under this Task Order. As of the effective date of this Task Order, the Contractor shall accept the transfer of and accountability for government property. This requirement includes government property in the possession or control of subcontractors. The Contractor shall establish and maintain a system, in accordance with Section I clause FAR 52.245-1 Government Property, to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The Contractor shall submit a property management system, including property management plans, systems, and procedures, to the DCO, the DCOR and the DOE property administrator within 45 days of the NTP. The property management system shall be reviewed and, if satisfactory, approved in writing by the DOE property administrator and DCO within 90 days of the NTP. All government-furnished property under this Task Order is furnished on an “as is/ where is” basis. A significant inventory of government-owned property (see Section J, Attachment D) is present at the site and shall require storage and maintaining.
2. The Contractor shall identify assets no longer needed or required for current or future use. After identification, property shall be divested utilizing DOE guidelines and in accordance with federal (Federal Property Management Regulation 41 CFR Part 101; Disposition of Excess Personal Property 41 CFR Part 102-36; and FAR 52.245-1), state and local regulations. The Contractor shall prepare a facility disposition and divestment report for each facility affected.
3. The Contractor shall be responsible for maintaining a facility management system for all

real property assets at the site. The DOE has established the Facility Information Management System (FIMS) as the reporting system for all DOE real property facilities. The Contractor shall contact the DOE FIMS administrator at the EMCBC to become a registered user of the system. The Contractor shall become a member of the FIMS community, attend monthly conference calls and designate a responsible individual to complete all FIMS input in a timely manner, as required. All real property actions shall be coordinated through the DOE Real Estate Contracting Officer that supports the site.

C.5.3. Safety and Quality Program

C.5.3.1. Worker Safety and Health

The Contractor shall develop and submit to DOE for approval a written Worker Safety and Health Program (WSHP) compliant with requirements appearing in 10 CFR 851. The Contractor shall ensure that its Program addresses and encompasses all of the work to be performed under this Task Order at the site. The Program shall also be applicable to the Contractor's subcontractors performing work at ETEC. It is the Contractor's responsibility to ensure that all subcontractors performing work at ETEC comply with the Program. The Contractor shall submit the written WSHP to DOE for approval within 60 days of the NTP. In addition, an updated WSHP shall be submitted to DOE for review and approval 90 days prior to the commencement of D&D activities or whenever a significant change or addition to the Program is made. Annually, the Contractor shall submit either an updated WSHP to DOE for approval or a letter stating that no changes are necessary in the currently approved Worker Safety and Health Program.

The Contractor shall also be responsible for reporting occupational safety & health information as required in Attachment 3 to DOE O 231.1B, Environment, Safety, and Health Reporting, including but not limited to, electronic submission of injury and illness reports using the Computerized Accident/Incident Reporting System (CAIRS).

C.5.3.2. Integrated Safety Management (ISM) System

The Contractor shall implement and maintain an ISM System to accomplish all work as required by DEAR 970.5223-1, Integration of Environment, Safety and Health into Work Planning and Execution. The ISM System should encourage a positive safety culture, encourage worker participation in the development of work control and hazard identifications processes, and emphasize the workers' right to stop work in cases of imminent hazard to life, health or property. When applicable, the Contractor shall input Operating Experiences and Lessons Learned per DOE O 210.2A, DOE Corporate Operating Experience Program. The Contractor shall submit the written ISM System Description to DOE for approval within 60 days of the NTP. In addition, an updated ISM System Description shall be submitted to DOE for review and approval 90 days prior to the commencement of D&D activities or whenever a significant change or addition to

the program is made. The Contractor shall assess the ISM System and provide an annual declaration of implementation based on DOE Guidance.

C.5.3.3. Occupational Radiation Protection Program

Consistent with 10 CFR 835, Occupational Radiation Protection, DOE O 458.1, Radiation Protection of the Public and the Environment, and the DOE Implementing Guides, the Contractor shall conduct site activities in compliance with a DOE approved Radiation Protection Program (RPP) to minimize occupational exposure to internal radiation, direct external exposure to ionizing radiation as well as to minimize the spread of contamination. The Contractor shall submit the written RPP to DOE for approval within 60 days of NTP. In addition, an updated RPP shall be submitted to DOE for review and approval 90 days prior to the commencement of D&D activities or whenever a significant change or addition to the program is made. The As Low As Reasonably Achievable (ALARA) process shall be applied to EM program activities, shall be documented in the Radiation Protection Program, and shall consider all regulatory established radiation exposure and cleanup action levels. The Contractor shall also provide timely response to employee and public concerns regarding radiological activities and the impact of these activities on the health & safety of the community.

The Contractor shall provide a personnel dosimetry program within 60 days of NTP. The Contractor may adopt the current Boeing dosimetry program for performance under this Task Order. The program shall include a personnel dosimetry program for the Contractor, DOE ETEC staff, and visitors.

C.5.3.4. Emergency Management

The Contractor shall provide support to DOE by participating in the site's Emergency Management program including planning, preparedness, response, recovery, and readiness assurance per DOE O 151.1C, Comprehensive Emergency Management System.

The Contractor shall prepare/revise, submit for DOE approval, and execute the approved project specific Emergency Plan and implementing procedures in coordination with the Boeing Site Emergency Management Program coordinator, within 60 days of the NTP. The Contractor shall ensure that this Emergency Plan addresses and encompasses all of the work to be performed under this Task Order and is integrated with the RMHF Contingency Plan, the SSFL Area IV Emergency Readiness Assurance Plan, and the site-wide Emergency Response Plan.

The Contractor shall coordinate with Boeing in developing and participating in an exercise program that is compliant with DOE Order 151.1C, Comprehensive Emergency Management System. The Contractor shall ensure adequate support is available in the event of an emergency which may include but is not limited to wildfires and earthquakes.

The Contractor shall prepare/revise, submit for DOE approval within 60 days of NTP Emergency Planning Hazard Surveys and, if applicable, Emergency Planning Hazard Assessments. In

addition, Emergency Planning Hazard Surveys and, if applicable, Emergency Planning Hazard Assessments shall be submitted for DOE approval at least every three years or whenever a major change occurs. The Contractor shall develop and update as needed, site/facility-specific Emergency Action Levels (EALs) for the spectrum of potential Operational Emergencies identified by the Emergency Planning Hazard Assessment to include protective actions for implementation in the Site Emergency Program.

The Contractor shall also prepare/revise and submit for DOE approval annually by September 30 an Emergency Readiness Assurance Plan that is compliant with DOE Order 151.1C, Comprehensive Emergency Management System.

The Contractor shall prepare/revise, submit for DOE approval, and execute the approved Continuity of Operations Plan per DOE Order 150.1, Continuity Programs, within 60 days of the NTP.

C.5.3.5. Quality Assurance

The Contractor shall develop, implement, assess, and continuously improve the Quality Assurance Program (QAP) in accordance with DOE Order 414.1D, Quality Assurance, Attachment 1, Contractor Requirements Document (CRD); the EM QAP, EM-QA-001; associated DOE directives (i.e. Policies, Guides, Manuals, and Orders) and Section H.103, Quality Assurance (QA). The QAP shall be submitted to DOE for approval within 60 days of the NTP and DOE approval must be documented prior to commencing any work under the Task Order. In addition, an updated QAP shall be submitted to DOE for review and approval 90 days prior to the commencement of D&D activities or whenever a significant change or addition to the program is made.

The Contractor shall develop and implement a comprehensive Issues Management System for the identification, assignment of significance category, and processing of quality or safety-related issues identified within the Contractor's organization in accordance with DOE Order 414.1D, Quality Assurance, Attachment 1, Contractor Requirements Document; the EM Quality Assurance Program, EM-QA-001; associated DOE directives (i.e. Policies, Guides, Manuals, and Orders) and Section H.103, Quality Assurance (QA).

C.5.3.6. Contractor Assurance System

The contractor must establish a Contractor Assurance System (CAS) tailored to meet the needs of the ETEC Site. The Contractor shall develop and implement a CAS based on the requirements of DOE O 226.1B, Implementation of DOE Oversight Policy, Attachment 1, Contractor Requirements Document (CRD), and tailored to meet the needs of the ETEC site. The CAS program description shall be submitted to DOE for approval within 60 days of the NTP.

C.5.4. Training

The Contractor shall establish a training program related to site operations and activities. The training program shall be tailored to address specific operational needs and expertise. The primary goal is to ensure workers' safety and health is maintained through a sufficient training program. The Contractor's training program shall adequately educate individual employees in the areas of facility and equipment maintenance and operations in order to ensure worker safety as well as protection of property. Overall, the training program shall provide for employee competence, job knowledge, and an understanding of environmental, health and safety requirements. The Contractor's training program shall accomplish the following:

- a) Prepare and perform site health and safety briefings for workers and visitors.
- b) Increase employee performance and assure employee proficiency;
- c) Prepare employees for changing technology and regulatory requirements;
- d) Maintain all training records, including certification of training for all employees working on site activities;
- e) Be tailored based on EM mission and operational needs;
- f) Implement individual development goals and plans.

C.5.5. Document Control and Records Management

1. The Contractor shall develop, implement and maintain sound document control systems and processes to ensure efficient tracking, retrieval, revision control and distribution of documents, including drawings.
2. The Contractor shall maintain a Records Management Program. The Contractor shall manage records (regardless of media) in accordance with Title 44 USC, Chapters 21, 29, 31, 33, and 35; 36 CFR, Chapter 12, Subchapter B (Records Management) and DOE O 243.1B (Records Management Program), and any other DOE requirements as directed by the DCO. These functions include, but are not limited to, the following:
 - a) Tasks associated with creation/receipt, maintenance, storage/preservation, protecting, inventorying, scheduling, indexing and dispositioning active and inactive records in the performance of this Task Order. Records may be stored on-site within the Contractor's workspace; commercially off-site with proper DOE approval; or inactive records at a Federal Records Center.
 - b) Training records for all employees;
 - c) Retrieving records from on- and off-site storage facilities;
 - d) Supporting DOE records management data calls, as well as record requests including ongoing Freedom of Information Act (FOIA), Privacy Act, Energy Employee Occupational Illness Compensation Program Act (EEOICPA), Former Worker Medical Screening Program (FWP), Chronic Beryllium Disease Prevention Program

- (CBDPP), congressional inquiries, and legal discovery requests;
- e) The Contractor shall ensure records classified as Quality Assurance (QA) records under ANSI/ASME NQA-1 (Requirement 17), if applicable, are categorized appropriately and managed in accordance with 36 CFR Chapter 12, Subchapter B and are traceable to the applicable item, activity or facility.
 - f) The Contractor shall develop and implement records management controls to ensure that the identification, maintenance, and disposition of electronic records (including email) are managed through the use of records management applications, in accordance with Federal and Department requirements and guidelines. Additionally, the Contractor must incorporate controls into electronic information systems or integrate them into a recordkeeping system that is external to the information system itself in accordance with 36 CFR Chapter 12 Paragraph 1236, Electronic Records Management.
 - g) The Contractor shall ensure that records generated/received in the performance of the Task Order, including records obtained from a predecessor contractor, that contain personal information retrieved by name or another personal identifier are categorized and maintained in Privacy Act systems of records, in accordance with FAR 52.224-2, the “*Privacy Act*”, and DOE Order 206.1, “*DOE Privacy Program*.”
 - h) Except for those defined as contractor-owned (in accordance with DEAR 970.5204-3, “*Access to and Ownership of Records*,” see Section I), all records (see 44 USC 3301 for the statutory definition of a record) acquired or generated by the Contractor in the performance of this Task Order including, but not limited to, records from a predecessor contractor (if applicable) and records described by the Task Order as being maintained in Privacy Act Systems of Records, shall be the property of the Government.
 - i) The Contractor shall preserve and disposition records/information content in accordance with National Archives and Records Administration-approved records disposition schedules (DOE Record Disposition Schedules), as posted on the DOE Office of the Chief Information Officer (OCIO) Records Management web page. Note: Records retention standards are applicable for the classes of records described therein, whether or not the records are owned by the Government or the Contractor (DEAR 970.5204-3).
 - j) The Contractor shall create and maintain an Administrative Record (AR), which is a compilation of all documents that are considered or relied on when response-action decisions are made, including records generated under the previous contract. Public participation in the development of the AR is required by law. Materials that are typically part of the project record and that have been identified for inclusion in the AR shall be duplicated in their entirety for both the project records and the AR. The only exceptions to this would be very large sets of materials (e.g., the complete set of Environmental Impact Statement references), which should be placed in the AR along with a color page “flag”—placed in both the project record and the AR—stating that the sole hard copy is in the AR.
 - k) The Contractor shall prepare/revise, submit for DOE approval, and execute an

approved Records Management Plan, File Plan (and updates), Vital Records Plan and Inventory, Records Disposition Plan (and updates), and Records Management Close-out Plan consistent with records management regulations, including Section I clause entitled “DEAR 970.5204-3 Access to and Ownership of Records” and Section H clause entitled “Privacy Act Systems of Records”.

C.5.6. Regulatory Support Activities

1. The Contractor shall, in coordination with DOE, support regulatory interface activities with the DTSC, the State of California Ventura County, and the State of California Los Angeles Regional Water Quality Control Board to ensure full compliance with all applicable health and safety regulations as well as applicable and negotiated environmental regulations and requirements. Regulatory support shall also cover diverse areas such as permitted discharges to air and water, radiation and hazardous waste regulations, and State Occupational Safety and Health Administration (OSHA) rules and regulations. A list of current required permits is located within Appendix 10 of this PWS. In addition, regulatory support activities shall include the following:
 - a) Maintain a high level of working knowledge of environmental, health and safety regulatory requirements and the ability to effectively interpret and apply such requirements;
 - b) Assist DOE with local, state and federal regulatory affairs;
 - c) Monitor compliance with Environment, Safety and Health (ES&H) requirements;
 - d) Prevent non-compliance through internal assessments and early detection of potential non-compliance;
 - e) Assist DOE in negotiation and coordination of all ES&H activities with regulators in the areas of permit modifications, defining technical scopes of work and modifications thereto, preparation for regulatory inspections, and preparation of reports and responses to regulators.

Regulatory support activities under this PWS do not include public outreach or public affairs support.

2. Regulatory Compliance and Permits:

The Contractor shall be responsible for coordinating with Boeing to prepare appropriate transmittals and applications for transfer or modification of all necessary operating and environmental permits, agreements, licenses, etc. from Boeing to the Contractor for all DOE owned/Contractor operated facilities, systems or processes. The Contractor shall evaluate all current permits and agreements necessary for performance of this PWS. The Contractor shall be a co-permittee for the RMHF and HWMF RCRA Part A permits, Certified Unified Program Agency (CUPA) (part of

Hazardous Material Business Plan permit), Ventura County Air Permit, Hazardous Materials Certificate of Registration and California Air Resource Board (CARB) permit.

The Contractor shall:

- a) Establish and document an Environmental Management System (EMS) that is compliant with all applicable laws, regulations, and DOE directives (including DOE O 436.1, Departmental Sustainability); the EMS Description shall be submitted for DCOR/DOE approval within 90 days of the NTP.
- b) Comply with all existing regulatory agreements and permits and renew existing permits and/or obtain new permits as necessary.
- c) Comply with the terms of the 2007 Consent Order (Appendix 7), 2010 AOC (Appendix 8), the DOE and Landowner Access Agreement (Appendix 1) and other regulatory permits and agreements in place for ETEC. The regulatory process for evaluating and selecting the approaches for D&D and waste disposition will include stakeholder participation.
- d) The Contractor shall also be required to sign Exhibit E of the DOE and Landowner Access Agreement as prescribed in Appendix 1.

C.5.7. Phase Out and Closeout Activities

Phase Out Activities

1. The Contractor shall submit a Phase-Out Transition Plan to include its approach to adequately phase-out all Task Order activities.
2. The Contractor shall perform those activities that are necessary to transition the work under this Task Order to a successor Contractor in a manner that (1) assures that all work for which the Contractor is responsible under the Task Order is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent contractor; and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner.
3. The Phase-Out Transition Plan shall include a schedule of major activities, and address as a minimum:
 - A training and orientation program for the successor contractor to cover the complete scope of work covered by the Task Order and other specific requirements associated with work efforts at the ETEC site;
 - Communication process among DOE, the Contractor, assigned subcontractors, incumbent employees, and the successor contractor and/or subcontractors;

- Identification of key transition issues and milestones;
- Identification of a transition team (inclusive of consultants and teaming members, if any);
- Approach to minimizing impacts on continuity of operations;
- Dispute resolution;
- Transition of programs, plans and projects;
- Transition and/or modification of necessary permits, which shall include list of permits and purpose. All permits shall be submitted to DOE initially at least 90 days prior to the date they are to be submitted to the regulatory agency and final permits are to be submitted to DOE at least 30 days prior to the date of submittal to the regulatory agency.
- Transition of existing management and operating systems, plans, procedures, programs (e.g., Project Management, Operating Procedures, Worker Safety and Health plan, QA plan, ISMS program, Occupational Radiation Protection Program, Waste Management Program, and Records Management Program);
- Transition of all Task/Sub-task responsibilities, functions, and activities;
- Transition of all interface control documents; and
- Transition of any other documents or records that would be required for a successor contractor to adequately and efficiently provide support at ETEC.

Upon DOE approval of the Phase-Out Transition Plan, the Contractor shall complete the activities described in the plan by the end date of the Task Order or option ordering period specified in Section B, whichever comes later. The Phase-Out Transition Plan shall be submitted in accordance with this PWS and Section J, Attachment J-B “Task Order Deliverables/Submittals” at least 60 days prior to the end of the Task Order period.

Closeout Activities

1. The Contractor shall submit a Closeout Plan to document the necessary steps the Contractor shall take to adequately closeout the Task Order. The Closeout Plan shall include a schedule of major activities, and address as a minimum:
 - Identification of all Task Order deliverables submitted and accepted. The Contractor shall include date submitted, DOE acceptance date (if applicable) and status of any remaining open deliverables.
 - Status of all requirements in Section C completed under this Task Order.
 - Identification of all subcontracts along with status of each subcontract’s settlement and final payment. The Contractor shall identify for each subcontract under this Task Order whether final invoices have been paid, date of final payment, current status of settlement, and any other outstanding issues related to final settlement and payment of subcontracts.

- The Contractor shall document each Contractor and subcontractor employee name and indicate whether the site/security badges have been returned to Boeing. Proof of Boeing acceptance for return of all site/security badges shall be included.
 - The Contractor shall provide status of the final invoice.
 - The Contractor shall provide status of the final CPARS report.
2. The Closeout Plan shall be submitted in accordance with this PWS and Section J, Attachment J-B “Task Order Deliverables/Submittals.” at least 60 days prior to the end of the task order period. Final payment may be withheld by DOE until all of the necessary activities are completed by the Contractor.
 3. Upon completion of the Task Order, a final modification will be executed to officially close out the Task Order. A final release statement will be included in the closeout modification where the Contractor discharges the Government, its officers, agents and employees from all liabilities, obligations and claims under the Task Order.

C.5.8. Energy Employees Occupational Illness Compensation Program Act of 2000 (EEOICPA)

The EEOICPA establishes a program to provide compensation to current and former employees of the Department of Energy (DOE), its contractors and subcontractors, companies that provided beryllium to DOE, and atomic weapons employers (AWEs). Under EEOICPA, the DOE’s Office of Health, Safety, and Security, HS-15, has a requirement to verify employment histories, provide medical records, and provide radiation dose records and other information pertinent to National Institute for Occupational Safety and Health (NIOSH) radiation dose reconstruction and Department of Labor (DOL) Subtitle B and Subtitle E case preparation for anyone who applies for compensation under EEOICPA.

The Contractor shall establish a program and respond to the requirements of the EEOICPA for their employees and activities starting with the date of this Task Order award. Activities shall include:

1. Perform the work necessary to complete EE-5 Employment Verification Forms requested by DOL for the EEOICPA Subtitle B program;
2. Perform the work necessary to provide Personnel Exposure information requested by NIOSH as part of the EEOICPA Subtitle B program;
3. Perform the work necessary to complete Document Acquisition Requests (DARs) submitted by DOL for the EEOICPA Subtitle E program;
4. Perform the work necessary to provide Visitor Personnel Exposure or information requested as part of the EEOICPA Subtitle B program;
5. Perform other necessary EEOICPA related records work, as needed;
6. Maintain local records to track the activities conducted under EEOICPA;

The Contractor shall conduct the following work tasks within 60 days from receipt of request in support of the EEOICPA:

7. Perform the work necessary to complete Employment Verifications requested by DOL for the EEOICPA Subtitle B program:
 - a) Research and retrieve records needed to complete claims forms;
 - b) If necessary, work with corporate entities or unions to verify employment of former site workers;
 - c) Complete all necessary claims forms associated with the request;
 - d) Complete declassification, as needed, of records required for the processing of claims forms;
 - e) Mail completed forms, along with any attachments, to DOL;
 - f) Perform the work necessary to provide personnel exposure information requested by NIOSH as part of the EEOICPA Subtitle B program:
 - Research and retrieve records needed to complete claims forms;
 - Complete declassification, as needed, of records required for the processing of claims form;
 - Complete and sign off on all necessary claims forms associated with the request;
 - Mail completed forms and records requested to NIOSH;
 - g) Perform the work necessary to complete Document Acquisition Requests (DARs) submitted by DOL as part of the EEOICPA Subtitle E program:
 - Research and retrieve records needed to complete claims forms;
 - Complete declassification, as needed, of records required for the processing of claims;
 - Complete and sign off on all necessary claims forms associated with the request;
 - Mail completed forms and records requested to DOL;
 - h) Perform the work necessary to provide Additional Personnel Exposure Information or Visitor Personnel Exposure Information requested by Oak Ridge Associated Universities (ORAU; contractor to NIOSH) as part of the EEOICPA Subtitle B program:
 - Research and retrieve records needed to complete claims forms;
 - Complete declassification, as needed, of records required for the processing of claims form;
 - Complete and sign off on all necessary claims forms associated with the request;

- Mail completed forms and records requested to ORAU;
- i) The Contractor shall respond to any other inquiries and perform special projects as required by the EEOICPA;
- j) Maintain local records to track the activities under EEOICPA. These records shall be used to report status in the Contractor's Monthly Progress Report. Categories to be reported include the following:
- DOL-Employment Verification;
 - Exposure Data;
 - NIOSH – Requests;
 - NIOSH – Supplemental Data Request;
 - DAR Requests;
 - DOE Exposure Requests;
- k) Information to be reported for the above categories includes the following:
- Outstanding requests at beginning of reporting period;
 - Outstanding requests at end of reporting period;
 - Requests received during the reporting period;
 - Requests completed during reporting period;
 - Total hours;
 - Total cost.

C.6 D&D WORK (CLINS 00008, 00009 and 00010)

Commencement of any D&D Option CLIN, including D&D mobilization activities, may not begin until DOE completes the ETEC EIS and issues the ROD. Completing the EIS and issuing the ROD are DOE functions and are NOT tasks that the Contractor shall perform. DOE's decision whether to exercise any D&D Option CLIN will be contingent upon the remedy identified in the ROD.

Non-radiological facilities will be surveyed and confirmed to be categorized for free release for demolition prior to the CLINs being exercised. The Contractor shall remove all equipment, furniture, and building structural material, including foundations, footers, and underground utilities within a facility footprint.

If a D&D Option CLIN is exercised, all D&D activities shall be completed according to CLIN specific D&D plans that the Contractor will develop and DTSC will approve for demolition of facilities in Area IV at the SSFL. The Contractor shall prepare detailed D&D plans, schedule and detailed procedures that describe the D&D activities. These detailed D&D plans shall require approval by both DOE and DTSC before any D&D work can begin. The Contractor

shall submit the D&D plan to DOE for approval no later than 45 days after the D&D option has been exercised. The Contractor shall allow DOE 30 days for initial review. The Contractor will then have 15 days to resolve comments with DOE prior to DOE's official submittal to DTSC for approval. The Contractor shall allow 45 days for DTSC review and approval.

There are three distinct D&D CLINS. CLIN 00008 includes demolition of the HWMF Complex, the Sodium Pump Test Facility (SPTF), and the Former ETEC Headquarters and LMDL-2. CLIN 00009 includes demolition of the SNAP Environmental Test Facility. CLIN 00010 includes demolition of the RMHF. The D&D option CLINs are organized per facility D&D effort and shall be performed in the following sequential order: first CLIN 00008, then CLIN 00009 and lastly CLIN 00010. CLIN 00010 for the RMHF shall be the last D&D work scope activity performed under the Task Order.

D&D conducted under each CLIN, if DOE exercises the option for a particular CLIN, shall include the following activities. These shall be described in the Contractor's CLIN specific D&D plans.

Appendix 3 contains a list of numbered structures that are required to be demolished under each D&D Option CLIN.

C.6.1. Pre-Demolition

Pre-demolition activities shall include documentation review, pre-demolition inspections, pre-demolition planning, demolition preparation and abatement. The following activities shall be performed prior to the commencement of demolition, as needed:

1. Prior to preparation of the detailed D&D plans, the Contractor shall conduct an evaluation of previously prepared documents to identify potential hazards that may be encountered. The review shall include historical information pertaining to activities, processes, and chemical and radiological use at the facility(ies) planned for demolition to identify potential wastes and constituents of concern. The review will focus on potential chemical/radiological residues and/or contamination that may be present on facility structural elements, floors, concrete/asphalt pavement and pads, ceilings, and equipment.
2. The Contractor shall also conduct physical inspections of demolition project sites as needed to identify potential wastes and factors that may affect how those wastes are characterized. The Contractor's physical inspection shall include investigating and/or locating undocumented below grade features via underground investigation marking and mapping services. Results of the pre-demolition physical inspections shall be incorporated into the detailed D&D plans. These pre-demolition inspections shall be used to develop waste management strategies that assure wastes are addressed in

compliance with requirements and are handled as safely and efficiently as possible. The Contractor shall develop waste management strategies based on the outcomes of inspections that have been performed and will incorporate those into the overall D&D plan.

3. D&D Plans-- Pre-demolition activities shall include preparation of the detailed D&D plans for DOE and DTSC approval.
 - a. Specific components of the D&D plan for each D&D Option CLIN shall include: maps; figures; a detailed description of buildings and the proposed equipment, methods and extent of removals; health and safety requirements; specific waste management profiles; expected waste streams and volumes; waste management and disposal requirements; results of pre-demolition physical inspections; site restoration requirements; existing radiological survey data as provided by DOE (*see Appendix 6 to this PWS, EPA Final Report entitled "Final Radiological Characterization of Soils Area IV and the Northern Buffer Zone"*); and the locations/results of pertinent waste characterization samples. The end state for each D&D project shall be clearly described. The expected end state for all D&D projects is a stabilized site ready for transition to the soils investigation efforts outlined in the AOC.
 - b. D&D plans shall include comprehensive, detailed listings of tasks and sub-tasks, including those involved with waste management that must be accomplished to complete the demolition project.
 - c. D&D plans shall address hoisting and rigging, critical lifts, work at elevated surfaces, work near utility lines, internal traffic control, safe working clearance, and other work zone and industrial hazards associated with the demolition.
 - d. Specific components to be addressed within the D&D plans for waste management shall include: waste generation, characterization, packaging and shipping, and QA verification.
 - e. The D&D plans shall also consider the radiological and chemical hazards before and during demolition. The D&D plans shall discuss the Contractor's plan to survey prior to shipping off-site and disposal of all demolition materials and waste. This survey shall include chemical and radiological screening to ensure that the waste meets the waste acceptance criteria of the receiving facility. The building surface and volumetric data shall be used to evaluate the risks of debris transport and to determine if any building debris requires management as radioactive waste.
 - f. A demolition schedule shall be included in the D&D Plan.

- g. The D&D plans shall include a signed statement from a California-licensed Professional Engineer, based on a review of historical documentation certifying, to the best of their knowledge and belief, there were/or were not any radiological-related activities, if any, conducted in any structure of the demolition.
- h. The D&D plans shall include an assessment of potential impacts the proposed activities may have on active characterization or remediation efforts, on permanent groundwater monitoring, or on remediation systems.
- i. The D&D plans shall describe demolition preparation activities including disposition of any remaining furniture, appliances, fixtures, office equipment, and removal of liquids from equipment. Piping, tubing, compressors, pumps, hoists and other equipment with refrigerants, oils or hydraulic fluids shall be drained by a licensed contractor, if necessary, until no other additional material can be removed. Lines and equipment that have held hazardous materials or hazardous wastes, and which are designated for disposal or recycling as scrap, shall be managed by Title 22 of the California Code of Regulations during demolition, and shall not be rinsed or otherwise cleaned beyond gravity draining, physical scraping, wiping, pigging, etc.
- j. The D&D plans shall describe the Contractor's approach for removal and disposition of any remaining tanks, pressure vessel draining, and purging. The contents of tanks and pressure vessels located at demolition sites shall be evacuated through depletion, transfer to other storage, or venting as applicable. With the exception of those designated for continued use that may be damaged by atmospheric exposure, tanks and vessels shall be left open to the atmosphere once the contents have been evacuated. Tanks that have held hazardous materials or wastes, and which are designated for disposal or recycling as scrap metal, shall only be rinsed or otherwise cleaned in compliance with Section 67383.3 in Title 22 of the California Code of Regulations.
- k. The Contractor shall describe in the D&D plans disposition of any remaining or residual liquids, oil, or hydraulic fluid and its approach to loose paint abatement. Paint on buildings and equipment is assumed to be lead-based, unless evidence is available demonstrating otherwise. Buildings and structures with areas of peeling or flaking paint large enough to impact demolition waste characterization shall either undergo lead paint abatement or the subsequent demolition waste shall be managed as hazardous waste. When lead paint abatement is performed, the removed material shall be collected, containerized, and managed as hazardous waste.
- l. The Contractor shall describe their plans for asbestos abatement and

management of universal waste. This shall include activities to survey and remove all asbestos containing materials (ACMs), universal waste (e.g. mercury in electrical equipment), and Polychlorinated Biphenyls (PCBs) in order to render the site safe for demolition. All buildings shall require asbestos, universal waste and PCB surveys prior to demolition. ACMs could consist of insulation on conventional piping and plumbing, boilers, steam generators or heaters. Asbestos may also be found in ceiling tiles, floor tiles, gaskets, structural supports, fire walls, roofing materials, etc. Specialized asbestos insulation configurations will be found on the sodium piping loops in several facilities. When non-friable or friable asbestos is detected during the asbestos survey, a licensed asbestos abatement contractor shall be employed to remove the asbestos. Lamps, ballasts, switches, mercury-containing articles or other articles that are universal wastes or that may be otherwise hazardous shall be removed, segregated, containerized as required and transported to an appropriate recycling or disposal facility.

- m. During pre-demolition surveys, trash and debris, deposits of potentially hazardous materials, and potentially hazardous residues of various kinds may be observed. The Contractor shall describe management of these materials in its D&D plans. These materials may be removed prior to demolition if the impact on waste characterization of the underlying material is sufficiently ameliorated, or the entire mass, including deposit/residue, shall be characterized as a whole to determine whether it is hazardous waste or not. No sifting or invasive separation methods shall occur in debris piles intermixed with soil, to ensure that soil conditions shall not be disturbed without DTSC concurrence. Only visible debris or trash shall be removed from piles. Only physical/mechanical removal methods shall be employed to remove deposits and residues. Potentially hazardous deposits and residues shall not be rinsed or washed from materials that are to become wastes.
- n. Each D&D plan shall include provisions for compliance with the Migratory Bird Treaty Act.
- o. The Contractor shall conduct biological and cultural resource monitoring in compliance with Section 7 of the Endangered Species Act and Section 106 of the National Historic Preservation Act for all D&D areas. The necessary clearances for biological resources and cultural resources shall also be performed prior to any D&D activities. Results shall be reported within the D&D plans.
- p. Storm Water Pollution Prevention Plans (SWPPPs) shall be developed for construction areas greater than one acre in size as required by the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity (General Permit)

Water Quality Order 99-08 DWQ. The SWPPP Notice of Intent shall be filed with the State Water Quality Control Board.

4. The Contractor shall implement an effective safety program for all D&D activities. Considering the requirements for the ISMS, Worker Safety and Health Plan, QA Plan, and Occupational Radiation Safety Program previously discussed under Section C.5 Project Support, the Contractor shall review and update these programs and plans for implementation of D&D activities, and shall submit them for DOE approval.
5. Facility preparation activity shall also include reviewing utility as-built drawings for all structures abandoned in place, as well as disconnecting utilities and services in preparation for D&D activities. The Contractor shall use air-gapping or other physical means to ensure that utilities are de-energized prior to D&D activities. Utilities and services necessary for demolition activities to comply with OSHA standards and codes shall be installed.
6. For the radiological facilities D&D and any asbestos abatement, the Contractor shall perform all analyses required to demonstrate compliance with NESHAP requirements and prepare any required notifications. Notifications shall be submitted for approval at least 21 days prior to the start of asbestos removal. Results shall be reported within the D&D plan.
7. DTSC shall be informed of demolition activities at least 30 days in advance of commencement of demolition operations for any demolition project.
8. The Contractor shall be responsible for supporting pre-demolition site tours related to the specific D&D effort. This shall include site access and site transportation.

C.6.2. Demolition

Demolition activities shall include demolition operations as developed and described in the detailed D&D plans for each CLIN. In addition, the following conditions shall apply:

1. The Contractor shall provide an archeologist and Native American monitor for all ground disturbing activities in accordance with Section 106 of the National Historic Preservation Act.
2. The Contractor shall provide a biological monitor in compliance with Section 7 of the Endangered Species Act for all D&D areas. The necessary clearances for biological resources shall be performed prior to any D&D activities. Results shall be reported within the D&D plans.
3. Demolition shall be conducted in a manner to minimize the comingling of waste types. Demolition shall be conducted to avoid disturbance of underlying soil. Materials such

as stained concrete shall be segregated for subsequent characterization and disposal. Generation of soil shall be minimized. If removal of contaminated soil for offsite disposal is necessary as the result of site stabilization or safety concerns, soil shall be containerized and DTSC shall be consulted prior to removal. If removal of contaminated soil for offsite disposal is necessary, the Contractor shall segregate costs, and shall coordinate with the DCO to establish a price for project impacts relating to the management of contaminated soil.

4. Explosive demolition techniques shall not be used.
5. Below-grade vault removal may require soil excavation to provide access and maintain setback requirements for safe excavation. Excavated soils shall be stockpiled and used only to backfill the excavation from which they came.
6. The Contractor shall perform the following additional D&D activities for the Sodium Pump Test Facility (includes buildings 4462 and 4463):
 - a. Remove the exterior cables, instrumentation, auxiliary gas and fluid lines, component insulation, and heater elements that cover or attach to the sodium loop subsystems;
 - b. Selectively dismantle auxiliary systems components to provide clearance and a working area;
 - c. Remove sodium pipe and components in sections sized so that they can be safely maneuvered; and,
 - d. Remove all sodium and sodium compounds, clean all sodium containing components and recycle metal scrap and sodium hydroxide to the extent practical.
7. The Contractor shall use best management practices during D&D activities to disturb as little as possible of the underlying soil. The Contractor shall ensure that stockpiled soil is properly covered and appropriate dust control measures are employed to limit airborne releases.
8. The Contractor shall employ dust control and dust protection measures when the generation of dust resulting from demolition activities must be mitigated. Water used for dust suppression shall be contained within the D&D work areas.
9. The Contractor shall supply sufficient field oversight to maintain worker safety, radiological protections and procedures, storm water controls, and efficient project implementation.
10. All demolition activities shall be performed utilizing qualified OSHA HAZWOPER

and radiation trained (for demolition of radiological buildings) Contractor personnel.

11. When performing demolition activities that expose soil, the Contractor shall observe the excavation to determine if there is the potential for previously undocumented releases of hazardous substances to have occurred. Indications of previously undocumented releases could include stained, discolored, wet, or saturated soils; odors; or the discovery of previously unknown features such as tanks or sumps that could indicate past chemical use. If such features are discovered, the Contractor shall pause work in the affected area, notify DOE, and propose a path forward to evaluate the area further and resume work. In such situations, the Contractor shall take necessary actions to minimize health and environmental impacts of the suspected contamination, and to minimize the generation of hazardous or mixed wastes. Should these situations occur, the Contractor shall also segregate costs associated with the presence of previously undocumented releases of hazardous substances, and shall coordinate with the DCO to establish a price for project impacts relating to the presence of the previously undocumented release.
12. The Contractor shall pause work in the affected area and notify DOE if it encounters previously unknown features, the removal of which would result in excavation or soil disturbance to a depth greater than three feet below ground surface. If such features are discovered, the Contractor shall propose a path forward to evaluate the area further, assess the amount of excavation that would be required, and resume work. Should these situations occur, the Contractor shall also segregate costs associated with the presence of previously unknown features, and shall coordinate with the DCO to establish a price for project impacts relating to the presence of the previously unknown features.
13. In the event that an undocumented (i.e., not identified or discovered previously) underground storage tank (UST) is discovered during demolition, the Contractor shall cease work in the vicinity immediately and notify DOE. The Contractor shall propose a path forward to evaluate the area further and resume work. However, the discovery shall remain undisturbed until an investigation has been performed and a course of action is developed and shared with DTSC. Should this situation occur, the Contractor shall segregate costs associated with the discovery of the UST, and shall coordinate with the DCO to establish a price for project impacts relating to the presence of the UST.
14. All field operations will be overseen by DOE, in consultation with the DTSC. DOE will have oversight personnel overseeing day to day operations, including compliance with health and safety requirements. DOE will monitor project progress and provide overall direction. DTSC will have access to the site to monitor compliance with regulatory requirements and to evaluate potential impacts of demolition on the soil investigation.

C.6.3. Management of Demolition Materials and Waste Disposal

The Contractor shall perform the necessary activities for management of demolition materials and waste disposal in accordance with the Contractor's CLIN specific D&D plans. In addition, the following activities shall be performed:

1. The Contractor shall modify the Waste Management Plan to include demolition waste and submit to DOE for approval 90 days prior to commencement of D&D activities.
2. The Contractor shall ship all radioactive waste to a properly permitted and licensed disposal facility based upon the waste acceptance criteria of that facility. Prior to use of a non-DOE waste treatment and/or disposal facility, the Contractor shall prepare an exemption request and receive DOE approval for use of a non-DOE facility for disposal of radioactive waste in compliance with DOE O 435.1, and if applicable, DOE 458.1 Authorized Limits approval documentation.
3. Waste shall be generated, characterized, and packaged per specific waste handling procedures that provide the requirements for loading the waste into containers, recording its description, and completing the waste inventory documentation. All operations shall be performed by trained personnel and in accordance with safety and quality assurance requirements. Containers may be stored at the job site, or be placed in storage at a limited access storage area, pending shipment. Waste may be transferred to the RMHF for size reduction, additional characterization, and storage prior to shipment.
4. There shall be no on-site disposal of demolition waste.
5. Hazardous wastes shall be managed in accordance with Title 40 of the Code of Federal Regulations, Title 22 of the California Code of Regulations, and Chapter 6.5 of Division 20 of the California Health and Safety Code. All hazardous wastes shall be accumulated in closed containers (including lined roll-off bins), tanks, or lined trucks/trailers that prevent the release of any material. Wastes that are hazardous or potentially hazardous shall not be managed using practices such as stockpiling, where the wastes are accumulated outside of lined and closed containers.
6. Segregation, waste compatibility, container labeling, accumulation times, and all other management requirements for hazardous wastes stated in local, state, and federal regulations identified above shall be observed for all wastes as applicable.
7. Once roll-off bins containing hazardous wastes have been filled at the demolition site, they shall be transported only to a staging area that has been designated for that purpose. In all cases, bins containing hazardous wastes shall be transported for off-site disposal within the prescribed 90-day accumulation period as required by RCRA permit.

8. Like all containers of hazardous wastes, roll-off bins shall be kept securely closed, except when wastes are actually being transferred into or out of them.
9. Hazardous wastes that comply with the requirements for Satellite Accumulation Areas as stated in State and Federal regulations may be maintained at the demolition site.
10. Demolition materials determined to be non-hazardous waste and non-radiological material shall be stored, packaged, shipped, and disposed as solid waste in accordance with local, state, and federal regulations.
11. Demolition materials shall be recycled whenever possible and practical in compliance with Ventura County's Ordinance 4357 for construction/demolition debris. DTSC shall be consulted prior to recycling of materials. No materials shall be recycled from radiological facilities.
12. All oil-filled transformers shall undergo verification for the presence of PCBs.
13. All recycling of demolition material shall be carried out in accordance with Chapter 6.5, Article 4 of Division 20 of the California Health and Safety Code and Chapters 11 and 16, Division 4.5 of Title 22 of the California Code of Regulations.
14. During demolition, recoverable metal shall be segregated from other demolition wastes and transported to a metal recycling facility. No materials shall be recycled from radiological facilities.
15. The Contractor shall ensure compliance with the 2010 AOC (Appendix 8) for waste disposition as noted in the Agreement In Principle at page 3.
16. The Contractor shall dispose of all debris from CLINs 00009 and 00010 as low-level radioactive waste or mixed low-level radioactive waste or other out-of-state disposition pathway specifically approved by DOE (except for debris from Building 4019, which has been declared free of contamination).
17. The Contractor shall ensure compliance with the NEPA Environmental Impact Statement and Record of Decision and the CEQA analysis for transportation of waste off-site.
18. The dose rate on both sides of each demolition related, debris-filled truck/roll-off from former radiological buildings shall be monitored and recorded before it leaves the site.
19. No waste from ETEC shall be disposed at the Kettleman Hills disposal site in California.
20. Transportation off-site is controlled to cooperate with local homeowners adjacent to the site and along the access road, Woolsey Canyon Road. The Contractor shall comply with the requirements of the DOE/ETEC Transportation Plan (Appendix 11).

C.6.4. Post-Demolition Activities

The following post-demolition activities shall be performed:

1. Completion of D&D activities shall be consistent with all provisions of the AOC between the State of California and DOE dated 6 December 2010 (Appendix 8), and the NEPA EIS Record of Decision and the CEQA analysis; however, demonstration that the footprint soil (and any required backfill soil) meets the requirements of the AOC will be verified by the U.S. Environmental Protection Agency (EPA) and shall not be within the scope of this PWS.
2. Excavations less than three feet deep shall be re-graded using adjacent soils to restore site surface and ensure proper drainage. Excavated soils shall be stockpiled and used only to backfill the excavation from which they came. The Contractor may use material from an off-site location to backfill deeper excavations. However, the Contractor shall only use backfill material from sources approved by DOE and DTSC. Deeper excavations shall be backfilled to the pre-demolition surface, while ensuring proper drainage.
3. DTSC’s Green Remediation Initiative may be considered as D&D activities are completed and backfill is performed.
4. The Contractor shall prepare a D&D post-demolition report. This report shall include post-demolition maps, field reports, waste characterization information, photographic documentation, and complete copies of the debris/waste documents for recycling and disposal. The D&D post-demolition report for each D&D CLIN will be due within 45 days of completion of the D&D work.

C.7 DELIVERABLES

See Section J, Attachment B entitled “Task Order Deliverables/Submittals.”

C.8 LIST OF APPENDICES

Appendix 1	DOE and Landowner Access Agreement
Appendix 2	Site-wide Water Quality Sampling and Analysis Plan http://www.dtsc-ssfl.com/files/lib_rcra_groundwater/sitewidesap/saps/64788_2010-1202-M489_Site-Wide_WQSAP-F.pdf
Appendix 3	Listing of Facilities for D&D scope
Appendix 4	DOE Well Conditions Summary (MS Excel spreadsheet)

Appendix 5	RESERVED
Appendix 6	EPA Final Report entitled “Final Radiological Characterization of Soils Area IV and the Northern Buffer Zone” http://www.etc.energy.gov/Char_Cleanup/EPA_Soil_Char.html
Appendix 7	State of California Environmental Protection Agency DTSC 2007 Consent Order for Corrective Action with DOE, NASA, and Boeing
Appendix 8	State of California Environmental Protection Agency DTSC 2010 Administrative Order on Consent for Remedial Action with DOE
Appendix 9	Boeing Facility Transfer Checklist
Appendix 10	List of Required Permits
Appendix 11	DOE ETEC Transportation Plan
Appendix 12	ETEC Interface Matrix

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (the "Agreement") is made and entered into as of this 20th day of December, 2013, by and between the United States Department of Energy ("DOE") and The Boeing Company ("Boeing") (each a "Party" and collectively, the "Parties").

RECITALS:

A. WHEREAS, Boeing and the Federal government, administered by the National Aeronautics Space Administration ("NASA"), own the approximately 2,850 acres of real property located in Ventura County, California known as the Santa Susana Field Laboratory ("SSFL").

B. WHEREAS, the SSFL is divided into four (4) administrative areas and two undeveloped areas. Boeing owns the portions of SSFL commonly referred to as "Area I" (except for and excluding an approximately 42-acre parcel administered by NASA), "Area III", "Area IV", and the "Undeveloped Land" (the "Boeing Property"). NASA administers the portions of the SSFL commonly referred to as "Area II" (409.42 acres) and a 41.61-acre parcel of Area I (the "NASA Property"). The Boeing Property in Areas III and IV is accessed by crossing over the NASA Property. The NASA Property is accessed by crossing over the Boeing Property.

C. WHEREAS, DOE formerly operated the Energy Technology Engineering Center ("ETEC") on a 90-acre portion of Area IV on which DOE-owned buildings and other structures are located.

D. WHEREAS, the SSFL is undergoing site closure and environmental investigation and remediation activities. The site closure activities include or will include, without limitation, the demolition of buildings and others structures at the SSFL, as well as the removal of related infrastructure by Boeing, NASA and DOE.

E. WHEREAS, Boeing's period of performance under the contract between DOE and Boeing, No. DE-AC03-99SF21530, will expire on September 30, 2014.

F. WHEREAS, DOE seeks access to certain areas of the Boeing Property to perform activities, which may include building demolition, investigation and remediation, pursuant to the Administrative Order on Consent signed by DOE and the California Department of Toxic Substances Control ("DTSC") in 2010, the Record of Decision that DOE will issue when it completes the Environmental Impact Statement ("EIS") that DOE was ordered to complete by federal District Court Judge Samuel Conti in Case No. C-04-04448 SC, Northern District of California, and the 2007 Consent Order signed by DOE, NASA, Boeing and DTSC.

G. WHEREAS, Boeing is willing to grant DOE and its representatives, agents, contractors and subcontractors access to certain areas of the Boeing Property, for the limited purposes described in and subject to the terms, covenants, and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to provide the terms, covenants and conditions under which DOE and its representatives, agents, contractors and subcontractors (individually a "DOE Party" and collectively, "DOE Parties") may enter the Boeing Property to conduct environmental investigation, remediation, building

decontamination, decommissioning, and demolition (“D&D”) activities reasonably acceptable to Boeing and that DOE is required to perform pursuant to the Administrative Order on Consent signed by DOE and the California Department of Toxic Substances Control (“DTSC”) in 2010, the Record of Decision that DOE will issue when it completes the Environmental Impact Statement (“EIS”) that DOE was ordered to complete by federal District Court Judge Samuel Conti in Case No. C-04-04448 SC, Northern District of California, and the 2007 Consent Order signed by DOE, NASA, Boeing and DTSC, and related support/ancillary activities; provided, however, that this Agreement does not grant DOE access to perform any soil remediation in Area III of the Boeing Property (“Permitted Activities”).

2. Access to Boeing Property.

- a. Boeing grants the DOE Parties non-exclusive access to the following areas within the Boeing Property to perform the Permitted Activities: Area IV, the northern undeveloped land, primary paved roads to Area IV, and drainages originating in Area IV and leading into Area III, as those areas are identified on Exhibit A (“Access Areas”). DOE will ensure that each of DOE’s employees, contractors and subcontractors who access the Boeing Property under this Agreement understand that the access rights granted herein are strictly limited to the Access Areas and that Boeing does not grant, and that they may not, access any other area of the Boeing Property.
- b. DOE acknowledges and understands that this Agreement does not provide access to portions of the NASA Property necessary to access Area IV of the Boeing Property, and that DOE must obtain such access directly from NASA.
- c. Boeing reserves the right to refuse access to any person to its Property for any reason. However, before Boeing refuses access to the Property to any DOE or DOE contractor personnel, Boeing will make its best effort to contact the DOE Project Director to confer and advise DOE of the underlying issues.
- d. This Access Agreement does not allow and the DOE Parties are prohibited from using any onsite soil in the Access Area for backfilling activities.
- e. This Access Agreement does not allow and the DOE Parties and any DOE invitees are prohibited from collecting or sampling any surface water at the SSFL without Boeing’s prior written consent, or unless the sampling is required by an governmental authority with jurisdiction over the SSFL and DOE (in which case, DOE will provide Boeing with advance notice of the sampling).
- f. The DOE Parties will not construct or install any improvements or infrastructure or disturb any improvements or infrastructure (including without limitation, stormwater BMPs) maintained or owned by Boeing at the SSFL, without Boeing’s prior written consent.
- g. Boeing, and with advance notice to and concurrence by DOE (which concurrence will not be unreasonably withheld), Boeing’s agents, contractors and subcontractors, shall have the right to be present during and to observe all of DOE’s activities under this Agreement; however, by doing so, Boeing does not

relieve DOE of its liabilities or responsibilities under this Agreement. Notwithstanding the above, Boeing does not need to provide advance notice to or obtain concurrence from DOE in the event of an emergency or for work performed by Boeing's representatives, agents, contractors or subcontractors in the Access Area that does not involve or relate to work being performed by DOE.

- h. DOE recognizes that selected outside entities and their respective property are located within the Access Area. Such property is essential to support operations and activities at the site and neighboring communities. These outside entities include, but are not limited to, Southern California Edison (electrical lines and poles). These entities may be allowed to continue to operate and maintain their property until such time as the owning entity can remove the property or Boeing no longer grants access to such entities. When Boeing is aware that any such outside entities will be present in the Access Areas, Boeing will make its best efforts to notify DOE in advance so that DOE can accommodate the presence of the outside entities.
 - i. DOE recognizes that there are several easements recorded at the Boeing Property, including easements within the Access Areas, and that this Agreement is subject to those easements. Prior to the Effective Date of this Agreement, Boeing will provide DOE documentation showing the easement locations within the Access Areas. When DOE intends to conduct Permitted Activities within any easement within the Access Areas, it shall notify the easement holder and make such arrangements as the easement holder and DOE agree are reasonable under the circumstances. Such agreement shall be written and a copy of the written consent shall be provided to Boeing prior to any of Permitted Activities being performed in the easement areas.
 - j. Unless authorized by Boeing under this Agreement, access will not be permitted to the Boeing Property. For purposes of clarity, this Agreement does not allow DOE access to or use of any of the remediation systems or stormwater treatment facilities installed and/or operated at the SSFL by Boeing, including without limitation the GET System, except as expressly provided in this Agreement, or in a subsequent written agreement executed by the Parties.
3. Notice and Security.
- a. The Access Areas will be available to DOE at no charge during regular Boeing business hours (6:00 a.m. to 5:30 p.m., Monday through Friday, except when Boeing is closed).
 - b. Work to be performed outside of Boeing regular business hours, including overtime, weekend, and holiday work ("Off Hours Access") must be confirmed by the Boeing Project Manager prior to scheduling such work to ensure that a Boeing representative and/or security personnel can be onsite. Boeing will charge DOE for, any additional costs that Boeing incurs (including personnel and security costs) in connection with any requests by DOE for Off Hours Access; Boeing shall not charge DOE for any costs related to Off Hours Access that Boeing will have incurred notwithstanding DOE's request. Costs incurred by Boeing to provide Off

Hours Access to the DOE Parties may be submitted to DOE for reimbursement pursuant to Paragraph 20.d.

- c. DOE shall provide a minimum of three (3) calendar days prior advance notice of the schedule of the Permitted Activities.
- d. DOE shall ensure that all DOE Parties entering the Boeing Property are at least eighteen years of age, are provided a copy of this Agreement, agree to be bound by the terms, covenants, conditions and obligations set forth herein, and fully comply with this Agreement.
- e. Access to the SSFL is controlled through a gate with security presence. The DOE Parties will enter and exit from the SSFL Main Gate at the beginning and end of the work day. However, other roads and site gates that lead to/from site may be used on a periodic basis, with advance DOE notice to the Boeing Project Manager, to facilitate the Permitted Activities.
- f. Any DOE Parties who have a Boeing Non-Employee Badge (“Badge”) will have access to and within the Access Areas without needing a Boeing escort, provided such persons have completed the site Safety Orientation Briefing. DOE Parties who have a Badge may escort other DOE Parties who do not have a Badge, provided such DOE Parties have executed Boeing’s Non-Employee Escort Agreement (“Escort Contractors”), a copy of which is attached as Exhibit B. DOE intends to keep the number of personnel needing escort privileges to a minimum number necessary to achieve the objectives of the Permitted Activities. All DOE Parties who do not have a Badge must be escorted at all times by a Boeing representative or an Escort Contractor; provided that DOE Parties who are familiar with the SSFL and do not have a Badge may travel unescorted between the security gate and the Access Areas if an Escort Contractor is present in the Access Areas and ensures that such DOE Party arrives at and is under the observation of an Escort Contractor when working in the Access Areas.
- g. DOE shall provide at least two business days advance notice via e-mail to Boeing Santa Susana personnel (email to: joyce.a.kucinkas@boeing.com or such other email address provided to DOE) for all personnel, including without limitation, visitors and DOE Parties, who do not have a Badge, and require access to the Access Areas under this Agreement. When providing notice, DOE shall include the person’s name, their affiliation, their citizenship status, the purpose of the visit and intended route/sites. At the time of entry, such person(s) must have a picture identification issued by a government agency, such as a driver’s license, passport or other identification.
- h. For emergency response reasons, DOE will keep an updated daily log of all individuals who enter and exit the SSFL associated with the Permitted Activities. In the event of an emergency, DOE will provide Boeing a copy of the daily log.
- i. DOE acknowledges and understands that, as Boeing’s activities at the SSFL change, Boeing may reduce security staffing and business hours at the SSFL. Boeing will provide DOE at least sixty (60) days advance notice of any such changes, or any other changes to the notification requirements in this Paragraph 3.

4. Camera Permits. DOE acknowledges and understands that photographs at the SSFL site are not permitted without a camera permit from Boeing, a copy of which permit is attached as Exhibit C. DOE intends to keep the number of camera permits to a minimum necessary to achieve the objectives of the Permitted Activities. Any of the DOE Parties issued a camera permit shall comply with the terms of the permit and the requirements herein. Except as otherwise provided below, DOE will be permitted to take all photographs in Area IV and the northern undeveloped land as necessary to support the Permitted Activities. If any photographs include any Boeing employees, subjects, objects or structures outside of Area IV or the northern undeveloped land, or Boeing activities, work or improvements (including, without limitation, stormwater features and best management practices), DOE will consult with and obtain Boeing approval before making them publicly available.
5. Access by Others.
 - a. Boeing will allow members of the public identified by the DOE Project Manager access to Area IV and the northern undeveloped land, provided that a Boeing representative is present, or the Boeing Project Manager agrees in writing that Boeing accompaniment is not required. If requested by DOE, the Boeing representative will travel in a separate vehicle and maintain an appropriate distance in order to provide privacy to DOE and its guest(s). DOE will provide the name of each person of the general public coming onsite to the Boeing Project Manager and a general description of the purpose of the visit, at least 2 business days in advance of the entry date. Boeing and DOE will maintain visual contact of public visitors at all times while within the SSFL boundaries, except that DOE will have the ability to meet with visitors in private and without a Boeing representative present.
 - b. DOE may need to meet and work on-site with local, state and federal regulators and officials during the course of performing the Permitted Activities. Subject to the Security and Health and Safety requirements outlined in this Agreement, Boeing will provide access to any representative of a local, state or federal regulator that requires access, as identified by DOE, to the Access Areas for a purpose related to the Permitted Activities, including without limitation: California Department of Toxic Substances Control and California Department of Fish and Wildlife, U.S. Department of the Interior, the California Regional Water Quality Control Board and Ventura County.
 - c. DOE shall ensure that all public visitors entering the Boeing Property are in conformance with Boeing standard practices, are wearing proper attire, do not take any photographs without a camera permit from Boeing, and prior to entrance onto the Boeing Property, execute the release of liability and indemnification agreement attached hereto as Exhibit D.
 - d. DOE will provide a safety orientation to members of the public and others who will access the SSFL.

6. Cooperation and Coordination

- a. Boeing and DOE will work cooperatively and in good faith to prevent interference with the performance of the Permitted Activities, and Boeing's use of and activities on and around the Access Areas, including without limitation, closure activities (such as D&D), investigation and remediation work.
 - i. DOE will coordinate with Boeing with respect to the Permitted Activities. Boeing will coordinate with DOE with respect to activities performed by or on behalf of Boeing within the Access Areas.
 - ii. The Parties acknowledge and agree that certain activities at the SSFL, for example trucking and road maintenance, will need to be addressed through one or more separate agreements that include Boeing, DOE and NASA. The Parties agree to work in good faith to negotiate an agreement no later than June 1, 2014, that governs trucking and road maintenance issues at the SSFL.
- b. Boeing and DOE also shall cooperate and coordinate on any investigation or remediation of groundwater or other issues at the SSFL for which the Parties are jointly involved, including without limitation: 3D groundwater flow model development; RFI Groundwater Report; Corrective Measures Report (for groundwater); and reinjection of treated groundwater ("Joint Issues"). The Parties will share with each other non-privileged environmental data and other relevant information related to the Joint Issues.
- c. Following the execution of this Agreement, Boeing's Project Manager will meet with the DOE Project Manager at the SSFL on a weekly basis ("Weekly Meetings") to discuss the Joint Issues and any other upcoming activities that each Party plans to conduct over the next week within the Access Areas. If Boeing plans to conduct any work in the Access Areas, the parties will coordinate to ensure that Boeing is aware of and can instruct its employees, agents and contractors to follow, any safety or biological and cultural resources guidelines and instructions from DOE with respect to work that DOE has conducted or will be conducting at that time in the Access Areas. These meetings may be conducted via conference call if necessary. If requested, each party shall provide the other any non-privileged, reasonably available documentation of the proposed activities discussed in the Weekly Meetings. Each Party also will promptly make available to the other Party upon request, any air monitoring data the Party has collected at the SSFL during the term of this Agreement. Meetings may be cancelled at any time with concurrence by both parties if no Permitted Activities are occurring or no change has occurred since the last meeting.
- d. Any information exchanged between the Parties outside of the Weekly Meetings may be transmitted by telephone or email to the Project Managers identified in this Agreement, unless specifically requested to provide written documentation.
- e. The Parties will inform each other (by telephone and email) as soon as reasonably possible of, but in no event more than 24 hours after, any unanticipated or

emergency situations or events that arise within the Access Area and are not covered during the Weekly Meeting.

- f. The points of contact for each Party for purposes of this Agreement, including the Project Managers, are provided in Paragraph 19 below.
 - g. DOE acknowledges that Boeing has an interest in fully understanding any actions being considered by DOE in carrying out the Permitted Activities that may impact Boeing's rights and interests as the owner of the Access Areas. The Parties agree to use their best efforts to have cooperative discussions, including with regulatory agencies and third parties as appropriate, to ensure that any such actions fully take into account Boeing's interests as the owner of the Access Areas.
7. Additional Boeing Assistance. Boeing will cooperate with DOE to provide, upon request, the below additional support for the Permitted Activities:
- a. enabling DOE to install "daisy chain" locks on gates into the northern undeveloped land and into Area IV;
 - b. assistance facilitating entry of the DOE Parties in and out of the SSFL front gate;
 - c. providing information on all hazards or obstructions known to Boeing in the Access Areas; and
 - d. approval of camera permits, as necessary, for persons identified by DOE.
8. Stormwater Permit and Management
- a. The Parties acknowledge that the Boeing NPDES Permit applies to the entire SSFL, including the Access Area, and that some outfalls are located within the Access Area.
 - b. The Parties also acknowledge that the Boeing NPDES Permit imposes monitoring and other obligations on Boeing, and that stipulated penalties apply to any violation of the Permit.
 - c. The Parties further acknowledge that stormwater flows from the Access Areas to Boeing outfalls located in the Access Areas or other parts of the SSFL if the stormwater is not diverted or otherwise interrupted by DOE.
 - d. The Parties acknowledge and agree that it is not in either Party's interest for any activities at the SSFL to cause a violation of the Boeing NPDES Permit.
 - e. The Parties agree that, so long as Boeing maintains the Boeing NPDES Permit, DOE may rely on the permit and need not obtain a separate stormwater NPDES permit; provided, however that:
 - i. DOE must obtain on its own, separate construction stormwater NPDES permits in connection with the performance of its Permitted Activities;
 - ii. DOE may only discharge into any outfalls subject to the Boeing NPDES Permit clean stormwater that meets the conditions of the Boeing NPDES Permit;

- iii. DOE will not knowingly introduce, discharge or otherwise allow the flow of any contaminants (including sediment) into any outfalls subject to the Boeing NPDES Permit;
- iv. DOE will implement a process (in coordination with Boeing) to monitor stormwater discharges from the Access Areas at the SSFL that could potentially discharge to Boeing's stormwater outfalls, to ensure that DOE has made every possible effort so that any stormwater from the Access Areas that enters a Boeing outfall does not contain any contaminants and will not cause a violation of the Boeing NPDES Permit;
- v. The Parties will coordinate with respect to activities related to stormwater management on the SSFL;
- vi. If any of DOE's activities at the SSFL cause or may result in a noncompliance or violation of the Boeing NPDES Permit:
 - 1. DOE will cooperate with the appropriate government representatives to address any such compliance issues, and pay for any associated corrective actions;
 - 2. Boeing may submit the related costs, fines or penalties to DOE for reimbursement pursuant to Paragraph 20.d; and
 - 3. Boeing may submit the costs for related system modifications or other changes agreed to and performed by Boeing to resolve the permit violation(s) to DOE for reimbursement pursuant to Paragraph 20.d.
- f. DOE acknowledges and understands that the terms and conditions of the Boeing NPDES Permit likely will change over time. Boeing will promptly provide DOE with copies of any new or modified versions of the Boeing NPDES Permit.
- g. The Parties agree to enter into discussions regarding stormwater management at the SSFL and Boeing's request that DOE contribute to the monitoring, reporting, operations and maintenance, and possible future system expansion or modification costs associated with the Boeing NPDES Permit. The Parties will use their best efforts to reach agreement on this issue on or before June 1, 2014. The Parties reserve all rights with respect to any such agreement and other issues with respect to the stormwater discharges at the SSFL. If the Parties cannot reach agreement by June 1, 2014 (or some later date agreed to by Boeing), either Party may terminate this Agreement pursuant to Paragraph 16..

9. Performance of and Responsibility for Permitted Activities.

- a. All activities performed by the DOE Parties shall be conducted in a good and workmanlike manner.
- b. Boeing and the DOE Parties shall use good faith efforts not to interfere with each other's activities at the SSFL.

- c. The DOE Parties may bring personal property necessary to perform the Permitted Activities, including equipment, into the Access Area and may leave that property onsite (in locations reasonably acceptable to Boeing) for as long as it is needed through completion of the Permitted Activities. The DOE Parties are responsible for protecting their property from theft, loss, casualty and damage. All personal property of the DOE Parties which is placed in Area IV or in portions of Area III or the northern undeveloped land being used by DOE for the Permitted Activities, shall be at the DOE Parties' sole risk and Boeing and its representatives, agents and employees shall not be liable to any of the DOE Parties for any theft, loss, damage or misappropriation thereof or for any damage or injury thereto. The DOE Parties waive and release Boeing from any claims for personal injury or damage to the personal property of the DOE Parties by reason of the condition of Area IV or any portions of Area III or the northern undeveloped land being used by DOE for the Permitted Activities.
- d. The DOE Parties further waive and release Boeing from any claims for personal injury, loss or damage to the personal property of the DOE parties by reason of the condition of the primary paved roads to Area IV, unless such claims result directly from the gross negligence or willful misconduct of Boeing, or as otherwise set forth in the road maintenance agreement discussed above in Paragraph 6(a)(ii).
- e. DOE shall have full and complete responsibility for and control over, subject to the terms of this Agreement, all aspects of the Permitted Activities.
- f. DOE shall take all necessary precautions in connection with its Activities hereunder including, but not limited to, locating underground utilities prior to commencement of any drilling. During adverse weather conditions, DOE shall take reasonable steps to prevent its operations from becoming a significant source of surface water contamination. All Activities to be performed pursuant to this Agreement shall be performed in a reasonable manner designed to prevent disruption in or interference with any utility service for the Boeing Property, as applicable. If any DOE Party damages a utility line at the SSFL, it will immediately repair or cause the repair of the utility line to its pre-existing condition at its sole cost and expense. If the damaged utility line is not repaired within 24 hours, DOE will compensate Boeing for its damages related to the disrupted service. DOE agrees to, at its cost, promptly repair or have repaired, or reimburse Boeing for the cost to repair to its preexisting condition, any damage to Boeing owned buildings and other infrastructure (e.g., roads and/or structures/systems) in the Access Area caused by the act or omission of any DOE Parties in connection with the access provided by this Agreement. Any repairs performed by or on behalf of DOE must be of a similar quality to the damaged structure and acceptable to Boeing. Costs incurred by Boeing for damages or repairs may be submitted to DOE for reimbursement pursuant to Paragraph 20.e.

10. Access for DOE Contractors and Subcontractors.

- a. The access granted by Boeing to DOE pursuant to this Agreement extends to DOE's contractors and subcontractors, provided that, prior to any entry onto the Boeing Property to perform any Permitted Activity by each such contractor and subcontractor, Boeing is provided:
 - i. an original executed copy of the access agreement attached hereto as Exhibit E ("Contractor Agreement"); and
 - ii. a certificate of insurance that complies with the insurance requirements of the Contractor Agreement.
- b. DOE's contractors and subcontractors who access the Boeing Property under this Agreement are under the control and oversight of DOE. As such, DOE is responsible for the acts or omissions of its contractors and subcontractors on the Boeing Property and DOE shall ensure that its contractors and subcontractors who access the Boeing Property under this Agreement comply with the terms of this Agreement.
- c. Should a DOE contractor or subcontractor fail to comply with the terms of the Contractor Agreement, Boeing will consult with DOE in an effort to resolve the issue. Boeing will provide DOE at least ten (10) calendar days notice of its intent to terminate, before terminating such contractor's or subcontractor's access to the Access Areas.
- d. Boeing will notify DOE of any DOE Party that Boeing observes acting in an unsafe or reckless manner at the SSFL.

11. Compliance with Law; Permits.

- a. DOE, while carrying out the Permitted Activities in the Access Areas, at its sole cost and expense, shall comply and shall ensure that its contractors and subcontractors comply with all applicable laws, regulations and guidance of applicable government agencies. If any of the Permitted Activities cause or may result in a noncompliance or violation of applicable laws or regulations, DOE will cooperate with the appropriate government representatives to address any such compliance issues, and pay for any associated corrective actions.
- b. With the exception of the Boeing NPDES Permit discussed in Paragraph 8 above and the FCC license discussed in Exhibit F, DOE, at its sole cost and prior to the performance of any Permitted Activities, shall obtain or cause its contractors and subcontractors to obtain any and all licenses or permits required by applicable laws and regulations for the performance of the Permitted Activities ("DOE Permits"). DOE shall promptly provide copies of all DOE Permits to Boeing.
- c. If any government authority will not (despite DOE's diligent and good faith efforts) grant DOE a permit for any portion of the Permitted Activities because Boeing already has a permit that could cover such activities, then (i) DOE may request to be named as a co-permittee on such permit(s); (ii) the DOE Parties will strictly comply with such permits; (iii) DOE will be solely responsible for costs associated with any permit modifications or system changes in connection with

DOE's inclusion in the permit; and (iv) in the event that any violation of such permit(s) was caused or contributed to by the performance of the Permitted Activities, DOE shall promptly and at its own cost and expense, perform any necessary action to address any violation and pay any related fine or penalty from the governmental authority.

- d. DOE will coordinate with appropriate and applicable regulatory agencies concerning the Permitted Activities. The DOE Project Manager will keep the Boeing Project Manager informed of DOE's coordination efforts with other regulatory agencies as part of the Weekly Meetings.
- e. DOE shall make any and all required notices under applicable federal, state, or local laws and regulations (including permits) for work performed by or on behalf of DOE in connection with the Permitted Activities.
- f. DOE shall coordinate with Boeing so that the Permitted Activities do not cause a non-compliance with any regulatory requirement applicable to Boeing, or interfere with or cause a violation of any of Boeing's permits at the SSFL, whether such permits exist before or after the Effective Date of this Agreement ("Boeing Permits"). Prior to the Effective Date of this Agreement, Boeing will provide to DOE copies of any Boeing Permits that apply to the Access Areas or otherwise may be impacted by the Permitted Activities. Boeing will provide advance notice to DOE of any modification of such Boeing Permits or additional permits that relate to Area IV that Boeing will obtain at the SSFL and provide DOE copies of any such modifications or permits upon issuance.
- g. DOE understands and acknowledges that Boeing has installed and may in the future install various systems and controls at the property to comply with the Boeing Permits, including without limitation stormwater controls. If Boeing, after coordination with DOE in accordance with Paragraph 11(f) above, reasonably determines that these systems must be expanded or modified as a result of the Permitted Activities, Boeing may submit the costs of such expansions or modifications to DOE for reimbursement pursuant to Paragraph 20.e.
- h. If either Party's activities in the Access Areas cause the other Party to violate any of its Permits, the Party holding the Permit shall immediately notify the other Party both orally and in writing of the specific permit requirement and the particulars of the activities causing such alleged violation. The notifying Party will provide the other Party the opportunity to be involved in any discussions with the relevant government agency regarding the alleged permit violation. The Party whose actions allegedly caused the permit violation will promptly at its own cost and expense, perform any necessary action to address such violation and pay any related fine or penalty issued by the governmental authority. If any DOE Party causes a violation of any Boeing Permit for which Boeing incurs a fine or penalty, Boeing may submit the fine or penalty related to the violation of the Boeing Permits to DOE for reimbursement pursuant to Paragraph 20.e.

12. Health and Safety

- a. DOE will be responsible for requiring safe work practices of all DOE Parties who access the SSFL pursuant to this Agreement, including compliance with all appropriate and applicable regulatory requirements
- b. All DOE Parties who access the SSFL pursuant to this Agreement shall provide their respective employees with dosimetry and bioassay services, if and when, entry to posted radiological facilities occurs.
- c. Boeing shall have no responsibility for ensuring that any of the DOE Parties comply with applicable Occupational Health and Safety Act (“OSHA”) or other safety and/or environmental-related regulations.
- d. DOE and its contractors and subcontractors shall each designate an individual to serve as their respective Health & Safety Officer (“HSO”) for each entity’s activities in the Access Area. Boeing shall provide each HSO the appropriate Boeing Safety Orientation. Each HSO is responsible to provide the safety orientation training to its employees before entering the SSFL.
- e. The Parties agree that it is in their respective best interests for there to be radio communication between Boeing and DOE, particularly during emergencies. In addition, DOE has requested that Boeing allow DOE to use one of the radio frequencies under Boeing’s FCC license. Boeing is willing to allow DOE to use two radio frequencies under Boeing’s FCC license. The details of these arrangements are addressed in the radio communications agreement that is attached as Exhibit F to this Agreement.

13. Environmental Protection

- a. **Surface Water.** DOE shall refrain from field work in Boeing NPDES surface water exclusion zones, identified by the Boeing Project Manager, during the rainy season, which is interpreted to be from October 1st through March 30th each year. However, the Boeing Project Manager and DOE Project Manager may mutually agree to limited field activities within the designated NPDES surface water exclusion zones on a location-by-location basis upon advance review and consultation.
- b. **Spills and Releases.** None of the DOE Parties will exacerbate any existing conditions at the SSFL or dispose or release onto the SSFL or any neighboring property or into the air, surface water, soil, or groundwater any hazardous materials. If the Permitted Activities result in a spill or release, as defined by applicable statutes and regulations, DOE and its contractors and subcontractors, as applicable, will, at no cost to Boeing, take responsibility for responding, containing, and cleaning the spill, and if required by applicable regulations, providing notification to appropriate regulatory agencies. DOE will immediately upon gaining knowledge, orally notify the Boeing Project Manager of any spill or release of hazardous materials, followed by written email notification that will include all of the following information: 1) date, time and location of the spill or release, 2) material spilled or released, 3) estimate of the amount of spill or release, 4) a general description of the incident leading to the spill or release, 5) a

description of any corrective actions taken, and 6) identification of any notifications made concerning the spill or release. DOE will ensure that the DOE Party whose actions allegedly caused the violation of federal environmental statutes or regulations will promptly at its own cost and expense, perform any necessary action to address such violation and pay any related fine or penalty issued by the governmental authority. If Boeing is issued a violation notice assessing fines or penalties by a governmental authority as a result of the spill or release caused by any DOE Party, Boeing may submit those penalties to DOE for reimbursement pursuant to Paragraph 20.e.

c. **Hazardous Materials.**

- i. The DOE Parties will inventory, store, and report as required to the appropriate and applicable regulatory agencies any hazardous material brought to or used on the Access Areas. A list of all hazardous material brought onsite and used (including radioactive calibration sources) shall also be provided to Boeing in advance of bringing such material onsite. All hazardous materials brought onsite by any of the DOE Parties shall be removed from the site within 60 days of completion of the tasks involving the use of the hazardous materials.
- ii. During remediation, property disposition, and closure activities, hazardous materials may be encountered. Except as expressly contracted between Boeing and DOE, all hazardous waste generation, profiling, and disposal arising from the Permitted Activities is the sole responsibility of DOE and its contractors generating the waste, including without limitation securing a separate EPA identification number.

- d. **Waste Management.** The DOE Parties shall be responsible for managing and disposing, in accordance with appropriate and applicable federal, state and local laws and regulations, any investigation derived waste (“IDW”) generated during the performance of the Permitted Activities. DOE shall list itself or its contractor or subcontractor as the generator of waste on both the waste manifest and any waste profile for use by the disposal facility for any waste materials generated at or removed from the Access Areas as a result of the Permitted Activities. The DOE Parties performing the Permitted Activities will not discharge process waters resulting from ongoing field operations to the ground. Any waste water generated shall be collected and disposed of onsite at a location approved by the Boeing Project Manager or disposed of offsite at a location determined by DOE.

14. DOE Environmental Impact Statement and Boeing Property

- a. **Endangered Species/Potential Biological Impacts.** In performing the Permitted Activities, DOE is subject to the Endangered Species Act (“ESA”). Boeing will simultaneously be performing activities in the Access Area. The ESA requires DOE to coordinate and consult with appropriate and applicable federal and state agencies on potential biological impacts related to DOE’s Permitted Activities. DOE acknowledges that as the owner of Access Areas, Boeing has an interest in fully understanding any potential designations, or avoidance, minimization, or mitigation measures being considered by DOE, and will provide Boeing with the

opportunity to review and comment on potential designations, or avoidance, minimization, or mitigation measures, being considered by DOE throughout the consultation process. In the Access Areas, DOE will be responsible for avoidance, minimization, or mitigation measures and subsequent follow-up mitigation monitoring reports or measures that may be required by any Biological Opinion rendered by the U.S. Fish and Wildlife Service (“USFWS”) or any other regulatory agency associated with the Permitted Activities. The Parties agree to use their best efforts to have cooperative discussions with the regulatory agencies to ensure that any such required measures fully take into account Boeing’s interests as the owner of the Access Areas. Boeing will not perform any activities in Access Area that will foreseeably negatively impact the mitigation measures required to be implemented by DOE pursuant to the final Biological Opinion. Any additional costs incurred by Boeing as a result of the implementation measures required by the final Biological Opinion which exceed existing Boeing policies and practices may be submitted to DOE for reimbursement pursuant to Paragraph 20.e.

- b. **Cultural Resources.** DOE acknowledges that as the owner of the Access Areas, Boeing has an interest in fully understanding any agreements or arrangements with any Native American groups being considered by DOE, and the boundaries of the area(s) of potential effects from the Permitted Activities. DOE will provide Boeing with advance notice of and seek Boeing review and comment on any agreements or arrangements with any Native American groups prior to conducting additional surveys or using Native American monitors as part of the Permitted Activities. DOE will also provide Boeing with information regarding the boundaries of the area(s) of potential effects that may or will be disrupted by the Permitted Activities. None of the DOE Parties will release the location of any areas within the Access Area known or thought to be culturally significant to any entity that does not have legal standing to obtain such information. DOE will notify and consult with the Boeing Project Manager regarding the identification and preservation of any cultural artifacts, and unless otherwise agreed to by Boeing, shall not remove from the SSFL any such artifacts. The Parties agree to use their best efforts to ensure that any actions taken regarding cultural resources in the Access Areas fully take into account Boeing’s interests as the owner of the Access Areas.

15. Boeing Utilities and Outside Services

a. **Utilities.**

- i. Through September 30, 2014. DOE may utilize at no cost available utilities within Area IV between the date of execution of this Agreement and September 30, 2014. DOE acknowledges and understands that the availability of the utilities in Area IV during this period of time is contingent on the condition of the infrastructure, and that Boeing no longer maintains any existing utility infrastructure in Area IV.

- ii. After September 30, 2014, Boeing shall not make available and DOE will secure and provide for itself any and all utilities, communication and other services necessary or related to the performance of the Permitted Activities in the Access Area, including without limitation, services to any re-activated DOE building in Area IV. For purposes of clarity, after September 30, 2014, Boeing will not make available and DOE will need to secure, as needed, the following services at its own cost and expense:
 - 1. Telephone and internet (without using Boeing equipment, such as telephone poles and fiber);
 - 2. Potable water;
 - 3. Non-potable;
 - 4. Electricity;
 - 5. Sewer;
 - 6. Washroom facilities (note that no sanitary sewer exists in Area IV);
 - 7. Natural Gas; and
 - 8. Waste disposal/garbage.
- b. **Boeing Office/Storage/Meeting Facilities.** Except as expressly contracted between Boeing and DOE or authorized by Boeing, the access granted herein shall not include access to any Boeing-owned building or other structures on the Boeing Property.

16. Termination.

- a. The term of this Agreement is from the Effective Date to December 31, 2020. Either Party shall have the right at any time and without cause, to terminate this Agreement.
- b. Prior to any such termination of the Agreement, the Party seeking termination will orally notify the other Party of its intent to terminate the Agreement and the Parties will work cooperatively to try to resolve any issues prior to any such termination of the Agreement. If the Parties cannot reach agreement, the Party seeking termination shall submit a formal, written notice of termination to the other Party.
- c. Following notice of any formal termination:
 - i. DOE shall cease all Permitted Activities, other than such activities necessary to vacate and quit the Access Areas (“Termination Activities”);
 - ii. DOE shall complete the Termination Activities as soon as possible;
 - iii. The Termination Activities will be performed in a manner such that DOE leaves the property in a safe, stable, regulatory compliant and environmentally responsible condition; and

- iv. The Termination Activities will be subject to the terms and conditions of this Agreement.
 - d. Upon completion of the Permitted Activities or earlier termination of this Agreement, all DOE Parties will vacate and quit the Access Area, having first removed, at DOE's sole cost and expense, (i) all debris, (ii) inventory, equipment or other materials brought onto the Boeing Property in connection with this Agreement and (iii) permanent or temporary structures and associated infrastructure, from the Access Areas, and having restored Area IV and any other portion of the Access Areas on which DOE conducted any Permitted Activities, as nearly as possible to an open, natural landscape.
 - e. DOE's obligations pursuant to Paragraph 16(c) shall survive the expiration or earlier termination of this Agreement.
- 17. "As-Is"; Release. The DOE Parties understand and acknowledge that the SSFL is an active remediation site and not a static environment, that Boeing and others will be conducting activities at the SSFL (including within the Access Areas) during the term of this Agreement, and that the condition of the Access Areas will change throughout the term of this Agreement. Boeing makes no warranty of any kind and has no obligation to any of the DOE Parties concerning the condition of the SSFL (now or in the future) or its fitness for DOE's purposes, including without limitation the Permitted Activities. As of the Effective Date of this Agreement, the DOE Parties accept and will access the SSFL in its "as-is" condition and hereby waive, release, and renounce any and all claims against Boeing relating to the condition of the SSFL (now or in the future), or its fitness for DOE's purposes, including claims arising out of or alleging Boeing's fault or negligence, but excluding claims arising out of Boeing's willful misconduct.
- 18. Dispute Resolution.

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by alternate dispute resolution process administered by the Civilian Board of Contract Appeals (CBCA) or the Armed Services Board of Contract Appeals (ASBCA), and if not accepted for mediation by the CBCA or ASBCA, then by the American Arbitration Association under its Commercial Mediation Procedures, before filing an action under the Contract Disputes Act (41 USC CHAPTER 71) to the Board of Contract Appeals or to the Court of Federal Claims. Any costs awarded to Boeing by a mediator, arbitrator or court may be submitted for reimbursement pursuant to Paragraph 20.e.
- 19. Party Representatives; Notice.
 - a. **Notice.** Except for informal exchange of information in connection with coordination and cooperation efforts described above in Paragraph 6, any notice, demand, request or other communication which any Party may be required or may desire to give under this Agreement shall be in writing and shall be deemed to have been properly given if (a) hand delivered (effective upon delivery) (b) sent by a nationally recognized overnight delivery service (effective one (1) business

day after delivery to such courier), or (c) sent by email (effective upon delivery), in each case, addressed as follows:

- If to Boeing The Boeing Company
Attn: David W. Dassler
Santa Susana Field Laboratory
Environment Health & Safety
5800 Woolsey Canyon Road
MC 055-T4787
Canoga Park, CA 91304-1148
david.w.dassler@boeing.com
- With a copy to The Boeing Company
Attn: Allison B. Edgar, Esq.
Senior Counsel
2201 Seal Beach Boulevard
MC 110-SB33
P.O. Box 2515
Seal Beach, CA 90740-1515
allison.b.edgar@boeing.com
- With a copy to The Boeing Company
Attn: Gil Gagnon
Senior Contract Administrator
5301 Bolsa Avenue
MC H017-D537
Huntington Beach, CA 92647
gilbert.a.gagnon@boeing.com
- If to DOE DOE Federal Project Director
John Jones
4100 Guardian Street
Suite 160
Simi Valley, CA 93063
john.jones@emcbc.doe.gov
- With a copy to Deputy Federal Project Director
Stephanie Jennings
4100 Guardian Street
Suite 160
Simi Valley, CA 93063
stephanie.jennings@emcbc.doe.gov

With a copy to DOE Contracting Officer
Lori A. Sehlhorst
EM Consolidated Business Center
250 E. 5th Street, Suite 500
Cincinnati, OH 45202
lori.sehlhorst@emcbc.doe.gov

With a copy to DOE Real Estate Contracting Officer
Bud Sokolovich
EM Consolidated Business Center
250 E. 5th Street, Suite 500
Cincinnati, OH 45202
bud.sokolovich@emcbc.doe.gov

With a copy to DOE Office of Chief Counsel
Mell Roy, Chief Counsel
EM Consolidated Business Center
250 E. 5th Street, Suite 500
Cincinnati, OH 45202
mell.roy@emcbc.doe.gov

With a copy to Simon Lipstein, General Attorney
EM Consolidated Business Center
Denver Federal Center Building 55
6th Avenue & Kipling Street
Lakewood, CO 80225
simon.lipstein@emcbc.doe.gov

- b. **Project Managers.** Each Party has identified a Project Manager who will be responsible for that Party's overall responsibilities under this Agreement. The Project Manager for each Party is identified below:

For Boeing: David Dassler
5800 Woolsey Canyon Road
MC 055-T4787
Canoga Park, CA 91304-1148
818-466-8873 (office)
David.W.Dassler@boeing.com

alternate Joyce Kucinkas
5800 Woolsey Canyon Road
MC 055-T4787
Canoga Park, CA 91304-1148
818-466-8800 (office)
Joyce.A.Kucinkas@boeing.com

For DOE:

John Jones
4100 Guardian Street
Suite 160
Simi Valley, CA 93063
805-416-0992 (office)
john.jones@emcbc.doe.gov

alternate Stephanie Jennings
4100 Guardian Street
Suite 160
Simi Valley, CA 93063
805-416-0991 (office)
stephanie.jennings@emcbc.doe.gov

Any Party may change the above designations by written notice to the other Party given in accordance with this Paragraph 19, and each Party may rely on such designation until notified as required herein of a change in such designation.

20. Miscellaneous.

- a. The effective date of this Agreement shall be the date that is ninety (90) days prior to the completion of Boeing's period of performance for CLINs 1 through 5 in Contract DE-AC03-99SF21530 ("Effective Date").
- b. This Agreement shall be governed by and construed in accordance with the laws of the United States of America ("Federal Law"). To the extent that any claim or issue is not addressed by Federal Law, the laws of the State of California shall govern.
- c. Nothing in this Agreement shall at any time be so construed as to create a relationship of employer and employee, partnership, principal and agent, or joint venture between Boeing and DOE, or Boeing and any of DOE's contractors or subcontractors.
- d. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement may be amended or modified only by an instrument in writing executed by each of the Parties hereto. In the event Boeing transfers title to the Access Areas during the Term of this Agreement, Boeing agrees to make this Agreement binding on such transferee, subject to such conditions as Boeing may require.
- e. This Agreement in itself shall not obligate the DOE monetarily. Any costs incurred as the direct result of the conditions described in Paragraphs 3(b), 8(e)(vi), 9(f), 11(g), 11(h), 13(b), 14(a) and 18 of this Agreement shall be processed through Contract Number DE-AC03-99SF21530, Modification 130.
- f. No Waiver of Legal Claims or Rights. By entering into, or acknowledging or agreeing to this Agreement, neither Party releases, waives or limits any legal claim or defense available to any Party against the other Party or any other party at law or in equity.

- g. Except as provided in the Contractor Agreement, this Agreement is expressly not intended for the benefit of any third party and is expressly not enforceable by, or against, any third party.
- h. If any term, covenant, condition or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such term, covenant, condition or provision shall be fully severable, and this Agreement shall be construed and enforced as if such invalid or unenforceable term, covenant, condition or provision never comprised a part hereof; and all remaining provisions of the Agreement shall remain in full force and effect.
- i. This Agreement contains the entire understanding of the Parties with respect to the matters contemplated by this Agreement, and it supersedes any and all prior agreements and understandings, written or oral, between the Parties.
- j. This Agreement is not intended to, and does not, create any rights in the general public or constitute a dedication for public use of all or any portion of the Access Property, and the rights granted herein are private and for the benefit only of the Parties.
- k. The recitals are incorporated by reference into this Agreement.
- l. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one fully-executed agreement. This Agreement may be executed and delivered via facsimile or PDF with the same force and effect, and if so executed and delivered shall be effective, as if an original of this Agreement were executed and delivered.
- m. Each Party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement on the dates indicated below.

THE BOEING COMPANY



By: MARC A. POULIN, Senior Manager

Title: Real Estate Project Management SSG,
Planning & Real Estate

Date: December 20, 2013

**UNITED STATES DEPARTMENT OF
ENERGY**



By: BUD SOKOLOVICH

Title: Real Estate Contracting Officer

Date: DEC 20 2013

Exhibit A
Map of UHN'cpf 'Ceguu' Ctgc

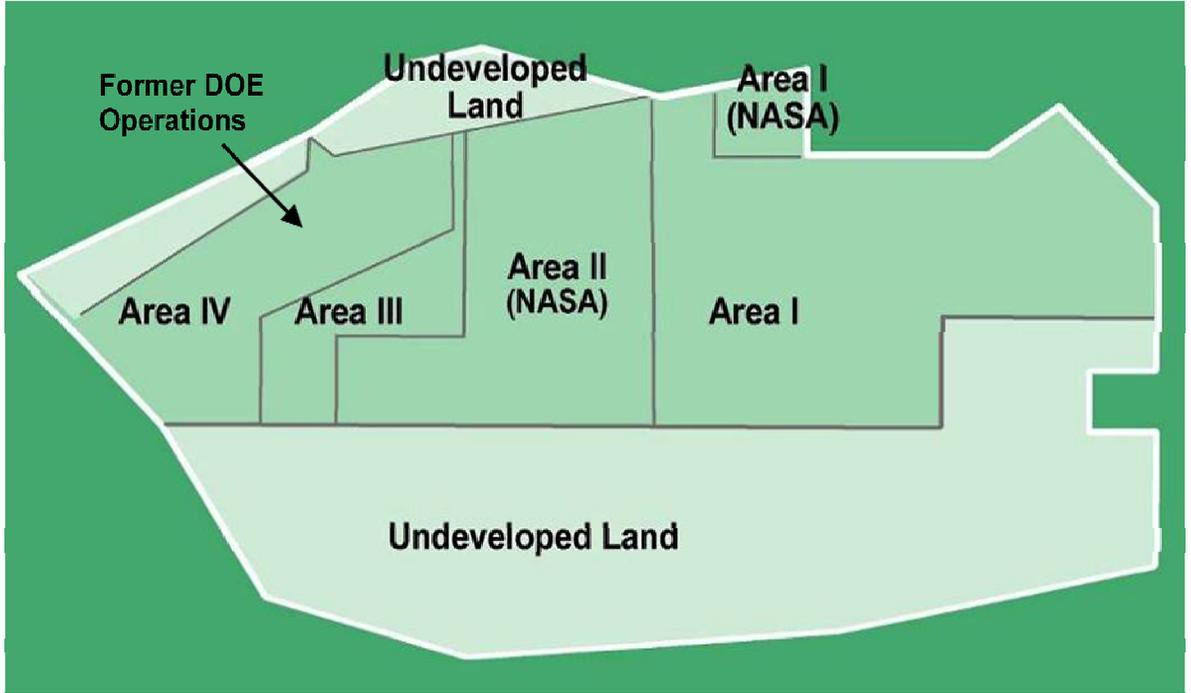


Exhibit B
Non-Employee Escort Agreement

**Escort Responsibilities of Non-employee Personnel
Issued SecureBadges with an "EP" Assigned**

This briefing document appries employees issued SecureBadges with an "EP" indicator of their responsibilities while escorting visitors around Boeing occupied facilities, owned or leased.

This briefing is not intended to take the place of any required Export Control, Information Protection, or any other technology control training. This brief does not give permission for the exchange of any sensitive information. Visits that require the exchange of information may require the approval of OIG/GTC, Program Security, Boeing Legal, and other divisions within The Boeing Company. Questions should be directed to the Site Security manager or his/her representative.

The "EP" indicator on the SecureBadge is an enterprise tool assignable by Security indicating a non-employee has been authorized to escort visitors around Boeing premises. This is an escort only privilege and the non-employee is not authorized to bring visitors on any Boeing location. This is an exceptional privilege and may be rescinded at any time by Security. Any unauthorized access may result in loss of access to Boeing Property.

To facilitate prompt, effective and efficient services, non-employees issued Boeing SecureBadges with an "EP" indicator on the front are authorized to escort other non-Boeing persons with the following stipulations:

1. ALL Escorts SHALL:

- a. Be U.S. Persons.
- b. Ensure that each visitor is properly badged.
- c. Remain with visitors at all times.
- d. Limit visitor access to the time necessary to conduct business, then escort off premises.
- e. Ensure that each visitor's badge is worn appropriately, above the waist, on the front of outermost garment, at all times while on company premises.
- f. Comply with all posted signage.
- g. Honor all local access and escort requirements encountered. Many areas have special access restrictions. Local coordination may be required to access and escort visitors. Some such areas MAY NOT permit non-employees to escort visitors.
- h. Know what areas non-employees and its visitors are allowed to enter.
- i. Know what information can be shared with each visitor.
- j. Ensure that each visitor's badge is collected at the end of the visit, k. Comply with direction of Boeing Security Officers. l. Comply with Boeing Procedures and Policies.

2. ALL Escorts SHALL NOT:

- a. **Escort individuals who declare that they are not U.S. Persons. (Indicated by an "I" on their visitor badge).**
- b. Escort visitors who possess,
 - i. Weapons (Item designed for the purpose of causing harm)
 - ii. Alcohol and Illicit Drugs
 - iii. Cameras
- c. Permit visitors to take pictures or video with a camera enabled device.
- d. Permit visitors to use wireless devices for the unauthorized purposes.
- e. Permit escorted visitors to make improper use of Boeing Property.
- f. Escort a U.S. person into an area of limited access, without first assuming responsibility for ensuring that any information shared is appropriate.

Exhibit B: NON-EMPLOYEE ESCORT BRIEFING/AGREEMENT

- g. Escort Unverified U.S. Person visitors ("UNV" on their visitor badge) in areas where these signs are posted.



I have read and agree to comply with the agreement stated above and acknowledge that I have been provided a copy of this agreement.

 Boeing Badge Sponsor **BEMS ID**

 Non-Employee Name **BEMS ID** Security Witness **BEMS ID**

This agreement expires concurrent with the expiration of the badge. _____
Badge Expiration Date

Date agreement signed: _____



CAMERA PERMIT INSTRUCTIONS

- Type: Specify as Group, Organizational or Individual (employee, non-employee) *NOTE: Choose from the dropdown list.*
- Permit Authorization Period: Dates when the permit is valid for use (could be one day or multiple days; however no longer than a 3 year period of time.)
From: First day permit is valid To: Last day permit can be used - no longer than 3 years from start date.
- Permit Holder's BEMSID:
 1. Enter BEMSID and tab from the field, information will autopopulate
 - or-
 2. For a Group/Organization Permit enter BEMSID of the first authorized permit user or primary responsible party (If not the manager)
 - or-
 3. Type in the phrase "Group Permit" or "Organization Permit"
- Permit Holder's Name: Name of individual (autopopulates when BEMSID is entered)
For Group/Organization Permit, the name of the Group/Organization may be entered here (e.g., 787 Quality, Graphic Arts, etc.) It may be more than one group or organization, if two groups or organizations use the same camera.
- Dept/Budget: Group/Organization or Groups/Organizations associated with the permit holder or Group(s)/Organization(s). Will autopopulate when BEMSID is entered.
- Phone: Individual's phone number, or for Group/Organization Permit, the Manager or responsible party.
- Location: Enter the Building, Campus, or Site(s) where the camera will be used and where the permit is valid.
- Special Requirements: List any site or use restrictions
- Purpose: Enter reason or business case for camera usage
- Camera ID: Enter Camera Manufacturer, Type/Model and Serial # (e.g., Kodak Z740 # KCKDT12345678)
- Approving Manager's BEMSID: Enter Approving Manager's BEMSID and tab from the field, information will autopopulate.
- Approving Manager's Name: Autopopulates when Manager's BEMSID is entered.
- Approving Manager's Signature: Self explanatory, Manager's signature required
- Approving Security Manager's BEMSID: Enter Approving Security Manager's BEMSID and tab from the field, information will autopopulate.
- Approving Security Manager's Name: Autopopulates when Manager's BEMSID is entered.
- Approving Security Manager's Signature: Self explanatory, Manager's signature required
- Permit Holder's Signature: Self explanatory, Holder's signature required.

SECURITY APPROVAL BLOCK**Single Site Approvals:**

- Local Site S&FP Manager or Delegate can be found at: <http://securityandfire.web.boeing.com/Regional.htm>
- Classified Sites/Facilities: contact Site Security Management or responsible BDS Security Manager

Multiple Site Security Approvals, within a Single Region:

- East Region = Carl Davis, Glenn Gates or delegate
- NW Region = Steve Rzesutek, Bill Olson or delegate
- SW Region = Shelley O Neil, John Harrison or delegate
- MW Region = Carl Davis, Bill Naughton or delegate

Multiple Enterprise Locations: James V. Harris**NON-STANDARD CAMERAS/IMAGING DEVICES:****Cell Phone/Blackberry/iPAD cameras, "tough" books, etc:**

May be approved with a strong justification and business case (e.g. flight line, flight test or manufacturing line technicians photographing aircraft parts or assembly issues to e-mail to engineering, QC inspectors documenting quality issues, etc). **NOTE: Requires Director-level approval prior to Security Management concurrence. Director will sign in Management Approval block.**

Personally owned devices: Typically NOT approved, but may be, with strong business case and Director Level approval prior to Security concurrence. Director will sign in Management Approval Block

Other non-standard devices: Typically NOT approved: requires Security review to determine need.

GROUP PERMITS - Multiple users of a Group Camera Pass may be identified as follows:

Identify Group Name in "Permit Holder's Name" block

- 1) List individual names on Supplemental Signature page
 - a. Using organization Management is responsible to ensure all users are properly trained
 - b. Using organization Management is responsible to ensure a master copy of the permit and all authorized users is kept on file and available on demand for the duration of the permit approval period.
- 2) Larger groups may append a copy of the group's organization chart which identifies individual authorized users, rather than use the Supplemental Signature page
 - a. Management is responsible to ensure that all members are properly trained
 - b. Using organization Management is responsible to ensure a master copy of the permit and all authorized users is kept on file and available on demand for the duration of the permit approval period.

PHOTOGRAPHY OF RECEIPTS FOR TRAVEL:

Pursuant to a process enacted by Travel Accounting, use of a camera enabled device to photograph travel receipts for e-mail to EBC is permitted, and no camera permit is required; however, such photography is

- a) Limited to photographs of related travel receipts; and,
- b) Only permitted at non-Boeing locations where standard fax-machine or "Scan to Travel" functions are unavailable.

QR OR MATRIX CODE SCANNING

Use of camera-enabled or scan-enabled smartphones and similar devices to scan QR (Quick Response) or Matrix codes is permitted without a camera permit on Company premises and non-company locations, to capture links to non-sensitive, publically released information.

Exhibit D
Visitors Release of Liability and Indemnification Agreement

I wish to enter upon Boeing's property located in Ventura County, California (Santa Susana) for the purpose of accessing the DOE ETEC site. In consideration of the permission granted by The Boeing Company (Boeing) to enter upon the Santa Susana property to access the ETEC site location, I acknowledge and agree as follows:

I understand that Santa Susana is an industrial facility undergoing closure and remediation activities and therefore agree for my own safety and security that I will remain with DOE personnel at all times while I am on the Santa Susana property.

I understand that I am responsible for and assume the risk of my own well-being during my time spent on the Santa Susana property, including without limitation the actions or negligence of other persons, or accidents or illness. I recognize that the Santa Susana property provides a home for a wide variety of plants and wildlife which can be dangerous if appropriate care is not taken, including poison oak, bees, ticks, scorpions, rattlesnakes, rodents, deer, coyotes, mountain lions, etc., and understand that I may come into contact with any of these natural dangers in traversing the property.

On behalf of myself, my heirs, successors, and assigns, I agree to release, discharge, indemnify and hold Boeing, its officers, directors, agents, insurers, employees, successors, and assigns, harmless from any and all claims, damages, demands, causes of action, liabilities, losses, expenses, or costs, including without limitation attorneys' fees, of any kind or nature, foreseen or unforeseen, known or unknown, arising out of or in connection with my time spent at the Santa Susana property, including without limitation injuries (including death) to the undersigned and for loss of or damage to any property of the undersigned.

I hereby irrevocably give and grant to DOE and the Boeing Parties, the rights for fair use of the photographs, audio recordings, video recordings and other information and materials identified herein obtained of me. I acknowledge that my participation is voluntary and no consideration is required to give this release full force and effect. Without limiting the generality of the foregoing, I hereby:

- authorize DOE and/or Boeing to record and use, publish and reproduce, separately or together, my image, likeness, voice, name, and identity in photographs, films, videos, and audio recordings or transcripts, in whole or in part, (Works);
- waive, release, and discharge DOE and the Boeing Parties and all others from any and all claims I may now or later have (whether related to copyright, right of privacy, right of publicity, performer rights, tort, contract, statute or otherwise) by reason of DOE or Boeing's or another's creation, use (whether or not merely internal to DOE, Boeing or another business entity), distribution, publication, performance, broadcast, alteration, or adaptation (collectively, "Utilization") of the Works;

- agree not to assert or attempt to exercise any ownership or other right or interest in the Works;
- waive any and all claims for compensation related to the Works or any Utilization thereof;
- waive any right to inspect or approve the Works or any context in which they may appear; and
- acknowledge and agree that because any such works are being created by DOE, an entity of the U.S. Government, they are in the public domain and are not subject to being copyrighted.

This authorization and release will be absolute and irrevocable and will extend to any and all organizations and persons authorized by DOE and Boeing relative to the Works.

I agree that this Agreement shall be binding to the fullest extent permitted by law. If any section or part of this Agreement is held not to be enforceable under the laws of the United States, the remainder of the Agreement shall be enforced. I agree that this agreement shall be interpreted under the laws of the United States.

I state that I am 18 years of age or older and legally competent to sign this Agreement. I understand that these terms are contractual and not a mere recital. I have signed this document of my own free act. I have fully informed myself of the contents of this Agreement by reading it before I signed it.

Print Name

Sign Name

E-mail Address

Date

Exhibit D
Minor Visitor's Release of Liability and Indemnification Agreement

I wish to enter, with a minor child or children, upon Boeing's property located in Ventura County, California (Santa Susana) for the purpose of accessing the DOE ETEC site. In consideration of the permission granted by The Boeing Company (Boeing) to enter upon the Santa Susana property to access the ETEC site location, I acknowledge and agree as follows:

I understand that Santa Susana is an industrial facility undergoing closure and remediation activities and therefore agree for the safety and security of myself and any minor for whom I am signing this agreement (Minor), that we will remain with DOE personnel at all times while we are at the Santa Susana property.

I understand that I am responsible for and assume the risk of my own well-being and the well-being of any Minor during our time spent on the Santa Susana property, including without limitation the actions or negligence of other persons, or accidents or illness. I recognize that the Santa Susana property provides a home for a wide variety of plants and wildlife which can be dangerous if appropriate care is not taken, including poison oak, bees, ticks, scorpions, rattlesnakes, rodents, deer, coyotes, mountain lions, etc., and understand that a Minor and/or I may come into contact with any of these natural dangers in traversing the property.

On behalf of myself, my heirs, successors, and assigns, I agree to release, discharge, indemnify and hold Boeing, its officers, directors, agents, insurers, employees, successors, and assigns, harmless from any and all claims, damages, demands, causes of action, liabilities, losses, expenses, or costs, including without limitation attorneys' fees, of any kind or nature, foreseen or unforeseen, known or unknown, arising out of or in connection with my time spent at the Santa Susana property, including without limitation injuries (including death) to the undersigned and for loss of or damage to any property of the undersigned.

Since I am signing on behalf of a minor participant (parents or legal guardians must sign for all persons under 18 years of age), I acknowledge that I am releasing and indemnifying against any and all claims that I may have as the Minor's parent or legal guardian, whether or not the release of the Minor's own claims is found to be enforceable under the applicable law. In the event that the release of the Minor's own claims is held not to be enforceable, I agree to accept full responsibility for any such claim of the Minor and to hold harmless, indemnify and defend Boeing and Related Parties from any and all claims by or on behalf of the Minor arising out of or connected in any way with participation in any activities by myself or any Minor as well as any costs of expenses, including without limitation reasonable attorneys' fees, incurred in connection with such claims.

I hereby irrevocably give and grant to DOE and the Boeing Parties, the rights for fair use of the photographs, audio recordings, video recordings and other information and materials identified herein obtained of me or the Minor. I acknowledge that my and the Minor's participation is voluntary and no consideration is required to give this release full force and effect. Without limiting the generality of the foregoing, I hereby:

- authorize DOE and Boeing to record and use, publish and reproduce, separately or together, my and/or the Minor’s image, likeness, voice, name, and identity in photographs, films, videos, and audio recordings or transcripts, in whole or in part, (“Works”);
- waive, release, and discharge DOE and the Boeing Parties and all others from any and all claims I and/or the Minor may now or later have (whether related to copyright, right of privacy, right of publicity, performer rights, tort, contract, statute or otherwise) by reason of DOE or Boeing’s or another’s creation, use (whether or not merely internal to Boeing or another business entity), distribution, publication, performance, broadcast, alteration, or adaptation (collectively, “Utilization”) of the Works;
- agree not to assert or attempt to exercise any ownership or other right or interest in the Works;
- waive any and all claims for compensation related to the Works or any Utilization thereof;
- waive any right to inspect or approve the Works or any context in which they may appear; and
- acknowledge and agree that because any such works are being created by DOE, an entity of the U.S. Government, they are in the public domain and are not subject to being copyrighted.

This authorization and release will be absolute and irrevocable and will extend to any and all organizations and persons authorized by DOE or Boeing relative to the Works.

I agree that this Agreement shall be binding to the fullest extent permitted by law. If any section or part of this Agreement is held not to be enforceable under the laws of the United States, the remainder of the Agreement shall be enforced. I agree that this agreement shall be interpreted under the laws of the United States.

Since I am signing this Agreement for a minor participant (parents or legal guardians must sign for all persons under 18 years of age), I state that I am the parent or legal guardian of the Minor, I am at least 18 years of age, and I am legally competent to sign this Agreement on behalf of the Minor. I have discussed with the Minor the risks and responsibilities of participating in the activities and represent that the Minor is sufficiently mature to understand the responsibility to abide by the rules, policies and instructions related to such activities. I will accompany and supervise the Minor during all related activities. I understand that these terms are contractual and not a mere recital. I have signed this document of my own free act. I fully informed myself of the contents of this Agreement by reading it before I signed it.

Dated: _____

Print Name

Sign Name

Names and Ages of any minors under 18 years of age participating in activities with you

Exhibit E
Access Agreement for DOE Contractors and Subcontractors

[Company name] (“Permittee”), a contractor to the Department of Energy (“DOE”), seeks access to the property known as the Santa Susana Field Laboratory located in Ventura County, California (“SSFL”) to perform certain work for and on behalf of DOE.

Permittee has been provided and has reviewed the Access Agreement by and between DOE and The Boeing Company (“Boeing”) dated December 20, 2013 (“DOE Access Agreement”). Any capitalized terms not defined herein have the meaning ascribed to them in the DOE Access Agreement. Boeing and the Permittee are collectively referred to herein as the “Parties”.

Pursuant to Paragraph 10 of the DOE Access Agreement, Boeing is willing to grant Permittee access to the Access Areas to perform Permitted Activities on behalf of DOE, provided that Permittee agrees to the terms and conditions contained in this Access Agreement. Permittee understands and acknowledges that Boeing is granting Permittee access only to the Access Areas, and not to the entire Boeing Property, and that Boeing is not granting and Permittee shall not access any areas of the Boeing Property not included within the Access Areas.

In exchange for this grant of access, Permittee represents and agrees to the following terms and conditions:

1. Compliance with the DOE Access Agreement. Permittee agrees to comply with the terms, covenants, conditions and obligation of the DOE Access Agreement.
2. “As-Is”; Release. Permittee understands and acknowledges that the SSFL is an active remediation site and not a static environment, that Boeing and others will be conducting activities at the SSFL (including within the Access Areas) during the term of this Agreement, and that the condition of the Access Areas will change throughout the term of this Agreement. Boeing makes no warranty of any kind to Permittee or its representatives or subcontractors concerning the condition of the SSFL (now or in the future) or its fitness for a particular purpose, including without limitation the Permitted Activities. Permittee and its representatives and subcontractors accept and will access the SSFL in its “as-is” condition and hereby waive, release, and renounce any and all claims against Boeing relating to the condition of the SSFL (now or in the future), or its fitness for DOE’s purposes, including claims arising out of or alleging Boeing’s fault or negligence.
3. Insurance.
 - a. Permittee shall carry and maintain, and shall ensure that any subcontractor it retains to carry and maintain, through the period of time that Permittee requires access under this Access Agreement, Commercial General liability insurance with available limits of not less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, including death, and property damage combined, Five Million Dollars (\$5,000,000) general aggregate. Such insurance shall be in a form and with insurers acceptable to Boeing and shall contain coverage for all premises and operations, broad form property damage and contractual liability (including without limitation that specifically assumed herein).

- b. Permittee shall carry and maintain, and shall ensure that any subcontractor it retains who uses licensed vehicles in connection with this Permitted Activities carries and maintains, through the period of time that Permittee requires access under this Access Agreement, Automobile Liability insurance covering all vehicles, whether owned, hired, rented, borrowed or otherwise, with limits of liability of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. Any and all vehicles used on the Property will be in good working condition (e.g., no leaks). If Permittee is required to transport any waste materials pursuant to this Agreement, such Automobile Liability coverage shall contain an MCS-90 Endorsement with Pollution Coverage added.
- c. Permittee shall cover or maintain, and shall ensure that any subcontractor it retains covers or maintains, through the period of time that Permittee requires access under this Access Agreement, insurance in accordance with the applicable laws relating to workers' compensation, with respect to all of their respective employees working on or about the Boeing Property, regardless of whether such coverage of insurance is mandatory or merely elective under the law.
- d. Permittee shall carry, maintain, and shall ensure that any subcontractor it retains, carries and maintains, through the period of time that Permittee requires access under this Access Agreement, Contractor Pollution Liability insurance with available limits of not less than Ten Million Dollars (\$10,000,000) per occurrence for bodily injury, including death, or loss of or damage to property, or clean-up costs for pollutants, combined. Such per occurrence limits of insurance may be satisfied through a combination of "primary" and "umbrella" or "excess" policies. Any deductible or self-assumed layer shall be no greater than Two Hundred Fifty Thousand Dollars (\$250,000). Such insurance shall (i) be in an occurrence form, (ii) specify the Permitted Activities as covered operations, (iii) contain coverage for completed operations, (iv) provide coverage for incidents or clean up costs based upon or arising out of the radioactive, toxic or explosive properties of any nuclear material, and (v) be endorsed to include an environmental transportation endorsement.
- e. Any and all policies which provide the insurance required herein shall: (a) be endorsed to name "The Boeing Company and its subsidiaries and their respective directors, officers, employees, agents, attorneys and assigns" as additional insureds (hereinafter "Additional Insured") with respect to any liability arising out of Permittee's presence on the Boeing Property, (b) be endorsed to be primary to any insurance maintained by Boeing, (c) contain a severability of interest provision in favor of the Additional Insured; (d) contain a waiver of any rights of subrogation against the Additional Insured; and (e) be endorsed to require the insurer to provide Boeing thirty (30) days advance written notice in the event of cancellation. In addition to the forgoing, all insurance required under this Paragraph 4 shall be in a form, and with insurers, acceptable to Boeing. All insurers must be rated A- or better by A.M. Best.
- f. Permittee shall not access the Boeing Property unless Permittee shall have first provided for Boeing's review and approval, a certificate of insurance (and copies

of any relevant endorsements) reflecting full compliance with the requirements set forth herein. Such certificate shall list The Boeing Company as certificate holder and shall be kept current and in compliance throughout the period of time that Permittee seeks access to the Boeing Property to perform work for and on behalf of DOE at the SSFL. Should any of the policies be cancelled before the expiration thereof, notice will be delivered to Boeing in accordance with the policy provisions. Permittee shall immediately provide notice to Boeing as soon as Permittee becomes aware of any cancellation or material change in the above insurance policies.

4. Termination.

- a. Boeing may terminate the access rights granted to Permittee hereunder in the event that Permittee fails to comply with any of the requirements set forth in Paragraphs 1 and 4 of this Access Agreement.

5. Miscellaneous.

- a. This Access Agreement shall be governed by and construed in accordance with the laws of the United States (federal law) except that if no federal law applies, the laws of the State of California shall govern
- b. Nothing in this Access Agreement shall at any time be so construed as to create a relationship of employer and employee, partnership, principal and agent, or joint venture between Boeing and Permittee, or Boeing and any of Permittee's subcontractors.
- c. This Access Agreement shall be binding upon the Permittee and its successors and permitted assigns. This Agreement may be amended or modified only by an instrument in writing executed by each of the Parties hereto.
- d. This Agreement is not intended to and shall not affect any claims of the Parties by or against any entity other than the Parties.
- e. If any term, covenant, condition or provision of this Access Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such term, covenant, condition or provision shall be fully severable, and this Access Agreement shall be construed and enforced as if such invalid or unenforceable term, covenant, condition or provision never comprised a part hereof; and all remaining provisions of the Access Agreement shall remain in full force and effect.
- f. This Access Agreement contains the entire understanding of Permittee and Boeing with respect to the matters contemplated by this Agreement, and it supersedes any and all prior agreements and understandings, written or oral, between the Permittee and Boeing or DOE.
- g. This Access Agreement may be executed and delivered via facsimile or PDF with the same force and effect, and if so executed and delivered shall be effective, as if an original of this Agreement were executed and delivered.
- h. Permittee warrants and represents that it has full and complete authority to execute this Access Agreement and each person executing this Access Agreement

on behalf of Permittee warrants and represents that he or she has been fully authorized to execute this Access Agreement on behalf of Permittee and that Permittee is bound by the signature of such representative.

IN WITNESS WHEREOF, the undersigned has duly executed this Access Agreement on the date indicated below.

[COMPANY NAME]

By: _____

Title: _____

Date: _____

THE BOEING COMPANY

By: _____

Title: _____

Date: _____

Exhibit F
Radio Communications Agreement

THIS RADIO COMMUNICATIONS AGREEMENT (“Agreement”) is made and entered into as of this ___ day of _____, 2014 (“Effective Date”), by and between the United States Department of Energy (“DOE”) and The Boeing Company (“Boeing”) (each a “Party” and collectively, the “Parties”).

RECITALS:

A. WHEREAS, Boeing and DOE have entered into an Access Agreement dated December 20, 2013 (“Access Agreement”) that establishes, among other things, the terms, covenants and conditions under which DOE and its representatives, agents, contractors and subcontractors (“DOE Parties”) may enter property owned by Boeing at the SSFL to conduct certain activities. Capitalized terms not defined in this Agreement shall have the meaning ascribed to them in the Access Agreement;

B. WHEREAS, BOEING currently holds FCC licenses for its existing radio communication system;

C. WHEREAS, the Parties agree that it in their respective best interests for there to be radio communications between Boeing and DOE at the SSFL, particularly during emergency situations, while the DOE Parties are on Boeing’s property; and

D. WHEREAS, DOE also has requested, and Boeing is willing to allow, DOE and the DOE Parties to utilize one of Boeing’s frequencies for the DOE Parties to communicate with each other at the SSFL.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. DOE will purchase at its sole cost all radio equipment for DOE’s use at the SSFL (“DOE radios”).
2. Boeing will identify two frequencies that DOE may use at the SSFL, so long as Boeing continues its FCC license and maintains the frequencies (“the Frequencies”).
3. Boeing will program a limited number of DOE radios with the Frequencies. After the initial programming, DOE is responsible to program the Frequencies into additional DOE radios. DOE shall inform Boeing of the number of DOE radios that will be programmed with the Frequencies.
4. DOE shall use one of the frequencies for purposes of communicating with Boeing. DOE may use the other frequency for communications between the DOE Parties.

5. DOE acknowledges and understands that Boeing also will allow the National Aeronautics and Space Administration to use the Frequencies at the SSFL.
6. If DOE requires additional radio frequencies or desires to have an exclusive radio frequency, DOE may obtain its own FCC license and frequencies at DOE's sole cost and expense.
7. Boeing shall provide DOE with instructions as to the conditions under which the DOE Parties may use the Frequencies. The instructions may, for example, limit DOE's use of the Frequencies to certain situations, such as emergencies.
8. Boeing shall at all times retain control over the use of the Frequencies by the DOE Parties and at any time may direct DOE to cease use of the Frequencies by the DOE Parties and/or remove the Frequencies from the DOE radios if Boeing determines that such action is necessary to comply with FCC rules or policies, or is otherwise warranted. Boeing's direction to DOE to cease use of/remove the Frequencies may be provided orally to ensure DOE's prompt response, with a follow up notification as provided for below in Paragraph 17.
9. DOE shall promptly comply with all of Boeing's directions regarding the use of the Frequencies in DOE radios.
10. DOE shall ensure that all individuals who use the DOE radios that include the Frequencies have been informed of and agree to the conditions of this Agreement regarding Boeing's control over the use of the Frequencies. DOE shall immediately inform Boeing if any of the DOE radios that include the Frequencies are lost, stolen or misused.
11. DOE shall ensure that its (and the DOE Parties') use of Boeing's radio communications system allows Boeing to be in good standing with the NTIA or the FCC. Duties in this regard may require DOE to participate in an audit of their radio equipment and to provide information Boeing may need to prepare and submit to the NTIA or FCC all necessary filings required to maintain the assignment(s) or licenses(s) including, but not limited to, renewal applications, responses to inquiries, and complaints regarding harmful interference, and payment of any applicable FCC application and regulatory fees.
12. DOE agrees that Boeing shall have reasonable access to the DOE radios that are programmed with the Frequencies for the purpose of ensuring that the use of the Frequencies in the radios are compliant with applicable FCC requirements.

13. The parties agree that this Agreement should be interpreted in a manner consistent with the Communications Act, all applicable FCC rules, regulations and policies and any other relevant governmental rules and regulations governing the use of the Frequencies. In no instance shall any aspect of this Agreement operate to constitute an unauthorized assignment or transfer of control of any spectrum licenses or frequencies issued by the FCC and held by Boeing.
14. In the event the FCC determines that any provision of this Agreement violates any FCC rule, policy or regulation, both Parties shall make good faith efforts to reform this Agreement and enter into, as necessary, such further agreements and instruments consistent to the maximum extent possible with the terms and conditions herein and to bring this Agreement into compliance consistent with the intent hereof.
15. The term of this Agreement is from the Effective Date to December 31, 2020. Boeing shall have the right at any time to immediately and without cause terminate this Agreement by giving DOE oral or written notice of such termination.

16. Party Representatives: Notice.

- n. **Notice.** Any notice, demand, request or other communication which any Party may be required or may desire to give under this Agreement shall be in writing and shall be deemed to have been properly given if (a) sent via e-mail to the e-mail addresses provided by the Parties, (b) hand delivered (effective upon delivery) or (c) sent by a nationally recognized overnight delivery service (effective one (1) business day after delivery to such courier), in each case, addressed as follows:

If to Boeing The Boeing Company
 Attn: David W. Dassler
 Santa Susana Field Laboratory
 Environment Health & Safety
 5800 Woolsey Canyon Road
 MC 055-T4787
 Canoga Park, CA 91304-1148

With a copy to The Boeing Company
 Attn: Allison B. Edgar, Esq.
 Senior Counsel
 2201 Seal Beach Boulevard
 MC 110-SB33
 P.O. Box 2515
 Seal Beach, CA 90740-1515

If to DOE DOE Federal Project Director
 John Jones
 4100 Guardian Street

Suite 160
Simi Valley, CA 93063

With a copy to Deputy Federal Project Director
Stephanie Jennings
4100 Guardian Street
Suite 160
Simi Valley, CA 93063

17. Miscellaneous.

- a. This Agreement shall be governed by and construed in accordance with the laws of the United States of America (“Federal Law”). To the extent that any claim or issue is not addressed by Federal Law, the laws of the State of California shall govern.
- b. Nothing in this Agreement shall at any time be so construed as to create a relationship of employer and employee, partnership, principal and agent, or joint venture between Boeing and DOE, or Boeing and any of DOE’s contractors or subcontractors.
- c. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement may be amended or modified only by an instrument in writing executed by each of the Parties hereto.
- d. This Agreement is expressly not intended for the benefit of any third party and is expressly not enforceable by, or against, any third party.
- e. If any term, covenant, condition or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such term, covenant, condition or provision shall be fully severable, and this Agreement shall be construed and enforced as if such invalid or unenforceable term, covenant, condition or provision never comprised a part hereof; and all remaining provisions of the Agreement shall remain in full force and effect.
- f. This Agreement contains the entire understanding of the Parties with respect to the matters contemplated by this Agreement, and it supersedes any and all prior agreements and understandings, written or oral, between the Parties.
- g. The recitals are incorporated by reference into this Agreement.
- h. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one fully-executed agreement. This Agreement may be executed and delivered via facsimile or PDF with the same force and effect, and if so executed and delivered shall be effective, as if an original of this Agreement were executed and delivered.
- i. Each Party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to

execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement on the dates indicated below.

THE BOEING COMPANY

By: _____

Title: _____

Date: _____

UNITED STATES DEPARTMENT OF ENERGY

By: _____

Title: _____

Date: _____

The descriptions provided in this Appendix 3 are intended solely to provide a general overview of the condition of the buildings. The Contractor is fully responsible for independently determining the condition and contents of each building for developing a price proposal and ensuring the successful performance of the PWS activities. As a part of the D&D footprint, the utilities associated with the building footprint should be considered a part of the footprint that will be demolished.

Building No.	Description	Facility Type	Construction Type	Current Facility Classification	Radiological Facility	D&D Scope Considerations	Approximate Footprint (ft2)	Currently Has Power
D&D Option CLIN 00008: Hazardous Waste Management Facility (HWMF) Complex								
4029	Hazardous Materials Storage	Building & Slab	Steel framed, sided, & roofed building.	Ready for Clean Closure	No	- Includes removal of entire foundation - Utilities already physically isolated at building perimeter	800	No
4133	Hazardous Materials Storage	Building & Slab	Steel framed, sided & roofed building on slab	Ready for Clean Closure	No	--Includes removal of entire footprint fence to fence -- Includes removal of entire foundation (slab, asphalt, excess equipment i.e. safety shower, etc.) Utilities already physically isolated at building perimeter - Contains 1 empty Aboveground Storage Tank	441	No
D&D Option CLIN 00008: Sodium Pump Test Facility (SPTF)								
4462	Sodium Pump Test Facility	Component test facility	Steel framed, sided, & roofed buildings on slabs	Ready for Clean Closure	No	- Demo to slab (Boeing owns slab) and all penetrations plugged - Utilities already physically isolated at building perimeter - Contains 2 empty Aboveground Storage Tanks (100,000 gallons each); ASTs have been drained, cut open	10,274	No (Opportunity to sever power in underground distribution and de-energize some overhead distribution lines.)

SECTION C – PWS: Appendix 3 – Listing of Facilities for D&D Scope

Building No.	Description	Facility Type	Construction Type	Current Facility Classification	Radiological Facility	D&D Scope Considerations	Approximate Footprint (ft2)	Currently Has Power
4463	Sodium Pump Test Facility	Component test facility	Steel framed, sided, & roofed buildings on slabs	Ready for Clean Closure	No	- Demo to slab (Boeing owns slab) and all penetrations plugged - Utilities already physically isolated at building perimeter	6,635	No (Opportunity to sever power in underground distribution and de-energize some overhead distribution lines.)
D&D Option CLIN 00008: Former ETEC HQ and LMDL-2								
4038	Former ETEC HQ	Offices	Steel frame, roof & siding anchored to concrete slab	Ready for Clean Closure	No	- Includes removal of entire foundation - Utilities to be physically isolated at building perimeter - Includes to the slope on the side before the parking lot	15,297	Yes
4057	LMDL-2	Storage	Steel frame, roof & siding anchored to concrete slab.	Ready for Clean Closure	No	- Includes removal of entire foundation - Utilities to be physically isolated at building perimeter - Includes the area between building 4057 and 4038 and back to the road including area where the CDM trailer now sits.	7,210	Yes
D&D Option CLIN 00009: SNAP Environmental Test Facility (SETF)								
4019	SNAP Environmental Test Facility (SETF)	Reactor test facility	High bay with concrete vault & foundation	Formerly Radiological; Declared Free	No	- Includes removal of entire foundation - Utilities to be physically	6,402	No (Transformer ground fault.)

ETEC Environmental Monitoring and D&D
SECTION C – PWS: Appendix 3 – Listing of Facilities for D&D Scope

Building No.	Description	Facility Type	Construction Type	Current Facility Classification	Radiological Facility	D&D Scope Considerations	Approximate Footprint (ft2)	Currently Has Power
				of Contamination		isolated at building perimeter - Includes removal to the road in front and in the back to the bushes and to the fences on both sides in back		Opportunity to sever power in underground distribution and de-energize some overhead distribution lines.)
4024	SNAP Environmental Test Facility (SETF) –	Reactor test facility	Corrugated above-grade metal building. Below grade nuclear reactor test vaults constructed of aluminum-clad, borated concrete.	Radiological	Yes	- Includes removal of entire foundation - Utilities to be physically isolated at building perimeter - Includes removal all the way to the road in front and to the edge of the asphalt in back	14,147	Yes (Minimal power for pumping vault and lighting.)
D&D Option CLIN 00010: Radioactive Materials Handling Facility (RMHF)								
4021	Radioactive Materials Handling	Radiological	Metal building on slab	Radiological	Yes	- Includes removal of entire foundation - Utilities to be physically isolated at building perimeter - All of RMHF and associated buildings removed from fence line to fence line	3,025	No (Power line tree trimming required outside south side of the RMHF facility.)
4022	Radioactive Materials Handling & Storage	Radiological	Metal building over seven below-grade vaults with	Radiological	Yes	- Includes removal of entire foundation - Utilities to be physically isolated at building perimeter	4,093	Yes

SECTION C – PWS: Appendix 3 – Listing of Facilities for D&D Scope

Building No.	Description	Facility Type	Construction Type	Current Facility Classification	Radiological Facility	D&D Scope Considerations	Approximate Footprint (ft2)	Currently Has Power
			vault covers.			<ul style="list-style-type: none"> - Includes removal of seven individual below-grade storage vaults & vault covers. - All of RMHF and associated buildings removed from fence line to fence line 		
Other	Vent Structure located between 4021 and 4022; rep. Mixed LLW instead of just LLW	This structure is part Bldg. 4021		Radiological	Yes	<ul style="list-style-type: none"> - Includes removal of entire foundation - Utilities already physically isolated at building perimeter - All of RMHF and associated buildings removed from fence line to fence line 		
4034	Office	Office	Metal Structure	Radiological	Yes	<ul style="list-style-type: none"> - Includes removal of entire foundation - Utilities to be physically isolated at building perimeter - All of RMHF and associated buildings removed from fence line to fence line 	653	Yes
4044	Office	Office	Metal Structure	Radiological	Yes	<ul style="list-style-type: none"> - Includes removal of entire foundation - Utilities to be physically isolated at building perimeter - All of RMHF and associated buildings removed from fence line to fence line 	800	Yes
4075	Radioactive Materials Storage	Radioactive Materials Storage	Steel Building	Radiological	Yes	<ul style="list-style-type: none"> - Includes removal of entire foundation - Utilities already physically isolated at building perimeter - All of RMHF and associated buildings removed from fence 	2,207	No

SECTION C – PWS: Appendix 3 – Listing of Facilities for D&D Scope

Building No.	Description	Facility Type	Construction Type	Current Facility Classification	Radiological Facility	D&D Scope Considerations	Approximate Footprint (ft2)	Currently Has Power
						line to fence line		
4563	Covered Open Storage Area	Covered Open Storage Area	Metal Tent	Radiological	Yes	- Includes removal of entire foundation - Utilities already physically isolated at building perimeter - All of RMHF and associated buildings removed from fence line to fence line	1000	No
4621	Radioactive Materials Storage	Radiological	Metal structure	Radiological	Yes	- Includes removal of entire foundation - Utilities to be physically isolated at building perimeter - All of RMHF and associated buildings removed from fence line to fence line	640	No
4665	General Storage	General Storage		Radiological	Yes	- Includes removal of entire foundation - Utilities physically isolated at building perimeter - All of RMHF and associated buildings removed from fence line to fence line	480	No
4658	Guard Shack	Office	Portable Building	Radiological	Yes	- Includes removal of entire foundation - Utilities already physically isolated at building perimeter - All of RMHF and associated buildings removed from fence line to fence line	100	Yes
4688	Shed	Shed	Shed	Radiological	Yes	- Includes removal of entire foundation - Utilities already physically	600	Yes

SECTION C – PWS: Appendix 3 – Listing of Facilities for D&D Scope

Building No.	Description	Facility Type	Construction Type	Current Facility Classification	Radiological Facility	D&D Scope Considerations	Approximate Footprint (ft2)	Currently Has Power
						isolated at building perimeter - All of RMHF and associated buildings removed from fence line to fence line		
4663	Slab	Slab	Slab	Radiological	Yes	- Includes removal of entire foundation - Utilities already physically isolated at building perimeter - All of RMHF and associated buildings removed from fence line to fence line	750	No
RMHF Yard Asphalt	Asphalt	Asphalt	Asphalt	Radiological	Yes	- Includes removal of entire foundation - Utilities already physically isolated at building perimeter - All of RMHF and associated buildings removed from fence line to fence line		

WellID	ObjectType	Area	SponsorCode	GeologicalUnit	Well Last Visited	Pump Type	Pump Type from DB	Sampling Device/Pump Type from 2013Q1 Sampling Event	Pump Depth (feet BTC)	Pre-Retrofit PumpIntake (ft) fr DB	PumpDepth Low-Flow Retrofit (ft) fr DB	Measuring Point Elevation (ft MSL)
ES-31	Groundwater Monitoring Well	IV	D	Shallow	1/8/2013	ES	230V;1/3HP		24	24		1787.01
PZ-005	Piezometer	IV	D	Shallow	1/14/2013	none	Portable Bladder	Non-Dedicated Low-Flow Bladder Pump	--			1800.97
PZ-098	Piezometer	IV	D	Shallow	prior to July 2010	none	Portable Bladder		--			1797.78
PZ-099	Abandoned Piezometer	IV	D	Shallow	Abandoned	none			--			--
PZ-100	Piezometer	IV	D	Shallow	1/23/2013	none	Portable Bladder	Non-Dedicated Low-Flow Bladder Pump	--			1870.11
PZ-101	Piezometer	IV	D	Shallow	1/9/2013	none	Portable Bladder		--			1869.71
PZ-102	Piezometer	IV	D	Shallow	prior to July 2010	none	Portable Bladder		--			1827.78
PZ-103	Piezometer	IV	D	Shallow	1/17/2013	none	Portable Bladder	Non-Dedicated Low-Flow Bladder Pump	--			1815.93
PZ-105	Piezometer	IV	D	Shallow	1/14/2013	none	Portable Bladder	Non-Dedicated Low-Flow Bladder Pump	--			1803..87
PZ-106	Piezometer	IV	D	Shallow	prior to July 2010	none	Portable Bladder		--			1784.17
PZ-108	Piezometer	IV	D	Shallow	1/16/2013	none	Portable Bladder	Non-Dedicated Low-Flow Bladder Pump	--			1809.36
PZ-109	Piezometer	IV	D	Shallow	1/15/2013	none	Portable Bladder	Non-Dedicated Low-Flow Bladder Pump	--			1809.51
PZ-110	Piezometer	IV	D	Shallow	prior to July 2010	none	Portable Bladder		--			1818.90
PZ-111	Piezometer	IV	D	Shallow	prior to July 2010	none	Portable Bladder		--			1794.90
PZ-112	Piezometer	IV	D	Shallow	prior to July 2010	none	Portable Bladder		--			1829.14
PZ-113	Piezometer	IV	D	Shallow	1/9/2013	none	Portable Bladder		--			1823.68
PZ-114	Piezometer	IV	D	Shallow	prior to July 2010	none	Portable Bladder		--			1818.19
PZ-116	Piezometer	UL	D	Shallow	prior to July 2010	none	Portable Bladder		--			1827.78
PZ-120	Piezometer	IV	D	Shallow	1/15/2013	none	Portable Bladder	Non-Dedicated Low-Flow Bladder Pump	--			1810.96
PZ-121	Piezometer	IV	D	Shallow	1/16/2013	none	Portable Bladder	Non-Dedicated Low-Flow Bladder Pump	--			1808.98
PZ-122	Piezometer	IV	D	Shallow	prior to July 2010	none	Portable Bladder		--			1810.80
PZ-124	Piezometer	IV	D	Shallow	1/9/2013	none	Portable Bladder		--			1764.11
RD-07	Groundwater Monitoring Well	IV	D	Chatsworth	2/5/2013	none		Non-Dedicated Low-Flow Bladder Pump	--			1812.82
RD-13	Groundwater Monitoring Well	IV	D	Chatsworth	1/22/2013	LF/Bladder	QED Bladder	Dedicated Low-Flow Bladder Pump	65-155 (1)	151	156.3	1840.01
RD-14	Groundwater Monitoring Well	IV	D	Chatsworth	1/22/2013	LF/Bladder	QED Bladder	Dedicated Low-Flow Bladder Pump	115.3	117	115.3	1824.18
RD-15	Groundwater Monitoring Well	IV	D	Chatsworth	1/17/2013	ES	230V;1/3HP	Submersible	148	148		1817.70
RD-16	Groundwater Monitoring Well	IV	D	Chatsworth	1/8/2013	ES	230V;1/3HP		212	212		1808.99
RD-17	Groundwater Monitoring Well	IV	D	Chatsworth	1/29/2013	ES	230V;1/3HP	Submersible	117	117		1836.30
RD-18	Groundwater Monitoring Well	IV	D	Chatsworth	1/22/2013	LF/Bladder	QED Bladder	Dedicated Low-Flow Bladder Pump	110-235 (1)	231	236.8	1839.51
RD-19	Groundwater Monitoring Well	IV	D	Chatsworth	1/24/2013	LF/Bladder	QED Bladder	Dedicated Low-Flow Bladder Pump	107.8	127	107.8	1853.16
RD-20	Groundwater Monitoring Well	IV	D	Chatsworth	1/17/2013	LF/Bladder	QED Bladder	Dedicated Low-Flow Bladder Pump	87.3	111	87.3	1819.52
RD-21	Groundwater Monitoring Well	IV	D	Chatsworth	2/5/2013	none		Non-Dedicated Low-Flow Bladder Pump	--			1866.96
RD-22	Groundwater Monitoring Well	IV	D	Chatsworth	1/15/2013	FLUTe		Sample Port (FLUTe)	Multilevel			1853.41
RD-23	Groundwater Monitoring Well	IV	D	Chatsworth	1/10/2013	FLUTe			Multilevel			1838.19
RD-24	Groundwater Monitoring Well	IV	D	Chatsworth	1/15/2013	ES	230V;1/3HP	Submersible	138	138		1809.93
RD-25	Abandoned Groundwater Monitoring Well	IV	D	Chatsworth	Abandoned	--			--			--
RD-27	Groundwater Monitoring Well	IV	D	Chatsworth	1/9/2013	ES	230V;1/3HP		138	138		1841.67
RD-28	Abandoned Groundwater Monitoring Well	IV	D	Chatsworth	Abandoned	--			--			--
RD-29	Groundwater Monitoring Well	IV	D	Chatsworth	1/16/2013	ES	230V;1/2HP	Submersible	96	96		1806.29
RD-30	Groundwater Monitoring Well	IV	D	Chatsworth	1/8/2013	ES	230V;1/3HP		60	60		1768.69
RD-33A	Groundwater Monitoring Well	UL	D	Chatsworth	1/16/2013	FLUTe		Sample Port (FLUTe)	Multilevel			1792.97
RD-33B	Groundwater Monitoring Well	UL	D	Chatsworth	1/15/2013	LF/Bladder	QED Bladder	Dedicated Low-Flow Bladder Pump	388.1	380	388.1	1793.72
RD-33C	Groundwater Monitoring Well	UL	D	Chatsworth	1/16/2013	LF/Bladder	QED Bladder	Dedicated Low-Flow Bladder Pump	501.8 (2)	464	388.7	1793.61
RD-34A	Groundwater Monitoring Well	UL	D	Chatsworth	1/28/2013	LF/Bladder	QED Bladder	Dedicated Low-Flow Bladder Pump	57.5	57	57.5	1761.91
RD-34B	Groundwater Monitoring Well	UL	D	Chatsworth	1/9/2013	none	230V;1/2HP0		--	232		1762.51
RD-34C	Groundwater Monitoring Well	UL	D	Chatsworth	1/28/2013	LF/Bladder	QED Bladder	Dedicated Low-Flow Bladder Pump	416.3 (2)	190	110.1	1762.79
RD-50	Groundwater Monitoring Well	IV	D	Chatsworth	1/15/2013	FLUTe		Sample Port (FLUTe)	Multilevel			1914.88
RD-54A	Groundwater Monitoring Well	IV	D	Chatsworth	2/5/2013	none		Non-Dedicated Low-Flow Bladder Pump	--			1841.72

RD-54B	Groundwater Monitoring Well	IV	D	Chatsworth	2/12/2013	none	230V;3/4HP	Submersible	--	420		1842.54
RD-54C	Groundwater Monitoring Well	IV	D	Chatsworth	1/9/2013	ES	230V;1HP		590	590		1843.77
RD-57	Groundwater Monitoring Well	UL	D	Chatsworth	1/16/2013	FLUTe		Sample Port (FLUTe)	Multilevel			1774.15
RD-59A	Groundwater Monitoring Well	Off-site	D	Chatsworth	1/16/2013	LF/Bladder	QED Bladder	Dedicated Low-Flow Bladder Pump	42.4	41	42.4	1340.59
RD-59B	Groundwater Monitoring Well	Off-site	D	Chatsworth Artesian	1/16/2013	none		Flowing Artesian	--			1342.49
RD-59C	Groundwater Monitoring Well	Off-site	D	Chatsworth Artesian	1/16/2013	none		Flowing Artesian	--			1345.41
RD-63	Groundwater Monitoring Well	IV	D	Chatsworth	1/28/2013	LF/Bladder	QED Bladder	Dedicated Low-Flow Bladder Pump	75-225 (1)	127	197.5	1764.83
RD-64	Groundwater Monitoring Well	IV	D	Chatsworth	1/15/2013	FLUTe		Sample Port (FLUTe)	Multilevel			1857.04
RD-65	Groundwater Monitoring Well	IV	D	Chatsworth	3/15/2013	none		Non-Dedicated Low-Flow Bladder Pump	--			1819.14
RD-74	Groundwater Monitoring Well	IV	D	Chatsworth	1/9/2013	none	230V;1/3HP		--	95		1810.90
RD-85	Groundwater Monitoring Well	IV	D	Chatsworth	1/22/2013	LF/Bladder	QED Bladder	Dedicated Low-Flow Bladder Pump	76.3		76.3	1849.36
RD-86	Groundwater Monitoring Well	IV	D	Chatsworth	1/23/2013	LF/Bladder	QED Bladder	Dedicated Low-Flow Bladder Pump	77.3	76	77.3	1832.16
RD-87	Groundwater Monitoring Well	IV	D	Chatsworth	1/24/2013	none		Non-Dedicated Low-Flow Bladder Pump	--			1789.09
RD-88	Groundwater Monitoring Well	IV	D	Chatsworth	1/28/2013	none		Non-Dedicated Low-Flow Bladder Pump	--			1774.62
RD-89	Groundwater Monitoring Well	IV	D	Chatsworth	1/9/2013	none			--			1814.18
RD-90	Groundwater Monitoring Well	IV	D	Chatsworth	1/23/2013	ES		Non-Dedicated Low-Flow Bladder Pump	122	122		1784.75
RD-91	Groundwater Monitoring Well	IV	D	Chatsworth	1/17/2013	ES	230V;1/3hp	Submersible	132	132		1818.04
RD-92	Groundwater Monitoring Well	IV	D	Chatsworth	1/17/2013	ES	230V;1/3hp	Submersible	102	102		1833.74
RD-93	Groundwater Monitoring Well	IV	D	Chatsworth	1/16/2013	none		Bailer	--			1810.48
RD-94	Groundwater Monitoring Well	UL	D	Chatsworth	1/9/2013	none			--			1744.38
RD-95	Groundwater Monitoring Well	IV	D	Chatsworth	1/23/2013	none		Non-Dedicated Submersible Pump	--			1811.36
RD-96	Groundwater Monitoring Well	IV	D	Chatsworth	1/23/2013	LF/Bladder	QED Bladder	Dedicated Low-Flow Bladder Pump	73.3		73.3	1805.49
RD-97	Groundwater Monitoring Well	UL	D	Chatsworth	1/9/2013	none			--			1792.22
RD-98	Groundwater Monitoring Well	IV	D	Chatsworth	1/23/2013	none		Non-Dedicated Submersible Pump	--			1808.73
RD-102	Groundwater Monitoring Well	IV	D	Chatsworth	1/17/2013	none	Portable Bladder	Non-Dedicated Low-Flow Bladder Pump	--			1817.50
RS-11	Groundwater Monitoring Well	IV	D	Shallow	1/8/2013	none			--			1790.39
RS-16	Groundwater Monitoring Well	IV	D	Shallow	1/9/2013	none			--			1811.05
RS-18	Groundwater Monitoring Well	IV	D	Shallow	1/9/2013	none			--			1802.86
RS-23	Groundwater Monitoring Well	IV	D	Shallow	1/9/2013	none			--			1887.25
RS-24	Groundwater Monitoring Well	IV	D	Shallow	1/8/2013	none			--			1809.24
RS-25	Groundwater Monitoring Well	IV	D	Shallow	1/8/2013	none			--			1862.71
RS-27	Groundwater Monitoring Well	IV	D	Shallow	1/9/2013	none			--			1804.78
RS-28	Groundwater Monitoring Well	IV	D	Shallow	1/8/2013	none			--			1768.59
RS-36	Groundwater Monitoring Well	IV	D	Shallow	1/17/2013	none	Portable Bladder	Non-Dedicated Low-Flow Bladder Pump	--			1817.73
RS-54	Groundwater Monitoring Well	IV	D	Shallow	1/22/2013	ES	230V;1/3HP	Submersible	41	41		1846.66
WS-07	Groundwater Monitoring Well	IV	D	Chatsworth	1/28/2013	ES	Portable Bladder	Non-Dedicated Low-Flow Bladder Pump	unknown			1826.19

UL = Undeveloped Land

(1) = equipped with QED SpectraSample flow-equalization inlets

(2) = physical pump depth is shallower than the indicated "drop inlet" depth

(3) = Haley & Aldrich note prior to July 2010

D = DOE

B = Boeing

N = NASA

Shallow = well in alluvium above bedrock

Chatsworth = well in bedrock

Notes	Groundwater U	Date Drilled:	Northing (ft)	Easting (from	Total Dept	Screened Interval (ft.):	Sand Inter	Bontonite	Grout Inte
		01/29/87	266692.4	1785729.5	25	11.6 - 25		0 - 9.7	
	Shallow	11/7/2000	266634.9	1784877.3	45	15-25	11.5-26.5	8.5-11.5	2-8.5
	Shallow	10/16/2001	266788.9	1783488.8	37.5	24-34	21.5-37.5	19-21.5	2-19
Piezometer destroyed 2006	Shallow		266508.7	1783141.0					
	Shallow	10/17/2001	266078.3	1782962.2	16.5	5.67-15.67	4.67-16.5	2-4.67	N/A
	Shallow	10/17/2001	266057.5	1783090.6	27	10-20	7-27	5-7	1.75-5
	Shallow	10/18/2001	267080.8	1784684.4	59.2	48.5-59.2	45-59.2	43-45	2-43
	Shallow	10/22/2001	266281.2	1784400.9	39	28.5-38.5	26-39	23.5-26	2-23.5
	Shallow	10/23/2001	265935.5	1784787.9	28	17-27	15-28	12-15	2-12
	Shallow	10/23/2001	266411.9	1785469.6	35	18-28	16-30.5	12.75-16	2-12.75
	Shallow	10/24/2001	267332.4	1785248.2	30	16-26	13-28.5	10-13	2-10
	Shallow	10/25/2001	267080.8	1784684.4	36.5	25-35	22-36.5	19-22	2-19
	Shallow	10/25/2001	267204.0	1786209.6	17.5	7-17	5-17.5	2-5	N/A
	Shallow	10/26/2001	266948.4	1786433.9	20	7.5-17.5	5-20	N/A	N/A
	Shallow	10/26/2001	267435.9	1786720.8	35	24-34	22-35	19-22	2-19
	Shallow	10/29/2001	267682.9	1787367.8	15	7-15	5-15	2-5	N/A
	Shallow	10/30/2001	268304.0	1787913.1	48.2	37-47	35-48.2	32-35	2-32
	Shallow	3/18/2003	267230.1	1785009.7	26	15-25	12-26	9-12	2-9
	Shallow	3/19/2003	267491.6	1785120.7	33	15-25	12-28	8.4-12; 28-3	1.5-8.4
	Shallow	3/19/2003	267091.9	1785176.5	27.5	15.5-25.5	12-27.5	9-12	2-9
	Shallow	3/21/2003	267166.7	1784015.9	31	14.7-24.7	11.3-31	8.3-11.3	1-8.3
FLUTe Multilevel removed Feb. 2013	Chatsworth	01/08/86	266937.9	1784160.7	300	Open Hole		0 - 25	
	Chatsworth	07/25/89	265809.9	1784083.7	160	Open Hole		0 - 30	
	Chatsworth	07/27/89	268605.9	1787467.9	125	Open Hole		0 - 30	
	Chatsworth	07/27/89	268114.6	1787805.6	152	Open Hole		0 - 30	
	Chatsworth	08/15/89	267211.2	1786783.5	220	Open Hole		0 - 30	
	Chatsworth	08/10/89	267668.1	1786003.5	125	Open Hole		0 - 30	
	Chatsworth	07/28/89	268517.6	1786851.9	240	Open Hole		0 - 30	
	Chatsworth	07/31/89	268204.7	1785783.9	135	Open Hole		0 - 30	
	Chatsworth	07/27/89	266605.4	1784382.9	127	Open Hole		0 - 30	
FLUTe Multilevel removed Feb. 2013	Chatsworth	08/11/89	266053.3	1783079.8	175	Open Hole		0 - 30	
FLUTe multilevel currently installed	Chatsworth	08/15/89	266277.8	1782691.1	440	Open Hole		0 - 30	
FLUTe multilevel currently installed	Chatsworth	08/16/89	266390.8	1783122.8	440	Open Hole		0 - 30	
	Chatsworth	08/09/89	267283.0	1784708.6	150	Open Hole		0 - 30	
Abandoned 4/2000 as part of Building 4059 demolition	Chatsworth	08/10/89	267164.1	1784501.6	100	Open Hole		0 - 30	
	Chatsworth	08/10/89	267977.7	1785610.5	150	Open Hole		0 - 30	
Abandoned 4/2000 as part of Building 4059 demolition	Chatsworth		267349.9	1784545.9					
	Chatsworth		266949.3	1785123.3					
Well capped and vault welded shut to prevent surface water infiltration	Chatsworth	08/11/89	268026.0	1785319.8	75	Open Hole		0 - 30	
FLUTe multilevel currently installed	Chatsworth	09/27/91	266547.6	1782597.6	320	Open Hole		0 - 100	
	Chatsworth	09/27/91	266546.9	1782616.8	415	Open Hole		0 - 360	
	Chatsworth	09/21/91	266547.6	1782576.7	520	Open Hole		0 - 480	
	Chatsworth	09/27/91	268046.0	1785103.3	320	Open Hole		0 - 11	
Obstruction at 168 ft.; cannot be sampled; low-flow pump retrofit could not be completed; no pump currently installed.	Chatsworth	09/27/91	268058.3	1785096.2	415	Open Hole		0 - 360	
	Chatsworth	09/21/91	268035.0	1785086.8	520	Open Hole		0 - 480	
FLUTe multilevel currently installed	Chatsworth	05/28/93	265713.8	1783049.0	195	Open Hole		0 - 18.5	
FLUTe Multilevel removed Feb. 2013	Chatsworth	08/07/93	266312.8	1783135.8	278	Open Hole		0 - 119	

Old electric submersible pump siezed and was removed 2013Q1.	Chatsworth	08/31/93	266350.2	1783087.3	437	Open Hole		0 - 379
	Chatsworth	07/27/93	266313.8	1783106.8	638	Open Hole		0 - 557
FLUTE multilevel currently installed	Chatsworth	02/23/94	266916.2	1782949.9	419	Open Hole		0 - 19.5
	Chatsworth	05/19/94	268236.3	1783214.0	58	Open Hole		0 - 21
Well is artesian	Chatsworth Artesi	07/02/94	268202.1	1783139.6	214	178 - 209		0 - 19.5
Well is artesian	Chatsworth Artesi	07/02/94	268213.9	1783178.8	398	345.5 - 397		0 - 19
	Chatsworth	05/10/94	268029.8	1785216.8	230	Open Hole		0 - 20
FLUTE currently installed.	Chatsworth	05/19/94	266259.4	1782967.8	398	Open Hole		0 - 19
FLUTE Multilevel removed Mar. 2013	Chatsworth	08/14/94	266543.7	1783268.6	397	Open Hole		0 - 19
Collapsed borehole; no pump currently installed (3)	Chatsworth	01/21/99	267112.6	1784112.9	101	Open Hole		0 - 30
	Chatsworth	08/04/04	268384.8	1786082.0	90	Open Hole		0 - 20
	Chatsworth	08/09/04	268480.4	1786522.8	80	Open Hole		0 - 20
	Chatsworth	08/11/04	267800.3	1784860.5	60	Open Hole		0 - 20
	Chatsworth	08/16/04	267691.4	1784770.0	30	Open Hole		0 - 20
No pump currently installed. Well cannot be sampled. Well damaged, bentonite on end of probe (3)	Chatsworth	05/18/05	267732.2	1785204.3	50	Open Hole		0 - 30
	Chatsworth	03/11/04	267701.9	1784858.9	125	Open Hole		0 - 20
	Chatsworth	03/12/04	266538.2	1783945.5	140	Open Hole		0 - 20
	Chatsworth	03/16/04	267847.1	1787222.9	105	Open Hole		0 - 20
	Chatsworth	05/19/05	267564.1	1785023.3	60	Open Hole		0 - 20
	Chatsworth	05/15/05	267743.3	1784559.8	35	Open Hole		0 - 20.5
	Chatsworth	05/12/05	267499.9	1784758.0	80	Open Hole		0 - 50
	Chatsworth	05/03/06	267385.1	1784343.7	90	Open Hole		0 - 20
	Chatsworth	04/28/06	267540.4	1784376.4	74.5	Open Hole		0 - 20
	Chatsworth	06/04/08	268054.1	1785567.0	65	Open Hole		0 - 20
New well, installed 11/16/2011	Chatsworth							
	Shallow	06/10/85	266864.3	1785819.5	17.5	10 - 17.5		0 - 9
	Shallow	06/11/85	266981.3	1784220.7	20.5	16.5 - 20.5		0 - 14.5
	Shallow	06/12/85	266661.7	1783394.0	13	7.5 - 13		0 - 6
	Shallow	08/23/88	265827.3	1783082.8	13	8 - 13		0 - 6.8
	Shallow	08/25/88	267218.8	1786806.2	8.5	4 - 8.5		0 - 3
	Shallow	08/25/88	268226.7	1785922.8	13.5	8.5 - 13.5		0 - 2
	Shallow	08/02/88	266927.6	1785133.2	9	5 - 9		0 - 3
Well capped and vault welded shut to prevent surface water infiltration	Shallow	08/17/89	268030.1	1785310.5	19	14 - 19		0 - 9
New well, installed 11/21/2011	Shallow							
	Shallow	08/09/93	266307.6	1783111.2	38	Open Hole		0 - 7
	Chatsworth	5/7/1905	268493.2	1787829.4	700	216 - 400 Open Hole		Unknown

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:
Santa Susana Field Laboratory
Simi Hills
Ventura County, California
CAD093365435 (Boeing)
CA1800090010 (NASA)
CAD000629972 (Boeing/DOE)
CA3890090001 (Boeing/DOE)

Docket No. P3-07/08-003
CONSENT ORDER FOR CORRECTIVE
ACTION

Health and Safety Code Section 25187

The Boeing Company,
The National Aeronautics &
Space Administration and
The U.S. Department of Energy,
(Respondents)

INTRODUCTION

1.1. Parties. The California Department of Toxic Substances Control (DTSC) and The Boeing Company, a Delaware corporation (Boeing), the National Aeronautics & Space Administration (NASA), a federal agency, and the U.S. Department of Energy (DOE), a federal agency (Respondents) enter into this Consent Order for Corrective Action.

1.2. Permitting Status. Respondents are the owners and/or operators of hazardous waste management units and facilities at the approximately 2850-acre Santa Susana Field Laboratory (SSFL), also defined for corrective action purposes under this Order as "the Facility," located in the Simi Hills in the southeastern corner of Ventura County, California as shown on Attachment 1. The Simi Hills are bordered on the east by the San Fernando Valley and to the north by the Simi Valley. The site is located about 8 miles south of the San Fernando Valley Freeway (118) and about 10 miles north of the Ventura Freeway (101). The SSFL was established in 1947. Activities at the SSFL have ranged from rocket engine testing to research and development of fuels and propellants, nuclear power and lasers. The SSFL is divided into four (4) administrative areas – Area I, Area II, Area III,

and Area IV - and two buffer zones. Areas I and III are operated by The Boeing Company (Boeing), which owns most of Area I and all of Area III. Areas I and III total 791 acres. Boeing also owns a contiguous buffer zone of 1143 acres to the south and a contiguous buffer zone of 182 acres to the north. A 42-acre portion of Area I and all of Area II, which is 404 acres, are owned by the federal government, administered by NASA and operated by Boeing. Area IV, which is 290 acres, is owned and operated by Boeing for the Department of Energy (DOE). DOE owns facilities on a 90-acre site within Area IV. This 90-acre parcel consists primarily of facilities and structures built and owned by DOE and operated by Boeing.

The Respondents have engaged in the management of hazardous wastes pursuant to permits and interim status documents issued by DTSC as described in Attachment 2. DTSC issued post closure permits for Areas I, II and III on May 11, 1995. The postclosure permit for Areas I and III was issued to "The Boeing Company, Rocketdyne Propulsion and Power"¹ as owner and operator. (Permit Number:PC-94/95-3-02), E.P.A. I.D. Number: CAD093365435) The postclosure permit for Area II was issued to NASA as owner and The Boeing Company, Rocketdyne Propulsion and Power as operator (Permit Number: PC-94/95-3-03, EPA I.D. Number: CAD1800090010). The expiration date on both of these permits was May 11, 2005, but Respondents submitted timely and administratively complete applications, which extend the terms of the permits pursuant to the California Code of Regulations, title 22, section 66270.51(d). The post closure permit for Areas I and III addresses five (5) surface impoundments and five (5) groundwater treatment systems and/or and

¹ Rockwell International Corporation, Rocketdyne Division applied to DTSC for a hazardous waste facility post-closure permit to operate hazardous waste groundwater extraction, treatment and monitoring systems at the Rockwell-Rocketdyne Site, and to address maintenance of caps at closed impoundments. After issuance of the post closure permit in 1995, Rockwell International Corporation, Rocketdyne Division was purchased by the Boeing Company and became a wholly owned subsidiary renamed Boeing North American. As of December, 2006, the name on the post closure permits was updated to "The Boeing Company, Rocketdyne Propulsion and Power." Documents may still refer to the Owner and/or Operator of the post closure permits as "Rockwell International Corporation, Rocketdyne Division, Boeing North American Inc., The Boeing Company, or Rocketdyne Propulsion & Power."

towers. The post closure permit for Area II addresses four (4) surface impoundments and three (3) groundwater treatment systems and/or towers. Until the mid-1980s, the nine surface impoundments in Areas I, II and III were used to contain waste waters related to the testing of rocket engines and engine components. The impoundments received rinse water and waste water that contained traces of fuels, oxidizers and/or solvents. In the mid-1980s, use of the nine surface impoundments was discontinued. The RCRA closure process for these units was initiated in 1985. DTSC accepted closure certification on April 21, 1995. The nine surface impoundments are listed on Attachment 3.

In Area IV, the two (2) DOE-owned/Boeing-operated facilities² include the Hazardous Waste Management Facility (the HWMF) and the Radioactive Materials Handling Facility (RMHF). DTSC issued a permit for the HWMF in 1993 to DOE as owner and Rockwell International Corporation as the facility operator (Permit Number: 93-3-TS-002), EPA I.D. Number: CAD000629972).³ This permit authorized the continued operation of two (2) onsite hazardous waste units in the Energy Technology Engineering Center (ETEC). The units include a treatment unit (the Building 133 sodium burn facility) and a storage unit (the Building 29 sodium storage facility). The HWMF is inactive and remains subject to closure requirements. The RMHF is a mixed waste facility for which Interim Status authority first went into force with the March 22, 1989 Part A submittal to the U.S. Environmental Protection Agency (Interim Status Document EPA I.D. Number: CA3890090001). In September 1997, DTSC required DOE and Boeing to submit a revised Part A application to clarify the hazardous waste operating units at the RMHF eligible for Interim Status and to include a closure plan and schedule for closure. A revised Part A application and Closure Plan for the RMHF was submitted

² DOE owns the facilities, which include structures. Boeing owns the land and operates the facilities.

³ The HWMF permit shows Rockwell International Corporation as the facility operator. Boeing became the current operator through its acquisition of Rockwell International Corporation, Rocketdyne Division after DTSC issued the permit and interim status document. The permit has not been updated to identify Boeing as the current operator.

October 24, 1997. DTSC determined the Part A application complied with the administrative requirements for interim status. The RMHF consists of two hazardous waste management storage units (Building 4022, and Building 4621 and its accompanying yard) and a mixed waste treatment unit (Building 4021). Closure of the RMHF is pending.

1.3. Jurisdiction. Jurisdiction exists pursuant to Health and Safety Code section 25187, which authorizes DTSC to issue an Order to require corrective action when DTSC determines that there is or has been a release of hazardous waste or hazardous waste constituents into the environment from a hazardous waste facility.

1.4. Definition of Terms. The terms used in this Order are as defined in the California Code of Regulations, title 22, section 66260.10, except as otherwise provided.

"Facility" shall mean the entire SSFL site, which is under the ownership and/or control of the Respondents.

"Respondent(s)" shall mean one or more of the Respondents identified in Section 1.1 of this Order.

1.5. Attachments. All attachments to this Order are incorporated herein by this reference.

1.6. Right to Hearing. Respondents waive any right to request a hearing on this Order pursuant to Health and Safety Code section 25187 on the matters covered under this Order.

1.7. Denial of Liability. By entering into this Order, Respondents do not admit to any fact, fault or liability under any federal or State statute or regulation and this Order shall not constitute a release, waiver, covenant not to sue or limitation on any rights, remedies, powers or authorities that Respondents have under any statutory, regulatory or common law authority.

FINDINGS OF FACT

DTSC hereby finds:

2.1. Region IX of the U.S. Environmental Protection Agency (U.S. EPA) issued an Interim Final RCRA Facility Assessment Report (RFA) in July 1991 that identified 122 areas of the SSFL for designation as Solid Waste Management Units (SWMUs) and Areas of Concern (AOCs). On November 12, 1992, DTSC issued a Stipulated Enforcement Order to Rockwell International Corporation (predecessor to Boeing)⁴ to impose corrective action requirements at the SSFL based on the 1991 RFA. The 1992 Order required Boeing, among other things, to submit a Current Conditions Report analyzing each area identified in the RFA. The Current Conditions Report was to contain an in-depth investigation of waste generation and release at each area and a determination of necessary further actions for each area, with a basis for each conclusion. The 1992 Order also required Boeing, after submittal of the Current Conditions Report, to submit a draft RCRA Facility Investigation Workplan (RFI Workplan), including plans for each area identified in the Current Conditions Reports as areas appropriate for investigation. The parties contemplated that approval of the RFI Workplan would result, ultimately, in an RFI Report, Corrective Measures Studies and final cleanup of the areas identified in the final Corrective Measures Studies. A Current Conditions Report was prepared by ICF Kaiser Engineers in 1993, on behalf of Boeing.

In May 1994, the U.S. EPA finalized the RCRA Facility Assessment Report (RFA). When finalized in 1994, the RFA identified three (3) additional sites for a total of 125 SWMUs and AOCs at the SSFL that either have released or may release hazardous waste or hazardous waste constituents into the environment. During the subsequent RFI phase of Corrective Action, 10 additional AOCs

⁴ Boeing became subject to the Order through its acquisition of the Rockwell International Corporation, Rocketdyne Division after the Order was issued.

have been identified at the SSFL. All 135 SWMUs and AOCs are summarized in Attachment 4. They include; all five (5) of the Area I and III closed RCRA surface impoundments; the four (4) Area II closed RCRA surface impoundments; the Area IV HWMF and the Area IV RMHF. Leach fields are typically associated with individual SWMUs and not shown individually except in Area IV where they are independent units.

2.2. Based on the RFA, DTSC concluded that further investigation was needed to determine the nature and extent of any release of hazardous waste or hazardous waste constituents in or from the SWMUs and AOCs listed in Attachment 4. Identified SWMUs and AOCs have been grouped by location for investigation purposes and the groups are called "RFI Sites." A total of 51 RFI Sites have been identified for investigation under the RFI process. The RFI Sites are listed in Attachment 5. The SSFL RCRA Corrective Action program is currently in the RFI Phase which was begun in 1993 following submittal of the original Workplan with the Current Conditions Report. A comprehensive description of tasks performed for the RFI surficial media investigation, RFI scope, workplans prepared, and expansion and changes to the RFI, are described in the RCRA Facility Investigation Program Report, Surficial Operable Unit, Santa Susana Field Laboratory dated July 2004 (Program Report). Laboratory information for samples collected through December 31, 2003 are provided in the Program Report.

2.3. Since the early 1980s, SSFL site characterization has proceeded along two parallel paths, one for groundwater and the other for soils and related surficial media. In 1999, this approach was formalized by defining the groundwater and surficial media as two Operable Units (OUs) for investigation purposes. The OUs at the SSFL are:

- I. The Surficial Media OU comprising saturated and unsaturated soil, sediment, surface water, near-surface groundwater, air, biota, and weathered bedrock. Near-surface groundwater is groundwater that occurs within the alluvium or weathered bedrock.
- II. The Chatsworth formation OU, comprising the Chatsworth formation aquifer, and both saturated and unsaturated unweathered (competent) bedrock.

A discussion of the RFI and OUs is presented in the Program Report.

2.4. As a result of a September 1990 Groundwater Monitoring Evaluation (CME) conducted by DTSC, Respondent Boeing was required to implement a DTSC-approved Site Characterization Plan under the corrective action program. Between 1990 and 2000, several groundwater monitoring wells were installed and sampled, rock core sampling was performed at two locations in the northeast and southeast portions of the site, site fracture data were analyzed, aquifer tests were conducted, and a hydraulic communication study was conducted. The results from these activities were presented in several documents submitted over this period. In September 2000, DTSC approved an investigation of the fractured bedrock and deep groundwater at the SSFL (Workplan for Additional Field Investigations, Chatsworth Formation Operable Unit, Santa Susana Field Laboratory dated October 2000). Further site characterization is intended to provide an understanding of the complex fracture-dominated groundwater system at SSFL and the movement of contaminants in the groundwater. As of September 2004, more than 400 shallow and deep wells, and piezometers have been installed on and off the SSFL for the purpose of monitoring and characterizing the groundwater and contaminants.

2.5. Potential human and ecologic exposures to chemicals can occur either onsite or as a result of chemical migration to offsite areas. A generalized conceptual site model (CSM) of potential exposure pathways at SSFL has been developed based on field observations, current and future site use scenarios, and data collected during the investigations at the SSFL. The CSM for SSFL is

described in the 2005 Standardized Risk Assessment Methodology (SRAM) Work Plan (Rev. 2) approved by DTSC. Attachment 6 provides a list of chemical exposure pathways for human health and ecologic risk assessment at the SSFL.

2.6. Types of chemicals used and waste generated at the SSFL are shown on Attachment 7. Chemicals of potential concern (COPCs) and chemicals of potential ecological concern (COPECs) for input into, respectively, the Human Health and the Ecologic Risk Assessments shall be determined following methods outlined in the DTSC- approved SRAM. Chemicals of Concern (COCs) and Chemicals of Ecological Concern (COECs) shall be identified in each of the RFI reports as they are prepared. Additionally, a list of COCs has been developed for the nine closed surface impoundments as part of the two postclosure permits for Areas I and III, and Area II. COCs from the Post-Closure Permits are listed in Attachment 8.

2.7. Numerous investigations have been conducted to assess the presence of volatile organic compounds (VOCs) in the groundwater beneath the site. A list of chemicals in groundwater at the SSFL identified as of the issuance of this Order is provided in Attachment 9.

2.8: The SSFL is located in hilly terrain, with approximately 1,100 feet of topographic relief near the crest of the Simi Hills. Approximately 70 percent of the area within a 5-mile radius of the SSFL is undeveloped. Residential development is located about $\frac{3}{4}$ of a mile to the east of the SSFL on Woolsey Canyon Road and in areas about two miles north of the SSFL. Residential areas located $\frac{1}{2}$ mile south of the SSFL are separated from active portions of the SSFL by an undeveloped buffer zone.

2.9. Surface water from the SSFL drains primarily toward the south into Bell Creek and then eastward to the Los Angeles River with its confluence located in the San Fernando Valley. Surface water in the very north portion of the SSFL drains via various drainages into Meier and Black

Canyons, which lead to the Arroyo Simi located in Simi Valley. Surface water runoff from Happy Valley on the east flows via Dayton Canyon Creek to Chatsworth Creek and then into Bell Creek. Bell Creek subsequently flows southeast to the Los Angeles River.

2.10. Water supply (drinking water) at the SSFL is provided by the Calleguas Water Company. There are currently no domestic water supply wells in use at the SSFL.

2.11. The SSFL is geologically complex consisting of dipping, fractured sandstone and siltstone with several faults. Releases of hazardous wastes or hazardous waste constituents have migrated offsite through groundwater. Trichloroethene (TCE) has been identified in the groundwater at the SSFL and in groundwater monitoring wells immediately northeast and offsite of the SSFL. Groundwater characterization activities are ongoing to further assess the nature and extent of groundwater contamination at the SSFL.

2.12. Hazardous wastes or hazardous waste constituents have migrated or may migrate from the Facility into the environment through surface water, air, and groundwater (including seeps and springs) pathways. Potential exposures can occur from direct contact with soils, sediments, weathered bedrock, surface water, air, and groundwater, as well as potential indirect exposure to chemicals in plants following uptake from the soil.

WORK TO BE PERFORMED

Based on the foregoing Findings of Fact, it is hereby ordered and agreed that:

3.1. Respondents shall perform the work required by this Order in a manner consistent with the DTSC-approved RCRA Facility Investigation Workplans and amendments or additions, Corrective Measures Study Workplan, Corrective Measures Implementation Workplan, and any other DTSC-

approved workplans; Health and Safety Code and other applicable State and federal laws and their implementing regulations; and applicable DTSC and U.S. EPA guidance documents. Applicable guidance documents include, but are not limited to, the "RCRA Facility Investigation (RFI) Guidance" (Interim Final, May 1989, EPA 530/SW-89-031), "RCRA Groundwater Monitoring Technical Enforcement Guidance Document" (OSWER Directive 9950.1, September 1986), "Test Methods For Evaluating Solid Waste" (SW-846), and "Construction Quality Assurance for Hazardous Waste Land Disposal Facilities" (EPA 530/SW-85-031, July 1986).

3.2. Corrective Action Schedule

3.2.1. Within 90 days of the effective date of this Order, Respondents shall submit to DTSC for approval a schedule (with tasks, milestones and timeline) for the following:

1. Remediation of chemically contaminated soils by June 30, 2017 or earlier, utilizing the Standardized Risk Assessment Methodology (SRAM) Workplan (Rev. 2).
2. Completion of construction of DTSC-approved groundwater and unsaturated zone cleanup remedies in the Chatsworth Formation OU by June 30, 2017 or earlier.
3. Completion of construction of DTSC-approved long-term soil cleanup remedy in the Surficial Media OU by June 30, 2017 or earlier.

If DTSC disapproves the schedule submitted by Respondents, it shall explain the reasons for its disapproval in writing.

3.2.2. In developing the schedule required by section 3.2.1., Respondents shall consider the possibility of completing the sampling of Area IV for chemical contamination prior to DOE's completion of the Environmental Impact Statement for Area IV.

3.3 Interim Measures (IM).

3.3.1. Interim measures already completed by Respondents are listed in Attachment 10 (Interim Measures Completed). Respondents shall evaluate available data and assess the need for interim measures in addition to those specifically required by this Order. Interim measures shall be used whenever necessary and appropriate or when directed by DTSC to control or abate immediate threats to human health and/or the environment, and to prevent and/or minimize the spread of contaminants while long-term corrective action alternatives are being evaluated.

3.3.2. Respondents shall submit to DTSC a Workplan for the implementation of Groundwater Interim Measures ("IM Workplan") by August 18, 2007, as directed in DTSC's letter to Boeing dated April 18, 2007. The IM Workplan is subject to approval by DTSC and shall address remediation and/or containment of contaminants at the test stands and other significant release locations. Specifically, these contaminants include but are not limited to: trichloroethene (TCE) and associated breakdown products; N-nitrosodimethylamine (NDMA); 1,4-dioxane; and perchlorate. The interim measures shall include active remedial technologies applied at source zones(s) to eliminate and/or remediate the contaminant mass flux from the source areas. Remedial technologies to be evaluated by the respondent shall include (but need not necessarily be limited to): TCE Oxidation using Potassium- or Sodium-Permanganate; Nanoscale Zero-Valent Iron Particle Technology; Radio Frequency Heating; Blast-Fractured Enhanced Permeability Remediation; Steam Injection; and Enhanced Bioremediation. Pilot studies shall be conducted, as required by DTSC, to assess the effectiveness of different available remedial approaches. If DTSC disapproves of the IM Workplan, it shall explain the reasons for its disapproval in writing.

3.3.3. In the event Respondents identify an immediate or potential threat to human health and/or the environment, discover new releases of hazardous waste and/or hazardous waste constituents, or discover new solid waste management units not previously identified, Respondents shall notify DTSC's SSFL Project Director orally within 48 hours of discovery (i.e. this shall include preliminary results from laboratory reports) and notify DTSC in writing within 10 days of discovery summarizing the findings, including the immediacy and magnitude of the potential threat to human health and/or the environment. Respondents shall submit to DTSC an IM Workplan for approval within the time period specified by DTSC. The IM Workplan shall include a schedule for submitting to DTSC an IM Operation and Maintenance Plan and IM Plans and Specifications. The IM Workplan, IM Operation and Maintenance Plan, and IM Plans and Specifications shall be developed in a manner consistent with the Scope of Work for Interim Measures Implementation approved by DTSC. If DTSC determines that immediate action is required, DTSC may orally authorize the Respondents to act prior to DTSC's receipt of the IM Workplan.

3.3.4. If DTSC identifies an immediate or potential threat to human health and/or the environment, discovers new releases of hazardous waste and/or hazardous waste constituents, or discovers new solid waste management units not previously identified, DTSC shall notify Respondents in writing. Respondents shall submit to DTSC for approval within the time period specified by DTSC an IM Workplan that identifies Interim Measures that will mitigate the threat. The IM Workplan shall include a schedule for submitting to DTSC an IM Operation and Maintenance Plan and IM Plans and Specifications. The IM Workplan, IM Operation and Maintenance Plan, and IM Plans and Specifications shall be developed in a manner consistent with the Scope of Work for Interim Measures Implementation approved by DTSC. If DTSC determines that emergency action is required, DTSC may orally authorize Respondents to act prior to receipt of the IM Workplan.

3.3.5. All IM Workplans shall ensure that the Interim Measures are designed to mitigate current or potential threats to human health and/or the environment, and should, to the extent practicable, be consistent with the objectives of, and contribute to the performance of, all final remedies that may be required at the Facility.

3.3.6. Concurrent with the submission of an IM Workplan, Respondents shall submit to DTSC for approval a Health and Safety Plan.

3.3.7. DTSC shall complete the Public Participation Plan (PPP) following consultation with Respondents and the public. DTSC may periodically update the PPP in consultation with Respondents and the public.

3.4. RCRA Facility Investigation (RFI).

3.4.1. DTSC has reviewed the following work plan-related documents associated with the RCRA Facility Investigation (RFI).

- a) Current Conditions Report and Draft RCRA Facility Investigation Work Plan, Areas I and III, Santa Susana Field Laboratory, Ventura County, California (ICF Kaiser Engineers, October 1993).
- b) Current Conditions Report and Draft RCRA Facility Investigation Work Plan, Area II and Area I LOX Plant, Santa Susana Field Laboratory, Ventura County, California (ICF Kaiser Engineers, October 1993).
- c) Current Conditions Report and Draft RCRA Facility Investigation Work Plan, Area IV, Santa Susana Field Laboratory, Ventura County, California (ICF Kaiser Engineers, October 1993).
- d) Sampling and Analysis Plan, Hazardous Waste Facility Post-Closure Permit PC-94/95-3-02, Area II. Santa Susana Field Laboratory, Rockwell International Corporation, Rocketdyne Division (Groundwater Resources Consultants, Inc., June 1995).
- e) Sampling and Analysis Plan, Hazardous Waste Facility Post-Closure Permit PC-94/95-3-03, Areas I and III. Santa Susana Field Laboratory, Rockwell International Corporation, Rocketdyne Division (Groundwater Resources Consultants, Inc., June 1995).

- f) RCRA Facility Investigation Work Plan Addendum, Santa Susana Field Laboratory, Ventura County, California (Ogden, September 1996).
- g) RCRA Facility Investigation Metals Sampling and Analysis Plan, Santa Susana Field Laboratory, Ventura County, California (Ogden, September 1996).
- h) Revised Sodium Reactor Experiment (SRE) RFI Workplan Amendment, Santa Susana Field Laboratory, Ventura County, California (Boeing, December 1998).
- i) Ecological Validation Sampling and Analysis Plan, Santa Susana Field Laboratory, Ventura County, California (Ogden, May 2000).
- j) RCRA Facility Investigation Work Plan Addendum Amendment, Santa Susana Field Laboratory, Ventura County, California (Ogden, June 2000);
- k) RCRA Facility Investigation Shallow Zone Groundwater Investigation Work Plan Final, Santa Susana Field Laboratory, Ventura County, California (Ogden, December 2000).
- l) Workplan for Additional Field Investigations, Chatsworth Formation Operable Unit, Santa Susana Field Laboratory, Ventura County, California (Montgomery Watson, October 2000)
- m) Workplan for Additional Field Investigations, Former Sodium Disposal Facility, Chatsworth Formation Operable Unit, Santa Susana Field Laboratory, Ventura County, California (Montgomery Watson, June 2000).
- n) Work Plan for Additional Field Investigations, Former Sodium Disposal Facility (FSDF), Chatsworth Formation Operable Unit, Santa Susana Field Laboratory, Ventura County, California, Revision 2.2 (Montgomery Watson Harza, December 2001).
- o) RCRA Facility Investigation Work Plan Addendum Amendment, Building 56 Landfill (SWMU 7.1) Investigation, Santa Susana Field Laboratory, Ventura County, California (Montgomery Watson Harza, May 2003).
- p) Happy Valley Interim Measures Work Plan Addendum Amendment, Happy Valley and Building 359 Areas of Concern, Santa Susana Field Laboratory, Ventura County, California (Montgomery Watson Harza , August 2003).
- q) RCRA Facility Investigation Work Plan Addendum, Area I and Area II Landfills Investigation Work Plan, Revised Final, SWMU 4.2 and SWMU 5.1, Santa Susana Field Laboratory, Ventura County, California (Montgomery Watson Harza, October 2003).
- r) Perchlorate Characterization Work Plan (Revision 1), Santa Susana Field Laboratory, Ventura County, California (Montgomery Watson Harza, December 2003).

- s) RCRA Facility Investigation Program Report, Surficial Media Operable Unit, Santa Susana Field Laboratory, Ventura County, California (Montgomery Watson Harza Inc., July 2004).
- t) Proposed Drilling, Construction and Testing of Monitor Wells, Area IV, Santa Susana Field Laboratory, Ventura County, California (Haley & Aldrich, August 2004).
- u) RCRA Facility Investigation Work Plan Addendum Amendment, Surface Flux and Ambient Air Monitoring, Former Liquid Oxygen (LOX) Plant Site (SWMUs 4.5 and 4.6), Ventura County, California, Revision 1 (MWH Americas, Inc., February 2005).
- v) Standardized Risk Assessment Methodology (SRAM) Work Plan, Santa Susana Field Laboratory, Ventura County, California, Revision 2- Final (MWH Americas, Inc., September 2005).
- w) RCRA Facility Investigation Vapor Migration Modeling Validation Study Work Plan, Santa Susana Field Laboratory, Ventura County, California (MWH Americas, Inc., November 2005).
- x) Vapor Migration Modeling Validation Study Work Plan Amendment, Santa Susana Field Laboratory, Ventura County, California (Boeing, June 2006).

3.4.2. Respondents shall submit to DTSC for approval RFI Reports for the Surficial Media OU in accordance with the schedule stipulated in Section 3.2.1 and approved by DTSC. The SSFL has been divided into 10 Surficial Media OU Group Reporting Areas as listed on Attachment 11 and shown on the map on Attachment 12. An Ecologic Large Home Range report shall also be prepared. The Surficial OU Reports shall be developed in a manner consistent with the approved workplans, workplan amendments, and approved Standardized Risk Assessment Methodology Work Plan (Rev. 2) and future amendments. DTSC shall review the Surficial OU Reports and notify Respondents in writing of DTSC's approval, conditional approval, or disapproval.

3.4.3. The comprehensive Surficial OU Reports shall summarize the findings from all phases and areas of the SSFL. The Surficial OU Reports shall include all current and historical assessment data collected to date for the vicinity of the unit being investigated in the RFI program. The nine (9) surface impoundments shall also be addressed and included in the Surficial OU Reports. Data

generated during the investigation and remediation shall be provided to DTSC to allow evaluation of the potential for release of other hazardous constituents.

3.4.4. Each Respondent shall submit with each Surficial OU Group report historical records and documentation, within its possession and control, of all activities associated with each SWMU and AOC in an electronic format. This shall include primary historical records that list or describe any known and/or suspected chemicals stored, handled or released in the study area. Historical information may include (but need not necessarily be limited to) available photographs, drawings, manifests, memoranda, tabulations, lists and any other records regarding the operations conducted in the study area, and the types and sources of chemicals that may have been handled or released in the study areas.

3.4.5. Respondents shall submit in a separate report historical and other documents as described in Section 3.4.4 that are not submitted with individual Surficial OU Group Reports.

3.4.5.1. Within 120 days of the effective date of this Order, Respondent Boeing shall also provide in hard copy transcripts of the deposition testimony of fact witnesses pertaining to SSFL operations and waste management activities from lawsuits involving the SSFL in which Boeing or Rockwell International was a party.

3.4.5.2. If Respondents assert that any document to be submitted pursuant to Section 3.4.4, 3.4.5 or 3.4.5.1 may contain confidential business information, Respondents shall comply with the provisions of California Code of Regulations, title 22, section 66260.2 and the specific text on the page that Respondents consider to be confidential shall be identified. Documents containing confidential business information are to be provided in hard copy to DTSC. All other historical documents are to be submitted in an electronic format with electronic reference list (searchable by key word).

3.4.5.3. Nothing in Sections 3.4.4, 3.4.5, 3.4.5.1, or 3.4.5.2 of this Order shall require Respondents to provide to DTSC any documents protected from disclosure by applicable legal protections, including without limitation the attorney-client privilege and the attorney-work product doctrine, or shall prevent Respondents from asserting that such applicable legal protections prevent disclosure.

3.4.6. Respondents shall identify and provide to DTSC copies of all available aerial photographs of SSFL taken by Respondents and others operating under contract(s) to Respondents.

3.4.7. Respondents shall demonstrate and certify that they have conducted a reasonable search for the documents required in 3.4.4, 3.4.5 and 3.4.5.1 and include a signed copy of the Signature and Certification stipulated in section 4.4.3 of this Order to certify a reasonable search was completed for each Surficial OU Group Report

3.4.8. Reports prepared by the Respondents or their consultants in support of the Surficial OU RFI shall be submitted in both hard copy and electronically to DTSC. Electronic copies shall be submitted in an electronic format that allows them to be searchable by key word.

3.4.9. Within 120 days of the effective date of this Order, the Respondents shall prepare and submit to DTSC a report summarizing all off-site media sampling and testing data for chemical and radiologic contaminants conducted by the Respondents around SSFL. The summary report shall itemize all separate off-site sampling programs, specify the objectives, summarize the conclusions and summarize results. The report shall include maps and figures of SSFL and surrounding areas showing sample locations, sample results, and sample identification numbers referenced to tables of the analytical results and sample information. The map or maps shall have a key which identifies the sample as to sample media type (air, surface water, soils, groundwater, seeps, and springs). The data table summaries shall be referenced to the original reports. The Respondents shall review the

data and make conclusions and recommendations as to the completeness of the sampling, and recommendations for additional sampling if needed. A bibliography of all original work plans, Health and Safety Plans, Quality Assurance Plans and final reports shall be compiled, and electronic versions of those original reports shall be included on a CD with the report.

3.4.10. If DTSC determines, based on its evaluation of the report specified in 3.4.9 of this Order, that additional work is required, Respondents shall submit and carry out, by dates to be specified by DTSC, the following workplans:

1. A Workplan to monitor potential presence of airborne chemical and radiologic releases from the SSFL in communities and residential areas surrounding SSFL.
2. A Workplan to sample all the surface drainages leading offsite from the SSFL property to evaluate potential chemical and radiologic releases into drainages leading away from SSFL. The Workplan shall also identify and include a proposal for sampling seeps and springs in the vicinity of SSFL.
3. A Workplan to collect surface soils and sediment samples in communities surrounding SSFL for chemical and radiologic testing. The Workplan shall include the rationale for selecting the locations of these samples.

3.4.11. Within 180 days of the date of this Order, the Respondents shall provide to DTSC access to a fully-interactive Geographic Information System (GIS) mapping data base with SSFL-related chemical and radiologic data (both onsite and offsite) collected by Respondents, georeferenced to SSFL base maps suitable for analyses of data by location, media type, chemical and radiologic analytes, sample identification numbers, and all other sample data parameters.

3.4.12. Respondents shall prepare and submit to DTSC for approval workplans to complete the ongoing Chatsworth Formation groundwater investigation in the northeast (transects) and site-

wide groundwater investigation at SSFL. Respondents shall submit these workplans and technical memoranda/reports to DTSC for approval in accordance with the schedule in Attachment 13. These workplans shall include a Phase 2 Groundwater Site Conceptual Model Work Plan (submitted) to drill a series of additional coreholes offsite in the northeast portion of SSFL to assess the extent and migration of TCE and other VOCs in this area, and a Phase 3 Groundwater Site Conceptual Model Work Plan (submitted) that shall collect additional data, including installation of discrete multi-port samplers in wells, spring sampling, and geophysical logging to supplement the Site-wide groundwater investigation. Respondents shall also submit a Site-Wide Groundwater RFI WorkPlan to assess the nature and extent of all COPCs in groundwater and the unsaturated zone sitewide. Respondents shall prepare and submit the following reports/technical memoranda in accordance with the dates specified in Attachment 13: an update to the Conceptual Site Model Technical Memorandum submitted April 2000; 3-D Flow Model Technical Memorandum describing the numerical groundwater model; Phase 2 Northeast Area Groundwater Characterization Technical Memorandum; and the Site-wide Geology Report. The nine (9) surface impoundments shall be addressed and included in the Chatsworth Formation OU Report.

3.4.13. Within 120 days of the date of this Order, the Respondents shall prepare and submit to DTSC for approval a revised Facility-wide Water Quality Sampling and Analysis Plan (WQSAP) that includes the use of low-flow purging and sampling approaches.

3.5. Corrective Measures Study (CMS).

3.5.1. Respondents shall prepare and submit a CMS Workplan to DTSC for the Surficial Media OU and Chatsworth Formation OU (including both groundwater and the unsaturated zone) in accordance with the schedule specified in Section 3.2.1 of this Order. The CMS Work plans for the Surficial Media OU and Chatsworth Formation OU (including both groundwater and the unsaturated

zone) are subject to approval by DTSC and shall be developed in a manner consistent with the Scope of Work for a Corrective Measures Study approved by DTSC.

3.5.2. The CMS work plans shall detail the methodology for developing and evaluating potential corrective measures to remedy chemical contamination at the Facility utilizing the Standardized Risk Assessment Methodology (SRAM) Workplan (Rev. 2). The CMS Workplan shall identify the potential corrective measures, including any innovative technologies that may be used for the containment, treatment, remediation, and/or disposal of contamination. Potential groundwater corrective measures shall evaluate all state-of-the-art remedial technologies including but not limited to the following: TCE Oxidation using Potassium- or Sodium-Permanganate; Nanoscale Zero-Valent Iron Particle Technology; Radio Frequency Heating; Blast-Fractured Enhanced Permeability Remediation; Steam Injection; and Enhanced Bioremediation.

3.5.3. Respondents shall complete treatability studies for all potential corrective measures that involve treatment except where Respondents can demonstrate to DTSC's satisfaction that treatability studies are not needed. The CMS Work plans shall include, at a minimum, a summary of the proposed treatability studies including conceptual designs, a schedule for submitting treatability study workplans, or Respondents' justifications for not proposing treatability studies.

3.5.4. Respondents shall submit CMS Reports to DTSC for approval in accordance with the DTSC-approved CMS Workplan schedule. DTSC shall review the CMS Reports and notify Respondents in writing of DTSC's approval or disapproval. If DTSC disapproves of the CMS Reports in whole or in part, it shall explain in writing the reason(s) for its disapproval.

3.6. Remedy Selection.

3.6.1. At a minimum, DTSC shall provide the public with an opportunity to review and comment on the final draft of the CMS Reports, DTSC's proposed corrective measures for the Facility, and DTSC's justification for selection of such corrective measures. DTSC shall conduct a public hearing to obtain comments.

3.6.2. Following the public comment period, DTSC may select final corrective measures or require Respondents to revise the CMS Reports and/or perform additional corrective measures studies.

3.6.3. DTSC shall notify Respondents of the final corrective measures selected by DTSC in the Final Decision and Response to Comments. The notification shall include DTSC's reasons for selecting the corrective measures.

3.7. Corrective Measures Implementation (CMI).

3.7.1. Within 90 days of Respondents' receipt of notification of DTSC's selection of the corrective measures for the Surficial OU and Chatsworth Formation OU (including both groundwater and the unsaturated zone), Respondents shall submit to DTSC Corrective Measures Implementation (CMI) Workplans. The CMI Workplans are subject to written approval by DTSC. If DTSC disapproves of the CMI Workplans in whole or in part, it shall explain in writing the reason(s) for its disapproval.

3.7.2. Concurrent with the submission of the CMI Workplans, Respondents shall submit to DTSC a Health and Safety Plan.

3.7.3. The CMI program shall be designed to facilitate the design, construction, operation, maintenance, and monitoring of corrective measures at the Facility. In accordance with the schedule contained in the approved CMI Workplan, Respondents shall submit to DTSC the documents listed below.

- Operation and Maintenance Plan
- Draft Plans and Specifications
- Final Plans and Specifications
- Construction Workplan
- Construction Completion Report
- Corrective Measures Completion Report

3.7.4. DTSC shall review all required CMI documents and notify Respondents in writing of DTSC's approval or disapproval. If DTSC disapproves of the required CMI documents in whole or in part, it shall explain in writing the reason(s) for its disapproval.

3.7.5. Within 90 days of DTSC's approval of all required CMI documents, Respondents subject to financial assurance requirements shall establish a financial assurance mechanism for Corrective Measures Implementation. The financial assurance mechanisms may include any mechanism described in California Code of Regulations, title 22, sections 66264.143 or 66265.143 as applicable. The parties acknowledge that, pursuant to title 22, sections 66264.140(b)(4) and 66265.140(c), federal agencies are not subject to the financial assurance requirements specified above, and that the purpose of establishing a financial assurance mechanism is to demonstrate that Respondents subject to financial assurance requirements are financially capable of performing the Corrective Measures Implementation and to enable DTSC to undertake Corrective Measures Implementation tasks in the event that Respondents subject to financial assurance requirements are unable or unwilling to undertake the required actions. Respondents subject to financial assurance requirements shall annually adjust the mechanism for inflation in accordance with California Code of Regulations, title 22, sections 66264.142 or 66265.142 as applicable.

3.8. CEQA. Respondents shall provide all information necessary to facilitate DTSC's preparation of a CEQA analysis, including a Facility-wide Environmental Impact Report (EIR).

OTHER REQUIREMENTS AND PROVISIONS

4.1. Project Coordinator. Within 14 days of the effective date of this Order, the Respondents shall each designate a Project Coordinator and shall notify DTSC in writing of the Project Coordinators selected. Each Project Coordinator shall be responsible for overseeing the implementation of this Order and for designating a person to act in his/her absence. All communications between Respondents and DTSC, and all documents, report approvals, and other correspondence concerning the activities performed pursuant to this Order shall be directed through their respective Project Coordinators. Each party may change its Project Coordinator with at least seven days prior written notice. DTSC's designated Project Coordinator is Mr. Norman E. Riley, DTSC SSFL Project Director.

4.2. Web Site

4.2.1. Respondents shall establish and maintain a web-based site which shall be used for posting of documents and information related to Corrective Action and cleanup of SSFL. The content of the website shall be solely under the control of DTSC. No changes to the website shall be made without prior DTSC approval.

4.3. DTSC Approval.

4.3.1. Subject to the dispute resolution procedures in Sections 4.19.1.1 through 4.19.1.6, Respondents shall revise any workplan, report, specification, or schedule in accordance with DTSC's

written comments. Respondents shall submit to DTSC any revised documents by the due date specified by DTSC. Revised submittals are subject to DTSC's written approval or disapproval. If DTSC disapproves of any submittal in whole or in part, it shall explain in writing the reason(s) for its disapproval.

4.3.2. Upon receipt of DTSC's written approval, Respondents shall commence work and implement any approved workplan in accordance with the schedule and provisions contained therein.

4.3.3. Any DTSC approved workplan, report, specification, or schedule required by this Order shall be deemed incorporated into this Order.

4.3.4. Any requests for revision of an approved workplan requirement must be in writing. Such requests must be timely and provide justification for any proposed workplan revision. DTSC shall approve such proposed revisions absent good cause not to do so. Any approved workplan modification shall be in writing and shall be incorporated by reference into this Order.

4.3.5. Verbal advice, suggestions, or comments given by DTSC representatives shall not constitute an official approval or decision.

4.4. Submittals.

4.4.1. Beginning with the first full month following the effective date of this Order, Respondents shall continue to provide DTSC with quarterly progress reports of corrective action activities conducted pursuant to this Order. Progress reports are due on the last day of the first month following the close of each reporting period. DTSC may adjust the frequency of progress reporting to be consistent with site-specific activities.

4.4.2. Any report or other document submitted by each Respondent pertaining to its activities at the Site pursuant to this Order shall be signed and certified by a responsible corporate officer, or a duly authorized representative.

4.4.3. The certification required above, shall be in the following form:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature: _____
Name: _____
Title: _____
Date: _____

4.4.4. Except as provided in Sections 3.4.5.1 and 3.4.5.2, reports and other documents prepared by the Respondents or their consultants in response to this Order shall be submitted in both hard copy and electronically to DTSC. Electronic copies of reports, workplans, technical memoranda, and other documents shall be submitted to DTSC in a format that allows them to be word searchable. Respondents shall provide eight (8) hard copies and twelve (12) electronic copies of all documents, including but not limited to, workplans, reports, and correspondence of 15 pages or longer to DTSC's Regional office in Sacramento, two (2) hard copies and two (2) electronic copies to DTSC's Regional office in Cypress, one (1) electronic copy to DTSC's Regional office in Berkeley, one (1) electronic copy to the consultant or contractor who maintains the website specified in Section 4.2.1 of this Order, and one (1) hard copy and one (1) electronic copy to DTSC's Administrative File for SSFL (currently DTSC's Regional Office located in Glendale as of the date of this Order). Submittals specifically exempted from this copy requirement are all progress reports and correspondence of less than 15 pages, of which only one (1) copy is required. DTSC may designate that additional hard copies and/or electronic copies (or both) be provided simultaneously to designated repositories. If Respondents assert that any document to be submitted may contain confidential business

information, Respondents shall comply with the provisions of California Code of Regulations, title 22, section 66260.2 and the specific text on the page that Respondents consider to be confidential shall be identified. Documents containing confidential business information are to be submitted in hard copy to DTSC.

4.4.5. Unless otherwise specified, all reports, correspondence, approvals, disapprovals, notices, or other submissions relating to this Order shall be in writing and shall be sent to the current Project Coordinators.

4.5. Proposed Contractor/Consultant.

All work performed pursuant to this Order shall be under the direction and supervision of a professional engineer or registered geologist, registered in California, with expertise in hazardous waste site cleanup. Respondents' contractor or consultant shall have the technical expertise sufficient to fulfill his or her responsibilities. Within 14 days of the effective date of this Order or any contract awarded to implement this Order, Respondents shall notify the DTSC Project Coordinator in writing of the name, title, and qualifications of the professional engineer or registered geologist and of any contractors or consultants and their personnel to be used in carrying out the requirements of this Order.

4.6. Quality Assurance.

4.6.1. All sampling and analyses performed by Respondents under this Order shall follow applicable DTSC and U.S. EPA guidance for sampling and analyses. Workplans shall contain quality assurance/quality control and chain of custody procedures for all sampling, monitoring, and analytical activities. Any deviations from the approved workplans must be approved by DTSC prior to implementation, must be documented, including reasons for the deviations, and must be reported in the applicable report (e.g., RFI Report).

4.6.2. The names, addresses, and telephone numbers of the California State-certified analytical laboratories Respondents propose to use must be specified in the applicable workplans.

4.6.3. All workplans required under this Order shall include data quality objectives for each data collection activity to ensure that data of known and appropriate quality are obtained and that data are sufficient to support their intended uses.

4.6.4. Respondents shall monitor to ensure that high quality data are obtained by its consultant or contract laboratories. Respondents shall ensure that laboratories used by Respondents for analysis perform such analysis according to the latest approved edition of "Test Methods for Evaluating Solid Waste, (SW 846)," or other methods deemed satisfactory to DTSC. If methods other than U.S. EPA methods are to be used, Respondents shall specify all such protocols in the applicable workplan (e.g., RFI Workplan). DTSC may reject any data that do not meet the requirements of the approved workplan, U.S. EPA analytical methods, or quality assurance/quality control procedures, and may require resampling and analysis.

4.6.5. Respondents shall ensure that the California State-certified laboratories used by Respondents for analyses have quality assurance/quality control programs. DTSC may conduct a performance and quality assurance/quality control audit of the laboratories chosen by Respondents before, during, or after sample analyses. Upon request by DTSC, Respondents shall have their selected laboratory perform analyses of samples provided by DTSC to demonstrate laboratory performance. If the audit reveals deficiencies in a laboratory's performance or quality assurance/quality control procedures, resampling and analysis may be required.

4.7. Sampling and Data/Document Availability.

4.7.1. Respondents shall submit to DTSC upon request the results of all sampling and/or tests or other data generated by its employees, agents, consultants, or contractors pursuant to this Order. Respondents shall follow the same signature and certification requirements of sections 4.4.2 and 4.4.3 above for information submitted pursuant to this section.

4.7.2. Notwithstanding any other provisions of this Order, DTSC retains all of its information gathering and inspection authority and rights, including enforcement actions related thereto, under Health and Safety Code, and any other State or federal statutes or regulations.

4.7.3. Respondents shall notify DTSC in writing at least 7 days prior to beginning each separate phase of field work approved under any workplan required by this Order. If Respondents believe they must commence emergency field activities without delay, Respondents may seek emergency telephone authorization from the DTSC Project Coordinator or, if the Project Coordinator is unavailable, his/her designee, to commence such activities immediately.

4.7.4. At the request of DTSC, Respondents shall provide or allow DTSC or its authorized representative to take split or duplicate samples of all samples collected by Respondents pursuant to this Order. Similarly, at the request of Respondents, DTSC shall allow Respondents or their authorized representative(s) to take split or duplicate samples of all samples collected by DTSC under this Order.

4.8. Access.

4.8.1. Subject to the Respondents' security and safety procedures at the Facility, Respondents shall provide DTSC and its representatives access at all reasonable times, following normal Boeing procedures for access onto the site, to the areas of the Facility under each Respondent's control and any other property to which access is required for implementation of this Order and shall permit such persons to inspect and copy all non-privileged records, files,

photographs, documents, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Order and that are within the possession or under the control of Respondents or their contractors or consultants.

4.8.2. To the extent that work being performed pursuant to this Order must be conducted beyond the Facility property boundary, Respondents shall use their best efforts to obtain access agreements necessary to complete work required by this Order from the present owners of such property within 30 days of approval of any workplan for which access is required. "Best efforts" as used in this paragraph shall include, at a minimum, a letter by certified mail from the Respondents to the present owners of such property requesting an agreement to permit Respondents and DTSC and their authorized representatives access to such property. Any such access agreement shall provide for access to DTSC and its representatives. Respondents shall provide DTSC's Project Coordinator with a copy of any access agreements in their possession. In the event that an agreement for access is not obtained within 30 days of approval of any workplan for which access is required, or of the date that the need for access becomes known to Respondents, Respondents shall notify DTSC in writing within 14 days thereafter regarding both the efforts undertaken to obtain access and the failure to obtain such agreements. DTSC may, at its discretion, assist Respondents in obtaining access.

4.8.3. Nothing in this section limits or otherwise affects DTSC's right of access and entry pursuant to any applicable State or federal law or regulation.

4.8.4. Nothing in this Order shall be construed to limit or otherwise affect Respondents' liability and obligation to perform corrective action including corrective action beyond the Facility boundary.

4.9. Record Preservation.

4.9.1. Respondents shall retain, during the implementation of this Order and for a minimum of ten (10) years after the Acknowledgement of Satisfaction executed pursuant to Section 6 of this Order, all data, records, and documents that relate to implementation of this Order or to hazardous waste management and/or disposal. Respondents shall notify DTSC in writing 90 days prior to the destruction of any such records, and shall provide DTSC with the opportunity to take possession of any such records. Such written notification shall reference the effective date, caption, and docket number of this Order and shall be addressed to:

Mr. Norman E. Riley
SSFL Project Director
Department of Toxic Substances Control
P.O. Box 806
Sacramento, California 95812-0806

4.9.2. If Respondents retain or employ any agent, consultant, or contractor for the purpose of complying with the requirements of this Order, Respondents shall require any such agents, consultants, or contractors to provide Respondents a copy of all documents produced pursuant to this Order.

4.9.3. All documents pertaining to this Order shall be stored in a manner to afford ease of access by DTSC and its representatives.

4.10. Change in Ownership. No change in ownership or corporate or partnership status relating to the Facility shall in any way alter Respondents' responsibility under this Order. No conveyance of title, easement, or other interest in the Facility, or a portion of the Facility, shall affect Respondent's obligations under this Order. Unless DTSC agrees that such obligations may be transferred to a third party, Respondents shall be responsible for and liable for any failure to carry out all activities required of Respondents by the terms and conditions of this Order, regardless of Respondents' use of employees, agents, contractors, or consultants to perform any such tasks.

4.11. Notice to Contractors and Successors. Respondents shall provide a copy of this Order to all contractors, laboratories, and consultants retained to conduct or monitor any portion of the work performed pursuant to this Order and shall condition all such contracts on compliance with the terms of this Order. Each Respondent shall give written notice of this Order to any successor in interest prior to transfer of ownership or operation of any portion of the Facility that the Respondents own or operate and shall notify DTSC at least thirty (30) days prior to such transfer.

4.12. Compliance with Applicable Laws and Regulations. All actions taken pursuant to this Order by any of the Parties shall be undertaken in accordance with applicable local, State, and federal laws and regulations Respondents shall obtain or cause their representatives to obtain all permits and approvals necessary under such applicable laws and regulations.

4.13. Costs. Respondents are liable for all costs associated with the implementation of this Order, including all costs incurred by DTSC in overseeing the work required by this Order, to the extent authorized under Health and Safety Code Sections 25269-25269.6, including procedures for dispute resolution. DTSC shall retain all cost records associated with the work performed under this Order as required by State law. DTSC shall make all documents which support the DTSC's cost determination available for inspection upon request, as provided by the Public Records Act

4.14. Endangerment during Implementation. In the event that DTSC determines that any circumstances or activity (whether or not pursued in compliance with this Order) are creating an imminent or substantial endangerment to the health or welfare of people at the Facility or in the surrounding area or to the environment, DTSC may order Respondents to stop further implementation of this Order for such period of time as needed to abate the endangerment. Any deadline in this Order directly affected by an Order to Stop Work under this section shall be extended for the term of the Order to Stop Work.

4.15. Liability. Nothing in this Order shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current, or future operations of Respondents. Notwithstanding compliance with the terms of this Order, Respondents may be required to take further actions as are necessary to protect public health or welfare or the environment.

4.16. Government Liabilities. The State of California shall not be liable for injuries or damages to persons or property resulting from acts or omissions by Respondents or related parties specified in section 4.20 in carrying out activities pursuant to this Order, nor shall the State of California be held as a party to any contract entered into by Respondents or its agents in carrying out activities pursuant to the Order.

4.16.1. Availability of Federal Funds -- DOE and NASA. It is the expectation of DTSC that the federal agencies under this Order shall seek sufficient funding through the federal budgetary process to fulfill the requirements under this Order. It is agreed that if inadequate funds are appropriated for such purposes, the federal agencies shall notify DTSC immediately and develop a plan in writing to secure additional funding to carry out the requirements of this Order. Nothing herein shall be construed as precluding federal agencies from arguing either that the unavailability of appropriated funds constitutes a force majeure, or that no provisions of this Order shall be interpreted to require the obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. 1301 or 1341. The Parties agree that in any proceeding to enforce the requirements of this Order, federal agencies may raise as a defense that any failure or delay was caused by the unavailability of appropriated funds.

4.16.2. Limitation of Federal Funds -- Boeing. The Parties acknowledge that some of the work required by this Order will be performed by Respondent Boeing pursuant to separate contracts between Boeing and Respondent DOE or Boeing and Respondent NASA. These contracts are

subject to federal funds appropriated to DOE or NASA. If and to the extent that Boeing is required to seek specific funding from a federal agency under such contracts in order to satisfy contractual obligations that comply with this Order and such funding is unavailable, nothing in this Order shall be construed to require Boeing to perform work under this Order that is to be performed in satisfaction of such contractual obligations between DOE and Boeing or NASA and Boeing, or shall prevent Boeing from raising as a defense that any failure or delay under such circumstances constitute a force majeure.

4.17. Reservation of Rights. By issuance of this Order, DTSC does not waive the right to take further enforcement actions. Except as otherwise provided in this Order, Respondents reserve all of their statutory, regulatory and common law rights, defenses and remedies that may pertain to this Order. This Order shall not be construed as a covenant not to sue, release, waiver, or limitation on any rights, remedies, powers, or authorities, civil or criminal, that DTSC or Respondents have under any statutory, regulatory, or common law authority.

4.18. Incorporation of Plans and Reports. All plans, schedules, and reports that require DTSC approval and are submitted by Respondents pursuant to this Order are incorporated in this Order upon approval by DTSC.

4.19. Penalties for Noncompliance. Respondents shall be liable for stipulated penalties in the amount of \$15,000 for a material failure to comply with the requirements of this Order, including the making of any false statement or representation in any document submitted for purposes of compliance with this Order. If DTSC can discern that a specific Respondent(s) is responsible for a material failure to comply with the requirements of this Order, DTSC shall proceed only against the responsible Respondent(s) for associated stipulated penalties. "Compliance" by Respondents shall include completion of the activities under this Order or any workplan or other plan approved under

this Order within the specified time schedules established by and approved pursuant to this Order. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Order as provided by Health and Safety Code sections 25188, 25189 and 25189.2 and other applicable provisions of law. Following DTSC's determination that Respondents have materially failed to comply with a requirement of the Order, DTSC shall give Respondents written notification of the violation and describe the noncompliance. At its sole discretion, DTSC may send Respondents a written notice of noncompliance with an opportunity to cure by a date designated by DTSC in lieu of a written demand for the payment of the penalties. Respondents, individually or collectively, may dispute DTSC's finding of noncompliance by invoking the dispute resolution procedures described in Sections 4.19.1.1 through 4.19.1.6 herein. Penalties shall accrue but need not be paid during the dispute resolution period. If Respondents do not prevail upon resolution, all penalties shall be due to DTSC within thirty (30) days of resolution of the dispute. If Respondents prevail upon resolution, no penalties shall be paid.

4.19.1.1. Dispute Resolution. The parties agree to use their best efforts to resolve all disputes informally. The parties acknowledge that the three (3) Respondents to this Order each have differing ownership and operational responsibilities for various portions of the Facility and the work addressed in this Order. Each Respondent expressly reserves its right to dispute any finding of noncompliance that applies to actions for which it is not responsible or for which it relies in whole or in part on the actions of another Respondent(s). The parties agree that, except as otherwise specifically provided for by Sections 25269.2 and 25269.5 of the Health and Safety Code for cost recovery disputes; the procedures contained in this section are the required administrative procedures for resolving disputes

arising under this Order. If any Respondent fails to follow the procedures contained in this section, that Respondent shall have waived its rights to further consideration of the disputed issue.

Respondents each reserve their respective legal rights to contest or defend against any final decision rendered by DTSC under this Order.

4.19.1.2. If any Respondent disagrees with any written decision by DTSC pursuant to this Order, such Respondent's Project Coordinator shall orally notify DTSC Project Coordinator of the dispute. The Project Coordinators shall attempt to resolve the dispute informally.

4.19.1.3. If the Project Coordinators cannot resolve the dispute informally, the disputing Respondent(s) may pursue the matter by placing an objection in writing. Disputing Respondent's written objection must be forwarded to the DTSC Director or his/her designee, with a copy to DTSC Project Coordinator. The written objection must be mailed to the DTSC Director or his/her designee within fourteen (14) days of the disputing Respondent's receipt of DTSC's written decision. Disputing Respondent's written objection must set forth the specific points of the dispute and the basis for Respondent's position.

4.19.1.4. DTSC and the disputing Respondent(s) shall have fourteen (14) days from DTSC's receipt of each disputing Respondent's written objection to resolve the dispute through formal discussions. This period may be extended by DTSC for good cause. During such period, Respondent(s) may meet or confer with DTSC to discuss the dispute.

4.19.1.5. After the discussion period, DTSC shall provide the Respondent(s) with its written decision on the dispute, which shall constitute a final agency decision. DTSC's written decision shall reflect any agreements reached during the formal discussion period and be signed by the DTSC Director or his/her designee.

4.19.1.6. During the pendency of all dispute resolution procedures set forth above, the time periods for completion of work to be performed under this Order that are affected by such dispute shall be extended for a period of time not to exceed the actual time taken to resolve the dispute. The existence of a dispute shall not excuse, toll, or suspend any other compliance obligation or deadline required pursuant to this Order except to the extent that such other compliance obligation or deadline is dependent upon the resolution of the matter which is the subject of Dispute Resolution under this Order, in which case the time periods for completion of such other compliance obligations or deadlines required pursuant to this Order that are affected by such Dispute Resolution shall be extended for a period of time not to exceed the actual time taken to resolve the dispute.

4.19.2. Force Majeure. The Respondents shall cause all work to be performed within the time limits set forth in this Order unless an extension is approved or performance is delayed by events that constitute an event of force majeure. For purposes of this Order, an event of force majeure is an event arising from circumstances beyond the control of the involved Respondents that delays performance of any obligation under this Agreement, provided the involved Respondents have undertaken all appropriate planning and prevention measures to avoid any foreseeable circumstances. Increases in cost of performing the work specified in this Order shall not be considered circumstances beyond the control of the involved Respondents. For purposes of this Order, events which constitute a force majeure shall include, without limitation, events such as acts of God, war, civil commotion, unusually severe weather, labor difficulties, shortages of labor, materials or equipment, government moratorium, delays in obtaining necessary permits due to action or inaction by third parties, earthquake, fire, flood or other casualty. The involved Respondents shall notify DTSC in writing immediately after the occurrence of the force majeure event. Such notification shall describe the anticipated length of the delay, the cause or causes of the delay, the measures

taken and to be taken by the involved Respondents to minimize the delay and the timetable by which these measures shall be implemented. If DTSC does not agree that the delay is attributable to a force majeure event, then the matter may be subject to the dispute resolution procedures set forth in Sections 4.19.1.1 through 4.19.1.6 of this Order.

4.19.3. Extension Requests. If Respondents are unable to perform any activity or submit any document within the time required under the schedule developed pursuant to Section 3.2.1 of this Order, Respondents may, prior to expiration of the time, request an extension of the time in writing. The extension request shall include a justification for the delay. All such requests shall be in advance of the date on which the activity or document is due. If DTSC determines that good cause exists for an extension, it shall grant the request and specify a new schedule in writing. "Good cause" shall include delays by DTSC in completing its review of and response to submittals by Respondents to the extent that future deadlines are impacted as specified in the schedule. Respondents shall comply with the new schedule specified by DTSC, which shall be incorporated by reference into this Order.

4.20. Parties Bound. This Order shall apply to and be binding upon Respondents, and their officers, directors, agents, employees, contractors, consultants, receivers, trustees, successors, and assignees, including but not limited to individuals, partners, and subsidiary and parent corporations.

4.21. Compliance with Waste Discharge Requirements. Respondents shall comply with all applicable waste discharge requirements issued by the State Water Resources Control Board or a California Regional Water Quality Control Board.

4.22. Time Periods. Unless otherwise specified, time periods begin from the effective date of this Order and "days" means calendar days. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday or federal or State holiday, the period shall run until the next business day.

4.23. Submittal Summary. Below is a summary of the major reporting requirements contained in this Order. The summary is provided as a general guide and does not contain all requirements. Please refer to the specific language of this Order for all the requirements.

<u>Section</u>	<u>Action</u>	<u>Due Date</u>
3.2.1	Submit Corrective Action Schedule	90 days from effective date of Order
3.3.2	Submit Groundwater Interim Measures Workplan,	August 18, 2007
3.3.3	Notify DTSC orally of potential threats to human health	48 hours after discovery
3.3.3	Notify DTSC in writing of potential threats to human health	10 days after discovery
3.4.9	Offsite Sample Data Report	120 days from effective date of Order
3.4.11	Geographic Information System for SSFL data	180 days from effective date of Order
3.4.12	Phase 2 Groundwater Site Conceptual Model Workplan	June 15, 2007 (submitted)
3.4.12	Phase 3 Groundwater Site Conceptual Model Workplan	July 18, 2007 (submitted)
3.4.12	Site-Wide Groundwater RFI Workplan	January 15, 2008
3.4.12	CSM Technical Memo Update and Site Wide Geology Report	August 31, 2007
3.4.12	3-D Flow Model Tech Memorandum	November 1, 2007
3.4.12	Phase 2 NE Area Groundwater Characterization Technical Memorandum	February 1, 2008
3.4.13	Water Quality Sampling and Analyses Plan	120 days

3.7.1	Submit CMI Workplan	90 days from receipt of notification of DTSC selection of a corrective measure
4.1	Designate Project Coordinator and notify DTSC in writing	14 days from effective date of Order
4.4.1	Submit Progress Reports	Quarterly
4.5	Notify DTSC in writing of contractors to carry out terms of Order	14 days from effective date of Order or contract award
4.7.3	Notify DTSC when field work starts	7 days before each phase of field work

MODIFICATION

5. This Order may be modified by the mutual agreement of the parties. Any agreed modifications shall be in writing, shall be signed by all parties, shall have as their effective date the date on which they are signed by DTSC, and shall be deemed incorporated into this Order.

TERMINATION AND SATISFACTION

6. The provisions of this Order shall be deemed satisfied upon the execution by the parties of an Acknowledgment of Satisfaction (Acknowledgment). DTSC shall prepare the Acknowledgment for Respondents' signatories. The Acknowledgment shall specify that Respondents have demonstrated to the satisfaction of DTSC that the terms of this Order including payment of DTSC's costs have been satisfactorily completed. The Acknowledgment shall affirm Respondents' continuing obligation to preserve all records after the rest of the Order is satisfactorily completed.

EFFECTIVE DATE

7. The effective date of this Order shall be the date on which the Order is signed by DTSC.

NO THIRD PARTY BENEFICIARY

8. The Parties to this Order agree that there are no third party beneficiaries to any of the terms and conditions contained in, or rights and obligations arising out of, this Order.

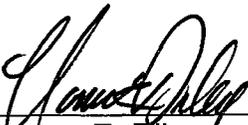
PREVIOUS ORDER SUPERSEDED

9. This Order shall supersede the Stipulated Enforcement Order issued to Rockwell International Corporation on November 12, 1992 by DTSC.

SIGNATORIES

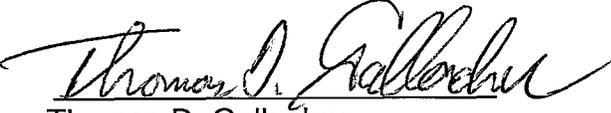
10. Each undersigned representative of the Parties to this Order certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to execute and legally bind the Parties to this Order.

DATE: Aug 16, 2007



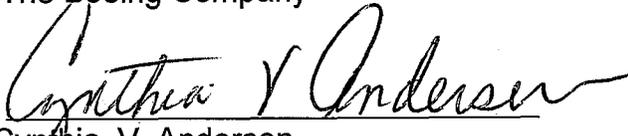
Norman E. Riley
SSFL Project Director
Department of Toxic Substances Control

DATE: 8/16/07



Thomas D. Gallacher
Director, Environment, Health & Safety
The Boeing Company

DATE: 8/16/07



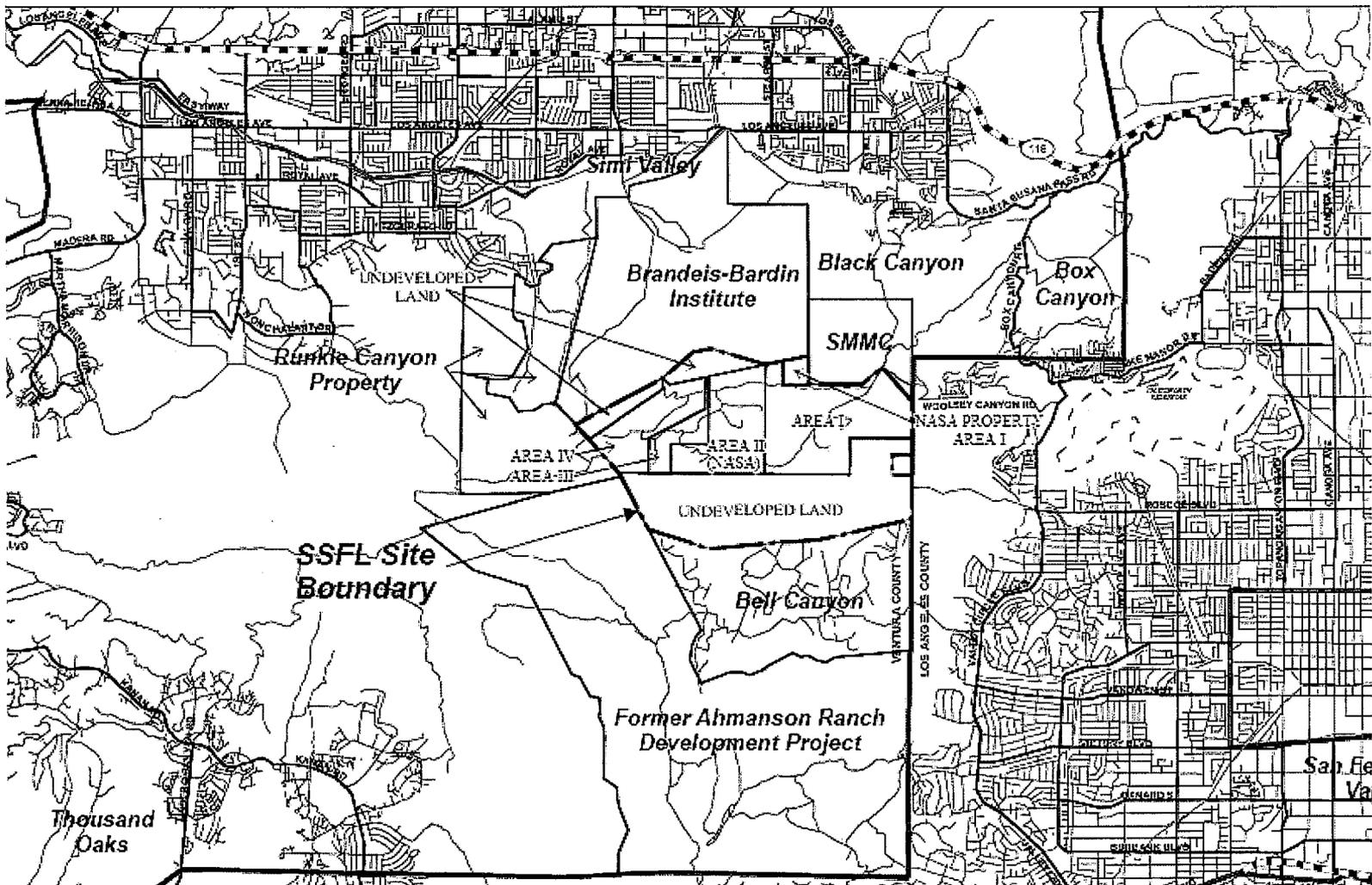
Cynthia V. Anderson
Director, Office of Site Support and Small Projects
U.S. Department of Energy

DATE: 8-10-2007



David A. King
Center Director
Marshall Space Flight Center
National Aeronautics and Space Administration

ATTACHMENT 1 Santa Susana Field Laboratory Regional Map



ATTACHMENT 2 – SSFL PERMITS AND INTERIM STATUS AUTHORIZATIONS

SSFL AREA	RCRA PERMIT	PERMIT TYPE	PERMITTED UNITS	OWNER / OPERATOR	STATUS	CURRENT ACTIVITY
I	Interim Status Document (CAD093365435)	T / S	Thermal Treatment Facility (TTF) OB/OD unit	Boeing	ISD & Facility Inactive, Undergoing Closure	Evaluating cleanup and Closure Plan
I & III	Post-Closure Hazardous Waste Facility Permit (CAD093365435)	T / S / D	5 surface impoundments - Advanced Propulsion Test Facility 1 (APTF-1) - Advanced Propulsion Test Facility 2 (APTF-2) - Systems Test Laboratory-IV 1 (STL-IV-1) - Systems Test Laboratory-IV 2 (STL-IV-2) - Engineering Chemistry Laboratory Pond	Boeing	Active Permit Effective Date: 05/11/1995 Expiration Date: 05/11/2005	Post-closure care of the surface impoundments. Operation and maintenance of the groundwater treatment facility.
II	Post-Closure Hazardous Waste Facility Permit (CA1800090010)	T / S / D	4 surface impoundments - Alfa Bravo Skim Pond (ABSP) - Storable Propellants Area Pond 1 (SPA-1) - Storable Propellants Area Pond 2 (SPA-2) - Delta Area Pond (Delta) 3 groundwater treatment facilities - Bravo air stripping towers - Delta	NASA / Boeing	Active Permit Effective Date: 05/11/1995 Expiration Date: 05/11/2005	Post-closure care of the surface impoundments. Operation and maintenance of the groundwater treatment facility.
II	Hazardous Waste Facility Permit (CA1800090010)	S	Hazardous Waste Container Storage Facility, and PCB Storage Area	NASA / Boeing	Clean Closed	Facility Certified Closed 09/30/1998
IV	Hazardous Waste Facility Permit (CAD000629972)	T / S	Hazardous Waste Management Unit (HWMF): - Building 133 (sodium treatment facility) - Building 29 (sodium storage facility)	DOE/ Boeing	Permit Active, Facility Inactive, Undergoing Closure Effective Date: 11/30/1993 Expiration Date: 11/30/2003	Closure Plan Approved.; work suspended until completion of EIS
IV	Interim Status Document (CA3890090001)	T / S	Radioactive Materials Handling Facility (RMHF): -Bldg 4022 Mixed Waste Storage -Bldg 4021 Mixed Waste Treatment -Bldg 4621 Mixed Waste Storage	DOE / Boeing	ISD Active	Processing Application for Full Permit

TYPE: T = treatment, S = storage, D = disposal
 OB/OD = Open Burn / Open Detonation
 ISD = Interim Status Document

Boeing = The Boeing Company,
 NASA = National Aeronautics and Space Administration
 DOE = U.S. Department of Energy

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ATTACHMENT 3
SSFL SURFACE IMPOUNDMENTS

Areas I & III

Advanced Propulsion Test Facility 1, (APTF-1)

Advanced Propulsion Test Facility 2, (APTF-2)

Systems Test Laboratory-IV 1, (STL-IV-1)

Systems Test Laboratory-IV 2, (STL-IV-2)

Engineering Chemistry Laboratory Pond, (ECL)

Area II

ALFA Bravo Skim Pond (ABSP)

Storable Propellants Area Pond 1 (SPA-1)

Storable Propellants Area Pond 2 (SPA-2)

Delta Area Pond (Delta).

ATTACHMENT 4
SOLID WASTE MANAGEMENT UNITS (SWMUs) and
AREAS OF CONCERNS (AOCs)

SWMU or AOC	Description	Responsible Party	Regulatory Jurisdiction	Current Regulatory Program	Current Status	Comments
AREA I						
4.1	B-1 Area	Boeing	DTSC	RCRA Corrective Action	RFI	Originally a UST site under VCEHD. DTSC assumed oversight of field sampling after 1999 site review.
4.2	Area I Landfill	Boeing	VCEHD/ RWQCB DTSC	RCRA Corrective Action	RFI	DTSC lead for characterization; site action and lead agency determination based on results.
4.3	Building 324 Instrument Lab, Hazardous Waste Tank	Boeing	DTSC	RCRA Corrective Action	RFI	
4.4	Building 301 Equipment Lab, TCA Unit and Used Product Tank	Boeing	DTSC	RCRA Corrective Action	RFI	
4.5	LOX Plant Waste Oil Sump and Clarifier	NASA	DTSC	RCRA Corrective Action	RFI	Accelerated cleanup performed during 1993 (removal of clarifier).
4.6	LOX Plant Asbestos and Drum Disposal Area	NASA	VCEHD/ VCAPCD DTSC	RCRA Corrective Action	RFI	Asbestos cleanup conducted in 1990 under oversight of VCEHD and VCAPCD; NFA required by VCEHD.
4.7	Component Test Laboratory III (CTL-III)	Boeing	DTSC	RCRA Corrective Action	RFI	

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SWMU or AOC	Description	Responsible Party	Regulatory Jurisdiction	Current Regulatory Program	Current Status	Comments
4.8	Area I Thermal Treatment Facility (TTF)	Boeing	DTSC	RCRA Part A Permit Interim Status	RFI Undergoing closure	Investigation Work Plan submitted to DTSC for review.
4.9	Advanced Propulsion Test Facility (APTF)	Boeing	DTSC	RCRA Corrective Action	RFI	
4.10	APTF Surface Impoundment-1 (APTF - 1)	Boeing	DTSC	PC Permit RCRA Corrective Action	Closed	Soil vapor sampling near impoundment performed during RFI (included in APTF site). Groundwater monitoring ongoing as specified in PC Permit (1995).
4.11	APTF Surface Impoundment-2 (APTF - 2)	Boeing	DTSC	PC Permit RCRA Corrective Action	Closed	Soil vapor sampling near impoundment performed during RFI (included in APTF site). Groundwater monitoring ongoing as specified in PC Permit (1995).
4.12	Laser Engineering Test Facility (LETF)/ Component Test Lab I (CTL-I)	Boeing	DTSC	RCRA Corrective Action	RFI	Site expanded to include CTL-I during RFI field program; accelerated cleanup performed in 1993 (fluoride).
4.13	LETF Pond	Boeing	DTSC	RCRA Corrective Action	Closed	Clean-closed by DHS 1984.
4.14	Canyon Test Area and Ponds	Boeing	DTSC	RCRA Corrective Action	RFI	
4.15	Bowl Test Area and Ponds	Boeing	DTSC	RCRA Corrective Action	RFI	
4.16	Area I Reservoir (R-1 Pond)	Boeing	DTSC	RCRA Corrective Action	RFI	Surface water discharge from ponds monitored under RWQCB jurisdiction at NPDES outfall locations.

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SWMU or AOC	Description	Responsible Party	Regulatory Jurisdiction	Current Regulatory Program	Current Status	Comments
4.17	Perimeter Pond	Boeing	DTSC	RCRA Corrective Action	RFI	Surface water discharge from ponds monitored under RWQCB jurisdiction at NPDES outfall locations.
4.18	Area I Air Stripping Towers (Canyon, Area I Road)	Boeing	DTSC VCAPCD	RCRA Part B Permit	Standby	Part of groundwater treatment system under jurisdiction of DTSC; currently inactive on standby. When operational, air discharges permitted by VCAPCD.
4.20	Former Rocketdyne Employee Shooting Range (Gun Club) ^(a)		NA	NA	NA	Included in RFA but property belongs to SMMC
4.19	Area I AOCs (combined and listed as a SWMU in RFA)	Boeing				
Area I – AOC	Happy Valley	Boeing	DTSC	RCRA Corrective Action	RFI	Interim measures (IM) performed in 1999 and 2003 (UXB 2002 and MWH 2004).
Area I – AOC	Component Test Laboratory V (CTL-V)	Boeing	DTSC	RCRA Corrective Action	RFI	New AOC added to RFI after DTSC site review.
Area I – AOC	APTF Above-ground Tanks	Boeing	DTSC	RCRA Corrective Action	RFI	Includes fuel, hydrazine, and ozonator ASTs at APTF site (SWMU 4.9). Ozonator tank exempt from RCRA.
Area I Leach Fields ^(b) (16):					Inactive	There are no active leach fields onsite; formerly under WDR issued by RWQCB.
Area I – AOC	Engine Test Facility, Building 312 Leach Field	Boeing	DTSC	RCRA Corrective Action	RFI	At B-1 Area site (SWMU 4.1).
Area I – AOC	Instrument Lab, Building 324 Leach Field	Boeing	DTSC	RCRA Corrective Action	RFI	At IEL site (SWMUs 4.3, 4.4, AOC).

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SWMU or AOC	Description	Responsible Party	Regulatory Jurisdiction	Current Regulatory Program	Current Status	Comments
Area I - AOC	Chemistry Lab, Building 300 Leach Field	Boeing	DTSC	RCRA Corrective Action	RFI	At IEL site (SWMUs 4.3, 4.4, AOC). Status of leach field will be addressed in RFI report.
Area I - AOC	Solid Propellants Building 359 Leach Field and Sump	Boeing	DTSC	RCRA Corrective Action	RFI	RFA listed leach field incorrectly as Building 259; co-located sump added to RFI in 1996. Both at Building 359 Area site (Area I AOC). IM Closure Plan submitted to DTSC for review.
Area I - AOC	Service Building 741 Leach Field	Boeing	DTSC	RCRA Corrective Action	RFI	At Building 359 Area site (Area I AOC).
Area I - AOC	Loading Building 376 Leach Field	Boeing	DTSC	RCRA Corrective Action	RFI	Building 376 is at Building 359 Area site (Area I AOC), but facility records indicate leach field did not exist.
Area I - AOC	Research Storage Yard, Building 423 Leach Field	Boeing	DTSC	RCRA Corrective Action	RFI	Combined with Building 317 leach field at LETF site (SWMU 4.12).
Area I - AOC	Canyon Control Center, Building 375 Leach Field	Boeing	DTSC	RCRA Corrective Action	RFI	Not listed in RFA, but included in CCR. Status of leach field will be addressed in RFI report.
Area I - AOC	Canyon Pretest, Building 382 Leach Field	Boeing	DTSC	RCRA Corrective Action	RFI	At Canyon site (SWMU 4.14).
Area I - AOC	LETF, Building 317 Leach Field	Boeing	DTSC	RCRA Corrective Action	RFI	At LETF site (SWMU 4.12); combined with Building 423 leach field.
Area I - AOC	CTL-I, Building 309 Leach Field	Boeing	DTSC	RCRA Corrective Action	RFI	At LETF/CTL-I site (SWMU 4.12).
Area I - AOC	Bowl Control Center, Building 900 Leach Field	Boeing	DTSC	RCRA Corrective Action	RFI	At Bowl site (SWMU 4.15).
Area I - AOC	Bowl Pretest, Building 901 Leach Field	Boeing	DTSC	RCRA Corrective Action	RFI	Incorrectly listed in RFA as Building 905 (office trailer), and in CCR as Building 906 (change room). Leach field at Bowl site (SWMU 4.15).

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SWMU or AOC	Description	Responsible Party	Regulatory Jurisdiction	Current Regulatory Program	Current Status	Comments
Area I - AOC	CTL-III Test, Buildings 411/ 413 Leach Field	Boeing	DTSC	RCRA Corrective Action	RFI	At CTL-III site (SWMU 4.7).
Area I - AOC	CTL-III Welding, Building 412 Leach Field	Boeing	DTSC	RCRA Corrective Action	RFI	At CTL-III site (SWMU 4.7).
Area I - AOC	CTL-V Workshop, Building 439/420 Leach Field	Boeing	DTSC	RCRA Corrective Action	RFI	At CTL-V site (Area I AOC).
Area I USTs ^(b) (2):						
Area I - AOC	Buildings 301/324 Gasoline USTs (UT-37/UT-38)	Boeing	DTSC	RCRA Corrective Action	RFI	Former gasoline USTs in parking lot west of B324 (at IEL, SWMUs 4.3/4.4). VCEHD jurisdiction of LUFT program; UT-37/UT-38 soil investigation oversight transferred to DTSC in 2000 (Beach 2000).
Area I - AOC	Building 301 Diesel UST (UT-44)	Boeing	VCEHD	LUFT	RFI (Closed)	Closed 1994. Former diesel UST located north of Building 301. Additional sampling requested by DTSC in area of tank for RFI at IEL site.
AREA II						
5.1	Area II Landfill	NASA	VCEHD/ RWQCB DTSC	RCRA Corrective Action	RFI	DTSC lead for characterization; site action and lead agency determination based on results.
5.2	ELV Final Assembly, Building 206	NASA	DTSC	RCRA Corrective Action	RFI	Site expanded during RFI field program to include area near Building 203.
5.3	Building 231 PCB Storage Facility	NASA	DTSC	Former RCRA Part A Permit	Closed	Closed 1998 by DTSC.
5.4	RD-9 Area Ultraviolet Light/ Hydrogen Peroxide (UV/H ₂ O ₂) Treatment System	NASA	DTSC	RCRA Part B Permit	Standby	Part of groundwater treatment system under jurisdiction of DTSC. Currently inactive on standby.

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SWMU or AOC	Description	Responsible Party	Regulatory Jurisdiction	Current Regulatory Program	Current Status	Comments
5.5	Building 204 Former Waste Oil UST (UT-50)	NASA	DTSC	RCRA Corrective Action	RFI	Former waste oil UST closed by VCEHD in 1991. DTSC requested additional assessment for RFI.
5.6	Former Area II Incinerator Ash Pile	NASA	DTSC	RCRA Corrective Action	RFI	Accelerated cleanup performed during 1993 (removal of ash pile).
5.7	Hazardous Waste Storage Area (HWSA) Waste Coolant Tank (WCT)	Boeing	DTSC	RCRA Corrective Action	RFI	Former tank used to store cutting oil.
5.8	HWSA Container Storage Area	Boeing NASA	DTSC	Former RCRA Part A Permit	Closed	Closed 1998 by DTSC.
5.9	Alfa Test Area	NASA	DTSC	RCRA Corrective Action	RFI	
5.10	Alfa Test Area Tanks	NASA	DTSC	RCRA Corrective Action	RFI	
5.11	Alfa Skim and Retention Ponds and Drainage	NASA	DTSC	RCRA Corrective Action	RFI	Previous sampling performed in channels for PC Permit.
5.12	Alfa/Bravo Skim Pond (ABSP)	NASA	DTSC	PC Permit	Closed	Soil vapor sampling near impoundment performed during RFI (included in Bravo site). Groundwater monitoring ongoing as specified in PC Permit (1995).
5.13	Bravo Test Area	NASA	DTSC	RCRA Corrective Action	RFI	
5.14	Bravo Test Stand Waste Tank	NASA	DTSC	RCRA Corrective Action	RFI	

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SWMU or AOC	Description	Responsible Party	Regulatory Jurisdiction	Current Regulatory Program	Current Status	Comments
5.15	Bravo Skim Pond and Drainage	NASA	DTSC	RCRA Corrective Action	RFI	Previous sampling performed in channels for PC Permit.
5.16	Storable Propellant Area Surface Impoundment-1 (SPA-1) and Drainage	NASA	DTSC	PC Permit	Closed	Soil vapor sampling near impoundment performed during RFI (included in SPA site); groundwater monitoring ongoing as specified in PC Permit (1995).
5.17	SPA Surface Impoundment-2 (SPA-2) and Drainage	NASA	DTSC	PC Permit	Closed	Soil vapor sampling near impoundment performed during RFI (included in SPA site); groundwater monitoring ongoing as specified in PC Permit (1995).
5.18	Coca Test Area	NASA	DTSC	RCRA Corrective Action	RFI	
5.19	Coca Skim Pond and Drainage	NASA	DTSC	RCRA Corrective Action	RFI	
5.20	Propellant Load Facility (PLF) Waste Tank	NASA	DTSC	RCRA Corrective Action	RFI	Tank never used.
5.21	PLF Ozonator Tank	NASA	DTSC	RCRA Corrective Action	RFI	Ozonator tank received RCRA variance from DTSC.
5.22	PLF Surface Impoundment	NASA	DTSC	RCRA Corrective Action	Closed	Closed by DHS in 1989.
5.23	Delta Test Area	NASA	DTSC	RCRA Corrective Action	RFI	
5.24	Delta Skim Pond and Drainage	NASA	DTSC	PC Permit	Closed	Soil vapor sampling near impoundment performed during RFI (included with Delta site); groundwater monitoring ongoing as specified in PC Permit (1995).

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SWMU or AOC	Description	Responsible Party	Regulatory Jurisdiction	Current Regulatory Program	Current Status	Comments
5.25	Purge Water Tank near Delta Treatment System	NASA	DTSC	RCRA Corrective Action	NFA	Polypropylene AST intermittently used since 1992 as temporary holding tank for groundwater to transfer to treatment system; DTSC did not request further investigation during 1999/2000 site review.
5.26	R-2A and R-2B Ponds and Drainage	NASA	DTSC	RCRA Corrective Action	RFI	Surface water discharge from ponds monitored under RWQCB jurisdiction at NPDES outfall locations.
5.27	Area II Air Stripping Towers (Delta and Bravo)	NASA	DTSC VCAPCD	RCRA Part B Permit	Operational	Part of groundwater treatment system under jurisdiction of DTSC; air discharges permitted by VCAPCD.
5.29	RD-51 Watershed (c)	(c)	(c)	(c)	(c)	
5.28	Area II AOCs (combined and listed as a SWMU in RFA)					
Area II – AOC	Building 515 Sewage Treatment Plant (STP) Area	NASA	RWQCB DTSC	NPDES Permit RCRA Corrective Action	Inactive RFI	When operational, discharges from sewage treatment plant under RWQCB jurisdiction (NPDES permit). Site includes Building 211 leach field (Area II AOC) and downslope area near RD-9 groundwater treatment system (SWMU 5.4).
Area II – AOC	Storable Propellant Area (SPA)	NASA	DTSC	RCRA Corrective Action	RFI	
Area II – AOC	Alfa/Bravo Fuel Farm (ABFF) and Stormwater Basin	NASA	RWQCB DTSC	SPCC RCRA Corrective Action	Operational RFI	Site added to RFI field program when soil impacts observed at fuel farm during underground pipeline removal.
Area II – AOC	Coca/Delta Fuel Farm (CDFF)	NASA	DTSC	RCRA Corrective Action	RFI	New AOC added to RFI after DTSC site review (Boeing 1997a).

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SWMU or AOC	Description	Responsible Party	Regulatory Jurisdiction	Current Regulatory Program	Current Status	Comments
Area II – AOC	Drainage Pipes Under ABSP	NASA	DTSC	PC Permit	Closed	Soil vapor sampling near impoundment drainage performed during RFI (included in Bravo site); groundwater monitoring ongoing as specified in PC Permit (1995).
Area II Leach Fields ^(b) (10):					Inactive	There are no active leach fields onsite; formerly under WDR Permit issued by RWQCB.
Area II – AOC	Area II Service Area, Building 211	NASA	DTSC	RCRA Corrective Action	RFI	Included with Building 515 STP site (Area II AOC).
Area II – AOC	Alfa Control Ctr, Building 208	NASA	DTSC	RCRA Corrective Action	RFI	At Alfa site (SWMUs 5.9/10/11).
Area II – AOC	Alfa Pretest, Building 212	NASA	DTSC	RCRA Corrective Action	RFI	North of Alfa site (SWMUs 5.9/10/11).
Area II – AOC	Bravo Pretest, Building 217	NASA	DTSC	RCRA Corrective Action	RFI	At Bravo site (SWMUs 5.13/14/15).
Area II – AOC	Bravo Recording Ctr, Building 213	NASA	DTSC	RCRA Corrective Action	RFI	At Bravo site (SWMUs 5.13/14/15).
Area II – AOC	Coca Pretest, Building 222	NASA	DTSC	RCRA Corrective Action	RFI	At Coca site (SWMUs 5.18/19).
Area II – AOC	Coca Upper Pretest, Building 234	NASA	DTSC	RCRA Corrective Action	RFI	At Coca site (SWMUs 5.18/19). Not listed in RFA but included in CCR.
Area II – AOC	Coca Control Ctr, Building 218	NASA	DTSC	RCRA Corrective Action	RFI	At Coca site (SWMUs 5.18/19). Listed incorrectly as Building 216 in RFA.
Area II – AOC	Delta Control Ctr, Building 224	NASA	DTSC	RCRA Corrective Action	RFI	At PLF site (SWMU 5.20/21/22).
Area II – AOC	Delta Pretest, Building 223	NASA	DTSC	RCRA Corrective Action	RFI	At Delta site (SWMU 5.23).
Area II USTs ^(b) (4 Sites)						

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SWMU or AOC	Description	Responsible Party	Regulatory Jurisdiction	Current Regulatory Program	Current Status	Comments
Area II – AOC	Building 207 Diesel UST (UT-53)	NASA	VCEHD	LUFT	Closed	Closed 1996. Former diesel UST on north side of Building 207.
Area II – AOC	UST across from Alfa/Bravo Fuel Farm (ABFF) (UT-52)	NASA	VCEHD	LUFT	Closed	Closed 1994. Former gasoline UST north of ABFF site (Area II AOC) along road.
Area II – AOC	Building 206 Diesel UST (UT-51)	NASA	VCEHD	LUFT	Closed	Closed 1996. Former diesel UST east of Building 206 (ELV site, SWMU 5.2).
Area II – AOC	Two Underground Tanks at Plant Services (UT-48 and UT-49)	NASA	VCEHD	LUFT	RFI (Tanks closed)	UT-48 closed 1996; former fuel oil UST located on east side of Building 204. UT-49 closed by VCEHD 1991; former gasoline UST located on south side of Building 204. Additional soil sampling requested by DTSC in area for Building 204 site.
AREA III						
6.1	Engineering Chemistry Laboratory (ECL) Building 270, Waste Tank, and Container Storage Area	Boeing	DTSC	RCRA Corrective Action	RFI	
6.2	ECL Pond and Suspect Water Pond	Boeing	DTSC	PC Permit RCRA Corrective Action	ECL Pond - Closed Suspect Pond - RFI	Soil vapor sampling near ECL Pond during RFI (included in ECL site); groundwater monitoring and remediation ongoing as specified in PC Permit (1995).
6.3	ECL Collection Tank	Boeing	DTSC	RCRA Corrective Action	RFI	Formerly used as groundwater transfer tanks under DTSC jurisdiction; secondary containment installed; no documented releases.

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SWMU or AOC	Description	Responsible Party	Regulatory Jurisdiction	Current Regulatory Program	Current Status	Comments
6.4	Building 418 Compound A Facility	Boeing	DTSC	RCRA Corrective Action	RFI	
6.5	Systems Test Laboratory IV (STL-IV) Test Area and Ozonator Tank	Boeing	DTSC	RCRA Corrective Action	RFI	Ozonator tank exempt from RCRA.
6.6	STL-IV-1 Impoundment and Drainage	Boeing	DTSC	PC Permit	Closed	Soil vapor sampling near impoundment during RFI (included in STL-IV site); groundwater monitoring ongoing as specified in PC Permit (1995).
6.7	STL-IV-2 Impoundment and Drainage	Boeing	DTSC	PC Permit	Closed	Soil vapor sampling near impoundment during RFI (included in STL-IV site); groundwater monitoring ongoing as specified in PC Permit (1995).
6.8	Silvernale Reservoir and Drainage	Boeing	DTSC	RCRA Corrective Action	RFI	Surface water discharge from ponds monitored under RWQCB jurisdiction at NPDES outfall locations.
6.9	Environmental Effects Laboratory (EEL)	Boeing	DTSC	RCRA Corrective Action	RFI	Accelerated cleanup performed in 1993 (limited TPH excavation).
6.10	STL-IV Groundwater Treatment System	Boeing	DTSC VCAPCD	RCRA Part B Permit	Operational	Part of groundwater treatment system under jurisdiction of DTSC; air discharges permitted by VCAPCD.
6.11	Area III AOCs (combined and listed as a SWMU in RFA)					

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SWMU or AOC	Description	Responsible Party	Regulatory Jurisdiction	Current Regulatory Program	Current Status	Comments
Area III – AOC	Building 260 ECL Runoff Tanks	Boeing	DTSC	RCRA Corrective Action	RFI	Aboveground tanks removed, area near tanks included in ECL site (SWMU 6.1).
Area III – AOC	Area III Sewage Treatment Plant (STP) Pond	Boeing	RWQCB DTSC	NPDES Permit RCRA Corrective Action	Inactive RFI	When operational, discharges from STP under RWQCB jurisdiction (NPDES permit). Catchment pond added to RFI field program during 1999/2000 DTSC site review.
Area III Leach Fields ^(b) (2):					Inactive	There are no active leach fields onsite; formerly under WDR Permit issued by RWQCB.
Area III – AOC	ECL, Building 270	Boeing	DTSC	RCRA Corrective Action	RFI	At ECL site (SWMUs 6.1/6.3).
Area III – AOC	SSET F Area, Buildings 253/254	Boeing	DTSC	RCRA Corrective Action	RFI	At STL-IV site (SWMU 6.5); listed incorrectly in RFA as located in Area IV.
AREA IV						
7.1	Building 056 Landfill	DOE	DTSC	RCRA Corrective Action	RFI	
7.2	Building 133 Hazardous Waste Management Facility	DOE	DTSC	RCRA Part B Permit	Inactive	Closure plan approved. Work suspended until completion of EIS
7.3	Building 886 Former Sodium Disposal Facility (FSDF)	DOE	DTSC	RCRA Corrective Action	RFI	Interim measures completed in 2000 (IT 2002).
7.4	Old Conservation Yard (OCY) Container Storage Area and Fuel Tanks	DOE	DTSC	RCRA Corrective Action	RFI	

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SWMU or AOC	Description	Responsible Party	Regulatory Jurisdiction	Current Regulatory Program	Current Status	Comments
7.5	Building 100 Trench	DOE	DTSC	RCRA Corrective Action	RFI	
7.6	Radioactive Materials Handling Facility (RMHF)	DOE	DOE/DHS DTSC	Part A Permit Interim Status	Operational	Site under DTSC/DOE jurisdiction; Part A permit administered by DTSC. Closure plan in preparation.
7.7	Building 020	DOE	DTSC	RCRA Corrective Action	RFI	Site investigation pending.
7.8	New Conservation Yard	Boeing	DTSC	RCRA Corrective Action	RFI	
7.9	ESADA Chemical Storage Yard	Boeing	DTSC	RCRA Corrective Action	RFI	
7.10	Building 005 Coal Gasification Process Development Unit (PDU)	Boeing	DTSC	RCRA Corrective Action	RFI	
7.11	Building 029 Reactive Metal Storage Yard	DOE	DTSC	RCRA Part B Permit	Operational	Closure plan submitted to DTSC.
7.12	Area IV AOCs (combined and listed as a SWMU in RFA)					
Area IV - AOC	Building 059 Former SNAP Reactor Facility	DOE	DOE/DHS DTSC	DOE Closure RCRA Corrective Action	RFI	Under DHS/DOE jurisdiction; demolition, final status surveys and DHS verification surveys completed; pending unrestricted release. Groundwater monitoring ongoing.

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SWMU or AOC	Description	Responsible Party	Regulatory Jurisdiction	Current Regulatory Program	Current Status	Comments
Area IV-AOC	Southeast Drum Storage Yard	Boeing	DTSC	RCRA Corrective Action	RFI	
Area IV-AOC	Sodium Reactor Experiment (SRE) Complex Area	Boeing	DTSC	RCRA Corrective Action	RFI	New AOC added to RFI after DTSC site review (DTSC 1998).
Area IV-AOC	Building 065 Metals Laboratory Clarifier	DOE	DTSC	RCRA Corrective Action	RFI	New AOC added after DTSC site review in 1999/2000.
Area IV-AOC	Building 457 Hazardous Materials Storage Area (HMSA)	DOE	DTSC	RCRA Corrective Action	RFI	New AOC added after DTSC site review in 1999/2000.
Area IV-AOC	Area IV Pond Dredge Area	Boeing	DTSC	RCRA Corrective Action	RFI	New AOC added after DTSC site review in 1999/2000.
Area IV Leach Fields (15):					Inactive	There are no active leach fields onsite; formerly under WDR issued by RWQCB.
Area IV – AOC	AI-Z1, Building 003	Boeing	DTSC	RCRA Corrective Action	RFI (re-moved)	At SRE site (Area IV AOC).
Area IV – AOC	AI-Z2, Building 064	DOE	DTSC	RCRA Corrective Action	RFI (re-moved)	Included in DOE leach fields RFI site (Area IV COC). Incorrectly listed as Building 014 in RFA.
Area IV – AOC	AI-Z3, Building 030	DOE	DTSC	RCRA Corrective Action	RFI (re-moved)	Included in DOE leach fields RFI site (Area IV AOC). Status of leach field will be addressed in RFI report.
Area IV – AOC	AI-Z4, Building 093	DOE	DTSC	RCRA Corrective Action	RFI (re-moved)	Incorrectly listed as Building 003 in RFA. Part of DOE leach fields RFI site.

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SWMU or AOC	Description	Responsible Party	Regulatory Jurisdiction	Current Regulatory Program	Current Status	Comments
Area IV – AOC	AI-Z5, Building 021	DOE	DTSC	Pending	Pending	Regulatory assignment pending review and approval of RMHF (SWMU 7.6) closure plan (Part A Permit).
Area IV – AOC	AI-Z6, Building 028	DOE	DTSC	RCRA Corrective Action	NFA (not present)	Not located during CCR investigation- facility records confirm the building never had a leach field. DTSC did not require further investigation during 1999/2000 site review.
Area IV – AOC	AI-Z7, Building 010/012	DOE	DTSC	RCRA Corrective Action	RFI (removed)	Not located during CCR or RFI. Included in DOE leach fields RFI site (Area IV AOC). Incorrectly listed as Building 012 in RFA and CCR.
Area IV – AOC	AI-Z8, Building 005/006	Boeing	DTSC	RCRA Corrective Action	RFI (removed)	At PDU RFI site (SWMU 7.10).
Area IV – AOC	AI-Z10, Building 383	DOE	DTSC	RCRA Corrective Action	RFI (removed)	Incorrectly listed as Building 483 in RFA. Included in DOE leach fields RFI site (Area IV AOC).
Area IV – AOC	AI-Z11, Building 009	DOE	DTSC	RCRA Corrective Action	RFI (removed)	Included in DOE leach fields RFI site (Area IV AOC).
Area IV – AOC	AI-Z12, Building 020	DOE	DTSC	RCRA Corrective Action	RFI (removed)	At RIHL RFI site (SWMU 7.7).
Area IV – AOC	AI-Z13, Building 373	DOE	DTSC	RCRA Corrective Action	RFI (removed)	Included in DOE leach fields RFI site (Area IV AOC).
Area IV – AOC	AI-Z14, Building 363	DOE	DTSC	RCRA Corrective Action	RFI (removed)	Included in DOE leach fields RFI site (Area IV AOC).
Area IV – AOC	AI-Z15, Building 353	DOE	DTSC	RCRA Corrective Action	RFI (removed)	Included in DOE leach fields RFI site (Area IV AOC).

SWMU or AOC	Description	Responsible Party	Regulatory Jurisdiction	Current Regulatory Program	Current Status	Comments
Area IV-AOC	Building 008 Warehouse	Boeing	DTSC	RCRA Corrective Action	RFI (not present)	Building 008 incorrectly listed in RFA as Area I leach field. Included as Boeing Area IV Leach Field RFI site.
Area IV-AOC	Building 011 Leach Field	Boeing	DTSC	RCRA Corrective Action	RFI (re-moved)	Leach field (AI-Z9) identified during investigation. Included as Boeing Area IV Leach Field RFI site.
7.13	SRE Watershed ^(c)	(c)	(c)	(c)	(c)	

Notes: All SWMUs and AOCs (except those added by DTSC during the field program) are described in the RFA Report (SAIC 1994) and CCR (ICF 1993). Site descriptions for all SWMUs/AOCs added during RFI are further described in the RFI WPAAs (Ogden 2000b) and this document.

See Acronym List for acronym definitions

- (a) The former Rocketdyne Employee Shooting Range is an offsite location and is owned by SMMC. It is included in this table because it was listed in the RFA.
- (b) Individual leach fields and USTs located in Areas I, II, and III are all associated with existing SWMUs and/or AOCs, and are being evaluated as part of those sites. Individual Area IV leach fields located outside of other RFI sites have been grouped as RFI sites by owner. Nine of these are being evaluated as a single AOC (DOE Leach Fields RFI site), and two are being evaluated as a separate AOC (Boeing Leach Field RFI site). Of the remaining five leach field sites in Area IV, four are being evaluated with associated RFI sites, and one is pending approval of a RCRA closure plan. Please note that this table reflects corrections to site identification errors in the RFA (e.g., Building 008 listed as an Area I leach field in the RFA, but it is an Area IV warehouse).
- (c) The RD-51 and SRE watersheds were identified as SWMUs in the RFA (SAIC 1994) based on radiologic sample data collected during initial sampling in 1993 (McLaren Hart 1993). Subsequent resampling of these areas did not detect or confirm initial data (McLaren Hart 1995).

**ATTACHMENT 5
RFI SITES**

RFI Site SWMU Number or AOC and Name	Sampling Plan Reference
AREA I	
B-1 Area 4.1 B-1 Area AOC Building 312 Leach Field	DTSC site review 1999/2000
Area I Landfill 4.2 Area I Landfill	Area I & II Landfills Work Plan (MWH 2003e)
Instrument and Equipment Laboratories (IEL) 4.3 Building 324 Instrument Lab, Hazardous Waste Tank 4.4 Building 301 Equipment Lab, TCA Unit and Used Product Tank AOC Buildings 301/324 Gasoline USTs (UT-37/UT-38) AOC Building 301 Diesel UST (UT-44) AOC Building 300 Leach Field AOC Building 324 Leach Field	WPA (Ogden 1996) DTSC site review 1999/2000
Liquid Oxygen (LOX) Plant 4.5 LOX Plant Waste Oil Sump and Clarifier 4.6 LOX Plant Asbestos and Drum Disposal Area	WPA (Ogden 1996) DTSC site review 1999/2000
Component Test Laboratory III (CTL-III) 4.7 CTL-III AOC Building 413 Leach Field AOC Building 412 Leach Field	WPA (Ogden 1996) DTSC site review 1999/2000
Advanced Propulsion Test Facility (APTF) 4.9 Advanced Propulsion Test Facility AOC APTF Aboveground Tanks	WPA (Ogden 1996)
LETF/CTL-I 4.12 Laser Engineering Test Facility (LETF)/ Component Test Laboratory I (CTL-I) AOC Building 309 Leach Field AOC Building 317 Leach Field AOC Building 423 Leach Field	WPA (Ogden 1996) DTSC site review 1999/2000
Canyon Area 4.14 Canyon Area AOC Building 375 Leach Field AOC Building 382 Leach Field	WPA (Ogden 1996) DTSC site review 1999/2000
Bowl Area 4.15 Bowl Area AOC Building 900 Leach Field AOC Building 901 Leach Field	WPA (Ogden 1996) DTSC site review 1999/2000
R-1 Pond 4.16 Area I Reservoir (R-1 Pond)	WPA (Ogden 1996)

Perimeter Pond 4.17 Perimeter Pond	Identified in WPA DTSC site review 1999/2000
Building 359 Area AOC Building 359 Leach Field/Sump AOC Building 376 Leach Field AOC Building 741 Leach Field	WPA (Ogden 1996) DTSC site review 1999/2000
Happy Valley AOC Happy Valley	WPA (Ogden 1996)
Component Test Laboratory V (CTL-V) AOC CTL-V AOC Building 439 Leach Field	Letter Work Plan (Boeing 1997); Building 439 Leach Field identified in RFA
AREA II	
Area II Landfill 5.1 Area II Landfill	Area I & II Landfills Work Plan (MWH 2003e)
Expendable Launch Vehicle (ELV) 5.2 ELV Final Assembly, Building 206	WPA (Ogden 1996)
Building 204 USTs 5.5 Building 204 Former Waste Oil UST (UT-50) AOC Underground Tanks at Plant Services (UT-48 and UT-49)	WPA (Ogden 1996)
Former Area II Incinerator Ash Pile 5.6 Former Area II Incinerator Ash Pile	WPA (Ogden 1996)
Hazardous Waste Storage Area (HWSA) Waste Coolant Tank (WCT) 5.7 Hazardous Waste Storage Area Waste Coolant Tank	WPAA (Ogden 2000b)

AREA II (Cont'd)	
Alfa Area 5.9 Alfa Test Area 5.10 Alfa Test Area Tanks 5.11 Alfa Skim and Retention Ponds and Drainage AOC Building 208 Leach Field AOC Building 212 Leach Field	WPA (Ogden 1996) DTSC site review 1999/2000
Bravo Area 5.13 Bravo Test Area 5.14 Bravo Test Stand Waste Tank 5.15 Bravo Skim Pond and Drainage AOC Building 213 Leach Field AOC Building 217 Leach Field	WPA (Ogden 1996) DTSC site review 1999/2000
Coca Area 5.18 Coca Test Area 5.19 Coca Skim Pond and Drainage AOC Building 222 Leach Field	WPA (Ogden 1996) DTSC site review 1999/2000

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AOC Building 234 Leach Field AOC Building 218 Leach Field		
Propellant Load Facility (PLF) 5.20 PLF Waste Tank 5.21 PLF Ozonator Tank 5.22 PLF Surface Impoundment (Closed) AOC Building 224 Leach Field		Identified in WPA DTSC site review 1999/2000
Delta Area 5.23 Delta Test Area AOC Building 223 Leach Field		WPA (Ogden 1996) DTSC site review 1999/2000
R-2 Ponds 5.26 R-2A and R-2B Ponds and Drainage		Identified in WPA DTSC site review 1999/2000
Building 515 Sewage Treatment Plant (STP) AOC Building 515 STP Area AOC Building 211 Leach Field		WPA (Ogden 1996) DTSC site review 1999/2000
Alfa/Bravo Fuel Farm (ABFF) AOC ABFF and Stormwater Basin		DTSC site review 1997
Coca/Delta Fuel Farm (CDFS) AOC CDFS		Letter Work Plan (Boeing 1997)
Storable Propellant Area (SPA) AOC SPA		WPA (Ogden 1996)
AREA III		
Engineering Chemistry Laboratory (ECL) Area 6.1 ECL Building 270, Waste Tank, and Container Storage Area 6.2 ECL Suspect Water Pond 6.3 ECL Collection Tank AOC Building 260 ECL Runoff Tanks AOC Building 270 Leach Field		WPA (Ogden 1996) DTSC site review 1999/2000
Compound A Facility 6.4 Building 418 Compound A Facility		WPA (Ogden 1996)
Systems Test Laboratory IV (STL-IV) 6.5 STL-IV Test Area and Ozonator Tank AOC Buildings 253/254 Leach Field		WPA (Ogden 1996) DTSC site review 1999/2000
Silvernale Reservoir 6.8 Silvernale Reservoir and Drainage		WPA (Ogden 1996)
Environmental Effects Laboratory (EEL) 6.9 EEL		WPA (Ogden 1996)
Sewage Treatment Plant (STP) Pond AOC Sewage Treatment Plant (STP) Pond		DTSC site review 1999/2000
AREA IV		
Building 56 Landfill		WPA (Ogden 1996)

7.1 Building 56 Landfill		B56 Landfill WP
Former Sodium Disposal Facility (FSDF) 7.3 Building 886 FSDF		Identified in WPA DTSC site review 1999/2000
Old Conservation Yard (OCY) 7.4 OCY Container Storage Area and Fuel Tanks		WPA (Ogden 1996)
RFI Site SWMU Number or AOC and Name		Sampling Plan Reference
AREA IV (Cont'd)		
Building 100 Trench 7.5 Building 100 Trench		DTSC site review 1999/2000
Hot Laboratory (HL) 7.7 HL, Building 20 AOC Building 20 Leach Field		WPA (Ogden 1996) (revised in WPAA)
New Conservation Yard (NCY) 7.8 NCY		WPA (Ogden 1996)
Empire State Atomic Development Authority (ESADA) 7.9 ESADA Chemical Storage Yard		Identified in WPA DTSC site review 1999/2000
Coal Gasification Process Development Unit (PDU) 7.10 Building 005 Coal Gasification PDU AOC Buildings 005/006 Leach Field		Identified in WPA DTSC site review 1999/2000
Sodium Reactor Experiment (SRE) Area AOC SRE AOC Building 003 Leach Field		Letter Work Plan (Boeing 1997)
Southeast Drum (SE Drum) Storage Yard AOC SE Drum Storage Yard		DTSC site review 1999/2000
Pond Dredge Area AOC Pond Dredge Area		WPAA (Ogden 2000b)
Boeing Area IV Leach Fields AOC Building 011 Leach Field AOC Building 008 Warehouse		DTSC site review 1999/2000
Systems for Nuclear Auxiliary Power (SNAP) Facility AOC Building 59, SNAP Facility		WPAA (Ogden 2000b)
Building 65 Metals Laboratory Clarifier AOC Building 65, Metals Laboratory Clarifier		WPAA (Ogden 2000b)
Hazardous Materials Storage Area (HMSA) AOC Building 457, Former HMSA		WPAA (Ogden 2000b)
DOE Leach Fields AOC Building 009 Leach Field AOC Building 010 Leach Field AOC Building 030 Leach Field		DTSC site review 1999/2000

AOC Building 064 Leach Field		
AOC Building 093 Leach Field		
AOC Building 353 Leach Field		
AOC Building 363 Leach Field		
AOC Building 373 Leach Field		
AOC Building 383 Leach Field		

Summary by Document

Document	Total		Proposed for Sampling	
	SWMUs/AOCs	RFI Sites	SWMUs/AOCs	RFI Sites
WPA (1996)	64	34	40	27
WPAA (2000)	6	5	7	6
DTSC Site Reviews (1997/1998)	29	7	52	13
Area I/II Landfill WP (2003)	2	2	2	2
Letter WPs (1997/1998)	5	3	5	3
Totals	106	51	106	51

Notes:

1. Sampling plans included in referenced document or as directed during field investigation by DTSC.
2. Because of proximity, Buildings 011 and 008 will be reported together as one RFI site.
3. Only SWMUs and AOCs considered part of each RFI site are listed. No RCRA permitted units or closed USTs are shown, with the exception of tanks for which DTSC has requested additional characterization. All SWMUs and AOCs included in the RFI are listed here and designated in Table 1-3 by "RFI" under "Current Status."
4. Leach Field AOCs originally introduced in the RFA (SAIC 1994).

See Acronym List for acronym definitions

ATTACHMENT 6
LIST OF SURFICIAL OU AND CHATSWORTH FORMATION OU EXPOSURE PATHWAYS

NEAR SURFACE EXPOSURE PATHWAYS AND SOURCE MEDIA	GROUNDWATER EXPOSURE PATHWAYS AND SOURCE MEDIA
Direct Contact <ul style="list-style-type: none"> • Soil • Sediment • Weathered bedrock • Surface water (secondary medium) • Near-surface groundwater (showering) • Near-surface groundwater (seep/spring) 	Direct Contact <ul style="list-style-type: none"> • Chatsworth formation groundwater (showering) • Chatsworth formation groundwater (seep/spring)
Vapor or Dust Inhalation ^(a) <ul style="list-style-type: none"> • Soil • Near-surface groundwater 	Vapor Inhalation ^(a) <ul style="list-style-type: none"> • Chatsworth formation groundwater • Chatsworth formation unweathered bedrock
Ingestion <ul style="list-style-type: none"> • Soil • Sediment • Weathered bedrock • Surface water • Near-surface groundwater (well drinking water) • Near-surface groundwater (spring/seep) • Plant uptake and vegetation (home garden) 	Ingestion <ul style="list-style-type: none"> • Chatsworth formation groundwater (well drinking water) • Chatsworth formation groundwater (seep/spring)
MIGRATION PATHWAYS SURFICIAL OU → CFOU	MIGRATION PATHWAYS CFOU → SURFICIAL OU
<ul style="list-style-type: none"> • Mass transport of chemicals in primary surficial media (soil, sediment, weathered bedrock, and near-surface groundwater) and secondary media (surface water) down to the Chatsworth formation 	<ul style="list-style-type: none"> • Vapor migration of volatile chemicals from unweathered bedrock or Chatsworth formation groundwater up to the surface • Mass transport of chemicals in Chatsworth formation groundwater to the surface as spring or seep water, or into the weathered bedrock as near-surface groundwater

Note:

(a) Includes inhalation of ambient vapor as well as intrusion into buildings

ATTACHMENT 7

SSFL HAZARDOUS WASTE CONSTITUENTS OF CONCERN ASSOCIATED WITH ROCKET TESTING

The hazardous waste and hazardous waste constituents of concern at the SSFL associated with rocket engine testing include:

Liquid rocket test fuels - RP-1 (high-grade kerosene), JP-4 (a type of jet fuel) monomethyl hydrazine, hydrazine, derivatives, and liquid hydrogen, as well as various by-product of the combustion of these materials,

Oxidizers - liquid oxygen and nitrogen tetroxide, and various fluorine compounds and inhibited red fuming nitric acid,

Solvents - trichloroethylene, the primary solvent used at SSFL, used to clean engine components before and after testing,

The hazardous waste and hazardous waste constituents of concern at the SSFL associated with other research and development activities include the following:

Halogenated solvents - 1,1,1-trichloroethane, tetrachloroethylene, 1,1-dichloroethane, and chlorofluorocarbons,

Caustic solutions - potassium hydroxide and sodium hydroxide,

Reactive metals - sodium and other reactive metals,

"Green Liquor" wastewater - generated from coal gasification operations, containing organics, sulfur compounds, and ash,

Energetic materials - perchlorate, glycidyl azide polymer, hexahydro-1,3,4-trinitro-1,3,5-triazine (RDX), octahydro-1,3,5,7-tetranitro-1,2,5,7-tetrazocine (HMX), and other ordnance compounds,

Polychlorinated biphenyls (PCBs) - transformers and

Various chemicals - used in laboratory operations, such as solvents, acids, and bases

Laboratory wastes - from cleaning laboratory instruments, such as waste solvents, acids and bases

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Waste oil - sumps and clarifiers,

Construction debris - including concrete, wood, metal and asbestos,

Incinerator ash - dioxin and metals,
sewage - from onsite sewage treatment plants

Radioactive wastes - materials, and fuels - Area IV only; radioactive mixed wastes are not regulated under RCRA and are being evaluated by DOE under a separate program at the Facility

Biocides - cooling tower, water treatment chemicals which include copper and chromium compounds.

ATTACHMENT 8
CHEMICAL OF CONCERN
FROM POST CLOSURE PERMITS
SSFL

Acetone
CarbonTetrachloride
Methylene Chloride
Chloroform
Flouride
Freon 11
Freon 113
Formaldehyde
Ammonia
Nitrate
Methyl Ethyl Ketone
Benzene
Toluene
Xylenes
Ethylbenzene
PCE
TCE
Cis-1,2-DCE
Trans-1,2-DCE
1,1-DCE
Vinyl Chloride
1,1,1-TCA
1,1,2-TCA
1,2-DCA
1,1-DCA
1,4-dioxane
N-nitosodimethylamine
Nitrobenzene

ATTACHMENT 9
LIST OF CHEMICALS IDENTIFIED IN GROUNDWATER AT SSFL

1,1,1-trichloroethane
1,1,2-trichloroethane
1,2-dichloroethane
1,1-dichloroethane
chloroethane
1,4-dioxane

tetrachloroethylene
trichloroethylene
cis-1,2-dichloroethylene
trans-1,2-dichloroethylene
1,1-dichloroethylene
vinyl chloride

n-nitrosodimethylamine
1,2,3-trichloropropane
1,3-dinitrobenzene
nitrobenzene
nitrate
perchlorate
petroleum hydrocarbons (various ranges)
benzene
ethylbenzene
~~m-, p-, and o-xylenes~~
toluene
acetone
ammonia as nitrogen
fluoride

carbon tetrachloride
methylene chloride
chloroform
chloromethane

trichlorotrifluoroethane (Freon 113)
trichlorofluoromethane (Freon 11)
dichlorodifluoromethane (Freon 12)

poly-chlorinated di-benzo dioxins/furans
formaldehyde

cadmium
chromium
copper
lead
manganese
nickel
silver
thallium
zinc

ATTACHMENT 10
 INTERIM MEASURES COMPLETED

DATE	NAME	ACTION
1999-2000	Happy Valley Interim Measure	Over 1,600 cubic yards of soil and debris were removed from drainage containing metals/perchlorate and geophysical surveys in support of ordnance investigation
2000	Former Sodium Disposal Facility (FSDF)	Over 20,000 cubic yards of material were excavated to remove elevated concentrations of dioxins, PCBs, and mercury.
2003 - 2004	Happy Valley Interim Measures	Approximately 8,500 cubic yards of perchlorate impacted soils and surficial weathered bedrock excavated during removal action primarily from the southern Happy Valley Drainage area. Approximately 8,000 cubic yards are undergoing biotreatment of perchlorate.
2004	Building 203 Interim Cleanup Measure	Interim measures were performed north of Building 203 to remove mercury-impacted soils to prevent migration of mercury in soil downslope. Approximately 3,000 cubic yards of soil and bedrock that contained mercury were excavated.

ATTACHMENT 11
RFI GROUP AREA REPORTS FOR SSFL

RFI Group Report Area

Group 4 - NASA

Group 1A - Boeing

Group 8 - Boeing & DOE

Group 2 - NASA

Group 3 - NASA & Boeing

Group 1B - Boeing

Group 5 - Boeing & DOE

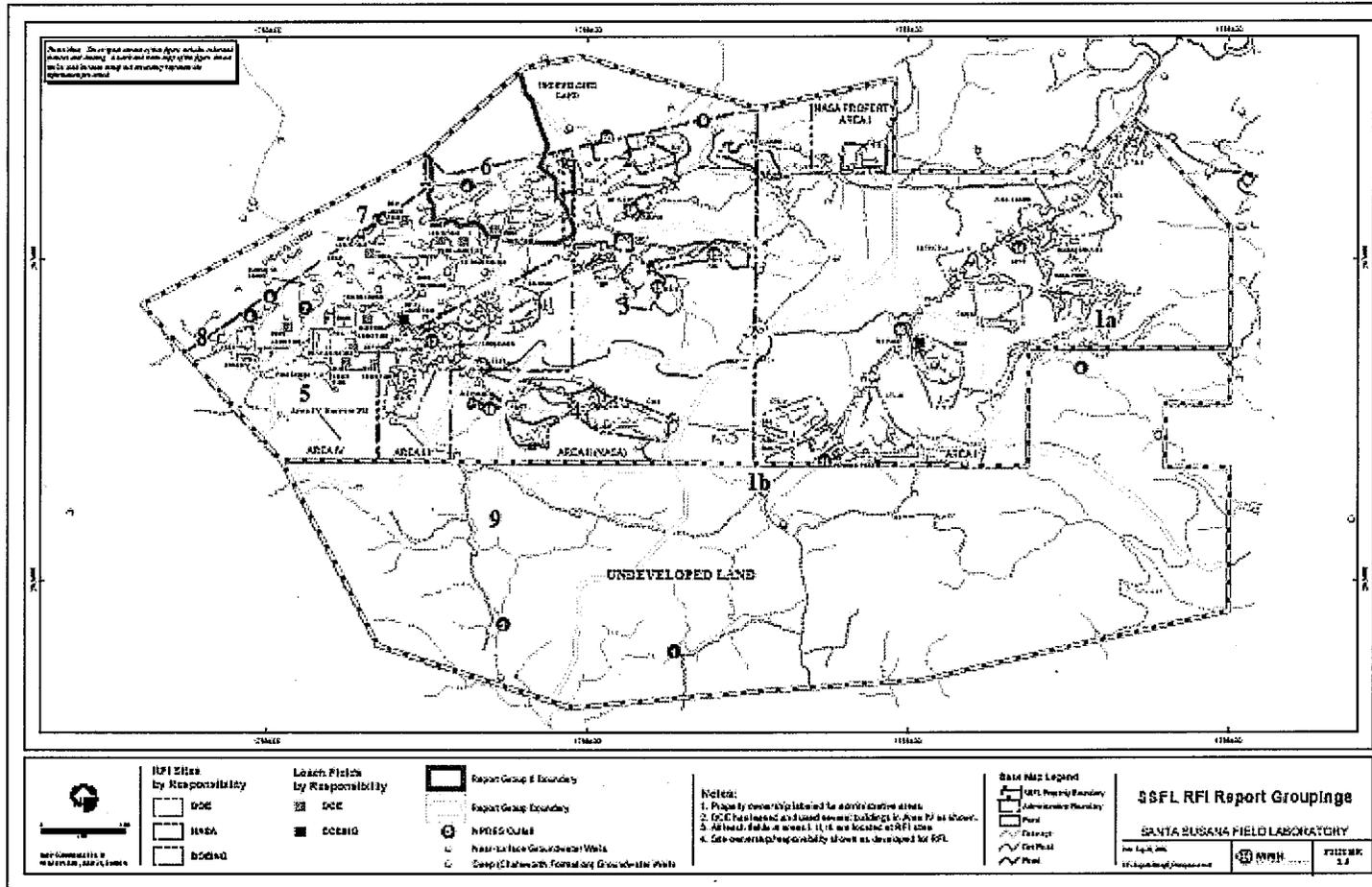
Group 9 - Boeing & NASA (DOE contribution)

Group 7 - DOE

Eco / Large Home Range

Note: Group 6 RFI Report submitted October 2006

ATTACHMENT 12 SSFL RFI Group Report Areas



Source: RFI Report Group 6, MWH September 2006,

ATTACHMENT 13
Chatsworth Formation Groundwater Characterization
Work Plan and Report Submittal Schedule

WORKPLANS	DUE DATE
Phase 2 Groundwater Site Conceptual Model WorkPlan	June 15, 2007 (submitted)
Phase 3 Groundwater Site Conceptual Model Workplan	July 18, 2007 (submitted)
Site Wide Groundwater RFI WorkPlan	January 15, 2008

REPORTS/TECHNICAL MEMORANDUMS	DUE DATE
Conceptual Site Model Update Technical Memorandum and Site-Wide Geology Report	August 31, 2007
3-D Flow Model Technical Memorandum	November 1, 2007
Phase 2 Northeast Area Groundwater Characterization Technical Memorandum	February 1, 2008

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:)	Docket No. HSA-CO 10/11 - 037
Santa Susana Field Laboratory)	
Simi Hills)	ADMINISTRATIVE ORDER ON
Ventura County, California)	CONSENT FOR REMEDIAL ACTION
CAD000629972 (Boeing/DOE))	
CA3890090001 (Boeing/DOE))	
)	Health and Safety Code Sections
)	25355.5(a)(1)(B), 58009 and 58010
The United States Department of Energy)	
)	
(Respondent))	

1.0. INTRODUCTION

1.1. Parties. The California Department of Toxic Substances Control (“DTSC”) and the United States Department of Energy, a federal agency (“DOE” or “Respondent”) (collectively “The Parties”) enter into the following Administrative Order on Consent (“Order”).

1.2. Site. This Order applies to two portions of the Santa Susana Field Laboratory Site (“SSFL”) known as Area IV and the Northern Buffer Zone, hereinafter referred to as the “Site.” The entirety of SSFL is located in the Simi Hills in southeastern Ventura County, as shown in Attachment A. The Simi Hills are bordered to the east by the San Fernando Valley and to the north by the Simi Valley. The SSFL is located approximately three miles south of the San Fernando Valley Freeway (118) and approximately five miles north of the Ventura Freeway (101).

1.3. Authority of DTSC. DTSC issues this Order under the provisions of Section 25355.5(a)(1)(B) of the California Health and Safety Code, and pursuant to DTSC's general grant of authority in Sections 58009 and 58010 of the California Health and Safety Code.

1.4. Authority of the Respondent. DOE is entering into its obligations in this Order pursuant to its authority under the Atomic Energy Act, 42 U.S.C. §§ 2011 *et seq.*

1.5. Consent Order for Corrective Action (2007).

1.5.1. This Order shall not in any way operate to modify, amend or nullify the obligations of the Parties under the 2007 Consent Order for Corrective Action (Department Docket No. P3-07/08-003, hereinafter "2007 Order"), entered into by DTSC, DOE, the National Aeronautics and Space Administration ("NASA"), and The Boeing Company ("Boeing"). The purpose of this Order is to further define and make more specific DOE's obligations with respect to only the cleanup of soils at the Site. Compliance with and fulfillment of this Order shall, upon completion, satisfy DOE's responsibilities regarding soils at the Site and DOE's obligations and responsibilities in this Order supersede the 2007 Order requirements pertaining to soils cleanup. The 2007 Order requirements pertaining to DOE for soils contamination at the Site shall not be applied to DOE. All other provisions of the 2007 Order remain in effect as to DOE, including provisions relating to ground water contamination and soil vapor emanating from groundwater, and shall remain in full force and effect. All provisions of the 2007 Order applicable to NASA and Boeing are not affected by the provisions of this Order in any way.

1.5.2. With respect to groundwater, utilizing the authority of this Order, the procedures of the 2007 Order will be applied to the investigation, characterization and remediation of any radiological contaminants that may have impacted groundwater. The investigation, characterization and remediation of groundwater conducted under the procedures of the 2007 Order shall, to the extent practicable, be coordinated with activities conducted under this Order.

1.6. Compliance with State Law. DTSC agrees that compliance with this Order and the 2007 Order shall constitute DOE's full and complete compliance with all applicable provisions of Chapters 6.5 and 6.8 of Division 20 of the California Health and Safety Code (the California Hazardous Waste Control Law, Sections 25100 *et seq.* of that Code, and the California Hazardous Substances Account Act, Sections 25300 *et seq.* of that Code), including specifically, but not limited to, California Senate Bill 990 (Stats. 2007, c. 729), which has been codified as Section 25359.20 of the California Health and Safety Code, but only with respect to the application of these provisions to radiologic or chemical contamination of soil at the Site or any contiguous radiologic or chemical contamination of soil emanating from within Area IV or the Northern Buffer Zone, within or without the SSFL boundaries, identified by EPA in its radiologic characterization survey or by DTSC as part of the investigation of chemical contaminants.

1.7. Agreement in Principle. On September 3, 2010, the Parties agreed to a Joint Settlement Framework in a document entitled "Final Agreement in Principle" (AIP), which is incorporated as Attachment B. The Parties agree that DOE's cleanup

obligations with respect to soil contamination at the Site shall be conducted in accordance with and be governed by the AIP, as further defined in this Order.

1.8. Definition of Terms. In addition to the definition of terms in Section 1.4 of the 2007 Order, the following terms shall be defined as specified:

1.8.1. "Cleanup of soils" shall mean the cleanup of soils that contain chemical and/or radiological contaminants in or on soils above their respective cleanup standards as specified in the AIP. "Cleanup of soils" does not include the cleanup of volatile organic contaminants that are found in the groundwater or in the soil or bedrock below the groundwater level, nor does it include the cleanup of volatile organic contaminants that emanate from groundwater contaminated with volatile organic contaminants that migrate into and through the saturated and unsaturated soil and bedrock at the Site.

1.8.2. "Cleanup to Background Levels" means removal of soils contaminated above local background levels.

1.8.2.1. "Cleanup to Background Levels" shall include in situ or other onsite treatment of soils that is able to achieve the cleanup standards as specified in the AIP.

1.8.2.2. "Cleanup to Background Levels" does not include "leave in place" alternatives.

1.8.2.3. "Cleanup to Background Levels" does not include onsite burial or landfilling of contaminated soil.

1.8.3. "Detection Limits" means the following:

1.8.3.1. For chemical contaminants, "detection limit" means method reporting limit (or MRL), which is the lowest concentrations at which an analyte can be confidently

detected in a sample and its concentration can be reported with a reasonable degree of accuracy and precision.

1.8.3.2. For radiological contaminants, “detection limit” means minimum detectable activity (or MDA), which is defined as the smallest amount of activity that can be quantified for comparison with regulatory limits.

1.8.4. “Soils” shall mean saturated and unsaturated soil, sediment, and weathered bedrock, debris, structures, and other anthropogenic materials. “Soils” does not include surface water, groundwater, air, or biota.

2.0. WORK TO BE PERFORMED

2.1. Remediation Standard. The cleanup of soils at the Site shall result in the end state of the Site after cleanup being consistent with “background” (*i.e.*, at the completion of the cleanup, no contaminants shall remain in the soil above local background levels, with the exception of the exercise of the exemptions that are specifically expressed in the AIP). All response actions taken pursuant to this Order shall be performed so as to achieve this standard, in full compliance with the terms and conditions detailed in the AIP, in accordance with workplans that have been submitted to and approved by DTSC, and focused on those areas where U.S.EPA, in the course of conducting its radiological characterization survey, has determined that onsite radiological contaminant levels, or offsite areas of contiguous contamination that emanates from within the Site, exceed local background levels and where DTSC, in the course of overseeing and approving the chemical contaminant investigation work, has

determined that onsite chemical contaminant levels, or offsite areas of contiguous contamination that emanates from within the Site, exceed local background levels.

2.2. Investigation and Remediation Areas. As a result of previously conducted assessments performed under the authority of the Resource Conservation and Recovery Act (RCRA) and the State Hazardous Waste Control Law, the Site has been divided into areas separately and uniquely named. The activities being conducted under the provisions of this Order are being conducted under the requirements in Chapter 6.8 of the California Health and Safety Code. However, the names of those areas and the geographic descriptions and boundaries of those areas are to be retained for the sake of continuity.

- (a) RFI Group 5
- (b) RFI Group 6
- (c) RFI Group 7
- (d) RFI Group 8
- (e) Northern Buffer Zone

Some of these RFI Group areas may contain areas outside of the Site. For purposes of this Order, except as provided in the AIP (which describes DOE's commitment to remediate the areal extent of any contiguous radiologic or chemical contamination of soil that emanates from within the Site), DOE's responsibilities regarding these RFI groups are limited to only those areas of the RFI Groups that are within the Site.

2.3. Building Demolition Activities

2.3.1. Within 30 days of receiving relief from the terms of the judgment in United States District Court for the Northern District of California entitled *Natural Resources*

Defense Council, Inc., Committee to Bridge the Gap, and City of Los Angeles v. Department of Energy, et al. (“NRDC v. DOE”), Case No. C-04-04448 SC, so as to allow the work under this Order to be performed, as described in Section 6.0 of this Order, DOE shall submit to DTSC for its review and approval a demolition plan, demolition schedule and detailed procedure that describe the activities that DOE shall perform to sample and characterize DOE’s remaining buildings to determine whether they are contaminated with radiological or chemical contaminants, and to determine appropriate handling methods for managing and disposing of demolition debris. DOE shall request U.S. EPA’s assistance in reviewing the procedures for the assessment of the structures and debris for radiological contaminants.

2.3.2. DOE shall make every effort to gain The Boeing Company’s cooperation and approval in removing the buildings at the Site that remain under the ownership and control of The Boeing Company.

2.3.3. To the extent DOE is unable to remove, or arrange with Boeing to remove, the buildings at the Site that remain under the ownership and control of Boeing , DOE’s obligations under this Order related to soils beneath those buildings shall be stayed, and DOE shall retain the responsibilities for the soils beneath those buildings that are described in this Order until such time as the buildings have been removed and the soils beneath them can be accessed, assessed and remediated as necessary.

2.4. Radiological Investigation Activities. U.S. EPA is conducting a Radiological Background Study and a Radiological Characterization Survey of the Site as part of the activities it is conducting pursuant to HR 2764, P.L. 110-161, work which is being funded pursuant to an Interagency Agreement entered between DOE and U.S. EPA.

The result of U.S.EPA's efforts will be a report on the presence of radiological contamination at the Site. Nothing in this Order is intended to modify or amend the activities that are being conducted by U.S. EPA under that Interagency Agreement. As part of its survey and characterization efforts, U.S. EPA will be conducting sampling of soil and other environmental media in accordance with the project plan and description prepared by the U.S. EPA.

2.5. Chemical Investigation Activities

2.5.1. Phase 1: Co-Located Samples. In conjunction with samples collected by U.S. EPA for radiological analyses during its first phase of sampling, at every location where U.S. EPA collects a sample for radiological analyses, DOE shall cause to be taken a similar sample from the same or proximate locations. Those samples shall be provided to DTSC or its designee, and DTSC or its designee shall submit the samples for necessary chemical analyses.

2.5.2. Phase 2: Co-Located Samples from Random Locations. In conjunction with samples collected from randomly selected locations by U.S. EPA for radiological analyses during its second phase of sampling, at every location where U.S. EPA collects a random sample for radiological analyses, DOE shall cause to be taken a similar sample from the same or proximate locations. Those samples shall be provided to DTSC or its designee, and DTSC or its designee shall submit the samples for necessary chemical analyses.

2.5.3. Phase 3. Chemical Data Gap Investigation.

2.5.3.1. Schedule for Chemical Data Gap Investigation. Within 30 days of the completion of the activities described in Sections 2.4 and 2.5.1 and 2.5.2, DOE shall

submit to DTSC a schedule for the completion of a Chemical Data Gap Investigation. The Chemical Data Gap Investigation may be conducted in one or more phases to focus sampling efforts and increase the efficiency of the investigation. DOE shall make every effort to complete its Chemical Data Gap Investigation and produce the Chemical Data Summary described in Section 2.7 at the same time that U.S. EPA delivers the results of its radiological survey and characterization efforts.

2.5.3.2. Chemical Data Gap Scoping. Prior to the preparation of a Chemical Data Gap Investigation Workplan, DOE and DTSC shall meet to determine the scope of the Chemical Data Gap Investigation. In determining the scope, DOE and DTSC shall evaluate the results from the Phase 1 Co-Located sampling effort, the results from the Phase 2 Co-Located sampling effort, the results of U.S. EPA's radiological survey and characterization efforts, the data and information presented in the previously submitted RFI reports and RFI workplans, and any available historical Site data. This scoping effort shall be used to determine the locations at the Site where insufficient chemical data exists and additional chemical investigation is necessary.

2.5.3.3. Chemical Data Gap Investigation Workplan. Based on the Chemical Data Gap Scoping in Section 2.5.3.2, DOE shall prepare and submit to DTSC for its review and approval a detailed Chemical Data Gap Investigation Workplan.

2.5.3.4. To the extent that any of the activities described in Sections 2.4 and 2.5.1 and 2.5.2 are completed for any area within the Site prior to the completion of the remainder of the activities described in Sections 2.4 and 2.5.1 and 2.5.2, for the entirety of the Site, DOE may propose to conduct Chemical Data Gap Investigation activities, and to prepare Chemical Data Gap Investigation Workplan(s), for specific areas within

the Site, rather than a single, encompassing Chemical Data Gap Investigation Workplan for the entire Site.

2.5.3.5. Chemical Data Gap Investigation Workplan Implementation. Upon DTSC's approval, DOE shall implement the approved Chemical Data Gap Investigation Workplan under DTSC's oversight.

2.5.3.6. Chemical Data Gap Investigation Workplan Revisions. If DOE proposes to modify any methods or initiates new activities for which no Field Sampling Plan, Quality Assurance Project Plan, Health and Safety Plan or other necessary procedures/plans have been established, DOE shall prepare an addendum to the approved plan(s) for DTSC review and approval prior to modifying the method or initiating new activities.

2.5.4. Any chemical investigation workplans prepared pursuant to section 2.5 shall include the following components:

2.5.4.1. Field Sampling Plan. A Field Sampling Plan shall include:

- (1) Sampling objectives, including a brief description of data gaps and how the field sampling plan is to address these gaps;
- (2) Sample locations, including a map showing these locations, and proposed sampling frequency;
- (3) Sample designation or numbering system;
- (4) Detailed specification of sampling equipment and procedures;
- (5) Sample handling and analysis including preservation methods, shipping requirements and holding times; and
- (6) Management plan for wastes generated.

2.5.4.2. Quality Assurance Project Plan. A Quality Assurance Project Plan shall include:

- (1) Project organization and responsibilities with respect to sampling and analysis;
- (2) Quality assurance objectives for measurement including accuracy, precision, and method detection limits.
- (3) Sampling procedures;
- (4) Sample custody procedures and documentation;
- (5) Field and laboratory calibration procedures;
- (6) Analytical procedures;
- (7) Laboratory to be used must be certified pursuant to Health and Safety Code section 25198;
- (8) Specific routine procedures used to assess data (precision, accuracy and completeness) and response actions;
- (9) Reporting procedure for measurement of system performance and data quality;
- (10) Data management, data reduction, validation and reporting. Information shall be accessible to downloading into DTSC's computer system; and
- (11) Internal quality control.

2.5.4.3. Health and Safety Plan. A Site-specific Health and Safety Plan shall be prepared in accordance with federal regulations (29 CFR 1910.120) and state regulations (Title 8 CCR Section 5192). This plan should include, at a minimum, the following elements:

- (1) Site Background/History/Workplan;
- (2) Key Personnel and Responsibilities
- (3) Job Hazard Analysis/Summary;
- (4) Employee Training;
- (5) Personal Protection;
- (6) Medical Surveillance;
- (7) Air Surveillance;
- (8) Site Control;
- (9) Decontamination;
- (10) Contingency Planning;
- (11) Confined Space Operations;
- (12) Spill Containment;
- (13) Sanitation;
- (14) Illumination; and
- (15) Other applicable requirements based on the work to be performed.

All contractors and all subcontractors shall be given a copy of the Health and Safety Plan prior to entering the Site. Any supplemental health and safety plans prepared by any subcontractor shall also be prepared in accordance with the regulations and guidance identified above. The prime contractor shall be responsible for ensuring that all subcontractor supplemental health and safety plans shall follow these regulations and guidelines.

2.6. Treatability Studies. To the extent DOE considers the use of in situ or other onsite treatment technologies or methods to achieve the cleanup levels specified in the

AIP, DOE shall conduct treatability testing to develop data for assessing treatment in place that could achieve the cleanup goals. Treatability testing is required to demonstrate the implementability and effectiveness of such technologies, unless DOE can show DTSC that similar data, documentation or information exists. The required deliverables are: a workplan, a sampling and analysis plan, and a treatability evaluation report. To the extent practicable, treatability studies shall be proposed and implemented during the latter part of Chemical Data Gap investigation.

2.7. Chemical Data Summary Report. DOE shall prepare and submit a Chemical Data Summary Report to DTSC for review and approval in accordance with the approved Chemical Data Gap Investigation workplan schedule. The Chemical Data Summary Report shall contain a summary of the entirety of the data collection efforts, and shall include the horizontal and vertical extent of contamination in the soils at the Site that exceed background levels of chemical contaminants.

2.8. Feasibility Study. For purposes of this Order, DOE shall not be required to prepare or submit a Feasibility Study.

2.9. Soils Remedial Action Implementation Plan. No later than 60 days after DTSC approval of the Chemical Data Summary Report, DOE shall prepare and submit a draft Soils Remedial Action Implementation Plan to DTSC for review and approval. The draft Soils Remedial Action Implementation Plan shall be based on and summarize the approved Chemical Data Summary Report, U.S. EPA's radiologic characterization survey, and shall clearly describe the following:

- 1) A general description and history of the Site;
- 2) The nature and extent of radiological and chemical contamination at the Site;

- 3) The planned remedial action and its objectives;
- 4) Any areas proposed for the exercise of any of the exemptions specified in the AIP (Attachment B) from the background cleanup standards, and the rationale for their exemption;
- 5) Any areas proposed for in situ or onsite treatment to achieve the cleanup goals, including the results of treatability studies conducted pursuant to Section 2.6. The draft Soils Remedial Action Implementation Plan shall propose in situ or on site treatment options to the maximum extent possible in areas where in situ or on site treatment can be demonstrated to effectively achieve the cleanup goals;
- 6) All proposed mitigation measures necessary to address any identified environmental impacts; and
- 7) A schedule for implementation of the planned remedial actions. The schedule shall ensure that the identified activities can be accomplished by 2017 or sooner.

2.10. Soils Remedial Design. The Soils Remedial Action Implementation Plan shall also include Soils Remedial Design elements that detail the technical and operational plans for implementation of the Soils Remedial Action Implementation Plan. The Soils Remedial Design elements shall include the following, as applicable:

- 1) Description of equipment used to excavate, handle, and transport contaminated material;
- 2) A dust control and suppression plan that ensures the minimization of airborne dust generation during remedial activities, and an air monitoring plan that monitors the effectiveness of dust control and suppression efforts;
- 3) A transportation plan identifying routes of travel and final destination of wastes

generated and disposed, and a description of mitigation measures to be taken to address any identified environmental impacts due to transportation;

- 4) An updated health and safety plan addressing the implementation activities;
- 5) Identification of all necessary permits and agreements, and demonstration of the acquisition of those permits and agreements; and
- 6) A detailed schedule for implementation of the remedial action, including procurement, mobilization, construction phasing, sampling, facility startup, and testing.

2.11. Modification to Soils Remedial Action Implementation Plan. As a result of its review, and as necessary in response to comments received pursuant to the public review and comment period described in Section 3.0, DTSC may require changes to be made to the draft Soils Remedial Action Implementation Plan. DOE shall modify the draft Soils Remedial Action Implementation Plan in accordance with DTSC's specifications and submit a final Soils Remedial Action Implementation Plan within 60 days of receipt of DTSC's specified changes.

2.12. Confirmation Sampling. In accordance with the AIP (Attachment B), sampling to confirm that the required cleanup standard has been met shall be conducted by U.S.EPA and DTSC in accordance with the document "Confirmation Protocol; 'Not to Exceed'; Background Cleanup Standard for Soils," incorporated as Attachment C. In accordance with that protocol, sample collection and data analysis shall be consistent with field sampling plans and quality assurance/quality control plans for U.S. EPA's Radiological Background Study, DTSC's Chemical Background Study, and U.S. EPA's Radiological Study for Area IV/Northern Buffer Zone (NBZ).

2.13. Changes During Implementation. During the implementation of the final Soils Remedial Action Implementation Plan, DTSC may specify such additions, modifications, and revisions to the Soils Remedial Action Implementation Plan as DTSC deems necessary in order to carry out this Order.

2.14. Stop Work Order. In the event that DTSC determines that any activity (whether or not pursued in compliance with this Order) may pose an imminent or substantial endangerment to the health or safety of people on the Site or in the surrounding area or to the environment, DTSC may order DOE to stop further implementation of this Order for such period of time needed to abate the endangerment. In the event that DTSC determines that any Site activities (whether or not pursued in compliance with this Order) are proceeding without DTSC authorization, DTSC may order DOE to stop further implementation of this Order or activity for such period of time needed to obtain DTSC authorization, if such authorization is appropriate. Any deadline in this Order directly affected by a Stop Work Order, under this Section, shall be extended for the term of the Stop Work Order.

2.15. Emergency Response Action/Notification. In the event of any action or occurrence (such as a fire, earthquake, explosion, or human exposure to hazardous substances, as defined in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601(14), caused by the release or threatened release of a hazardous substance) during the course of this Order, DOE shall immediately take all appropriate action to prevent, abate, or minimize such emergency, release, or immediate threat of release and shall immediately notify the Project Director. DOE shall take such action in consultation with the DTSC Project

Director and in accordance with all applicable provisions of this Order. Within seven days of the onset of such an event, DOE shall furnish a report to DTSC, signed by DOE's Project Director, setting forth the events which occurred and the measures taken in the response thereto. In the event that DOE fails to take appropriate response and DTSC takes the action instead, DOE shall be liable to DTSC for all costs of the response action. Nothing in this Section shall be deemed to limit any other notification requirement to which DOE may be subject.

3.0. PUBLIC PARTICIPATION

3.1. In conjunction with DOE, DTSC shall implement the public review process specified in DTSC's Public Participation Policy and Guidance Manual and as detailed in the final SSFL Public Participation Plan dated March 2009. In accordance with the Site Public Participation Plan, opportunities shall be provided for the public to review and comment on all draft plans and reports prepared by DOE. DTSC shall consider any comment received from the public as it evaluates draft plans and reports prepared by DOE. In response to comments received, DTSC shall prepare a response to the public comments, explaining the disposition of DTSC's actions regarding the comments received. If requested by DTSC, DOE shall submit within two weeks, if practicable, of any request the information necessary for DTSC to prepare its responses to the public comments.

4.0. CALIFORNIA ENVIRONMENTAL QUALITY ACT

4.1. DOE shall cooperate in providing all available information necessary to facilitate DTSC's preparation of an analysis under the California Environmental Quality Act (CEQA), Calif. Public Resources Code Sections 21000 *et seq.* The costs incurred by DTSC in complying with CEQA are response costs, and DOE shall reimburse DTSC for such costs pursuant to Section 7.12, *below*.

4.2. DTSC's analysis shall include, but not be limited to, the following:

4.2.1. Scoping at the conclusion of all data gathering efforts to identify the types of environmental impacts that might be anticipated.

4.2.2. Identification and quantification of environmental impacts that are anticipated to occur as a result of implementing the activities specified in this Order.

4.2.3. Identification of alternative mitigation measures that could be used to mitigate the identified environmental impacts that are anticipated to occur as a result of implementing the activities specified in this Order, and an assessment as to the relative effectiveness of each mitigation measure.

5.0. U.S. ENVIRONMENTAL PROTECTION AGENCY ACTIVITIES

5.1. Given the technical expertise of the United States Environmental Protection Agency (U.S. EPA) in radiological cleanups, the Parties expect that U.S. EPA will contribute to the Site investigation and cleanup confirmation activities described in the AIP (Attachment B) and in the "Confirmation Protocol; 'Not to Exceed'; Background Cleanup Standard for Soils" (Attachment C). U.S. EPA is not a party to this Order and DTSC is the regulatory agency overseeing the work of the responsible party, DOE.

U.S. EPA has indicated that it is willing to perform the technical work identified for U.S. EPA in the AIP (Attachment B), provided that DOE fully funds U.S. EPA's work. Subject to the limitations set forth in Section 7.15.1 of this Order, DOE will use its best efforts to ensure that U.S. EPA is able to carry out the identified activities, including, but not limited to, providing all necessary funding for U.S. EPA.

5.2. The parties acknowledge that USEPA should exercise its independent technical judgment in performing the technical work identified for EPA in the AIP (Attachment B) and in the "Confirmation Protocol; 'Not to Exceed'; Background Cleanup Standard for Soils" (Attachment C).

6.0. OTHER RELATED LEGAL ACTIONS

6.1. DTSC and DOE mutually acknowledge that an action involving the Site was filed in the United States District Court for the Northern District of California entitled *Natural Resources Defense Council, Inc., Committee to Bridge the Gap, and City of Los Angeles v. Department of Energy, et al.* ("NRDC v. DOE"), Case No. C-04-04448 SC, in which the plaintiffs in that action sought and obtained summary judgment against DOE. In the summary judgment order, dated May 2, 2007, 2007 WL 1302498, United States District Judge Samuel Conti permanently enjoined DOE "from transferring ownership or possession, or otherwise relinquishing control over, any portion of Area IV" of the Santa Susana Field Laboratory ("SSFL") until DOE has completed an Environmental Impact Statement under the National Environmental Policy Act ("NEPA"), 42 U.S.C. §§ 4321 *et seq.*, and issued a Record of Decision pursuant to NEPA. The Court in that action further stated that it would retain jurisdiction over the action "until it is satisfied that the

DOE has met its legal obligations as they relate to the remediation of Area IV” of the SSFL.

6.2. DOE and DTSC acknowledge that DOE’s obligations under this Order are potentially inconsistent with the court’s May 2, 2007 order in *NRDC v. DOE*. To that end, DOE and DTSC shall make their best efforts to seek and obtain the support of the plaintiffs in *NRDC v. DOE* in applying for relief from the terms of that court’s order, so as to allow the work under this Order to be performed. In the event that DOE and DTSC are not successful in obtaining relief from that order so as to allow the work under this Order to be performed, DOE’s obligations under this Order shall be stayed. The Parties shall thereupon undertake to agree upon a procedure for environmental review that would meet the requirements of the injunction in *NRDC v. DOE* and to make any necessary modifications to this Order.

7.0. OTHER REQUIREMENTS AND PROVISIONS

7.1. Project Director. Within 14 days of the effective date of this Order, DTSC and DOE shall designate their respective Project Directors and shall notify each other in writing of the Project Director they have selected. DOE’s Project Director shall be responsible for overseeing the implementation of this Order and for designating a person to act in his/her absence. All communications between DOE and DTSC, and all documents, report approvals, and other correspondence concerning the activities performed pursuant to this Order shall be directed through their respective Project Directors. Each party may change its Project Director with at least seven days prior written notice to the other party.

7.2. Web Site. DOE shall continue to proportionally contribute to the website that has been established for purposes of posting documents and information related to the investigation and cleanup of the SSFL (<http://www.dtsc-ssfl.com>). The content of the website shall remain solely under the control of DTSC. No changes to the website are to be made without prior DTSC approval.

7.3. DTSC Approval.

7.3.1. Subject to the dispute resolution procedures in Section 7.19.1 through 7.19.9, DOE shall revise any workplan, report, specification, or schedule in accordance with DTSC's written comments. DOE shall submit to DTSC any revised documents by the due date specified by DTSC. Revised submittals are subject to DTSC's written approval or disapproval. If DTSC disapproves of any submittal in whole or in part, it shall explain in writing the reason(s) for its disapproval.

7.3.2. Upon receipt of DTSC's written approval, DOE shall commence work and implement any approved workplan in accordance with the schedule and provisions contained therein.

7.3.3. Any DTSC approved workplan, report, specification, or schedule required by this Order shall be deemed incorporated into this Order.

7.3.4. Any requests for revision of an approved workplan requirement must be in writing. Such requests must be timely and provide justification for any proposed workplan revision. DTSC shall approve such proposed revisions absent good cause not to do so. Any approved workplan modification shall be in writing and shall be incorporated by reference into this Order.

7.3.5. Verbal advice, suggestions, or comments given by DTSC representatives shall not constitute an official approval or disapproval.

7.3.6. DTSC shall use its best efforts to review, comment, and render a decision on any workplan, report, specification, or schedule submitted by DOE in a timely fashion, with the goal of rendering a decision within 120 days of DOE's submittal. Failure by DTSC to render a decision within 120 days of DOE's submittal shall not constitute *de facto* approval. Any deadline in this Order directly affected by DTSC's failure to render a decision in the time frames specified under this section shall be extended for a period of time not to exceed the actual time taken beyond the specified time frame to for DTSC to render the decision.

7.4. Submittals.

7.4.1. DOE shall provide DTSC with quarterly progress reports of response action activities conducted pursuant to this Order.

7.4.2. Any report or other document submitted by DOE pertaining to its activities at the Site pursuant to this Order shall be signed and certified by a duly authorized representative.

7.4.3. The certification required above, shall be in the following form:

I certify that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

7.4.4. All reports and other documents submitted by DOE or its consultants in response to this Order shall be submitted to DTSC in both hard copy and electronically..

7.4.5. Unless otherwise specified, all reports, correspondence, approvals, disapprovals, notices, or other submissions relating to this Order shall be in writing and shall be sent to the current Project Directors.

7.5. Proposed Contractor/Consultant.

All work performed by DOE pursuant to this Order shall be under the direction and supervision of a professional engineer or registered geologist, registered in California, with expertise in hazardous substance site cleanup. DOE's contractors and consultants shall have the technical expertise sufficient to fulfill their responsibilities. Within 14 days of the effective date of this Order or any contract awarded to implement this Order, DOE shall notify the DTSC Project Director in writing of the name, title, and qualifications of the professional engineer or registered geologist and of any contractors or consultants and their personnel to be used in carrying out the requirements of this Order. Notifications submitted prior to the effective date of this Order in response to Section 4.5. of the August 16, 2007 Consent Order for Corrective Action need to be resubmitted only if the information contained in the notification has changed.

7.6. Chemical and Radiological Analyses

7.6.1. Except as provided below, DOE shall use California State-certified analytical laboratories for all chemical and radiological analyses required to comply with this Order. If a California State-certified laboratory is not available for a particular test required by this Order, DOE shall use an alternative laboratory identified by DOE subject to approval by DTSC. The names, addresses, telephone numbers, and

California Department of Public Health, Environmental Laboratory Accreditation Program (ELAP) certification numbers of the laboratories DOE proposes to use must be specified in the applicable workplans.

7.6.2. DOE shall monitor to ensure that high quality data are obtained by their consultants and contract laboratories. DOE shall ensure that laboratories it uses for chemical analyses perform such analyses according to the latest approved edition of "Test Methods for Evaluating Solid Waste, (SW 846)," or other methods deemed satisfactory to DTSC. If methods other than U.S. EPA methods are to be used, DOE shall specify all such protocols in the affected workplan. DTSC shall reject any chemical data that do not meet the requirements of the approved workplan, U.S. EPA analytical methods, or quality assurance/quality control procedures, and may require resampling and analysis. DOE shall ensure that laboratories it uses for radiological analyses perform such analyses according to the latest approved edition of "HASL-300, EML Procedures Manual" or other methods deemed satisfactory to DTSC. If methods other than HASL-300 methods are to be used, DOE shall specify all such protocols in the affected workplan (e.g., RI workplan). DTSC shall reject any radiological data that do not meet the requirements of the approved workplan, HASL-300 methods, or quality assurance/quality control procedures, and may require resampling and analysis.

7.6.3. DOE shall ensure that the laboratories used for analyses have quality assurance/quality control programs. DTSC may conduct a performance and quality assurance/quality control audit of the laboratories chosen by DOE before, during, or after sample analyses. Upon request by DTSC, DOE shall have their selected laboratory perform analyses of samples provided by DTSC to demonstrate laboratory

performance. If the audit reveals deficiencies in a laboratory's performance or quality assurance/quality control procedures, resampling and analysis may be required.

7.7. Sampling and Data/Document Availability.

7.7.1. Upon request, DOE shall provide DTSC with the results of all sampling or tests or other data generated by its employees, agents, consultants, or contractors pursuant to this Order. DOE shall follow the same signature and certification requirements of Section 7.4.3, 7.4.4, and 7.4.5, *above* for information submitted pursuant to this section.

7.7.2. Notwithstanding any other provisions of this Order, DTSC retains all of its information gathering and inspection authority and rights, including enforcement actions related thereto, under the Health and Safety Code, and any other State or federal law, subject to national security and other restrictions imposed under the Atomic Energy Act of 1954, as amended, applicable executive orders or any other applicable requirements.

7.7.3. DOE shall notify DTSC in writing at least seven days prior to beginning each separate phase of field work approved under any workplan required by this Order. If DOE believes it must commence emergency field activities without delay, DOE shall seek emergency telephone authorization from the DTSC Project Director or, if the Project Director is unavailable, their designee, to commence such activities immediately.

7.7.4. At the request of DTSC, DOE shall provide or allow DTSC or its authorized representative to take split or duplicate samples of all samples collected by DOE pursuant to this Order. At the request of DOE, DTSC shall allow DOE or their authorized representative(s) to take split or duplicate samples of all samples collected

by DTSC under this Order. At the request of DOE or DTSC, U.S. EPA will allow DOE or DTSC or their authorized representatives to take split or duplicate samples of all samples collected by U.S. EPA..

7.8. Access.

7.8.1. Subject to Boeing's and DOE's security and safety procedures at the Site, DOE shall provide DTSC and its representatives access at all reasonable times, following normal DOE procedures, if any, for access onto the Site, to the areas of the Site under DOE's control, and any other property to which access is required for implementation of this Order, and shall permit such persons to inspect and copy all non-privileged records, files, photographs, documents, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Order and that are within the possession or under the control of DOE, or its contractors or consultants.

7.8.2. To the extent that work being performed pursuant to this Order must be conducted on areas of the Site not under DOE's ownership, possession or control, or on property beyond the Site boundary, DOE shall use its best efforts to obtain access agreements necessary to complete work required by this Order from the present owners or possessors, as appropriate, of such property, within 30 days of approval of any workplan for which access is required. "Best efforts" as used in this paragraph shall include, at a minimum, a letter by certified mail from DOE to the present owners or possessors of such property, requesting an agreement to permit DOE and DTSC and their authorized representatives access to such property. Any such access agreement shall provide for access to DTSC and its representatives. DOE shall provide DTSC's Project Director with a copy of any access agreements in their possession. In the event

that an agreement for access is not obtained within 30 days of approval of any workplan for which access is required, an unanticipated need for access becomes known to DOE, or access is revoked by the property owner or possessor, DOE shall notify DTSC in writing within 14 days thereafter regarding both the efforts undertaken to obtain access and the failure to obtain such agreements. In such event, DTSC may elect to use its authority under Chapter 6.8 of Division 20 of the California Health and Safety Code to obtain access for DOE, including, without limitation, its authority to assess daily civil penalties against the refusing property owner under Health and Safety Code Section 25367. In the event that DTSC is unable to obtain access from the present owners or possessors of such property or take whatever measures are necessary so that the work may proceed, DOE's obligation to perform that particular element of work and its obligation to provide access to DTSC shall be stayed until the appropriate relief is obtained.

7.8.3. Nothing in this section limits or otherwise affects DTSC's right of access and entry pursuant to any applicable State or federal law or regulation.

7.8.4. Nothing in this Section shall be construed to limit DOE's liability and obligation to perform response action that are being conducted pursuant to this Order, either within the Site boundary or beyond the Site boundary as provided in the AIP, including such action on areas of the Site not owned, possessed or controlled by DOE, or on property beyond the Site boundary except as clarified in Section 7.8.2, with respect to the timing of DOE's liabilities and obligations. The AIP describes DOE's commitment to remediate the areal extent of any contiguous radiologic or chemical contamination of soil that emanates from within the Site.

7.9. Record Preservation.

7.9.1. In addition to requirements applicable to DOE under 36 CFR Chapter 12, Subchapter B, in accordance with NARA-approved DOE Records Disposition Schedules, DOE shall retain, during the implementation of this Order and for a minimum of ten (10) years after the Acknowledgment of Satisfaction executed pursuant to Section 9.0 of this Order, all data, records, and documents that relate to implementation of this Order or to radioactive waste or hazardous waste management and/or disposal. DOE shall notify DTSC in writing 90 days prior to the destruction of any such records, and shall provide DTSC with the opportunity to take possession of any such records. Such written notification shall reference the effective date, caption, and docket number of this Order and shall be sent to the DTSC Project Director.

7.10. Notice to Contractors and Successors. DOE shall provide a copy of this Order to all contractors, laboratories, and consultants retained to conduct or monitor any portion of the work performed pursuant to this Order and shall condition all such contracts on compliance with the terms of this Order. DOE shall give written notice of this Order to any successor in interest prior to transfer of ownership or operation of any portion of the Site that DOE owns or operates and shall notify DTSC at least 30 days prior to such transfer. DOE or its contractors shall provide written notice of this Order to all subcontractors hired to perform any portion of the work required by the Order. DOE shall nonetheless be responsible, to the extent reasonably within their control, for ensuring that their contractors and subcontractors perform the work contemplated herein in accordance with this Order. With regard to the activities undertaken pursuant to this Order, in addition to any defenses which may be available under this Order, the

defenses available to DOE shall be those specified in Health and Safety Code section 25323.5 (incorporating by reference Sections 101(35) and 107(b) of CERCLA, 42 U.S.C., section 9601(35) and 9607(b),

7.11. Compliance with Applicable Laws and Regulations. All actions taken pursuant to this Order by DOE shall be undertaken in accordance with applicable local, State, and federal laws and regulations. As specified in Section 1.6, compliance with this Order and the 2007 Order shall constitute DOE's full and complete compliance with all applicable provisions of Chapters 6.5 and 6.8 of the Division 20 of the California Health and Safety Code (the California Hazardous Waste Control Law, Sections 25100 *et seq.* of that Code, and the California Hazardous Substances Account Act, Sections 25300 *et seq.* of that Code) with respect to the application of the provisions of this Order to radiologic or chemical contamination of soil at the Site or any contiguous radiologic or chemical contamination of soil emanating from within Area IV or the Northern Buffer Zone, within or outside of the SSFL boundaries, that has been identified by U.S.EPA in its radiologic characterization survey or by DTSC as part of the investigation of chemical contaminants that DOE has remediated. DOE shall obtain or cause their representatives to obtain all permits and approvals necessary under such applicable laws and regulations.

7.12. Costs.

7.12.1. DOE is liable for all costs associated with the implementation of this Order, including all costs incurred by DTSC in overseeing the work required by this Order, to the extent authorized under California Health and Safety Code Sections 25269 through 25269.6, including procedures for dispute resolution under Section 7.19.1

through 7.19.9 ,*below*. DTSC shall retain all cost records associated with the work performed under this Order as required by State law. DTSC shall make all documents that support DTSC's cost determination available for inspection upon request, as provided in the California Public Records Act. With respect to the payment of costs, DOE may use any alternative mechanism authorized by federal law.

7.12.2. DOE retains any rights it may have to recover the costs of complying with this Order from any person not a Party to this Order and nothing in this Consent Order is intended to compromise or hinder any such rights.

7.13. Liability. Except as expressly set forth in Section 1.6 above, nothing in this Order shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current, or future operations of DOE. Notwithstanding compliance with the terms of this Order, but subject to the express provisions in Section 1.6 above, DOE may be required to take further actions as are necessary to protect public health or welfare or the environment (a) in the event previously unanticipated conditions are discovered that present an imminent and substantial endangerment notwithstanding the work to be performed under this Order, or (b) in the event any negligent or intentional act or omission by DOE during the performance of its obligations under this Order results in the need for additional response action in order to achieve this Order's objective to clean up chemical and radiological contamination at the Site to local background levels."

7.14. Government Liabilities. The State of California shall not be liable for injuries or damages to persons or property resulting from acts or omissions by DOE in carrying out activities pursuant to this Order, nor shall the State of California be held as

a party to any contract entered into by DOE or its agents in carrying out activities pursuant to the Order.

7.15. Availability of Federal Funds.

7.15.1. DOE's obligations under this Order are subject to the availability of funds appropriated and legally available for such purpose. No provision of this Order shall be interpreted as or constitute a commitment or requirement that DOE obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law. DOE shall use its best efforts, by means of the federal budgetary process, to obtain the funds necessary to perform its obligations under the 2007 Order and this Order. Nothing in this Order shall be construed to require disclosures related to confidential internal federal budget deliberations not otherwise authorized under federal law.

7.15.2. It is agreed that if inadequate funds are appropriated for such purposes, DOE shall notify DTSC promptly and develop a plan in writing to endeavor to secure additional funding to carry out the requirements of this Order. Nothing herein shall be construed as precluding DOE from arguing that the unavailability of appropriated funds constitutes a *force majeure* event. DTSC and DOE agree that in any dispute or any proceeding to enforce the requirements of this Order, DOE may raise as a defense that any failure or delay was caused by the unavailability of appropriated funds.

7.16. [Reserved]

7.17. Incorporation of Plans and Reports. All plans, schedules, and reports that require DTSC approval and are submitted by DOE pursuant to this Order and are not

the subject of dispute resolution under Section 7.19.1 through 7.19.9 are incorporated in this Order upon approval by DTSC.

7.18. Penalties for Noncompliance.

7.18.1. DOE shall be liable for stipulated penalties in the amount of \$15,000 per day for a material failure to comply with the requirements of this Order, including the making of any false statement or representation in any document submitted for purposes of compliance with this Order. "Compliance" by DOE shall include, but shall not be limited to, completion of the activities under this Order or any workplan or other plan approved under this Order within the specified time schedules established by and approved pursuant to this Order or as otherwise directed by DTSC under this Order.

7.18.2. Following DTSC's determination that DOE has materially failed to comply with a requirement of the Order, DTSC shall give DOE written notification of the violation and describe the noncompliance. DTSC shall send DOE a written notice of noncompliance with an opportunity to cure by a date designated by DTSC in lieu of or prior to a written demand for the payment of the penalties. DOE may dispute DTSC's finding of noncompliance by invoking the dispute resolution procedures described in Section 7.19.1 through 7.19.9 herein. All penalties assessed under Section 7.18.1 shall begin to accrue on the business day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. The accrual and payment of any proposed penalty shall be tolled during the dispute resolution period. If DOE does not prevail in dispute resolution, any penalty shall be due to DTSC within 30 days of

resolution of the dispute unless appealed to a court of law. If DOE prevails in dispute resolution, no penalty shall be paid.

7.18.3. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Order and other applicable provisions of law, except that the same facts shall not be relied upon to generate separate and cumulative penalties against DOE. Notwithstanding the provisions of Section 7.18.1, 7.18.2, or 7.18.3, DTSC reserves the right to seek additional remedies or sanctions for knowing violations of this Order, including knowingly making any false statement or representation in any document submitted for purposes of compliance with this Order

7.19. Dispute Resolution.

7.19.1. The parties agree that the procedures contained in this section are the exclusive procedures for resolving all disputes that may arise under this Order. By its execution of this Order, and for no other purpose unrelated to this matter, DOE expressly agrees that DTSC has the authority to enforce the terms of this Order. At no time during any informal, formal, or judicial resolution of any dispute arising under this Order shall DOE contend that DTSC does not possess such legal authority. Nor shall DOE initiate a separate challenge to such legal authority in state or federal court.

7.19.2. If any dispute arises over the interpretation of, or compliance with, any provision of this Order, DOE's Project Director and DTSC's Project Director shall attempt to resolve the dispute informally.

7.19.3. If DTSC's Project Director determines after due consideration that the dispute cannot be resolved informally, the Project Director shall notify DOE of such determination. DOE may then pursue the matter by making an objection in writing to

DTSC's Director, or his or her designee, with a copy to DTSC's Project Director. DOE's written objection shall set forth the specific points of the dispute and the basis for DOE's position. DOE's objection to DTSC's Director shall be served by mail no later than fourteen (14) calendar days after DOE is notified of the determination by DTSC's Project Director that the dispute cannot be resolved informally. The date by which DOE may submit any written objection may be extended by DTSC for good cause, but shall not exceed an additional 45 days.

7.19.4. Within 30 calendar days after DTSC's receipt of DOE's written objection, DTSC's Director, or another individual authorized to carry out the functions of the DTSC Director, shall meet with DOE's Chief Operations Officer from the Office of Environmental Management, or someone who is otherwise of equivalent decisionmaking authority as DTSC's Director, for the purpose of resolving the dispute through formal discussions. This formal dispute resolution on DOE's objection(s) shall include the DOE Assistant Secretary for Environmental Management, or another individual authorized under federal law to carry out the functions of the Assistant Secretary for Environmental Management, DTSC's Director, or his or her designee, and the Secretary of the California Environmental Protection Agency (CalEPA), or another state official designated pursuant to State law to carry out the functions of the Secretary of CalEPA, and shall take place during the 30-day period after receipt of DOE's objection(s), or such longer period if determined necessary by DTSC. Within fourteen (14) calendar days after the conclusion of the formal discussion period, the Secretary of CalEPA, or another state official designated pursuant to State law to carry out the functions of the Secretary of CalEPA, shall provide the Assistant Secretary for

Environmental Management with CalEPA's written decision on the dispute. CalEPA's written decision shall reflect any agreements reached during the formal discussion period, shall represent the decision of both DTSC's Director and the CalEPA Secretary, and shall be signed by the Secretary of CalEPA, or another state official designated pursuant to State law to carry out the functions of the Secretary of CalEPA. If DOE obtains the views of the United States Environmental Protection Agency ("USEPA") on the dispute, DTSC and CalEPA shall consider the USEPA position prior to issuing a decision.

7.19.5. During the pendency of all dispute resolution procedures set forth in Section 7.19.1 through 7.19.4 of this Order, the time periods for completion of work to be performed under this Order that are affected by such a dispute shall be extended for a period of time not to exceed the actual time taken to resolve the dispute. The existence of such a dispute shall not excuse, toll, or suspend any other compliance obligation or deadline required pursuant to this Order except to the extent that such other compliance obligation or deadline is dependent upon the resolution of the matter that is the subject of dispute under this Order, in which case the time periods for completion of such other compliance obligation or deadline required pursuant to this Order that are affected by such a dispute shall be extended for a period of time not to exceed the actual time taken to resolve the dispute.

7.19.6. In the event that DOE desires to affirmatively challenge a decision made or an action taken against DOE by DTSC under this Order, DOE may commence a civil action in United States District Court, pursuant to 28 U.S.C. § 1345, for a determination of the parties' rights and obligations with respect to the dispute in question. In such

event, DTSC agrees not to request a transfer of such matter to State court on abstention or other grounds. Notwithstanding DOE's right to seek judicial relief pursuant to this Section, DTSC may alternatively elect to utilize its rights under Section 7.19.7 to initiate a legal action to obtain a declaration that DOE is required to perform the obligation that was the subject of the dispute resolution procedures in Section 7.19.1 through 7.19.4 above.

7.19.7. In the event that DTSC desires to enforce a decision it has made under this Order, an action it has taken against DOE under this Order, or DOE's failure or refusal to perform any obligation or requirement of this Order, DTSC initially shall file a civil action in state court, after which filing DOE agrees to timely remove the action to the applicable United States District Court pursuant to 28 U.S.C. § 1442(a)(1), and DTSC agrees not to petition for a remand or other transfer of such matter to state court.

7.19.8. Solely for purposes of resolving any dispute between DTSC and DOE relating to the requirements of this Order, and for no other purposes, DOE shall not contest DTSC's allegation that the Site is a facility that is currently operated by an agency of the United States (*i.e.* DOE) as set forth in Section 120(a)(4) of CERCLA, 42 U.S.C. § 9620(a)(4). DOE also agrees, solely for purposes of any potential enforcement of this Order, and for no other purposes, that DOE shall not contest DTSC's allegation that the standards and requirements in this Order are no more stringent than the standards and requirements that would be applicable to a similar facility operated by a private party.

7.19.9. Resolution of any dispute arising out of this Order, whether being sought informally, formally, or judicially, shall be based solely upon the obligations and

responsibilities of the Parties as expressly set forth in this Order. DTSC shall not assert that DOE is subject to or required to comply with Section 25359.20 of the California Health and Safety Code. DOE shall not assert any defenses based on either party's alleged lack of legal authority to agree to, or enforce, the terms herein, including, without limitation, a defense based on an alleged preemption by federal law of DTSC's authority to oversee and enforce the terms of this Order.

7.20. Force Majeure. DOE shall cause all work to be performed within the time limits set forth in this Order, unless an extension is approved by DTSC for good cause or performance delayed by events that constitute an event of *force majeure*. DOE shall make good faith efforts to avoid circumstances that could result in *force majeure* that could impact the completion of work pursuant to the time limits set forth in this Order. For purposes of this Order, an event of *force majeure* is an event arising from circumstances beyond the control of DOE that delays performance of any obligation under this Order, provided DOE has undertaken all appropriate planning and preventive measures to avoid any foreseeable circumstances. Increases in cost of performing the work required by this Order shall not be considered circumstances beyond the control of DOE. For purposes of this Order, events which constitute a *force majeure* shall include, without limitation, events such as acts of God, war, civil commotion, unusually severe weather, labor difficulties, shortages of labor, materials, or equipment, government moratorium or shutdown, delays in obtaining necessary permits due to action or inaction by third parties, restraint by court order, unavailability of appropriated funds, earthquake, fire, flood, or other casualty. DOE shall notify DTSC in writing promptly after DOE learns of the occurrence of the *force majeure* event. Such notification shall

describe the anticipated length of the delay, the cause or causes of the delay, the measures taken or to be taken by DOE to minimize the delay, and the timetable by which these measures shall be implemented. If DTSC agrees that DOE's delay, non-performance or non-compliance is attributable to a *force majeure* event, the time for performance of or compliance with the applicable obligation or requirement of this Order shall be extended as the parties agree is reasonably necessary to complete the obligation or requirement. If DTSC does not agree that the delay is attributable to a *force majeure* event, or the Parties do not concur on the amount of time to complete or fulfill the obligation or requirement affected by the *force majeure* event, the matter shall be subject to the dispute resolution procedures set forth above.

7.21. Schedule Changes. If DOE is unable to perform any activity or submit any document by the date specified in any schedule developed pursuant to this Order, including the date referenced in the AIP, due to delays by DTSC in completing its review of or response to submittals by DOE, upon DTSC's completion of such review of or response to such submittals, the schedule shall be automatically adjusted accordingly, unless DTSC and DOE agree to an alternative schedule, and the new schedule shall be incorporated by reference into this Order. In such event, the provisions of Section 7.18 (Penalties for Noncompliance) shall not apply to DOE's inability to perform any activity or submit any document under the original schedule; however, Section 7.18 (Penalties for Noncompliance) shall apply to the new schedule unless the schedule is revised pursuant to this Section 7.21 or Section 7.22.

7.22. Extension Requests. If DOE is unable to perform any activity or submit any document within the time required under any schedule developed pursuant to or in

this Order, including any schedule or deadline referenced in the AIP, DOE shall, prior to expiration of the time, request an extension of the time in writing. The extension request shall include a justification for the delay and the proposed new schedule. All such requests shall be in advance of the date on which the activity or document is due. If DTSC determines that good cause exists for an extension, it shall grant the request and specify a new schedule in writing. "Good cause" shall include, but shall not be limited to, delays in receiving any approvals, authorizations or permits that DOE is required to obtain from any federal, State or local agency so as to allow the work under this Order to be performed, as well as delays by DTSC in completing its review of and response to submittals by DOE to the extent that future deadlines specified in the schedule are impacted. DOE shall submit a revised schedule to DTSC for review and approval, which shall be incorporated by reference into this Order.

7.23. Parties Bound. This Order shall apply to and be binding upon DOE, and agents, employees, contractors, consultants, successors and assignees.

7.24. Other State Agencies. No provision of this Order is intended to, nor shall be construed to, interfere with or supersede the authority of any other State or any local agency.

7.25. Time Periods. Unless otherwise specified, time periods begin from the effective date of this Order and "days" means calendar days. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday or federal or State holiday, the period shall run until the next business day.

7.26. Severability. The requirements of this Order are severable. Should a provision or provisions of this Order be determined by a court to be ineffective, or

should a court determine that any federal or State law or regulation incorporated into, referenced in, or authorizing this Order is invalid or unenforceable in whole or in part, DOE shall comply with each and every remaining effective provision.

MODIFICATION

8.0. This Order may be modified by the mutual agreement of the parties. Any agreed modifications shall be in writing, shall be signed by both Parties, shall have as their effective date the date on which they are signed by DTSC, and shall be deemed incorporated into this Order.

TERMINATION AND SATISFACTION

9.0. The provisions of this Order shall be deemed satisfied upon the execution by the parties of an Acknowledgment of Satisfaction (Acknowledgment). DTSC shall prepare the Acknowledgment for DOE's signatories. The Acknowledgment shall specify that DOE has demonstrated to the satisfaction of DTSC that the terms of this Order including payment of DTSC's costs have been satisfactorily completed. The Acknowledgment shall affirm DOE's continuing obligation to preserve all records after the rest of the Order is satisfactorily completed.

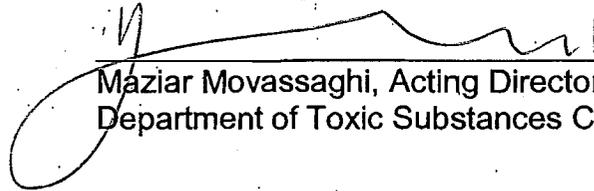
EFFECTIVE DATE

10.0. The effective date of this Order shall be the date on which the Order is signed by DTSC.

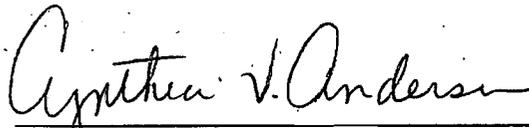
NO THIRD PARTY BENEFICIARY

11.0. The Parties to this Order agree that there are no third party beneficiaries to any of the terms and conditions contained in, or rights and obligations arising out of, this Order.

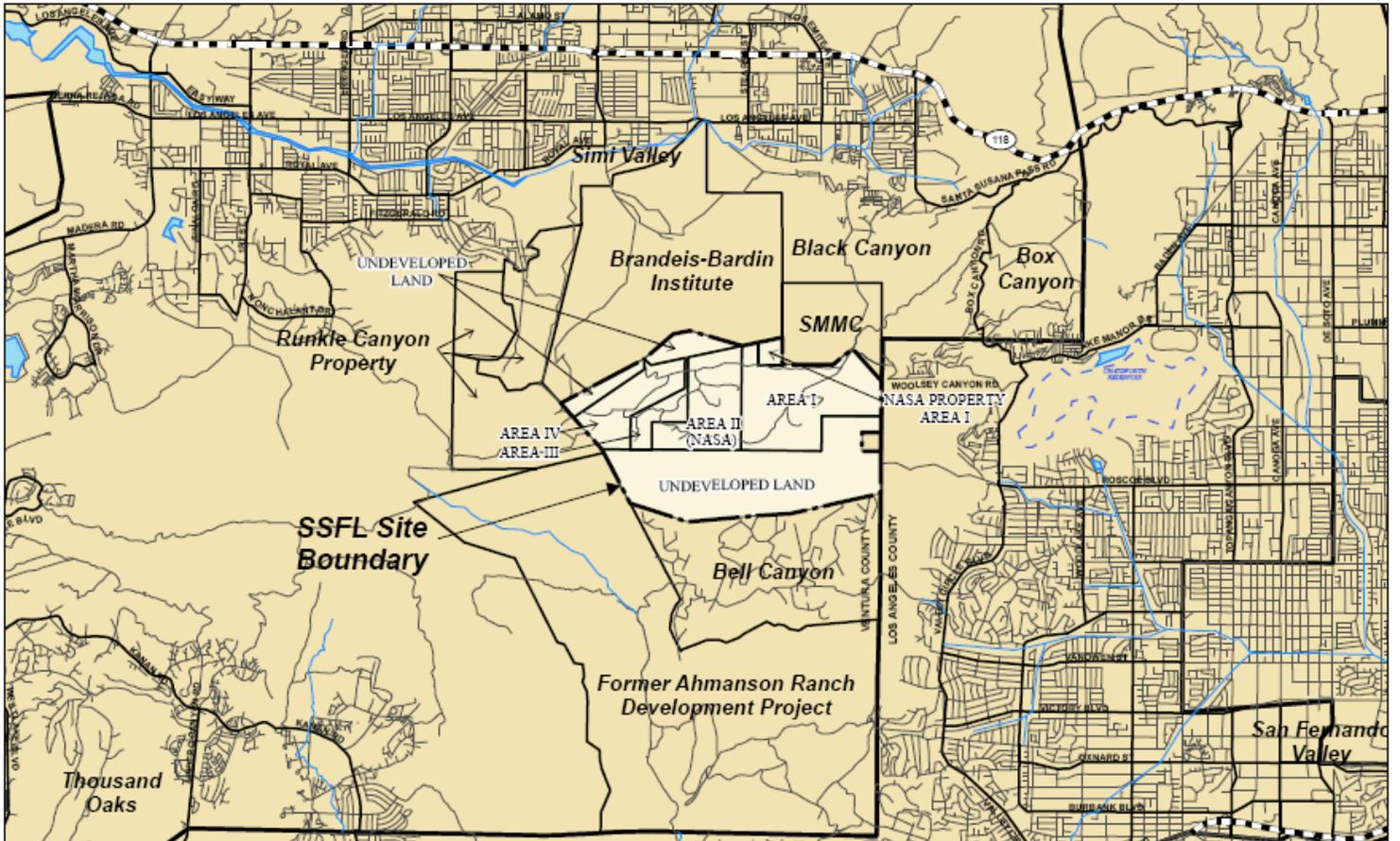
DATE: 12/6/10


Maziar Movassaghi, Acting Director
Department of Toxic Substances Control

DATE: 12/06/2010


Cynthia V. Anderson, Chief Operations Officer
United States Department of Energy

ATTACHMENT A
Santa Susana Field Laboratory
Regional Map



ATTACHMENT B

Final Agreement in Principle

JOINT SETTLEMENT FRAMEWORK

FINAL Agreement in Principle between The U.S. Department of Energy and the State of California Regarding Cleanup of Area IV of the Santa Susana Field Laboratory

SUMMARY: The end state of the site (the whole of Area IV and the Northern Buffer Zone) after cleanup will be background (i.e., at the completion of the cleanup, no contaminants will remain in the soil above local background levels), subject to any special considerations specified below.

- Clean up radioactive contaminants to local background concentrations. Possible exceptions (where unavoidable by other means):
 - The framework acknowledges that, where appropriate, DOE will engage in an Endangered Species Act (ESA) Section 7(a)(2) consultation with the U.S. Fish and Wildlife Service (FWS) over any species or critical habitat that may be affected by a federal action proposed to be undertaken herein on a portion of the site. Impacts to species or habitat protected under the Endangered Species Act may be considered as possible exceptions from the cleanup standard specified herein only to extent that the federal Fish and Wildlife Service, in response to a request by DOE for consultation, issues a Biological Opinion with a determination that implementation of the cleanup action would violate Section 7(a)(2) or Section 9 of the ESA, and no reasonable and prudent measures or reasonable and prudent alternatives exist that would allow for the use of the specified cleanup standard in that portion of the site.
 - The acceptance and exercise of any of the following exceptions is subject to DTSC's oversight and approval, and the resulting cleanup is to be as close to local background as practicable:
 - Detection limits for specific contaminants exceed the local background concentration, in which case the cleanup goal shall be the detection limits for those specific contaminants.
 - Native American artifacts that are formally recognized as Cultural Resources.
 - Other unforeseen circumstances but only to the extent that the cleanup cannot be achieved through technologically feasible measures. Under no circumstances shall exceptions for unforeseen circumstances be proposed in excess of five percent of the total soil cleanup volume.

- US EPA, in the course of conducting its radioactive contaminant background study, will determine local background levels and detection limits. Upon completion of the EPA led radiologic local background study, a “look-up” table of the radiologic cleanup levels will be prepared, which will include both local background concentrations as well as minimum detection limits for specific contaminants whose minimum detection limits exceed local background concentrations.
- Clean up chemical contaminants to local background concentrations
Possible exceptions (where unavoidable by other means):
 - The framework acknowledges that, where appropriate, DOE will engage in an Endangered Species Act (ESA) Section 7(a)(2) consultation with the U.S. Fish and Wildlife Service (FWS) over any species or critical habitat that may be affected by a federal action proposed to be undertaken herein on a portion of the site. Impacts to species or habitat protected under the Endangered Species Act may be considered as possible exceptions from the cleanup standard specified herein only to extent that the federal Fish and Wildlife Service, in response to a request by DOE for consultation, issues a Biological Opinion with a determination that implementation of the cleanup action would violate Section 7(a)(2) or Section 9 of the ESA, and no reasonable and prudent measures or reasonable and prudent alternatives exist that would allow for the use of the specified cleanup standard in that portion of the site.
 - The acceptance and exercise of any of the following exceptions is subject to DTSC’s oversight and approval, and the resulting cleanup is to be as close to local background as practicable:
 - Detection limits for specific contaminants exceed the local background concentration, in which case the cleanup goal shall be the detection limits for those specific contaminants.
 - Native American artifacts that are formally recognized as Cultural Resources
 - Other unforeseen circumstances but only to the extent that the cleanup cannot be achieved through technologically feasible measures. Under no circumstances shall exceptions for unforeseen circumstances be proposed in excess of five percent of the total soil cleanup volume.
- DTSC, in the course of overseeing and approving its chemical contaminant local background study, will determine local background levels and chemical detection limits (using methods that are consistent with EPA guidance on determining local background concentration values). Upon completion of the DTSC led chemical background study, a “look-up” table of the chemical cleanup levels will be prepared, which will include both local background concentrations as well as minimum

detection limits for specific contaminants whose minimum detection limits exceed local background concentrations.

- Residual concentrations “not to exceed” local background concentrations i.e., if during site survey efforts or during confirmatory sampling the level of any constituent detected in a soil sample is above local background levels, step-outs will be taken to delineate the contamination and removed; soil above local background will not be averaged with other soil. This process should not be inconsistent with any guidance that EPA may issue pertaining to the practice of implementing a not to exceed local background cleanup approach.
- Cleanup to local background means removal of soils contaminated above local background levels
 - No “leave in place” alternatives will be considered
 - No on-site burial or landfilling of contaminated soil will be considered
- Backfill/replacement soils must not exceed local background levels
 - Onsite soils that do not exceed local background may be used as backfill/replacement soils
 - Offsite soils that have been verified to not exceed local background levels may be used as backfill/replacement soils
 - Backfill/replacement soils that are acceptable for use shall be verified as follows:
 - U.S. EPA for radioactive contaminants
 - DTSC for chemical contaminants
- Disposal of contaminated soils:
 - Soils contaminated with radioactive contaminants above local background to licensed low-level radioactive waste (LLRW) disposal site or an authorized LLRW disposal facility at a DOE site
 - Soils contaminated with chemical contaminants above local background:
 - Hazardous wastes to licensed Class 1 hazardous waste disposal facilities only
 - Non-hazardous waste to licensed Class 2 or subtitle D compliant Class 3 disposal facilities only
 - Mixed wastes (with radioactive and hazardous constituents) to go to a site licensed for mixed wastes or an authorized mixed waste disposal facility at a DOE site
 - In addition to meeting the above disposal requirements, all soils must also meet the waste acceptance criteria for the receiving facility.
- EPA to carry out the following:

- U.S.EPA to provide split samples to DTSC for chemical contaminants as it samples for radioactive constituents during its Area IV and Northern Buffer Zone Survey work
- U.S.EPA to conduct post cleanup confirmatory radiation assessment in areas where cleanup was performed to verify completion of cleanup
- U.S.EPA to verify that backfill/replacement soils do not exceed local background for radioactive constituents.

- Radioactive contaminants investigation/data gaps
 - U.S.EPA is responsible for the investigation of radioactive contamination. Investigation reports related to radioactive contaminants previously prepared for and submitted by DOE will not require revision – U.S.EPA’s survey efforts will be sufficient for determining the nature and extent of radioactive contamination and areas requiring cleanup of radioactive materials within Area IV and Northern Buffer Zone.
 - U.S.EPA, in the course of conducting its radioactive contaminant survey, will determine where onsite levels exceed local background within Area IV and Northern Buffer Zone.

- Chemical investigation/data gaps
 - Where EPA is already taking samples for radiologic contaminants as part of its Area IV and Northern Buffer Zone survey work, DTSC will arrange for analysis of split samples (paid for by DOE)
 - In addition to the split samples from U.S.EPA, in areas where DTSC determines that additional likely chemical contamination is expected, DOE, upon DTSC request, will provide additional information that is existing or readily available for purposes of assisting DTSC in focusing additional investigation efforts, and will conduct additional investigation, under DTSC direction and oversight, consistent with local background/detection limit data quality objectives and measurement sensitivity. In carrying out additional chemical investigation, DOE will not be required to revise investigation reports related to chemical contaminants previously prepared for and submitted by DOE.
 - DTSC, in the course of overseeing and approving the chemical contaminant investigation work, will determine where onsite levels exceed local background.

- Development of risk assessments will not be required.

- As identified by EPA in its rad survey and by DTSC as part of the investigation of chemical contaminants, DOE will remediate the areal extent of any contiguous radiologic or chemical contamination of soil that emanates from within Area IV even to the extent that it migrates beyond

the boundaries of Area IV or the Northern Buffer Zone, within or without the SSFL boundaries.

- Following completion of the characterization studies by EPA and DTSC, DOE will develop a remedial action implementation work plan that describes the Area IV and Northern Buffer Zone cleanup activities. The remedial action implementation work plan will be subject to DTSC review and approval.
- Scheduled completion of soils cleanup remains as 2017
- DOE's commitment to cleanup to local background applies to soils and not to groundwater at the site. Investigation and remediation of groundwater will be separately addressed, and provisions related to investigation and remediation of groundwater will be incorporated into a final agreement.
- Characterization and cleanup (for both chemicals and radiologic contaminants) of both soils and groundwater are subject to DTSC approval.
- Final agreement between DOE and California, and the cleanup obligations within that agreement, will be legally binding and enforceable.
- DTSC work to be fully funded by DOE.
- DTSC will conduct a public participation process to receive public input regarding the agreement prior to its finalization. This process will include a formal comment period and may include public meetings or discussions.
- This framework concerns SSFL Area IV and Northern Buffer Zone only and is between the Department of Energy and the State of California represented by the Department of Toxic Substances Control and the California Environmental Protection Agency. The framework is based upon the unique circumstances of Area IV and Northern Buffer Zone, including the nature of the releases of hazardous and radioactive contamination that have occurred at Area IV and Northern Buffer Zone. This framework does not establish precedent and shall not be used as precedent for any other agreement for any other area within the SSFL.

ATTACHMENT C

**CONFIRMATION PROTOCOL
“NOT TO EXCEED”
BACKGROUND CLEANUP STANDARD**

**CONFIRMATION PROTOCOL
“NOT TO EXCEED”
BACKGROUND CLEANUP STANDARD FOR SOILS**

This presents the post-cleanup confirmation sampling that will be used to confirm completion of cleanup activities at the Santa Susana Field Laboratory (“SSFL”).

OBJECTIVE

The objective of the post- cleanup confirmation sampling and analysis plan is to confirm that residual concentrations of radiological and chemical contaminants of concern are “not to exceed” local background concentrations. The implementation of this protocol after cleanup has been completed is to assure that the end state of the site (the whole of Area IV and the Northern Buffer Zone) after cleanup will be background (i.e., at the completion of the cleanup, no contaminants remain in the soil above local background levels), subject to any special considerations specified in the agreement executed between U.S. Department of Energy (DOE) and the State of California (the “final agreement”). Sample collection and data analysis shall be consistent with field sampling plans and quality assurance/quality control plans for the U.S. Environmental Protection Agency (USEPA’s) Radiological Background Study, California Department of Toxic Substances Control (DTSC) Chemical Background Study, and USEPA’s Radiological Study for Area IV/Northern Buffer Zone (NBZ).

RADIOLOGICAL AND CHEMICAL CLEANUP LEVELS

Radiological Contaminants

Per the final agreement, USEPA, in the course of conducting its radioactive contaminant background study, will determine local background levels and detection limits. Upon completion of the USEPA Radiological Background Study, a table of the radiological background levels will be prepared by USEPA, which will include both local background concentrations as well as minimum detection limits for specific contaminants whose minimum detection limits exceed local background concentrations. DTSC will use USEPA’s radiological background levels as the “Look-up” Table values for the radiological cleanup levels.

Chemical Contaminants

Per the final agreement, DTSC, in the course of overseeing and approving its chemical contaminant local background study, will determine local background levels and chemical detection limits (using methods that are consistent with USEPA guidance on determining local background concentration values). Upon completion of the DTSC Chemical Background Study, a “Look-Up” Table of the chemical cleanup levels will be prepared, which will include both local background concentrations as well as minimum detection limits for specific contaminants whose minimum detection limits exceed local background concentrations.

CONFIRMATION SAMPLING PROTOCOL

Look-up Table Comparisons

The concentrations of radiological and chemical contaminants of concern observed in the confirmation samples will be compared directly to the concentrations listed in the “Look-up” Tables of radiological and chemical cleanup levels. The “Look-up” levels cannot be exceeded by any sample. The analytical result level shall be the number that the laboratory reports, not including (i.e. not adding or subtracting) the standard deviation (analytical error)¹. Analytical methodologies shall be consistent with the USEPA Radiological Background Study (for radionuclides) and DTSC’s Chemical Background Study (for chemicals) Quality Assurance Project Plans (QAPPs).

When an area has been impacted by and soil removed due to the presence of multiple contaminants, all relevant Look-up Table levels will apply.

Uranium, radium, and thorium may occur naturally at SSFL and may accumulate in drainages. In the absence of an upgradient source, methods to determine whether levels of these constituents in drainages exceed background shall be addressed in site-specific plans.

Sampling Methodology and Results Verification

For purposes of this protocol, discrete samples will be collected and analyzed. Discrete sample collection for radionuclide testing shall be in accordance with MARSSIM. Individual discrete samples may be homogenized in accordance with the approved QAPP. Composite sampling techniques will not be used for confirmation purposes or backfill acceptance testing. Individual confirmation sample results will be compared to Look-up Table values. If the result is above the Look-up Table value, two options may be pursued: 1) the suspect sample may be reanalyzed to verify its accuracy either with a longer count time (for radionuclides) or increased precision (radiation or chemical); or 2) additional soil may be excavated and additional confirmation samples taken as described below. In consultation with the USEPA Technical Advisor, DTSC will determine the best option available when presented with confirmation sampling results that exceed Look-up Table values.

For each source area that requires cleanup, analytical test methods during confirmation sampling shall include all contaminants within the analytical suite associated with the contaminants of concern identified for that source area. For radionuclides, the analytical suites shall be the same as those used by USEPA in its Area IV/NBZ Radiological Study.

¹ Federal Register/Vol. 65. No. 236/Thursday, December 7, 2000/Rules and Regulations, page 76727 paragraph 5 (Interpretation of Analytical Results).

If any individual confirmation sample result is determined to be greater than the Look-up Table concentrations, additional soil will be excavated from the area surrounding the point from which the confirmation sample was taken and additional confirmation samples will then be collected to confirm that remaining concentrations are below the Look-up Table values.

CONFIRMATION SAMPLE LOCATIONS

Confirmation samples will be collected as follows:

Random Samples

A set of statistically derived random points will be sampled from an area where soil has been excavated to confirm that enough soil has been excavated to meet the goal of the cleanup to background. A number of discrete points will be sampled in accordance with the soil confirmation sampling plan prepared and implemented by USEPA.

Targeted Samples

Targeted samples may be collected from an area where soil has been excavated as specified by DTSC in consultation with the USEPA Technical Advisor. The number and location of targeted confirmation samples will be determined by DTSC in consultation with the USEPA Technical Advisor based on their best professional judgment as informed by their knowledge of the site-specific conditions and their observations of soil lithology, visual observations, and location of previous soil contamination that has been removed.

BACKFILL/REPLACEMENT SOILS CONFIRMATION PROTOCOL

Backfill/replacement soils may be from onsite or offsite locations, with a preference for onsite locations. For purposes of this protocol, "onsite" locations are those within the geographic boundaries of the SSFL site.

Backfill/replacement soils will be verified as acceptable for use pursuant to a sample and analysis plan prepared and implemented by USEPA, testing for chemical and radiological constituents and using analytical methodologies proposed by USEPA and consistent with this protocol. For any constituent for which there is no Look-up Table value, USEPA shall propose and DTSC shall approve the acceptable level for that constituent. DOE shall identify the potential backfill source locations and USEPA shall test each potential backfill source location in accordance with its plan.

For backfill soils from the Santa Susana Field Lab, the relevant Look-up Table shall be for the geologic formation from which the backfill soils were obtained. If

such soils are approved by DTSC as acceptable, they may be used as backfill at any location within Area IV and the NBZ. For backfill soils obtained from outside the Santa Susana Field Lab, the relevant Look-up Table shall be for the formation to which the backfill soils are to be placed.

If an onsite or offsite source of backfill soils that achieves all Look-up Table values cannot be reasonably found, then DTSC, DOE and USEPA shall enter a consultation process and DTSC shall determine the best available source of backfill.

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Facility _____

Building Number _____

Contractor and Incumbent will conduct a walk-thru of the building and confirm/note condition of building systems. Attach any additional notes to this form. Upon completion representatives will sign this form.

Security Systems – doors, locks, alarms, windows

Electrical – service equipment, subpanels, disconnect

Plumbing – piping, fixtures, disconnect

HVAC – equipment, ducting, controls

Fixtures – restroom, kitchen, laboratory

Finishes – flooring, walls, ceilings

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SECTION C – PWS: Appendix 9 – Boeing Facility Transfer Checklist

Furnishings -

Other Systems or special equipment

Incumbent Representative signature

Contractor Representative signature

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 SECTION C – PWS: Appendix 10 – List of Required Permits

ETEC Permit Information			
Permit Name	Responsible Agency/ Type of Permit	Description	Required Action
RMHF RCRA Part A	California EPA/Class I	Permit is needed to operate this RCRA permitted facility to perform waste handling and analysis, monitoring, record keeping, and reporting.	Contractor will be expected to complete permit application, Part A.
HWMF RCRA Part A	California EPA/Class I	Permit is needed to operate this RCRA permitted facility to perform hazardous waste operations, which will include handling and analysis, monitoring, record keeping, and reporting.	Contractor will be expected to complete permit application, Part A.
CUPA Haz Waste Generator	Ventura County/ certified unified program agency.	Permit for Hazardous Waste Generators (RCRA)	Contractor will be expected to complete permit application.
Ventura County Air Permit	Ventura County Air Pollution Control District	Permit to regulate air emissions.	Annual update required.
CARB Off-Road Diesel Vehicle Permit	CA EPA Air Resources Board	A permit to use off road diesel engines on site.	No expiration date identified. Contractor will be expected to complete permit for diesel operations.
Hazardous Materials certificate of registration	Department of Transportation	A requirement to register with the DOT per 49CFR Part 107, Subpart G.	Contractor will be expected to complete registration with DOT.

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SECTION C – PWS: Appendix 11 – DOE ETEC Transportation Plan

DOE/ETEC Transportation Plan

October 2013

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SECTION C – PWS: Appendix 11 – DOE ETEC Transportation Plan

1.0 BACKGROUND

This Transportation Plan defines the methods used to control traffic by tractor-trailers or a combination of a straight truck and trailer, supporting day-to-day operations, such as groundwater management or demolition activities at Santa Susana Field Laboratory (SSFL) on behalf of either the U.S. Department of Energy (DOE) or DOE contractors, located in unincorporated Simi Valley, Ventura County, California.

2.0 PURPOSE AND OBJECTIVE

The purpose of this Transportation Plan is to communicate the established protocols and responsibilities associated with transportation activities for DOE and minimize potential health, safety, and environmental risks that may result from activities at SSFL. All transportation activities shall be performed in accordance with applicable federal, state, and local laws, regulations, and ordinances.

3.0 REQUIREMENTS OF TRANSPORTERS

Transporters shall be selected based on their performance and the Federal Motor Carrier Safety Administration Safety and Fitness Electronic Records (SAFER) System. The selected transporters shall be qualified, fully licensed, and insured for the materials being transported. For transportation of hazardous wastes, the selected transporter shall also be a registered hazardous waste hauler.

RCRA or California-hazardous wastes shall be placed in closed-top transport bins or other DOT-approved containers and transported by truck in accordance with applicable transport regulations.

Prior to leaving the SSFL, non-hazardous waste shall be wrapped and covered with a tarp completely extending over the truck bed. Trucks shall be decontaminated by dry-brushing or other approved methods prior to leaving the staging/loading areas to prevent track out.

4.0 TRANSPORTATION ROUTES

Transportation of wastes shall occur on arterial streets and/or freeways, approved for truck traffic, to minimize any potential impact on the local neighborhoods. No stopping along Woolsey Canyon Road is permitted, except in designated turnouts, unless an emergency situation exists. Under no circumstances will Black Canyon Road be used for truck traffic. This road is not suitable for truck traffic.

The recent traffic study completed by a DOE contractor has shown the turn on Valley Circle to be a problem spot for the heavy trucks that will use the road daily due to narrow turn clearance, and the truckers shall use caution in transporting debris and waste in this area.

5.0 TRAFFIC CONTROL AND LOADING PROCEDURES

Trucks shall be dispatched from SSFL at set intervals to avoid traffic problems along Woolsey Canyon Road, the significant local traffic bottleneck at the bottom of the hill. Truck traffic will be restricted to

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SECTION C – PWS: Appendix 11 – DOE ETEC Transportation Plan

the hours of 6:00am to 4:00pm (trucks shall not arrive at SSFL before 6:00am) and will be staggered to allow 12 round trip truckloads per day. The DOE truck traffic shall have to coordinate with Boeing and NASA, as they will also be transporting up to 12 round trips per day, to limit disruption to the local community that lives close to the site. Other times of travel shall be avoided as much as possible. However, certain activities may require shipping activities between 4:00pm and 7:00pm.

Although truck drivers shall be instructed to approach the SSFL at the prescribed intervals to minimize congestion and wait times, there is always the possibility that some trucks may approach the SSFL ahead of time. Drivers are expected to obey the rules of the road and the posted signage at all times; compliance with these requirements is mandatory. Failure to comply with these requirements may result in revoking drivers' access to the facility.

A copy of the SSFL trucking instructions, shown in Appendix A, shall be provided to all tractor trailer drivers when they sign in at the gate to communicate the requirements of this plan. In addition, the Contractor and field coordinators shall take the necessary actions to implement compliance with this plan.

6.0 VEHICLE INSPECTIONS

All vehicles subject to this plan are also subject to the requirements of the Federal Motor Carrier Safety Regulations and the California Highway Patrol Regulations (Title 13, Section 1215) pertaining to motor carriers. Each of these regulations require the motor carrier to have in place a program that documents daily vehicle inspection records attesting to the roadworthiness of the vehicle.

7.0 SHIPMENT DOCUMENTATION

The characteristics of the waste shall be determined prior to transportation offsite. Hazardous waste manifests, non-hazardous waste manifests, or bills of lading shall be provided to the trucking companies as shipping document depending on the type of material being transported.

8.0 RECORDKEEPING

A copy of the shipping document for each truckload shall be maintained by the contractor. Records shall be maintained of the waste transportation operations and in accordance with record retention requirements mandated by State and Federal regulations.

9.0 HEALTH AND SAFETY

All tractor trailer drivers are subject to the Contractor's Worker Safety and Health Plan while on the SSFL site. Site workers shall be properly trained in hazardous waste operations in accordance with 29 CFR 1910.120 and CCR Title 8 Section 5192. Drivers shall not be permitted to assist in loading operations.

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Appendix A

SSFL Trucking Instructions

Trucking Instructions for Santa Susana

It is DOE's goal to cooperate with the homeowners adjacent to our property in Ventura County and along the access road, Woolsey Canyon Road, in Los Angeles County. As such, the following requirements have been established.

This goal applies to all Class A Trucks, defined as follows:

- A **Class A truck** is any combination of vehicles with a GVWR of 26,001 lbs (11,793 kg) or more pounds, provided the GVWR of the vehicle(s) being towed is in excess of 10,000 pounds (4536 kg)

You are expected to obey the rules of the road and the posted signage at all times.

Your cooperation with these requirements is mandatory. Failure to comply with these requirements may result in revoking your access to the facility.

Tractor-Trailers Arriving at Santa Susana

Permit loads shall be coordinated with the assigned Boeing Field Coordinator 48-hours in advance of arrival.

Drivers will leave sufficient space between vehicles to permit homeowners to enter or leave their properties.

Drivers will use the turnouts along Woolsey Canyon Road to allow motorists to pass.

Tractor-Trailers Departing Santa Susana

Drivers shall follow the direction of the Field Coordinator to ensure that transportation plan requirements are met.

Drivers shall not depart earlier than 7:00 am and not later than 4:00 pm, without specific concurrence from Boeing.

Drivers shall cover all end dumps and roll off trucks containing debris (e.g. concrete, soil, asphalt, metals) before leaving the truck scale area.

Departures for tractor-trailers shall be scheduled in such a manner that a minimum five minute gap occurs between each vehicle leaving the site

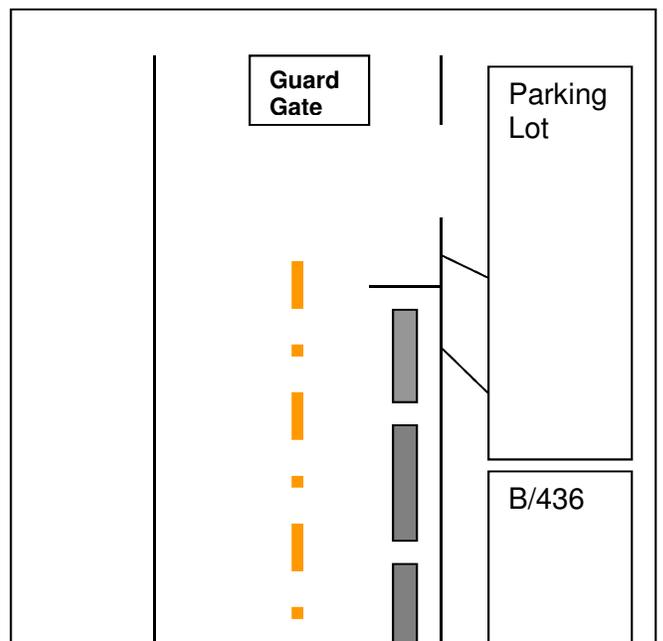
(unless a specific instruction is given indicating another time). Queuing will be in accordance with sketch to the right (behind the line painted on the ground).

Do not block the intersection or the entrance to Building 436.

To minimize noise impacts, drivers shall not use engine brakes, except when necessary.

Drivers shall use the area outside the gate to check their brakes if necessary but not to wait for other drivers.

Drivers shall not convoy through or spend the night in the adjacent neighborhoods.



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 SECTION C – PWS: Appendix 12 –ETEC Interface Matrix

ETEC Interface Matrix

The following matrix depicts the major area responsibilities for various contractors and agencies at the Santa Susana Field Laboratory.

Name	Area of Responsibility	Period of Performance
Responsible Parties		
The Boeing Company	Property owner of Area IV and Northern Buffer Zone	On-going through site cleanup and closure
	Maintains SSFL site security	
	Maintains emergency response	
	Responsible for characterization and cleanup of Areas 1 and 3 under the 2007 Consent Order	
NASA	Responsible for characterization and cleanup of Area 2 and LOX portion of Area I under their 2010 Administrative Order on Consent and groundwater under 2007 Consent Order	On-going through site cleanup and closure
Contractors to DOE		
Contractor to DOE— CDM Major Sub-contractor--SAIC	Characterization of soil	January 2008 to September 2015
	Characterization of groundwater	
	Preparation of Environmental Impact Statement	
	Preparation of Chemical Data Summary Report	
	Preparation of Soil Remedial Action Implementation Plan	
Regulators		
Department of Toxic Control (DTSC)	Administers 2007 Consent Order and 2010 Administrative Order on Consent	On-going through site cleanup and closure
	Final regulatory approval for all actions for site characterization, plans for remediation, and remedial actions	
Los Angeles Regional Water Quality Board	Regulator in charge of the NPDES surface water permit requirements for Boeing and	On-going through site cleanup and closure

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SECTION C – PWS: Appendix 12 –ETEC Interface Matrix

	NASA	
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SECTION D

PACKAGING AND MARKING

The specific Section D clauses of the ID/IQ Basic Contract applicable to this task order are listed below and are hereby incorporated by reference:

D.1 HQ-D-1001 PACKAGING (APR 1984)

D.2 EMCBC-D-1001 MARKING (APR 1984)

SECTION E

INSPECTION AND ACCEPTANCE

The specific Section E clauses of the ID/IQ Basic Contract applicable to this task order are listed below and are hereby incorporated by reference:

E.1 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)

E.2 EMCBC-E-1001 INSPECTION AND ACCEPTANCE

E.4 FAR 52.246-4 INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)

In addition, the following clauses will apply to this task order:

E.101 FAR 52.246-13 INSPECTION—DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996)

SECTION F

DELIVERIES OR PERFORMANCE

The specific Section F clauses of the ID/IQ Basic Contract applicable to this Task Order are listed below and are hereby incorporated by full text and/or reference:

F.1 DOE-F-1002 PLACE OF PERFORMANCE - SERVICES

The place of performance is:

U.S. Department of Energy
Energy Technology Engineering Center (ETEC)
Santa Susana Field Laboratory (SSFL)
Area IV and Northern Buffer Zone
Ventura County, California

The Task Order work areas are within Area IV and the Northern Buffer Zone of the SSFL.

F.2 EMCBC-F-1001 DELIVERY SCHEDULE

Section J, Attachment J-B, Task Order Deliverables/Submittals summarizes the specific products the Contractor shall submit to DOE, the type of action DOE will perform, and the date/timeframe within which the Contractor shall deliver the specified product. Section J, Attachment J-B, does not include all deliverables identified in the Task Order, DOE directives, federal regulations, or regulatory documents.

NOTE: Attachment J-B is a list of deliverables. If any deliverable required by any provision/clause/directive of the Task Order is not listed in Attachment J-B, this 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.

F.4 FAR 52.242-15 STOP-WORK ORDER (AUG 1989)

F.5 FAR 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

In addition, the following special provisions will apply to this Task Order:

F.101 PERIOD OF PERFORMANCE

CLIN 00001: The transition period shall last for three months or less from the date of issuance of the Notice to Proceed (NTP).

Transition Period: 0 through 3 months from NTP*

*The first day of the transition period will be the date of the issuance of the NTP.

CLINS 00002 – 00007: The base period of the Task Order (CLINs 00002 through 00004) shall be for three years from the end of the transition period. One option period, if exercised, will extend the term of the Task Order (CLINs 00005 through 00007) by two years as follows:

Base Period: 4 through 39 months from NTP*
Option Period: 40 through 63 months from NTP*

*The first day of the transition period will be the date of the issuance of the NTP.

CLINS 00008 – 00010: The period of performance dates for each of the D&D option CLINs 00008 through 00010 shall be stated within each Task Order modification that exercises the specific D&D option CLIN(s). The D&D option CLINs are organized per facility D&D effort and shall be performed in the following sequential order: first CLIN 00008, then CLIN 00009 and lastly CLIN 00010. CLIN 00010 for RMHF shall be the last D&D work scope activity performed under the Task Order. The D&D options may be exercised at any time after January 1, 2016 and may be exercised concurrently during the Task Order period of performance based upon funding and necessary regulatory approvals. The Contractor shall provide a completion schedule in terms of number of months for each D&D CLIN below consistent with their proposed technical approach:

CLIN 00008: **10** months
CLIN 00009: **16** months
CLIN 00010: **15** months

All D&D options CLINs 00008 – 00010 shall be completed by September 30, 2019.

F. 102 EXERCISE OF OPTIONS

In accordance with Section I clause, FAR 52.217.9 “Option to Extend the Term of the Contract” (Mar 2000), the Department of Energy has included option CLINS 00005 through 00007 to extend the term of this Task Order. In order to demonstrate the value it places on quality performance, the DOE has provided a mechanism for continuing a contractual relationship with a successful Contractor that performs at a level which meets or exceeds quality performance expectations as communicated to the Contractor, in writing by the Contracting Officer or designated representative. When deciding whether to exercise the option(s), the Contracting Officer may consider: (1) the quality of the Contractor’s performance under this Task Order; (2) if sufficient funding is available; (3) whether the requirement covered by the option fulfills an existing Government need; (4) whether the exercise of the option is the most advantageous method of fulfilling the

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Government's need, price and other factors considered; and (5) if the option was synopsisized in accordance with FAR Part 5 unless exempted by [5.202](#)(a)(11) or other appropriate exemptions in [5.202](#). The option(s) will not be exercised if the Contractor is listed on the Excluded Parties List System (EPLS).

SECTION G

CONTRACT ADMINISTRATION DATA

The specific Section G clauses of the ID/IQ Basic Contract applicable to this task order are listed below and are hereby incorporated in full text and/or by reference:

- G.2 DOE-G-1010 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES**
- G.3 EMCBC-G-1001 BILLING INSTRUCTIONS - ALT I**
- G.4 EMCBC-G-1002 OBSERVANCE OF LEGAL HOLIDAYS**
- G.6 EMCBC-G-1004 DESIGNATED CONTRACTING OFFICER'S REPRESENTATIVE (DCOR)**

The DCOR for this Task Order is:

John B. Jones
US Department of Energy
Engineering Technology Engineering Center
P.O. Box 10300
Canoga Park, CA 91309
Email: john.jones@emcbc.doe.gov
Office: (818) 466-8959

Specific duties and responsibilities of the DCOR are those delegated in the Contracting Officer's Representative Delegation for this task order and listed under the Technical Direction clause 952.242-70 in Section I.

- G.7 EMCBC-G-1005 CORRESPONDENCE PROCEDURES**
- G.9 EMCBC-G-1005 DEFINITIONS**

In addition, the following special provisions will apply to this task order:

G.101 GOVERNMENT CONTACT FOR TASK ORDER 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

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matters may be referred to the DCOR and a copy of all communications provided to the DCO. The DCO's name and address is as follows:

Designated Contracting Officer – Lori Sehlhorst
U. S. Department of Energy
Environmental Management Consolidated Business Center
250 E 5th Street Suite 500
Cincinnati, Ohio 45202

Ph: 513-744-0989

Email: lori.sehlhorst@emcbc.doe.gov

SECTION H

SPECIAL CONTRACT REQUIREMENTS

The specific Section H clauses of the ID/IQ Basic Contract applicable to this Task Order are listed below and are hereby incorporated by reference and/or full text:

- H.1 DOE-H-1051 CONSECUTIVE NUMBERING (MAY 2009)**
- H.3 DOE-H-1001 OMBUDSMAN ALT I**
- H.5 DOE-H-1004 NO THIRD PARTY BENEFICIARIES**
- H.6 DOE-H-1005 WORKER'S COMPENSATION INSURANCE**
- H.8 DOE-H-1024 ALTERNATIVE DISPUTE RESOLUTION (ADR)**
- H.9 DOE-H-1032 RELEASE OF INFORMATION**
- H.10 EMCBC-H-1001 CONSERVATION OF ENERGY AND FUEL**
- H.11 EMCBC-H-1002 ADDITION AND ALTERATIONS TO IMPLEMENT EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT AND ITS IMPLEMENTING INSTRUCTIONS**
- H.12 EMCBC-H-1003 CONFIDENTIALITY OF INFORMATION**
- H.13 EMCBC-H-1004 MODIFICATION AUTHORITY**
- H.14 EMCBC-H-1005 ORDERING PROCEDURES**
- H.15 EMCBC-H-1006 MAJOR OR CRITICAL SUBCONTRACTS – DESIGNATION AND CONSENT**
- H.19 EMCBC-H-1010 RESPONSIBLE CORPORATE OFFICIAL**
 - (a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work performed under each individual Task Order. The Program Manager shall provide the single point of contact between the Contractor and the DCOR under each individual Task Order.
 - (b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the DCOR may issue within the terms and conditions of each

individual Task Order.

H.20 EMCBC-H-1011 TASK ORDER ADMINISTRATIVE INFORMATION

H.21 EMCBC-H-1012 SECURITY

H.23 EMCBC-H-1014 REQUIRED INSURANCE AND BONDS

- (a) Contractor's Liability Insurance. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below by which may arise out of or result from the Contractor's operations under the Task Order and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- (1) Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
 - (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
 - (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
 - (4) Claims for damages insured by usual personal injury liability coverage;
 - (5) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - (6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - (7) Claims for bodily injury or property damage arising out of completed operations; and,
 - (8) Claims involving contractual liability insurance applicable to the Contractor's obligations.
- (b) The insurance required by this clause shall be written for not less than limits of liability specified in the Task Order or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.
- (c) Certificates of insurance acceptable to the DCO shall be filed with the DCO prior to commencement of the Work. These certificates and the insurance policies required by this paragraph shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the DCO. If any of the foregoing insurance coverages are required to

remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

(d) Performance Bond and Payment Bond

- (1) When required by the Task Order, the Contractor shall acquire and provide to the DCO proof of a performance bond or payment bond of obligations to subcontractors, satisfactory to the DCO.
- (2) Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Task Order, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

- (e) The Contractor agrees to insert the substance of this clause in all subcontracts placed under the individual Task Order.

H.24 EMCBC-H-1015 DISPUTES

H.28 EMCBC-H-1019 DEPARTMENT OF LABOR WAGE DETERMINATIONS

H.29 EMCBC-H-1020 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS

H.30 EMCBC-H-1021 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES

H.31 EMCBC-H-1022 CONTRACTOR PRESS RELEASES

H.32 EMCBC-H-1023 LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2009)

H.34 EMCBC-H-1025 DISPOSITION OF INTELLECTUAL PROPERTY

H.36 TASK ORDERS ISSUED BY DOE PRIME CONTRACTORS

H.37 IMPLEMENTING THE PRICE-ANDERSON AMENDMENTS ACT OF 2005

NUCLEAR HAZARDS INDEMNITY AGREEMENT

- (a) Authority. This clause is incorporated into this Task Order pursuant to the

authority contained in subsection 170d. of the Atomic Energy Act of 1954, as amended (hereinafter called the Act.)

- (b) Definitions. The definitions set out in the Act shall apply to this clause.
- (c) Financial protection. Except as hereafter permitted or required in writing by DOE, the Contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the Contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the Contractor by DOE.
- (d)
- (1) Indemnification. To the extent that the Contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the Contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause; and (ii) such legal costs of the Contractor and other persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170d. of the Act, as that amount may be increased in accordance with section 170t., in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or \$500 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this Task Order.
- (2) The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.
- (e)
- (1) Waiver of Defenses. In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the Contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.
- (2) In the event of an extraordinary nuclear occurrence which:
- i. Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or

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- ii. Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or
- iii. Arises out of or results from the possession, operation, or use by the Contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the Task Order activity; or
- iv. Arises out of, results from, or occurs in the course of nuclear waste activities, the Contractor, on behalf of itself and other persons indemnified, agrees to waive:

(A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to:

- 1. Negligence;
- 2. Contributory negligence;
- 3. Assumption of risk; or
- 4. Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;

(B) Any issue or defense as to charitable or governmental immunity; and

(C) Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.

- v. The term extraordinary nuclear occurrence means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR part 840.

- vi. For the purposes of that determination, "offsite" as that term is used in 10 CFR part 840 means away from "the contract location" which phrase means any DOE facility, installation, or site at which contractual activity under this Task Order is being carried on, and any contractor-owned or controlled facility, installation, or site at which the contractor is engaged in the performance of contractual activity under this Task Order.

(3) The waivers set forth above:

- i. Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;
- ii. Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;
- iii. Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;
- iv. Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;
- v. Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;
- vi. Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;
- vii. Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and
- viii. Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (A) the limit of liability provisions under subsection 170e. of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.

- (f) Notification and litigation of claims. The Contractor shall give immediate written notice to DOE through its Contracting Officer of any known action or claim filed or made against the Contractor or other person indemnified for public liability as defined in paragraph (d)(2). Except as otherwise directed by DOE, the Contractor shall furnish promptly to DOE, copies of all pertinent papers received by the contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the Contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to (1) require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and (2) appear through the Attorney General on behalf of the Contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE, the Contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.
- (g) Continuity of DOE obligations. The obligations of DOE under this clause shall not be affected by any failure on the part of the Contractor to fulfill its obligation under this Task Order and shall be unaffected by the death, disability, or termination of existence of the Contractor, or by the completion, termination or expiration of this Task Order.
- (h) Effect of other clauses. The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this Task Order, including the clause entitled Contract Disputes, provided, however, that this clause shall be subject to the clauses entitled Covenant Against Contingent Fees, and Accounts, records, and inspection, and any provisions that are later added to this Task Order as required by applicable Federal law, including statutes, executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.
- (i) Civil penalties. The Contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to section 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders. If the Contractor is a not-for-profit contractor, as defined by section 234Ad.(2), the total amount of civil penalties paid shall not exceed the total amount of fees paid within any 1-year period (as determined by the Secretary) under this Task Order.
- (j) Criminal penalties. Any individual director, officer, or employee of the Contractor or of its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to criminal penalties, pursuant to section 223(c) of the Act,

for knowing and willful violation of the Atomic Energy Act of 1954, as amended, and applicable DOE nuclear safety-related rules, regulations or orders which violation results in, or, if undetected, would have resulted in a nuclear incident.

- (k) Inclusion in subcontracts. The Contractor shall insert this clause in any subcontract which may involve the risk of public liability, as that term is defined in the Act and further described in paragraph (d)(2) above. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.
- (l) Effective Date. This Task Order was awarded on or after August 8, 2005 and at Task Order award contained the clause at DEAR 952.250-70 (JUN 1996) or prior version. That clause has been deleted and replaced with this clause. The Price-Anderson Amendments Act of 2005, described by this clause, control the indemnity for any nuclear incident that occurred on or after August 8, 2005. The Contractor's liability for civil penalties for violations of the Atomic Energy Act of 1954 under this Task Order is described by paragraph (i) of this clause.

H.38 REPORT AND APPROVAL REQUIREMENTS FOR CONFERENCE RELATED ACTIVITIES

In addition, the following special provisions will apply to this Task Order:

H.101 RESERVED

H.102 TASK ORDER OVERSIGHT

The Contractor shall expect routine surveillance and observation of work performed to the task requirements by DOE personnel and shall correct violations of laws, regulations, permits, Radiological Protection Plan, Worker Safety & Health Program, upon discovery, within one working day. The Contractor shall correct all other deficiencies within five working days. Suggestions for the improvement of contractually mandated work shall be enacted upon mutual agreement between the Contractor and the DCO or DCOR. The Contractor shall provide logistical support to facilitate conducting oversight activities on an as-needed basis, at the discretion of the DCOR.

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 fundamental areas of oversight that may be conducted during the course of the execution of this Task Order are as follows:

1. Project Management Oversight: This includes daily field inspections and the weekly and monthly assessment of project status, which will be used to determine and validate project performance and invoices submitted by the Contractor.
2. Task Order Management Oversight: Administration and monitoring of the Task Order will be performed by the Task Manager, DCOR or their designee. All information and documentation relinquished by the Contractor will be retained by the DCOR for the Task Order File.
3. Integrated Safety Management/Operations Oversight: The Contractor shall provide documentation and participate in meetings to allow DOE to monitor the Contractor's compliance with DOE P 450.4A, "Integrated Safety Management Policy."
4. Daily Oversight: DOE may utilize Facility Representatives, Project Managers and Subject Matter Experts in addition to the DCOR, to conduct daily oversight for the duration of this Task Order. The purpose of this oversight will be to assess compliance with the terms and conditions of the Task Order. In addition to this oversight, the Contractor shall support:
 - a. Senior management walk-throughs, conducted in locations where work is ongoing;
 - b. Periodic walk-through by the regulators, Defense Nuclear Facilities Safety Board (DNFSB), DOE Headquarters personnel, Department of Toxic Substances Control (DTSC) and/or other stakeholders;
 - c. Employee concerns elevated to DOE for evaluation.
 - d. Unannounced inspections and visits by regulatory personnel
5. Assessments and Reviews: DOE or other regulatory agencies may conduct assessments of the Contractor's performance. DOE may also conduct in-depth programmatic reviews of Contractor activities. The subject areas of such reviews may include, but are not limited to safety and health, quality assurance, project management, financial systems, and environmental compliance. Advance notice of these performance assessments and reviews will be given to the Contractor fourteen (14) calendar days in advance of the assessment or review when possible.

H.103 QUALITY ASSURANCE (QA)

The Contractor shall establish and maintain an effective Quality Assurance Program (QAP) approved by DOE in compliance with 10 CFR 830 Subpart A and DOE Order 414.1D and in accordance with the EM Quality Assurance Program, EM-QA-001 Rev 1, 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 has adopted the American Society of Mechanical Engineers (ASME) NQA-1, 2008, with addenda through 2009, Quality Assurance Requirements for Nuclear Facility Applications, as a consensus standard and requires the implementation of NQA-1 requirements into the contractors Quality Implementation Plan (QIP) based on the activities being performed.

Contractors shall develop and submit for DOE approval a QAP within 60 days after Notice to Proceed (NTP). Development of a new QAP or modification of the existing version of a QAP from a prior contractor, does not alter a contractor's legal obligation to comply with 10 CFR 830, other regulations affecting quality assurance (QA) and DOE Order 414.1D.

The Contractor's QAP shall describe the overall implementation of the EM QA requirements and shall be applied to all work performed by the Contractor (e.g., research, design/engineering, construction, operation, budget, mission, safety, and health).

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

All software acquisition, development, operation and maintenance shall be compliant with requirements identified in EM-QA-001 Rev 1, Attachment G. Safety software shall be acquired, developed and implemented using ASME NQA-1-2008 with addenda through 2009, Part I and Subpart 2.7. Non-safety, quality-related software for nuclear facility or EM mission critical applications shall be managed and controlled in accordance with the requirements of DOE 0 414.1D, Attachment 2, Sections 2 & 3 as well as Attachment 4 for Nuclear Facilities.

The Contractor shall develop and submit for DOE approval a comprehensive Issues Management System within 90 days of NTP 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.

H.104 INSURANCE - WORK ON A GOVERNMENT INSTALLATION

In accordance with section H.6 DOE-H-1005 WORKER'S COMPENSATION INSURANCE, H.23 EMCBC-H-1014 REQUIRED INSURANCE AND BONDS, section I clause FAR 52.228-5, *Insurance – Work on a Government Installation* (per the ID/IQ Basic Contract), section I DEAR clause 952.231-71, *Insurance – Litigation and Claims*, and per Exhibit E of the Section C Appendix entitled *DOE and Landowner Access Agreement*, the Contractor shall carry the following kinds and minimum amounts of insurance during the performance of this Task Order:

- (a) *Workers' compensation and employer's liability*. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease

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statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when Task Order operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

- (1) The insurance program must be approved by the DCO and cover all eligible employees of the Contractor and comply with applicable Federal and State workers' compensation and occupational disease statutes.
 - (2) The Contractor shall obtain a service-type insurance policy that endorses the Department of Energy Incurred Loss Retrospective Rating Insurance Plan unless a different arrangement is approved by the DCO.
 - (3) The Contractor shall submit to the DCO an annual evaluation and analysis of workers' compensation program and cost as a percent of payroll in comparison with the percentage of payroll cost reported by a nationally recognized Cost of Risk Survey that has been pre-approved by the DCO. The Contractor's self-evaluation shall discuss:
 - Periodic audits of claims servicing units; and,
 - The reasonableness of self-insurance reserves and methods and assumptions used to closeout claims or losses to present value.
 - (4) The Contractor shall obtain approval from the DCO before making any significant change to its workers compensation coverage and shall furnish reports as may be required from time to time by the DCO.
- (b) *Commercial General Liability Insurance.* Available limits of not less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, including death, and property damage combined, Five Million Dollars (\$5,000,000) general aggregate.
- (c) *Automobile Liability Insurance.* Coverage shall be provided on a comprehensive basis on all vehicles, whether owned, hired, rented, borrowed or otherwise, with limits of liability of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of this contract.
- (d) *Contractor Pollution Liability Insurance.* Contractor Pollution Liability insurance with available limits of not less than Ten Million Dollars (\$10,000,000) per occurrence for bodily injury, including death, or loss of or damage to property, or clean-up costs for pollutants, combined. Such per occurrence limits of insurance may

be satisfied through a combination of "primary" and "umbrella" or "excess" policies. Any deductible or self-assumed layer shall be no greater than Two Hundred Fifty Thousand Dollars (\$250,000). Such insurance shall (i) be in occurrence form, (ii) specify the Permitted Activities as covered operations, (iii) contain coverage for completed operations, (iv) provide coverage for incidents or clean up costs based upon or arising out of the radioactive, toxic or explosive properties of any nuclear material, and (v) be endorsed to include an environmental transportation endorsement.

The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.

Proof of all required insurance shall be provided to the DCO prior to the commencement of work.

H.105 VARIATION IN ESTIMATED QUANTITY

If the quantity of the unit-priced item in this Task Order for CLINs 00002 and 00005 is an estimated quantity and the actual quantity of the unit-priced item varies more than 10 percent above or below the estimated quantity, an equitable adjustment in the Task Order price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 110 percent or below 90 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the DCO within 10 days from the beginning of the delay, or within such further period as may be granted by the DCO before the date of final settlement of the Task Order. Upon the receipt of a written request for an extension, the DCO shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the DCO, is justified.

If the quantity of the unit-priced item in this Task Order for CLINs 00003 and 00006 is an estimated quantity and the actual quantity of the unit-priced item varies more than 5 percent above or below the estimated quantity, an equitable adjustment in the Task Order price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 105 percent or below 95 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the DCO within 10 days from the beginning of the delay, or within such further period as may be granted by the DCO before the date of final settlement of the Task Order. Upon the receipt of a written request for an extension, the DCO shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the DCO, is justified.

H.106 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 entitled, “DEAR 952.215-70 Key Personnel,” for the Key Personnel Team, requirements for changes to Key Personnel, and identification of all Key Personnel for this Task Order.
- B. Key Personnel Team Requirements. The DCO and DCOR(s) shall have direct access to the Key Personnel. All Key Personnel shall be assigned to their respective positions for a minimum of three years.
- C. Definitions. For the purposes of this Clause, changes to Key Personnel are defined as: (i) any change to the position assignment of a current Key Person under the Task Order, 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; or (ii) utilizing the services of a new substitute Key Person for assignment to the contract.
- D. Key Personnel for this Task Order. The Key Personnel for this Task Order are identified below. This list will be amended during the course of the Task Order to change Key Personnel as approved by the DCO.

NAME	TITLE
<u>Bradley Frazee</u>	Program Manager
<u>Micah Nielsen</u>	ESH&Q Manager

H.107 DOE-H-1067 PRICE-ANDERSON AMENDMENTS ACT NONCOMPLIANCE (JULY 2011)

The Contractor shall establish an internal Price-Anderson Amendments Act (PAAA) noncompliance identification, tracking, and corrective action system and shall provide access to and fully support DOE reviews of the system. The Contractor shall also implement a Price-Anderson Amendments Act reporting process which meets applicable DOE standards. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

H.108 LEGAL MANAGEMENT

- A. The Contractor shall maintain a legal function to support litigation, arbitration, environmental, procurement, employment, labor, and the Price-Anderson Amendments Act areas of law. The Contractor shall provide sound litigation management practices. Within

60 days of the NTP, the Contractor shall provide a Legal Management Plan (defined as a document describing the Contractor's practices for managing legal costs and legal matters for which it procures the services of retained legal counsel) compliant with Code of Federal Regulations Title 10 Subpart 719 (as revised by Final Rule issued by DOE on May 3, 2013), Contractor Legal Management Requirements. The Plan shall describe the Contractor's practices for managing and containing legal costs and matters for which it procures the services of retained legal counsel. In doing so, the Plan shall describe the matters in-house counsel will perform as well as anticipates performing throughout the life of the Task Order. The Contractor should not retain outside counsel for routine matters and matters that can be performed by in-house counsel. The Contractor shall provide an annual legal budget to DOE Counsel along with the Legal Management Plan. Within 30 days of the conclusion of the period covered by each annual legal budget, the Contractor shall provide a report to DOE Counsel comparing its budgeted and actual legal costs.

- B. As required by the DCO and upon mutual agreement of the parties to allow such costs under the Task Order, the Contractor shall provide support to the Government on regulatory matters, third-party claims, and threatened or actual litigation. Support includes, but is not necessarily limited to: case preparation, document retrieval, review and reproduction, witness preparation, expert witness testimony, and assistance with discovery or other information requests responsive to any legal proceeding.

H.109 MANDATORY CHANGE ORDER ACCOUNTING

- A. The Contractor shall establish change order accounting for each change or series of related changes whose estimated cost exceeds \$100,000. At a minimum, the Contractor 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 or series of related changes. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the DCO or the matter is conclusively disposed of in accordance with the Disputes clause.
- B. The Contractor shall promptly provide the information required in paragraph (a) of this clause to the DCO upon request.
- C. If the Contractor separately identifies costs in its invoices that pertain to the changed work, the Contractor may invoice costs for both changed work and other work in the same invoice.
- D. The Government has no obligation under this clause or any other term or condition of this Task Order to remind the Contractor of its obligations under this clause. The Government may or may not, for example, refer to this clause when issuing change orders.
- E. If the Contractor fails to provide an adequate, auditable definitization proposal within 180 days, the Government may consider some or all of the associated bid and proposal costs to be unallowable.

F. If the Contractor fails to comply fully with the requirements of this clause, the Government may reflect the Contractor's failure in its past performance evaluation of the Contractor's performance.

H.110 CYBER SECURITY PROGRAM

In accordance with DOE O 205.1B DEPARTMENT OF ENERGY CYBER SECURITY MANAGEMENT PROGRAM, regardless of the performer of the work, the Contractor is responsible for compliance with the provisions and requirements, flowing down applicable Contractor Requirements Document (CRD) requirements to subcontractors at any tier, and to ensure compliance with DOE O 205.1B.

H.111 PRIVACY ACT SYSTEMS OF RECORDS (JULY 2011)

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

<u>DOE System No.</u>	<u>Title</u>
DOE-05	Personnel Records of Former Contractor Employees (includes all former workers)
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-13	Payroll and Leave Records
DOE-14	Report of Compensation
DOE-23	Property Accountability System
DOE-28	General Training Records
DOE-33	Personnel Medical Records (present and former DOE employees and Contractor employees)
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
DOE-51	Employee and Visitor Access Control Records
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
DOE-88	Epidemiologic and Other Health Studies, Surveys, and Surveillances

The Contractor shall notify the DCO immediately when it is first known that this list does not address all the systems of records that are generated based on Task Order performance. The Contractor shall monitor the identified systems and notify the DCO immediately if there is a change to existing systems or if there is a need for a new system. Lack of notification does not exempt the Contractor from complying with the Privacy Act. To ensure systems are monitored consistently, Contractors are required to review and provide a written notification to the DCO annually that the list is accurate and up-to-date.

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The above list shall be revised by mutual agreement between the Contractor and the DCO, as necessary, to keep it current. A formal modification to the Task Order is not required to incorporate these revisions; however, the revisions become effective upon mutual written agreement of the parties. The mutually agreed upon revisions shall have the same effect as if actually listed above for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the Task Order clause entitled, FAR 52.224-2, Privacy Act (APR 1984). The revisions will be formally incorporated at the next convenient Task Order modification. The link at: <http://energy.gov/sites/prod/files/maprod/documents/FinalPASORNCompilation.1.8.09.pdf> provides additional information on Privacy Act Systems of Records.

Inclusion in subcontracts. The Contractor shall insert this clause in all subcontracts placed under the individual Task Order that involves performance where a system of records shall be required to be maintained on individuals to accomplish an agency function pursuant to the Section I Clause, FAR 52.224-2, Privacy Act.

H.112 ENVIRONMENTAL RESPONSIBILITY

- A. General. The Contractor is required to comply with all environmental laws, regulations, directives, orders, and procedures applicable to the work being performed under this Task Order. This includes, but is not limited to, compliance with applicable federal, state and local laws and regulations, permits, interagency agreements such as consent orders, consent decrees, and settlement agreements between the DOE and federal and state regulatory agencies. The ETEC August 2007 Consent Order and December 2010 Administrative Order on Consent constitute requirements pursuant to which the Contractor agrees to plan and perform the Task Order work.
- B. Environmental Permits. This paragraph addresses three permit scenarios, where the Contractor is the sole permittee; where the Contractor and DOE are joint permittees; and where multiple contractors are permittees.
 - 1. Contractor as Sole Permittee. To the extent permitted by law and subject to other applicable provisions of the Task Order that impose responsibilities on DOE, and provisions of law that impose responsibilities on DOE or third parties, the Contractor shall be responsible for obtaining in its own name, shall sign, and shall be solely responsible for compliance with all permits, authorizations and approvals from federal, state, and local regulatory agencies which are necessary for the performance of the work required of the Contractor under this Task Order.

Under this permit scenario, the Contractor shall make no commitments or set precedents that are detrimental to DOE or other contractors. The Contractor shall coordinate its permitting activities with DOE, and with other contractors which may be affected by the permit or precedent established therein, prior to taking the permit action.

ETEC Environmental Monitoring and D&D

2. DOE as Permittee, or Contractor and DOE as Joint Permittees. Where appropriate, required by law, or required by applicable regulatory agencies, DOE will sign permits as permittee, or as owner or as owner/operator with the Contractor as operator or co-operator, respectively. DOE will co-sign hazardous waste permit applications as owner/operator where required by applicable law. In this scenario, the Contractor shall coordinate its actions with DOE. DOE is responsible for timely notification to the Contractor of any issues or changes in the regulatory environment that impact or may impact Contractor implementation of any permit requirement. The Contractor shall be responsible for timely notification to DOE of any issues or changes in the regulatory environment that impact or may impact Contractor implementation of any permit requirement.
 3. Multiple Contractors as Permittees. Where appropriate, in situations where multiple contractors are operators or co-operators of operations requiring environmental permits, DOE will sign such permits as owner or co-operator and affected contractors shall sign as operators, or co-operators. In this scenario, the Contractor shall coordinate as appropriate with DOE and other contractors affected by the permit.
- C. Permit Applications. The Contractor shall provide to DOE for review and comment in draft form any permit applications and other regulatory materials necessary to be submitted to regulatory agencies for the purposes of obtaining a permit. Whenever reasonably possible all such materials shall be provided to DOE initially not later than 90 days prior to the date they are to be submitted to the regulatory agency. The Contractor shall normally provide final regulatory documents to DOE at least 30 days prior to the date of submittal to the regulatory agencies for DOE's final review and signature or concurrence. Special circumstances may require permits to be submitted in a shorter time frame. As soon as the Contractor is aware of any such special circumstance, the Contractor will provide notice to DOE as to the timeframe in which the documents will be submitted to DOE. The Contractor may submit for DOE's consideration, requests for alternate review, comment, or signature, schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such requests shall be submitted 30 days before such material would ordinarily be required to be provided to DOE. Any such schedule revision shall be effective only upon approval from the DCO.
- D. Copies, Technical Information. The Contractor shall provide DOE copies of all environmental permits, authorizations, and regulatory approvals issued to the Contractor by the regulatory agencies. DOE will, upon request, make available to the Contractor access to copies of all environmental permits, authorizations, and approvals issued by the regulatory agencies to DOE that the Contractor may need to comply with under applicable law. The Contractor and DOE will provide to each other copies of all documentation, such as, letters, reports, or other such materials transmitted either to or from regulatory agencies relating to the Task Order work. The Contractor and DOE shall maintain all necessary technical information required to support applications for revision of DOE or other Site Contractor environmental permits when such applications or revisions are related to the Contractor's

operations. Upon request, the Contractor or DOE shall provide to the other access to all necessary and available technical information required to support applications for or revisions to permits or permit applications. The Contractor shall provide to DOE a certification statement relating to such technical information in the form required by the following paragraph.

- E. Certifications. The Contractor shall provide a written certification statement attesting that information DOE is requested to sign was prepared in accordance with applicable requirements. The Contractor shall include the following certification statement in the submittal of such materials to DOE:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. The certification statement shall be signed by the individual authorized to sign such certification statements submitted to federal or state regulatory agencies under the applicable regulatory program.

H.113 GOVERNMENT-FURNISHED SERVICES AND ITEMS (GFSI)

- A. The DOE will provide the GFSI listed in the table below. If DOE cannot provide GFSI committed to below, the Contractor may be entitled to pursue remedies in the manner and subject to the limitations set out in subparagraphs (d) and (i) of the Section I, FAR 52.245-1 "Government Property."
- B. Government-Furnished Property is identified in Section J. The Contractor shall evaluate the adequacy of GFSI and notify DOE when GFSI-supplied equipment or services do not meet Task Order or DOE Order requirements.
- C. The Contractor shall provide the DCO a projection of when the GFSI identified in the table below are needed within thirty (30) calendar days after the issuance of the Notice to Proceed (NTP) and quarterly thereafter. Amendments to the projection, if any, shall be provided to the DCO at least 45 calendar days in advance of the GFSI need date.

DOE will review each Contractor submittal of GFSI needs and, within 15 calendar days, shall notify the Contractor whether it will provide the requested GFSI.

Scope	Requirements	Government-Furnished Services and Items
<p>The Contractor shall perform activities as described in Section C.</p>	<p>DOE shall ensure Government controlled data systems are available for Contractor access as needed.</p>	<p>DOE will ensure the following systems are available to the Contractor throughout the period of performance of this contract:</p> <ul style="list-style-type: none"> Facility Information Management System (FIMS) Computerized Accident/Incident Reporting System (CAIRS) Non-Compliance Tracking System (NTS) database Occurrence Reporting and Processing System (ORPS) Geographical Information System (GIS) Performance and Accounting Reporting System II (PARS II) – for D&D only Integrated Planning, Accountability, and Budgeting System (IPABS)
<p>Section C.5.5</p> <p>The Contractor shall maintain, safeguard, and disposition records/information content acquired or created under the Task Order with DOE in accordance with applicable federal laws, regulations and DOE Directives as described in Section C.</p>	<p>DOE shall review/inspect the Government records/information content before release to a successor contractor (if applicable).</p>	<p>Records/Information content created under contract with DOE, not defined under Section I Clause, "Access to and Ownership of Records" as Contractor owned," and retained by the Contractor for the performance of work under this Task Order are being provided as Government Furnished Items. These records include, but are not limited to, research & development records (including liquid metal research), environmental records, monitoring records, safety and health records, radiation protection records, D&D records, sampling and analysis (including all back-up data) waste disposal records, and permits.</p>

H.114 PAPERLESS DIRECTIVE PROCESSING SYSTEM

- A. The Contractor, in addition to complying with applicable laws, rules, and other regulations, shall comply with those DOE Orders and other Directives applicable to contractors, with the applicable departmental policies, plans, programs, and management Directives, and with all changes to assigned work as agreed to by the Contractor and the DCO or designee.

- B. DOE has developed a list of applicable DOE Directives, and is appended to the Task Order as Section J, Attachment J2. The Contractor shall comply with the Directives identified in such list. The Contractor shall make no claim, including a claim for equitable adjustment under the Changes clauses of this Task Order, for additional costs, fee or extension of time of performance relating to compliance with the Directives in such list.
- C. The Baseline List of Directives Applicable to the Task Order will be revised and issued, by the DCO, as a Task Order modification, as necessary. The DCO may direct the Contractor to comply with additional DOE Directives and local Directives and revisions thereto, as follows:
1. Pursuant to and in accordance with the Changes clause of the Task Order with respect to changes in Directives within the general scope of this Task Order.
 2. Pursuant to any Environment, Safety, and Health provisions of this Task Order, and in accordance with the Changes clause of this Task Order with respect to changes in Directives involving safety, environment, health, and quality.
- D. At least once a month, the Contractor will extract Directives from the DOE Paperless Directive System utilizing the Internet as notification of their availability by DOE electronic prompting. Copies of DOE Directives may be obtained without charge from the DCO or by citing the number of this Task Order in a written request sent to the following address:
- U.S. DOE
Distribution Section
Forrestal Building
Washington, DC 20585
- E. The DCO and his/her representative(s) expressly authorized in writing to do so are the only Government officials authorized to provide explanations as to the applicability of Directives. The DCO is the only Government Official authorized to resolve possible conflicting requirements involving Directives.
- F. Upon receipt of a new or revised directive, the Contractor shall review it for consistency with the other terms of this Task Order and for impacts on funding, manpower and other provisions of the Task Order. If the Contractor considers the directive to be consistent with the other terms of this Task Order and it can be implemented within existing funds, manpower, and other provisions of the Task Order and the implementation will not have a negative impact on the cost, schedule, or other obligations of the Contractor, the Contractor shall establish an implementation schedule, and so advise the DCO within 30 calendar days of receipt. In the event the Contractor considers the directive to be inconsistent with the other terms of this Task Order or the requirements of the directive cannot be implemented within existing funding, manpower, and other provisions of the Task Order, the Contractor shall so

advise the DCO within 30 calendar days of receipt. Such notice shall include the basis for the claimed inconsistency and the projected price of implementation in excess of current funding, manpower, and other provisions of the Task Order. After evaluation of the Contractor's position, the DCO shall issue direction to the Contractor, pursuant to the clause entitled Changes concerning appropriate implementation of the directive.

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

H. 115 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (JULY 2011)

- (a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals.
- (b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals (including Contractor workers and DOE personnel), the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect DOE facilities and the environment. All Contractor and DOE employees have the right to stop any activity, regardless of who is performing the activity, if continuation of that activity would be considered an imminent health and safety hazard. Such mitigating action should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the DCO.
- (c) Facility Representatives. DOE personnel designated as Facility Representatives provide the technical/safety oversight of operations. The Facility Representative has the authority to "Stop Work," which applies to the shutdown of an entire plant, activity, or job. This

Stop Work authority will be used for an operation of a facility which is performing work the Facility Representative believes:

1. Poses an imminent danger to health and safety of workers or the public if allowed to continue;
2. Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or
3. Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.

(d) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute "Contractor Representatives" for "the DCO" in all subcontracts.

H.116 DOE-H-1048 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS (MAY 2011)

Pursuant to Executive Orders 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the DOE is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well-being of its Federal employees and Contractor service providers. As a service provider at a DOE facility the Contractor is urged to assist DOE in its efforts. Sustainable acquisition or environmentally preferable contracting has several interacting initiatives. Among the initiatives are the following:

Alternative Fueled Vehicles and Alternative Fuels
Biobased Content Products (USDA Designated Products)
Energy Efficient Products
Non-Ozone Depleting Alternative Products
Recycled Content Products (EPA Designated Products)
Water Efficient Products (EPA WaterSense Labeled Products)

The Contractor shall become familiar with these information resources:

Recycled products are described at <http://epa.gov/cpg>
Biobased products are described at <http://www.biopreferred.gov/>
Energy efficient products are at <http://energystar.gov/products> for Energy Star products and FEMP designated products are at <http://www.eere.energy.gov/femp/procurement>
Environmentally preferable computers are at <http://www.epeat.net>
Non-ozone depleting alternative products at <http://www.epa.gov/ozone/strathome.html>
Water efficient plumbing fixtures at <http://epa.gov/watersense>

In the course of providing services at the DOE site, if Contractor services necessitate the acquisition of any of these types of products, the Contractor shall acquire the sustainable,

environmentally preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. While there is no formal reporting (except for the Annual Biobased Report), DOE prepares a sustainable acquisition annual report and the Contractor may be asked to share information for DOE's report.

H.117 DOE-H-1049 SUSTAINABLE ACQUISITION UNDER DOE CONSTRUCTION CONTRACTS (MAY 2011)

Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the DOE is committed to managing its facilities in an environmentally preferable manner that will promote the natural environment and protect the health and well-being of its Federal employees and Contractor service providers. In the performance of work under this contract, the Contractor shall exert its best efforts to provide its services in a manner that will promote the natural environment and protect the health and well-being of Federal and contract employees at the facility. Sustainable acquisition or environmentally preferable contracting has several interacting initiatives. Among the initiatives are the following:

- Recycled content products are described at <http://epa.gov/cpg>
- Biobased products are described at <http://www.biopreferred.gov/>
- Energy efficient products are at <http://energystar.gov/products> for Energy Star products
- Energy efficient products are at <http://www.eere.energy.gov/femp/procurement> for FEMP designated products
- Environmentally preferable computers are at <http://www.epeat.net>
- Non-ozone depleting alternative products are at <http://www.epa.gov/ozone/strathome.html>
- Water efficient plumbing products are at <http://epa.gov/watersense>

To the extent that the services provided by the Contractor require provision of any of the above types of products, the Contractor shall provide the sustainable, environmentally preferable type of product unless that type of product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, in Section I of this Task Order require the use of products that have biobased content, are energy efficient, or have recycled content.

In case of an apparent inconsistency between this provision and any specification elsewhere in the Task Order, consult the DCO for resolution.

H.118 PARTNERING

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

Participation in the partnership will be totally voluntary by the parties. The U.S. Army Corps of Engineers has championed partnering and their guidelines will be utilized in organizing partnering meetings and establishing a partnering agreement.

H.119 RESERVED

H.120 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR

The Representations, Certifications, and Other Statements of the Contractor, dated [2/10/2014 to 2/10/2015], made in response to Solicitation No. DE-SOL-0005803 are hereby incorporated into this Task Order by reference.

SECTION I

CONTRACT CLAUSES

INDEX

Section I of the ID/IQ Basic Contract is incorporated in its entirety, except for the cost reimbursement only clauses, I.159 – I.176, and is hereby incorporated by reference, unless otherwise noted. In addition, the following clauses will apply:

I.111 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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. Also, the full text of a clause may be accessed electronically at these address(es): <http://www.acquisition.gov/far/> and <http://professionals.pr.doe.gov/>.

Clause No.	FAR/ DEAR Reference	Title	Fill-In Information See FAR 52.104(D)
I.111-a.	52.203-14	DISPLAY OF HOTLINE POSTERS (APR 2008)	DOE IG Hotline Poster: http://energy.gov/sites/prod/files/ig_prod/documents/Hotline_poster.pdf
I.111-b.	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)	
I.111-c.	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)	
I.111-b.	52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)	
I.111-c.	52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)	
I.111-d.	52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)	
I.111-e.	52.223-17	AFFIRMATIVE PROCUREMENT	

		OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)	
I.111-f.	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)	
I.111-g.	52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)	
I.111-h.	52.236-13	ACCIDENT PREVENTION (NOV 1991)	
I.111-i.	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2013)	
I.111-j.	52.248-1	VALUE ENGINEERING (OCT 2010)	
I.111-k.	52.249-3	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS) (APR 2012)	
I.111-l.	952.204-2	SECURITY REQUIREMENTS (JUN 2009)	
I.111-m.	952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009) - ALT 1 (AUG 2009)	
I.111-n.	952.215-70	KEY PERSONNEL (DEC 2000)	
I.111-o.	970.5223-1	INTEGRATION OF ENVIRONMENT, SAFETY AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)	

FULL TEXT CLAUSES

The following clauses from the base IDIQ contract have been replaced in their entirety:

I.17 FAR 52.215-2 AUDIT AND RECORDS – NEGOTIATION (OCT 2010)

(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) *Certified cost or pricing data.* If the Contractor has been required to submit certified 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*—

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current 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) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and --

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which certified cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

I.57 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

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

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

Employee Class Monetary	Wage - Fringe Benefits, Ventura County, CA
<u>Administrative Assistant</u>	<u>\$20.77</u>
<u>General Clerk</u>	<u>\$13.35</u>
<u>Truck Driver - Heavy/Tractor Trailer</u>	<u>\$22.88</u>

I.78 FAR 52.228-16 PERFORMANCE AND PAYMENT BONDS—OTHER THAN CONSTRUCTION (NOV 2006) (Applies to CLINS 00008, 00009, and 00010)

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

“Original contract price” means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond ([Standard Form 1418](#)) for the protection of the Government in an amount equal to 100 percent of the original contract price and a payment bond ([Standard Form 1416](#)) in an amount equal to 100 percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer within 30 days of the Government’s written preliminary notice per FAR 52.217-9 for the requisite D&D option to be exercised, but in any event, before starting the requisite D&D option work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register*, or may be obtained from the:

U.S. Department of the Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782.
Or via the internet at <http://www.fms.treas.gov/c570/>.

I.99 FAR 52.245-1 GOVERNMENT PROPERTY (APR 2012)

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

“Cannibalize” means to remove parts from Government property for use or for installation on other Government property.

“Contractor-acquired property” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“Contractor inventory” means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

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

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

“Demilitarization” means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

“Discrepancies incident to shipment” means any differences (*e.g.*, count or condition) between the items documented to have been shipped and items actually received.

“Equipment” means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

“Government-furnished property” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

“Government property” means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

“Loss of Government Property” means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government’s expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to—

- (1) Items that cannot be found after a reasonable search:
- (2) Theft:
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

“Material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

“Nonseverable” means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

“Precious metals” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Production scrap” means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

“Property” means all tangible property, both real and personal.

“Property Administrator” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Property records” means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

“Provide” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“Real property.” See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

“Sensitive property” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Unit acquisition cost” means—

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor’s records that reflect consistently applied generally accepted accounting principles.

(b) *Property management.*

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property

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under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) Use of Government property.

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are—

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

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(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.*

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.*

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as “Government property”), are subject to the provisions of this clause.

(f) *Contractor plans and systems.*

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property.* The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause,

identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property.* The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property.* The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition) and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) *Use of a Receipt and Issue System for Government Material.* When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory.* The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (*e.g.*, overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control.*

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (*e.g.*, extent of liability for loss of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports.* The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability.* The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of

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property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

- (1) Date of incident (if known).
 - (2) The data elements required under paragraph (f)(1)(iii)(A) of this clause.
 - (3) Quantity.
 - (4) Accountable contract number.
 - (5) A statement indicating current or future need.
 - (6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.
 - (7) All known interests in commingled material of which includes Government material.
 - (8) Cause and corrective action taken or to be taken to prevent recurrence.
 - (9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.
 - (10) Copies of all supporting documentation.
 - (11) Last known location.
 - (12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.
- (C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when—
- (1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;
 - (2) Property Administrator grants relief of responsibility and liability for loss of Government property;

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(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property.*

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance.* The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) *Systems analysis.*

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) *Contractor Liability for Government Property.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies—

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal.* Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) *Predisposal requirements.*

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) *Inventory disposal schedules.*

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report—

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by “lot” along with metal content, estimated weight and estimated value.

(3) *Submission requirements.*

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) *Corrections.* The Plant Clearance Officer may—

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) *Postsubmission adjustments.* The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage.*

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an

inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) Disposition instructions.

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) Abandonment of Government property.

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication.* All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

I.122 DEAR 952.231-71 INSURANCE--LITIGATION AND CLAIMS (JUL 2013)

(a) The contractor must comply with 10 CFR part 719, contractor Legal Management Requirements, if applicable.

(b) (1) Except as provided in paragraph (b)(2) of this clause, the contractor shall procure and maintain such bonds and insurance as required by law or approved in writing by the Contracting Officer.

(2) The contractor may, with the approval of the Contracting Officer, maintain a self-insurance program in accordance with FAR 28.308; provided that, with respect to workers' compensation, the contractor is qualified pursuant to statutory authority.

(3) All bonds and insurance required by this clause shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with sureties and insurers approved by the Contracting Officer.

(c) The contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other bonds and insurance that are maintained by the contractor in connection with the performance of this contract and for which the contractor seeks reimbursement. If an insurance cost (whether a premium for commercial insurance or related to self-insurance) includes a portion covering costs made unallowable elsewhere in the contract, and the share of the cost for coverage for the unallowable cost is determinable, the portion of the cost that is otherwise an allowable cost under this contract is reimbursable to the extent determined by the Contracting Officer.

(d) Except as provided in paragraph (f) of this clause, or specifically disallowed elsewhere in this contract, the contractor shall be reimbursed--

(1) For that portion of the reasonable cost of bonds and insurance allocable to this contract required in accordance with contract terms or approved under this clause, and

(2) For liabilities (and reasonable expenses incidental to such liabilities, including litigation costs) to third persons not compensated by insurance without regard to the limitation of cost or limitation of funds clause of this contract.

(e) The Government's liability under paragraph (d) of this clause is subject to the availability of appropriated funds. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(f) (1) Notwithstanding any other provision of this contract, the contractor shall not be reimbursed for liabilities to third parties, including contractor employees, and directly associated costs which may include but are not limited to litigation costs, counsel fees, judgment and settlements—

(i) Which are otherwise unallowable by law or the provisions of this contract, including the cost reimbursement limitations contained in 48 CFR part 31, as supplemented by 48 CFR 970.31;

(ii) For which the contractor has failed to insure or to maintain insurance as required by law, this contract, or by the written direction of the Contracting Officer; or

(iii) Which were caused by contractor managerial personnel's—

(A) Willful misconduct;

(B) Lack of good faith; or

(C) Failure to exercise prudent business judgment, which means failure to act in the same manner as a prudent person in the conduct of competitive business; or, in the case of a non-profit educational institution, failure to act in the manner that a prudent person would under the circumstances prevailing at the time the decision to incur the cost is made.

(2) The term “contractor’s managerial personnel” is defined in the Property clause in this contract.

(g) (1) All litigation costs, including counsel fees, judgments and settlements shall be segregated and accounted for by the contractor separately. If the Contracting Officer provisionally disallows such costs, then the contractor may not use funds advanced by DOE under the contract to finance the litigation.

(2) Punitive damages are not allowable unless the act or failure to act which gave rise to the liability resulted from compliance with specific terms and conditions of the contract or written instructions from the Contracting Officer.

(3) The portion of the cost of insurance obtained by the contractor that is allocable to coverage of liabilities referred to in paragraph (f) of this clause is not allowable.

(h) The contractor may at its own expense and not as an allowable cost procure for its own protection insurance to compensate the contractor for any unallowable or non-reimbursable costs incurred in connection with contract performance.

**I.123 DEAR 952.223-77 CONDITIONAL PAYMENT OF FEE OR PROFIT –
PROTECTION OF WORKER SAFETY AND HEALTH (DEC 2010)**

(a) General.

(1) The payment of fee or profit (i.e., award fee, fixed fee, and incentive fee or profit) under this contract is dependent upon the Contractor's compliance with the terms and conditions of this contract relating to the protection of worker safety and health (WS&H), including compliance with applicable law, regulation, and DOE directives. The term "Contractor" as used in this clause to address failure to comply shall mean "Contractor or Contractor employee."

(2) In addition to other remedies available to the Federal Government, if the Contractor fails to comply with the terms and conditions of this contract relating to the protection of worker safety and health, the Contracting Officer may unilaterally reduce the amount of fee or profit that is otherwise payable to the Contractor in accordance with the terms and conditions of this clause.

(3) Any reduction in the amount of fee or profit earned by the Contractor will be determined by the severity of the Contractor's failure to comply with contract terms and conditions relating to worker safety and health pursuant to the degrees specified in paragraph (c) of this clause.

(b) Reduction Amount.

(1) If in any period (see paragraph (b)(2) of this clause) it is found that the Contractor has failed to comply with contract terms and conditions relating to the protection of worker safety and health, the Contractor's fee or profit of the period may be reduced. Such reduction shall not be less than 26% nor greater than 100% of the total fee or profit earned for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure. The Contracting Officer must consider mitigating factors that may warrant a reduction below the specified range (see 48 CFR 923.7001(b)). The mitigating factors include, but are not limited to, the following:

(i) Degree of control the Contractor had over the event or incident.

(ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.

(iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.

(iv) General status (trend and absolute performance) of protecting WS&H and compliance in related areas.

(v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial WS&H standards are routinely practiced (e.g., Voluntary Protection Program Star Status).

(vi) Event caused by "Good Samaritan" act by the Contractor (e.g., offsite emergency response).

(vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain WS&H performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, WS&H programs).

(viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in WS&H by use of lessons-learned and best practices inter- and intra-DOE sites.

(2) (i) Except in the case of performance based firm-fixed-price contracts (see paragraph (b)(3) below), the Contracting Officer, for purposes of this clause, will at the time of contract award, or as soon as practicable thereafter, allocate the total amount of fee or profit that is available under this contract to equal periods of [12] months to run sequentially for the entire term of the contract (i.e., from the effective date of the contract to the expiration date of the contract, including all options). The amount of fee or profit to be allocated to each period shall be equal to the average monthly fee or profit that is available or otherwise payable during the entire term of the contract, multiplied by the number of months established above for each period.

(ii) Under this clause, the total amount of fee or profit that is subject to reduction in a period in which a performance failure occurs, in combination with any reduction made under any other clause in the contract that provides for a reduction to the fee or profit, shall not exceed the amount of fee or profit that is earned by the Contractor in the period established pursuant to paragraph (b)(2)(i) of this clause.

(3) For performance-based firm-fixed-price contracts, the Contracting Officer will at the time of contract award include negative monetary incentives in the contract for contractor violations relating to the protection of worker safety and health.

(c) Protection of Worker Safety and Health. Performance failures occur if the Contractor does not comply with the contract's WS&H terms and conditions, which may be included in the DOE approved contractor Integrated Safety Management System (ISMS). The degrees of performance failure under which reductions of fee or profit will be determined are:

(1) First Degree: Performance failures that are most adverse to WS&H or could threaten the successful completion of a program or project. For contracts including ISMS requirements, failure to develop and obtain required DOE approval of WS&H aspects of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the WS&H aspects of the Contractor's ISMS. The following performance failures or performance failures of similar import will be deemed first degree:

(i) Type A accident (defined in DOE Order 225.1A, Accident Investigations, or its successor).

(ii) Two Second Degree performance failures during an evaluation period.

(2) Second Degree: Performance failures that are significantly adverse to WS&H. They include failures to comply with approved WS&H aspects of an ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor practical long-term health consequences. The following performance failures or performance failures of similar import will be considered second degree:

(i) Type B accident (defined in DOE Order 225.1A, Accident Investigations, or its successor).

(ii) Non-compliance with approved WS&H aspects of an ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.

(iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the contract.

(3) Third Degree: Performance failures that reflect a lack of focus on improving WS&H. They include failures to comply with approved WS&H aspects of an ISMS that result in potential breakdown of the Contractor's WS&H system. The following performance failures or performance failures of similar import will be considered third degree:

(i) Failure to implement effective corrective actions to address deficiencies/non-compliance documented through external (e.g., Federal) oversight and/or reported per DOE Manual 231.1-2, Occurrence Reporting and Processing of Operations Information, or its successor, requirements, or internal oversight of DOE Order 470.2B, Independent Oversight and Performance Assurance Program, or its successor, requirements.

(ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant WS&H system breakdown.

(iii) Non-compliances that either have, or may have, significant negative impacts to workers that indicate a significant WS&H system breakdown.

(iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the contract.

In addition, the following full text clauses will apply to this task order:

I.201 RESERVED

I.202 FAR 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)

(a) "Cancellation," as used in this clause, means that the Government is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Contracting Officer --

(1) Notifies the Contractor that funds are not available for contract performance for any subsequent program year; or

(2) Fails to notify the Contractor that funds are available for performance of the succeeding program year requirement.

(b) Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.

(c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.

(d) The cancellation charge will cover only --

(1) Costs --

(i) Incurred by the Contractor and/or subcontractor;

(ii) Reasonably necessary for performance of the contract; and

(iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; and

(2) A reasonable profit or fee on the costs.

(e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date --

(1) Of notification of the nonavailability of funds; or

(2) Specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.

(f) The Contractor's claim may include --

(1) Reasonable nonrecurring costs (see Subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multi-year requirements;

(2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;

(3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and

(4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.

(g) The claim shall not include --

(1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;

(2) Any cost already paid to the Contractor;

(3) Anticipated profit or unearned fee on the canceled work; or

(4) For service contracts, the remaining useful commercial life of facilities. "Useful commercial life" means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

(h) This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding

program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.

(i) Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

I.203 FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEPT 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report not later than—

(i) October 31 of each year during contract performance; and

- (ii) At the end of contract performance.

**I.204 FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
(APR 1984)**

Funds are not presently available for performance under this contract beyond [TBD]. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond [TBD], until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.205 RESERVED

I.206 FAR 52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if—

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

**I.207 FAR 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION
CONTRACTS (SEPT 2002)**

(a) *Payment of price.* The Government shall pay the Contractor the contract price as provided in this contract.

(b) *Progress payments.* The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

- (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
- (ii) A listing of the amount included for work performed by each subcontractor under the contract.
- (iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if --

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) *Contractor certification.* Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that --

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) *Refund of unearned amounts.* If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the “unearned amount”), the Contractor shall --

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until --

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) *Retainage.* If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) *Title, liability, and reservation of rights.* All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as --

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) *Reimbursement for bond premiums.* In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) *Final payment.* The Government shall pay the amount due the Contractor under this contract after --

- (1) Completion and acceptance of all work;
- (2) Presentation of a properly executed voucher; and
- (3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) *Limitation because of undefinitized work.* Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) *Interest computation on unearned amounts.* In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be --

- (1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and
- (2) Deducted from the next available payment to the Contractor.

I.208 FAR 52.236.15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
(Applies to CLINS 00008, 00009, and 00010)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

I.209 FAR 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.210 FAR 52.244-2 SUBCONTRACTS (OCT 2010)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders),

and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type;

or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: **TBD**

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c) or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this

contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Los Alamos Technical Associates, Inc. (LATA)
Cabrera Services, Inc. (Cabrera)
Northwest Demolition and Dismantling, Inc. (NWDD)
Aman Environmental Construction, Inc. (AMA)

SECTION J

LIST OF ATTACHMENTS

The following are in addition to those contained in the ID/IQ basic contract, Section J.

- ATTACHMENT A: LIST OF APPLICABLE FEDERAL LAWS AND REGULATIONS; DOE DIRECTIVES; and STATE LAWS AND REGULATIONS**
- ATTACHMENT B: TASK ORDER DELIVERABLES/SUBMITTALS**
- ATTACHMENT C: WAGE DETERMINATION NO.: 2005-2071, Rev. No. 15, Date of Rev. 06/19/2013 (SERVICE CONTRACT ACT)**
<http://www.wdol.gov/wdol/scafiles/std/05-2071.txt>
- ATTACHMENT D: LIST OF GOVERNMENT-OWNED PROPERTY**
- ATTACHMENT E: EXISTING RADIOLOGICAL SURVEY DATA FOR SOIL - EPA Report "Final Radiological Characterization of Soils Area IV and the Northern Buffer Zone"**
http://www.etc.energy.gov/Char_Cleanup/EPA_Soil_Char.html
- ATTACHMENT F: RESERVED**
- ATTACHMENT G: OFFICE OF ENVIRONMENTAL MANAGEMENT FY 13 ANNUAL PERFORMANCE AGREEMENT**
- ATTACHMENT H: RESERVED**

**SECTION J – ATTACHMENT J-A
LISTS A, B AND C**

LIST A - LIST OF APPLICABLE FEDERAL LAWS & REGULATIONS

LIST B - LIST OF APPLICABLE DOE DIRECTIVES

LIST C - LIST OF APPLICABLE STATE LAWS AND REGULATIONS

LIST OF APPLICABLE FEDERAL LAWS & REGULATIONS - LIST A

The federal laws and regulations listed in the table below contain requirements normally relevant to the Contractor scope of work. These laws and regulations, and others, apply regardless whether they are explicitly stated in the Contract. In addition, laws and regulations typically apply to all persons or organizations such as subcontractors, suppliers, and federal employees.

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

The Contractor will notify DOE and a determination will be made regarding modification to the contract. The following table does not contain any specific state laws, regulations, permits, and licenses, etc.

Regulation	Regulation Title
10 CFR Part 71	Packaging and Transportation of Radioactive Materials
10 CFR Part 719	Contractor Legal Management Requirements
10 CFR Part 707	Workplace Substance Abuse
10 CFR Part 820	Procedural Rules for DOE Nuclear Facilities
10 CFR Part 824	Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations
10 CFR Part 830	Nuclear Safety Management
10 CFR Part 835	Occupational Radiation Protection
10 CFR Part 850	Chronic Beryllium Disease Prevention Program
10 CFR Part 851	Worker Safety and Health Program
10 CFR Part 1021	National Environmental Policy Act Implementing Procedures
29 CFR 1910	Occupational Safety and Health Standards
29 CFR Part 1926	Safety and Health Regulations for Construction
36 CFR Chapter 12, Subchapter B	Records Management
40 CFR Part 61	National Emission Standards for Hazardous Air Pollutants (NESHAPS)
40 CFR Part 302	Designation, Reportable Quantities, and Notification
40 CFR Part 355	Emergency Planning and Notification
40 CFR Part 372	Toxic Chemical Release Reporting: Community Right-To-Know
40 CFR Part 763	Asbestos
41 CFR 109-40	Department of Energy Property Management Regulations- Transportation and Traffic Management
41 CFR Part 101	Federal Property Management Regulations
41 CFR Part 102-36	Disposition of Excess Personal Property
48 CFR 47.102	Federal Acquisition Regulations, Transportation, Transportation Insurance
48 CFR Part 970.5203-2	Performance Improvement and Collaboration
48 CFR Part 970.5204-2	Laws, Regulations, and DOE Directives

48 CFR Part 970.5215-3	Conditional Payment of Fee, Profit, or other Incentives – Facility Management Contracts (or alternatively, 48 CFR Part 952.223-76 or 952.223-77, Conditional Payment of Fee or Profit)
49 CFR Part 107	Hazardous Materials Program Procedures
49 CFR Part 171	General Information, Regulations, and Definitions
49 CFR Part 172	Hazardous Materials Table, Special Provisions, Hazardous materials Communications, Emergency Response Information, Training Requirements, and Security Plans
49 CFR Part 173	Shippers – General Requirements for Shipments and Packaging’s
49 CFR Part 174	Carriage by Rail
49 CFR Part 177	Carriage by Public Highway
49 CFR Part 178	Specifications For Packaging
49 CFR 180	Continuing qualification and maintenance of packaging
5 U.S.C. 552 et seq.	Freedom of Information Act (FOIA)
16 U.S.C. 470 et seq	National Historic Preservation Act
16 U.S.C 1531	Endangered Species Act
42 U.S.C. 2297h-8(a)	Employee Protections
42 U.S.C 4321	National Environmental Policy Act (NEPA)
42 U.S.C. 6901	Resource Conservation and Recovery Act (RCRA)
42 U.S.C. 7384	Energy Employees Occupational Illness Compensation Program Act (EEOICPA), Public Law 106-398
44 U.S.C. Chapter 21	National Archives and Records Administration
44 U.S.C. Chapter 29	Records Management NARA/GSA Administration/ General Services Administration
44 U.S.C. Chapter 31	Records Management by Federal Agencies
44 U.S.C. Chapter 33	Disposal of Records
44 U.S.C. Chapter 35	Coordination of Federal Information Policy
44 U.S.C. Chapter 36	Management and Promotion of Electronic Government Services
Executive Order 13221	Energy Efficient Standby Power Devices
Executive Order 13423	Strengthening Federal Environmental, Energy, Transportation Management. (Implementing Instructions)

LIST OF APPLICABLE DOE DIRECTIVES - LIST B

The Contractor Requirements Documents of the DOE Directives listed below are applicable, in whole or in part, in accordance with Section I Clause entitled “DEAR 970.5204-2 LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000)”. DOE directives may be found at <http://www.directives.doe.gov/>.

DOE Directive (Orders, Policies, Manuals, Guidance, and Standards)	Title/Subject Matter
DOE O 142.3A	Unclassified Foreign Visits and Assignments Programs
DOE O 150.1	Continuity Programs
DOE O 151.1C	Comprehensive Emergency Management System
DOE O 200.1A	Information Technology Management
DOE O 203.1	Limited Personal Use of Government Office Equipment Including Information Technology
DOE O 205.1B change 2	Department of Energy Cyber Security Program
DOE O 206.1	DOE Privacy Program
DOE O 206.2	Identity, Credential, and Access Management (ICAM)
DOE O 210.2A	DOE Corporate Operating Experience Program
DOE O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A	Cooperation with the Office of Inspector General
DOE O 225.1B	Accident investigations
DOE O 226.1B	Implementation of DOE Oversight Policy
DOE O 227.1	Independent Oversight Program
DOE O 231.1B Change 1	Environment, Safety, and Health Reporting
DOE O 232.2	Occurrence Reporting and Processing of Operations Information
DOE O 241.1B	Scientific and Technical Information Management
DOE O 243.1B Change 1	Records Management Program
DOE O 251.1C	Departmental Directives Program
DOE O 252.1A Change 1	Technical Standards Program
DOE O 311.B	Equal Employment Opportunity and Diversity Program
DOE O 350.1 Change 4	Contractor Human Resource Management Programs
DOE O 413.1B	Internal Control Program
DOE O 413.3B	Program and Project management for the Acquisition of Capital Projects
DOE O 414.1D Change 1	Quality Assurance
DOE O 420.1C	Facility Safety
DOE O 422.1 Change 1	Conduct of Operations
DOE 425.1D Change 1	Verification of Readiness to Start Up or Restart Nuclear Facilities
DOE O 430.1B Change 2	Real Property Asset Management
DOE O 433.1B Change 1	Maintenance Management program for DOE Nuclear Facilities
DOE O 435.1 Change 1	Radioactive Waste Management
DOE O 436.1	Departmental Sustainability
DOE O 442.1A	Department of Energy Employee Concerns Program
DOE O 442.2	Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health
DOE O 450.2	Integrated Safety System Management
DOE P 450.4A	Integrated Safety Management Policy
DOE O 451.1B Change 3	National Environmental Policy Act Compliance Program

DOE Directive (Orders, Policies, Manuals, Guidance, and Standards)	Title/Subject Matter
DOE O 458.1 Change 3	Radiation Protection of the Public and the Environment
DOE O 460.1C	Packaging and Transportation Safety
DOE O 460.2A	Departmental Materials Transportation and Packaging Management
DOE O 461.1B	Packaging and Transportation for off-site Shipment of Materials of National Security Interest
DOE P 470.1A	Safeguards and Security Program
DOE O 470.4B – Change 1	Safeguards and Security Program
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.3 Change 1	Identifying and Protecting Official Use Only Information
DOE O 471.6, Admin Chg. 1	Information Security
DOE O 522.1	Pricing of Departmental Materials and Services
DOE O 523.1	Financial Management Oversight
DOE O 534.1B	Accounting
DOE O 580.1A Change 1	Department of Energy Personal Property Management Program
DOE Personal Property Letter 970-3	High-Risk Personal Property
DOE-STD-1027-92, Change 1	Hazard Categorization and Accident Analysis Techniques
DOE-STD-1030-96	Guide to Good Practices for Lockouts and Tagouts
DOE-STD-1090-2011	Hoisting and Rigging (Formerly Hoisting and Rigging Manual)
DOE-STD-1098-2008 Change 1	Radiological Control
DOE-STD-1104-2009	Review and Approval of Nuclear Safety Basis and Safety Design Basis Documents
DOE-STD-1107-97 Change 1	Knowledge, Skills, and Abilities for Key Radiation Protection Positions at DOE Facilities
DOE-STD-1120-2005	Integration of Environmental, Safety, and Health into Facility Disposition Activities
DOE-STD-1130-2008 (Reaffirmed 2013)	Radiological Worker Training
DOE-STD-1190-2007	Illness and Injury Surveillance Program Guidelines
DOE-STD-3006-2010	Planning and Conducting Readiness Reviews
DOE-STD-3009-94, Change 3	Preparation Guide for the U.S. Department of Energy Nonreactor Nuclear Safety Analysis
DOE M 435.1-1, Change 2	Radioactive Waste Management Manual
DOE M 460.2-1A	Radioactive Material Transportation Practices Manual
DOE/EH-0535	Handbook for Occupational Safety and Health During Hazardous Waste Activities
DOE/EH-0196	Fire Prevention Measures for Cutting, Welding, and Related Activities

LIST OF APPLICABLE STATE LAWS AND REGULATIONS- LIST C

The state laws and regulations listed in the table below contain requirements relevant to the Contractor scope of work. These laws and regulations, and others, apply regardless whether they are explicitly stated in the Contract. In addition, laws and regulations typically apply to all persons or organizations such as subcontractors, suppliers, and federal employees.

State Law or Regulation	Title/Subject Matter
The State of California Executive Order D-62-02	All demolition waste, if disposed of to a California landfill, consistent with, and in compliance with this order.
<u>Title 22 of the California Code of Regulations, Division 4.5, Environmental Health Standards for the Management of Hazardous Waste</u>	Management of demolition materials, Characterization of Waste
Ventura County Ordinance 4357	Recycling of construction/demolition debris
Chapter 6.5 of Division 20 of the California Health and Safety Code	Waste Characterization, Hazardous Waste

SECTION J - ATTACHMENT B

DELIVERABLES

	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
1.	Phase-in transition plan	--Email to Designated Contracting Officer (DCO) and Designated Contracting Officer's Representative (DCOR) --One (1) Hard Copy to DCO	Section C.1.1(1)	Once; within 15 days following Notice To Proceed (NTP)	DCOR approval	
2.	Weekly status of transition activities	--Email to DCO and DCOR	Section C.1.1(1)	Weekly through transition period	DCOR information	
3.	Joint reconciliation of the Government property inventory	--Email to DCO and DCOR --One (1) Hard Copy to DCOR	Section C.1.1(1)	Once; within 90 days following NTP	DCOR approval	
4.	Boeing Facility Transfer Checklist	--Email to DCO and DCOR --One (1) Hard Copy to DCOR	Section C.1.1(2)	Once; within 90 days following NTP	DCOR approval	
5.	Facility/property Statement of Material Differences	--Email to DCO and DCOR --One (1) Hard Copy to DCO and DCOR	Section C.1.1(2)	Once; within 90 days following NTP	DCOR review	
6.	Annual Site Environmental Report	--Email to DCO and DCOR --One (1) Hard Copy to DCOR	Section C.2.1.1(4) DOE O 231.1B	Annually per DOE schedule	DCOR approval	

ETEC Environmental Monitoring and D&D

	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
7.	Annual Rad NESHAP Report	--Email to DCO and DCOR --One (1) Hard Copy to DCOR	Section C.2.1.1(5)	Annually per DOE schedule	DCOR approval; EPA review and comment	
8.	Quarterly and Annual Groundwater Monitoring Reports	- Email to DCOR - One (1) Hard Copy to DCO & DTSC	Section C.2.2(7)	Quarterly Reports: June 1, September 1, December 1 Annual Report: March 1	Information	
9.	Groundwater monitoring data submittal for the RI Report and the CMS Report	- Email to DCOR - One (1) Hard Copy to DCOR	Section C.2.2(7)	RI Data: March 1, 2015 CMS Data: November 30, 2015	DCOR approval	
10.	S&M Inspection Documentation	Email or hard copy to DCOR, as desired by DCOR	Section C.3.1	As requested	Information	
11.	Waste Management Plan	--Email to DCO and DCOR --One (1) Hard Copy to DCOR	Section C.4(7) Section C.6.3(1) DOE O 435.1	Initially within 60 days following NTP; update 90 days prior to commencement of D&D activities	DCOR approval	
12.	Non-D&D waste management profile	--Email to DCO and DCOR	Section C.4	As needed; no less than 120 days prior to waste shipment	DCOR information	

ETEC Environmental Monitoring and D&D

	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
13.	Approval of shipments	--Email to DCO and DCOR --One (1) Hard Copy to DCOR	Section C.4(2)	Ten workdays prior to shipment	DCOR approval	
14.	Appointment letter and qualifications of person(s) designated to sign shipping papers/manifest/waste generator disposal certifications	--Email to DCO and DCOR --One (1) Hard Copy to DCO	Section C.4(5)	As needed	DCOR information	
15.	New waste disposal facility subcontract	--Email to DCO and DCOR --One (1) Hard Copy to DCO	Section C.4(6)	As needed; at least 60 days prior to planned use of new disposal facility	DCO/DCOR approval	
16.	Waste storage logs, inventory and tracking system	--Email to DCO and DCOR	Section C.4(13.e)	As needed	DCOR information	
17.	Procedures for waste water treatment operations	--Email to DCO and DCOR --One (1) Hard Copy to DCOR	Section C.4(16.d)	Initially within 90 days following NTP	DCOR information	
18.	Annual waste generation and affirmative procurement reports	--Email to DCO and DCOR --One (1) Hard Copy to DCO	Section C.4(18.b)	Annually per DOE schedule	DCOR approval	
19.	Schedule for submission of plans and reports	--Email to DCO and DCOR --One (1) Hard Copy to DCO	Section C.5.1(3)	Initial submission; within 30 days following NTP. Updates thereafter to be included with the	DCOR information	

ETEC Environmental Monitoring and D&D

	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
				monthly report.		
20.	Meeting Memoranda - Written weekly status of ongoing and future PWS activities	- Email to DCO and DCOR	Section C.5.1(5)	Weekly	DCOR information	
21.	Formal correspondence controls tracking	-Email to DCOR	Section C.5.1(10)	Monthly	DCOR information	To facilitate correspondence controls, the Contractor shall track correspondence between DOE and the Contractor.

ETEC Environmental Monitoring and D&D

	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
22.	Monthly Progress Reports	<ul style="list-style-type: none"> - Email to DCO, DCOR, and DOE Office of Project Assessment - One (1) Hard Copy to DCO 	Section C.5.1	Not later than the <u>eighth business day</u> prior to the end of each calendar month; submission of the final monthly progress report shall be 45 days after project completion.	DCOR and DCO approval	<ul style="list-style-type: none"> - Includes report of progress, current and cumulative costs incurred, revised budget, schedule for all awarded CLINs. - The integrated schedules for D&D activities shall include logic ties, predecessor, and successor relationships, activity duration, float, and have the Critical Path clearly identified - Office of Project Assessment email address: ContractorsMPR@hq.doe.gov

ETEC Environmental Monitoring and D&D

	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
23.	Schedule of Values for each D&D CLIN	- Email to DCO, DCOR, and DOE Office of Project Assessment - One (1) Hard Copy to DCO	Section C.5.1(1) FAR 52.236-15	Initial: within 5 days after each D&D option is exercised; monthly submissions thereafter accompanying each payment request	DCOR concurrence; DCO approval	- Office of Project Assessment email address: ContractorsMPR@hq.doe.gov
24.	Task Order Change Proposal	- Email to DCO, DCOR, and DOE Office of Project Assessment - One (1) Hard Copy to DCO	Section C.5.1(7)	As needed	DCOR and DCO approval	- Office of Project Assessment email address: ContractorsMPR@hq.doe.gov
25.	Performance Measurement System Description	- Email to DCO, DCOR, and DOE Office of Project Assessment - One (1) Hard Copy to DCO	Section C.5.1	Once; within 90 of NTP	DCO/ and DCOR concurrence; DOE Acquisition Executive approval	
26.	Property management plans, systems, and procedures	-Email to DOE Property Administrator (PA), DCO and DCOR -One (1) Hard Copy to DCO	Section C.5.2(1) Section I.99 – FAR 52.245-1(f)	Within 45 days from Task Order Award	DOE PA review; DCO approval	

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	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
27.	Reports of loss, damage, destruction or theft of property	-Email to DOE PA, DCO and DCOR -One (1) Hard Copy to DCO	Section I.99 – FAR 52.245-1 (f)(vi) DOE O 580.1	As soon as facts become known	DOE PA review; DCO approval	
28.	Report of periodic physical inventory results for property	-Email to DOE PA, DCO and DCOR -One (1) Hard Copy to DCO	Section I.99 – FAR 52.245-1 (f)(iv) DOE O 580.1	Annually by September 30	DOE PA review; DCO approval	
29.	Final property inventory for physical completion or Task Order termination	-Email to DOE PA, DCO and DCOR -One (1) Hard Copy to DCO	Section I.99 – FAR 52.245-1 (f)(iv)	45 days prior to Task Order completion or upon termination	DOE PA review; DCO approval	
30.	Facility disposition and divestment report	--Email to DCO and DCOR --One (1) Hard Copy to DCO	Section C.5.2(2)	As needed; no later than 60 days following divestment of affected facilities	DCOR information	
31.	Buildings Report and Other Structures and Facilities Report	-- Electronic input within Facility Information Management System (FIMS) --Email notification to DCO and DCOR	Section C.5.2(3) DOE 430.1B	At least annually and as required by changes to the asset status or maintenance and utilities	DCOR information	

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	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
32.	Worker Safety and Health Program (WSHP)	-Email to DCO and DCOR -One (1) Hard Copy to DCO	Section C.5.3.1 Section C.6.1(4) 10 CFR 851 Clause H.102	Initially within 60 days of NTP; update 90 days prior to commencement of D&D activities; or a letter stating that no changes are necessary in the currently approved Worker Safety and Health Program.	DCOR/DOE approval	
33.	Accident/Incident Reports	- Electronic copy within Computerized Accident/Incident Reporting System (CAIRS) -One (1) Hard Copy to DCOR	Section C.5.3.1 & DOE 0 231.1B	As required	Information	
34.	Integrated Safety Management System (ISMS) Description and ISMS Declaration	ISMS and Declaration: -Email to DCO and DCOR -One (1) Hard Copy to DCOR	Section C.5.3.2 Section C.6.1(4) DEAR 970.5223-1 DOE O 226.1B	Initially within 60 days of NTP; update 90 days prior to commencement of D&D activities. ISMS Declaration is required annually.	DCOR/DOE approval	

ETEC Environmental Monitoring and D&D

	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
35.	Occupational Radiation Protection (written notification documenting the program elements)	-Email to DCO and DCOR -One (1) Hard Copy to DCO	Section C.5.3.3 Section C.6.1(4) Section H.102 10 CFR 835 DOE O 458.1	Initially within 60 days of NTP; update 90 days prior to commencement of D&D activities	DCOR/DOE approval	
36.	Personnel Dosimetry Program	-Email to DCO and DCOR -One (1) Hard Copy to DCO	Section C.5.3.3	Once; within 60 days of NTP	DCOR information	
37.	Emergency Plan	-Email to DCO and DCOR -One (1) Hard Copy to DCO	Section C.5.3.4 DOE O 151.1C	Once; within 60 days of NTP in coordination with the Boeing Site Emergency Management Program coordinator	DCOR/DOE approval	
38.	Emergency Planning Hazard Surveys	-Email to DCO and DCOR -One (1) Hard Copy to DCO	Section C.5.3.4 DOE O 151.1C	Initially within 60 days of NTP; subsequently every three years or whenever a major change occurs	DCOR/DOE approval	

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	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
39.	Emergency Planning Hazard Assessments (if applicable)	-Email to DCO and DCOR -One (1) Hard Copy to DCO	Section C.5.3.4 DOE O 151.1C	Initially within 60 days of NTP; subsequently every three years or whenever a major change occurs	DCOR/DOE approval	
40.	Emergency Action Levels (EALs)	-Email to DCO and DCOR -One (1) Hard Copy to DCO	Section C.5.3.4 DOE O 151.1C	As needed; initially within 60 days of NTP	DCOR/DOE approval	
41.	Emergency Readiness Assurance Plan	-Email to DCO and DCOR -One (1) Hard Copy to DCO	Section C.5.3.4 DOE O 151.1C	Annually by September 30	DCOR/DOE approval	
42.	Continuity of Operations Plan	-Email to DCO and DCOR -One (1) Hard Copy to DCO	Section C.5.3.4 DOE 150.1	Initially within 60 days of NTP	DCOR approval	
43.	Quality Assurance Program in accordance with EM Quality Assurance Program, EM-QA-001	-Email to DCO and DCOR -One (1) Hard Copy to DCO	Section C.5.3.5 Section C.6.1(4) Section H.103 10 CFR 830, subpart A DOE O 414.1D	Initially within 60 days of NTP; update 90 days prior to commencement of D&D activities; Annual updates required by September 30. Other updates are due 60 days prior to implementation	DCOR/DOE approval	DOE approval is also required for any changes to the QAP

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	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
44.	Issues Management System	-Email to DCO and DCOR -One (1) Hard Copy to DCO	Section C.5.3.5 Section H.103 10 CFR 830, DOE O 414.1D	Initially, within 90 days of NTP; subsequently upon DCOR request	DCOR information	
45.	Contract Assurance System Program Description	-Email to DCO and DCOR -One (1) Hard Copy to DCO	Section C.5.3.6 DOE O 226.1B	Initially within 60 days of NTP and Annual updates required by September 30.	DCOR/DOE approval	
46.	Environmental Management System Description	-Email to DCO and DCOR -One (1) Hard Copy to DCO	Section C.5.6(2a) DOE O 436.1	Initially, within 90 days of NTP;	DCOR/DOE approval	
47.	Records Management Plan	-Email to DOE Records Management Field Officer (RMFO), DCO and DCOR -One (1) Hard Copy to DCO	Section C.5.5 36 CFR Chapter 12, Subchapter B	Within 60 days of NTP	RMFO and DCOR review; DCO approval	
<p>The Records Management Plan is a high-level site-specific program document that shall describe, at a minimum, a clear delineation between Government-owned and contractor-owned records; how the Contractor shall promote life-cycle management of records, including specialty categories like electronic record, e-mail, and audiovisual materials; the Contractor organization in charge of the records management program; plan for annual records management training to all Contractor personnel, including new hires; process for exiting employees; the safeguarding, protection, and maintenance of records (including audiovisual records, electronic records, and records containing sensitive information; the use of DOE Records Disposition Schedules; the management of quality assurance records under NQA-1, if applicable; the proper storage of records, including access controls; the Contractor's plan for the final disposition of records (e.g., via</p>						

ETEC Environmental Monitoring and D&D

	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
	transfer to a Federal Records Center, destruction, transfer to another DOE contractor); and the Contractor's plan for implementing the records management program as a whole, including relationships with other programs that cannot respond properly without sound records search and retrieval capabilities (e.g., document control, quality assurance, processing claims received by the U.S. Department of Labor pursuant to the EEOICPA, FOIA, Privacy Act, case files, audit files, legal cases, etc.).					
48.	Records File Plan and Updates	-Email to DOE RMFO, DCO and DCOR -One (1) Hard Copy to DCO	Section C.5.5 36 CFR Chapter 12, Subchapter B DOE O 243.1B	Initial Plan within 6 months of NTP and then annual updates	RMFO and DCOR review; DCO approval	
	A Records File Plan is a comprehensive outline that includes all records created or received, record series, series titles and descriptions, file locations, file arrangements, file cutoffs, retention periods, file transfer and disposition instructions, quality assurance categorization, and other specific instructions that provide guidance for the effective management of records and information, including vital records. The Records File Plan shall be generated based on a records inventory to determine the types of records that either are or will be generated, regardless of media.					
49.	Records Management Task Order Close-Out Plan	-Email to DOE RMFO, DCO and DCOR -One (1) Hard Copy to DCO	Section C.5.5 36 CFR Chapter 12, Subchapter B DOE O 243.1B DEAR 970.5204-3	At least 90 days prior to Task Order completion or termination	RMFO review; DCO approval	
	The Records Management Task Order Close-Out Plan shall address how the contractor plans to close-out of records management activities, which must include: a comprehensive records inventory of all Government-owned and Contractor-owned records (paper, electronic, electronic records management systems, electronic information systems, privacy act systems of records, finding aids, etc.) and final disposition/transfer information (e.g., transition to a successor contractor, Federal Records Center, National Archives and Records Administration, home office, etc.). A joint reconciliation of the records inventory with DOE and the successor contractor shall be conducted prior to turnover. If the Task Order is awarded to a Limited Liability Corporation (LLC), the Close-out Plan must also include the company(s) which will handle records management close-out to include long-term records management activities (e.g., management of Contractor-owned records).					

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	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
50.	Records Disposition Plan and Updates	-Email to DOE RMFO, DCO and DCOR -One (1) Hard Copy to DCO	Section C.5.5.2(k) 36 CFR Chapter 12, Subchapter B	Within 6 months of NTP and revisions submitted 60 days prior to implementation	RMFO and DCOR review; DCO approval	
<p>The Records Disposition Plan shall document the Contractor's disposition process, which shall include processing records to be stored (e.g., on-site storage, commercial storage, storage at a Federal Records Center) and the destruction process for records and information content. The Records Disposition Plan shall include steps to be taken and approvals required prior to records disposition. It shall be developed and submitted for DOE approval prior to any records disposition activities. The Contractor shall submit updates that document major changes to the records management disposition process.</p>						
51.	Vital Records Program/ Plan Inventory and Updates	-Email to DOE RMFO, DCO and DCOR -One (1) Hard Copy to DCO	Section C.5.5.2(k) 36 CFR Chapter 12, Subchapter B DOE O 243.1B	Within 6 months of NTP and annual updates	RMFO and DCOR review; DCO approval	
<p>The Vital Records Program/Plan describes how the Contractor will identify records needed for performing essential functions, as well as how the records will be protected and recovered in the event of an emergency or disaster. In lieu of a Program document, Vital Record policies, plans or procedures can be utilized as long as they document the establishment of a program to identify, protect, and manage vital records as part of the Continuity of Operations Plan designed to meet emergency management responsibilities; as well as recovery methods for records affected by an emergency or disaster.</p>						
52.	List of Privacy Act Systems of Records Update	-Email to DOE RMFO, DCO and DCOR	Section C.5.5 DEAR 970-5204-3 FAR 52.224-2; DOE O 206.1	Initially within 90 days of the NTP, and annually thereafter	RMFO and DCOR review; Privacy Act Officer concurrence; DCO	

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	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
					Approval	
	<p>The Contractor shall monitor systems as identified and notify the Contracting Officer immediately if there is a change to existing systems or if there is a need for a new system. The Contractor shall review the list of systems annually and provide written notification that the list is accurate and up to date.</p>					
53.	Transition of necessary permits (permit applications in draft form)	--Email to DCO and DCOR	Section C.5.7 Section H.112	As required and at least 90 days prior to date they are to be submitted to regulatory agency; final permits to DOE at least 30 days prior to the date of submittal to the regulatory agencies for DOE's final review and signature or concurrence	DCOR review, and signature or concurrence	
54.	Phase-out Transition Plan	--Email to DCO and DCOR --One (1) Hard Copy to DCOR	Section C.5.7	At least 60 days prior to end of task order period	DCOR approval	

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	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
55.	Closeout Plan	--Email to DCO and DCOR --One (1) Hard Copy to DCOR	Section C.5.7	Within 60 days prior to the end of task order period	DCOR approval	
56.	D&D plans for each D&D Option CLIN	--Email to DCO and DCOR --One (1) Hard Copy to DCOR	Section C.6.1	Due to DOE 45 days after the D&D option is exercised	DOE and DTSC approval	Allow DOE 30 days for initial review, Contractor gets 15 days to resolve comments and back to DOE for official submittal to DTSC; allow 45 days for DTSC review and approval
57.	NESHAP demolition/asbestos notifications	--Email to DCO and DCOR --One (1) Hard Copy to DCOR	Section C.6.1(6)	At least 21 days prior to the start of asbestos removal	DCOR transmittal to EPA	
58.	D&D post-demolition report for each D&D Option CLIN	--Email to DCO and DCOR --One (1) Hard Copy to DCOR	Section C.6.4(4)	Due to DOE within 45 days after D&D completion	DCOR approval	
59.	Contractor Press Releases	--Email to DCO and DCOR --One (1) Hard	Section H.31	Draft copy due to DCO and DCOR at least 10 days prior to the planned issue date of any press releases	DCOR approval	Applies only to press releases related to work performed under this Task Order

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	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
60.	Projections regarding need for GFSI	--Email to DCO and DCOR --One (1) Hard Copy to DCO	Section H.113(C)	Within 30 calendar days after NTP and quarterly thereafter. Amendments to the projection, if any, shall be provided to the Contracting Officer at least 45 calendar days in advance of the GFSI need date.	Information; CO response	
61.	Required Insurance	--Email to DCO and DCOR --One (1) Hard Copy to DCOR	Section H.23 Section H.104	Prior to commencement of work on Oct. 1, 2014	DCOR/DOE approval	Contractor shall have coverage in accordance with Section H.104, effective October 1, 2014, for at least a one year period. Task Order also requires continuous coverage throughout the performance period.

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	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
62.	Required Bonds	--Email to DCO and DCOR --One (1) Hard Copy to DCOR	Section H.23 Section I.78 - FAR 52.228-16	Within 30 days of the Government's written preliminary notice per FAR 52.217-9 for the requisite D&D option to be exercised, but in any event, before starting the requisite D&D option work	DCOR/ DCO approval	Bonds are only required for the D&D Option CLINs
63.	Workers' Compensation Insurance Coverage and Annual Evaluation/Analysis Report	--Email to DCO and DCOR --One (1) Hard Copy to DCO	Section H.6 Section H.23 Section H.104	Initially, prior to commencement of work; Annual Report due October 31 of each year during Task Order performance	DCO approval	
64.	Price-Anderson Amendments Act (PAAA) noncompliance identification, tracking, and corrective action system	TBD	Section H.107	As required	DCOR and CO concurrence	

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	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
65.	Legal Management Plan, Annual Legal Budget, and Annual Legal Budget Report	--Email to DCO and DCOR	Section H.108 10 CFR 719	Plan: Once, within 60 days after NTP Annual Budget and Budget Report: Within 30 days of the conclusion of the period covered by each annual legal budget	DOE Office of Chief Counsel review; DCO Approval	
66.	Cyber Security Plan	--Email to DCO and DCOR	Section H.110 DOE O 205.1B	Once, within 120 days after NTP	DOE Office of Information Management review; DCO approval	
67.	Notification of updated DOE Directives	--Email to DCO and DCOR	Section H.114	Quarterly and more frequently as required	Information	
68.	Annual Biobased Report	-- Electronic submission via http://www.sam.gov --Email notification to DCO and DCOR	Section I.203 - FAR 52.223-2 "Affirmative Procurement of Biobased Products Under Service and Construction Contracts"	(i) October 31 of each year during task order performance; and (ii) At the end of task order performance	Information	

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	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
69.	Occurrence Reporting Processing System (ORPS) Reports	- Electronic submission via ORPS --Email to DCOR -One (1) Hard Copy to DCOR	DOE O 232.2	As required	Information	
70.	Affirmative Action Plan for Females & Minorities	--Email to EMCBC Office of Civil Rights and Diversity (OCRD) and DCO - One (1) Hard Copy to DCO	FAR 52.222-26 FAR 52.222-36	Within 30 days of NTP and updated annually by September 30	EMCBC OCRD review; DCO approval	
71.	Equal Employment Report (EEO-1)	- Electronic submission via DOE Workforce Information System (WFIS) --Email to EMCBC OCRD and DCO - One (1) Hard Copy to DCO	FAR 52.222-26	Annually by September 30	Information	
72.	Affirmative Action Plan for Veterans & Individuals with Disabilities	--Email to EMCBC OCRD and DCO - One (1) Hard Copy to DCO	FAR 52.222-35	Within 30 days of NTP and updated annually by September 30	EMCBC OCRD review; DCO approval	
73.	Federal Contractor Veterans' Employment Report (VETS-100A Report)	- Electronic submission to U.S. Department of Labor --Email to EMCBC OCRD and DCO -One (1) Hard Copy to DCO	FAR 52.222-37	Annually by September 30	Information	

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	Deliverable	Method of Delivery	Driver / Requirement	Frequency / Timing	Approval	Notes
74.	Workplace Substance Abuse Program	--Email to EMCBC Industrial Relations Specialist and DCO -One (1) Hard Copy to DCO	DOE O 350.1 10 CFR 707	Within 30 days of NTP	EMCBC Industrial Relations Specialist review; DCO approval	
75.	Employee Assistance Program Implementation Plan	--Email to EMCBC Industrial Relations Specialist and DCO -One (1) Hard Copy to DCO	DOE O 350.1	Within 60 days of NTP	EMCBC Industrial Relations Specialist review; DCO approval	
76.	Material Safety Data Sheets	--Email to DCOR -One (1) Hard Copy to DCOR	29 CFR 1910	Prior to use of hazardous material	Information	
77.	Basis of Estimate (BOE) Statements	Email to DCO and One (1) Hard Copy to DCO		Once; within 5 days following Task Order Award	DCO approval	
<p>Basis of Estimate (BOE) Statements shall be at the same level of PWS pricing specified in RTP L-7 Pricing Template. The BOE documents shall support the Contractor's proposed prices by specifically identifying assumptions and the resource quantities (labor hours, material quantities, waste quantities, mileage, etc.) and unit rates (labor rates, equipment rental rates, disposal rates, etc.) for all direct cost elements (direct labor, materials, equipment, ODC's, etc.) including fuel, and disposal costs. The BOE shall specifically identify, in detail, the consideration given in the proposed prices for recyclable materials.</p>						

WD 05-2071 (Rev.-15) was first posted on www.wdol.gov on 06/25/2013

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2071
Revision No.: 15
Date Of Revision: 06/19/2013

State: California

Area: California County of Ventura

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.83
01012 - Accounting Clerk II		17.77
01013 - Accounting Clerk III		20.27
01020 - Administrative Assistant		28.08
01040 - Court Reporter		19.93
01051 - Data Entry Operator I		12.26
01052 - Data Entry Operator II		13.37
01060 - Dispatcher, Motor Vehicle		22.41
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		11.95
01112 - General Clerk II		14.92
01113 - General Clerk III		17.43
01120 - Housing Referral Assistant		21.90
01141 - Messenger Courier		11.33
01191 - Order Clerk I		16.98
01192 - Order Clerk II		18.53
01261 - Personnel Assistant (Employment) I		18.07
01262 - Personnel Assistant (Employment) II		20.20
01263 - Personnel Assistant (Employment) III		22.53
01270 - Production Control Clerk		23.51
01280 - Receptionist		14.51
01290 - Rental Clerk		16.83
01300 - Scheduler, Maintenance		17.39
01311 - Secretary I		17.39
01312 - Secretary II		19.45
01313 - Secretary III		21.90
01320 - Service Order Dispatcher		19.54
01410 - Supply Technician		26.82
01420 - Survey Worker		19.93
01531 - Travel Clerk I		12.97
01532 - Travel Clerk II		13.88
01533 - Travel Clerk III		14.63
01611 - Word Processor I		15.18
01612 - Word Processor II		16.87
01613 - Word Processor III		18.76
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		24.09
05010 - Automotive Electrician		22.68
05040 - Automotive Glass Installer		21.31
05070 - Automotive Worker		21.31

05110 - Mobile Equipment Servicer	19.59
05130 - Motor Equipment Metal Mechanic	24.09
05160 - Motor Equipment Metal Worker	21.31
05190 - Motor Vehicle Mechanic	24.09
05220 - Motor Vehicle Mechanic Helper	18.80
05250 - Motor Vehicle Upholstery Worker	20.85
05280 - Motor Vehicle Wrecker	21.31
05310 - Painter, Automotive	22.69
05340 - Radiator Repair Specialist	21.31
05370 - Tire Repairer	14.54
05400 - Transmission Repair Specialist	24.09
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.40
07041 - Cook I	14.48
07042 - Cook II	15.40
07070 - Dishwasher	10.29
07130 - Food Service Worker	11.20
07210 - Meat Cutter	18.66
07260 - Waiter/Waitress	10.83
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.30
09040 - Furniture Handler	12.89
09080 - Furniture Refinisher	19.06
09090 - Furniture Refinisher Helper	15.36
09110 - Furniture Repairer, Minor	17.80
09130 - Upholsterer	19.09
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.76
11060 - Elevator Operator	11.76
11090 - Gardener	19.21
11122 - Housekeeping Aide	12.58
11150 - Janitor	14.04
11210 - Laborer, Grounds Maintenance	14.40
11240 - Maid or Houseman	10.16
11260 - Pruner	12.82
11270 - Tractor Operator	17.61
11330 - Trail Maintenance Worker	14.40
11360 - Window Cleaner	15.77
12000 - Health Occupations	
12010 - Ambulance Driver	18.07
12011 - Breath Alcohol Technician	17.82
12012 - Certified Occupational Therapist Assistant	31.09
12015 - Certified Physical Therapist Assistant	21.85
12020 - Dental Assistant	17.27
12025 - Dental Hygienist	29.68
12030 - EKG Technician	29.99
12035 - Electroneurodiagnostic Technologist	29.99
12040 - Emergency Medical Technician	17.82
12071 - Licensed Practical Nurse I	18.11
12072 - Licensed Practical Nurse II	20.68
12073 - Licensed Practical Nurse III	23.72
12100 - Medical Assistant	14.56
12130 - Medical Laboratory Technician	18.27
12160 - Medical Record Clerk	15.93
12190 - Medical Record Technician	17.82
12195 - Medical Transcriptionist	18.39
12210 - Nuclear Medicine Technologist	44.62
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03

12235 - Optical Dispenser	16.80
12236 - Optical Technician	17.01
12250 - Pharmacy Technician	17.83
12280 - Phlebotomist	14.19
12305 - Radiologic Technologist	26.67
12311 - Registered Nurse I	31.47
12312 - Registered Nurse II	38.49
12313 - Registered Nurse II, Specialist	38.49
12314 - Registered Nurse III	48.20
12315 - Registered Nurse III, Anesthetist	48.20
12316 - Registered Nurse IV	57.77
12317 - Scheduler (Drug and Alcohol Testing)	25.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.95
13012 - Exhibits Specialist II	28.43
13013 - Exhibits Specialist III	34.78
13041 - Illustrator I	22.71
13042 - Illustrator II	28.13
13043 - Illustrator III	35.13
13047 - Librarian	29.23
13050 - Library Aide/Clerk	16.49
13054 - Library Information Technology Systems Administrator	23.79
13058 - Library Technician	22.40
13061 - Media Specialist I	17.17
13062 - Media Specialist II	19.20
13063 - Media Specialist III	21.41
13071 - Photographer I	16.73
13072 - Photographer II	20.70
13073 - Photographer III	26.61
13074 - Photographer IV	35.57
13075 - Photographer V	39.24
13110 - Video Teleconference Technician	20.08
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.82
14042 - Computer Operator II	19.93
14043 - Computer Operator III	22.89
14044 - Computer Operator IV	25.73
14045 - Computer Operator V	28.50
14071 - Computer Programmer I	(see 1) 27.07
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.82
14160 - Personal Computer Support Technician	25.73
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.73
15020 - Aircrew Training Devices Instructor (Rated)	42.03
15030 - Air Crew Training Devices Instructor (Pilot)	50.37
15050 - Computer Based Training Specialist / Instructor	34.73
15060 - Educational Technologist	39.63
15070 - Flight Instructor (Pilot)	50.37
15080 - Graphic Artist	24.07
15090 - Technical Instructor	23.63
15095 - Technical Instructor/Course Developer	28.90
15110 - Test Proctor	19.07
15120 - Tutor	19.07
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	

16010 - Assembler	9.61
16030 - Counter Attendant	9.61
16040 - Dry Cleaner	11.51
16070 - Finisher, Flatwork, Machine	9.61
16090 - Presser, Hand	9.61
16110 - Presser, Machine, Drycleaning	9.61
16130 - Presser, Machine, Shirts	9.61
16160 - Presser, Machine, Wearing Apparel, Laundry	9.61
16190 - Sewing Machine Operator	12.19
16220 - Tailor	12.87
16250 - Washer, Machine	10.22
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.75
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.54
21030 - Material Coordinator	23.10
21040 - Material Expediter	23.10
21050 - Material Handling Laborer	13.02
21071 - Order Filler	13.31
21080 - Production Line Worker (Food Processing)	14.54
21110 - Shipping Packer	15.08
21130 - Shipping/Receiving Clerk	15.08
21140 - Store Worker I	11.53
21150 - Stock Clerk	16.46
21210 - Tools And Parts Attendant	14.54
21410 - Warehouse Specialist	14.54
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.01
23021 - Aircraft Mechanic I	27.51
23022 - Aircraft Mechanic II	29.01
23023 - Aircraft Mechanic III	30.15
23040 - Aircraft Mechanic Helper	19.27
23050 - Aircraft, Painter	25.88
23060 - Aircraft Servicer	22.10
23080 - Aircraft Worker	23.08
23110 - Appliance Mechanic	22.54
23120 - Bicycle Repairer	14.54
23125 - Cable Splicer	26.40
23130 - Carpenter, Maintenance	27.67
23140 - Carpet Layer	22.30
23160 - Electrician, Maintenance	30.18
23181 - Electronics Technician Maintenance I	26.46
23182 - Electronics Technician Maintenance II	28.18
23183 - Electronics Technician Maintenance III	29.92
23260 - Fabric Worker	20.83
23290 - Fire Alarm System Mechanic	22.30
23310 - Fire Extinguisher Repairer	19.28
23311 - Fuel Distribution System Mechanic	26.19
23312 - Fuel Distribution System Operator	20.03
23370 - General Maintenance Worker	23.26
23380 - Ground Support Equipment Mechanic	27.51
23381 - Ground Support Equipment Servicer	22.10
23382 - Ground Support Equipment Worker	23.08
23391 - Gunsmith I	19.28
23392 - Gunsmith II	22.30
23393 - Gunsmith III	25.21
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.59

23430 - Heavy Equipment Mechanic	27.03
23440 - Heavy Equipment Operator	29.39
23460 - Instrument Mechanic	25.21
23465 - Laboratory/Shelter Mechanic	23.75
23470 - Laborer	13.40
23510 - Locksmith	22.54
23530 - Machinery Maintenance Mechanic	27.12
23550 - Machinist, Maintenance	24.78
23580 - Maintenance Trades Helper	13.96
23591 - Metrology Technician I	25.21
23592 - Metrology Technician II	26.70
23593 - Metrology Technician III	28.79
23640 - Millwright	25.21
23710 - Office Appliance Repairer	21.32
23760 - Painter, Maintenance	21.05
23790 - Pipefitter, Maintenance	25.42
23810 - Plumber, Maintenance	23.94
23820 - Pneudraulic Systems Mechanic	25.21
23850 - Rigger	26.17
23870 - Scale Mechanic	22.30
23890 - Sheet-Metal Worker, Maintenance	21.78
23910 - Small Engine Mechanic	19.24
23931 - Telecommunications Mechanic I	22.55
23932 - Telecommunications Mechanic II	23.88
23950 - Telephone Lineman	26.70
23960 - Welder, Combination, Maintenance	19.60
23965 - Well Driller	25.21
23970 - Woodcraft Worker	25.21
23980 - Woodworker	17.38
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.05
24580 - Child Care Center Clerk	17.11
24610 - Chore Aide	10.50
24620 - Family Readiness And Support Services Coordinator	16.50
24630 - Homemaker	17.17
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.46
25040 - Sewage Plant Operator	26.21
25070 - Stationary Engineer	25.04
25190 - Ventilation Equipment Tender	19.15
25210 - Water Treatment Plant Operator	26.21
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.11
27007 - Baggage Inspector	13.15
27008 - Corrections Officer	31.01
27010 - Court Security Officer	31.00
27030 - Detection Dog Handler	19.70
27040 - Detention Officer	31.01
27070 - Firefighter	28.78
27101 - Guard I	13.15
27102 - Guard II	19.70
27131 - Police Officer I	36.78
27132 - Police Officer II	40.87
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.64
28043 - Carnival Equipment Worker	10.30
28210 - Gate Attendant/Gate Tender	15.57
28310 - Lifeguard	13.81
28350 - Park Attendant (Aide)	17.41

28510 - Recreation Aide/Health Facility Attendant	12.71
28515 - Recreation Specialist	18.39
28630 - Sports Official	13.87
28690 - Swimming Pool Operator	20.34
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.28
29020 - Hatch Tender	29.28
29030 - Line Handler	29.28
29041 - Stevedore I	29.18
29042 - Stevedore II	32.79
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.85
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.98
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.26
30021 - Archeological Technician I	24.38
30022 - Archeological Technician II	27.39
30023 - Archeological Technician III	33.92
30030 - Cartographic Technician	34.33
30040 - Civil Engineering Technician	28.53
30061 - Drafter/CAD Operator I	24.49
30062 - Drafter/CAD Operator II	27.39
30063 - Drafter/CAD Operator III	30.35
30064 - Drafter/CAD Operator IV	37.58
30081 - Engineering Technician I	19.68
30082 - Engineering Technician II	22.09
30083 - Engineering Technician III	24.70
30084 - Engineering Technician IV	30.60
30085 - Engineering Technician V	37.43
30086 - Engineering Technician VI	45.29
30090 - Environmental Technician	25.20
30210 - Laboratory Technician	24.99
30240 - Mathematical Technician	33.80
30361 - Paralegal/Legal Assistant I	21.43
30362 - Paralegal/Legal Assistant II	26.55
30363 - Paralegal/Legal Assistant III	32.48
30364 - Paralegal/Legal Assistant IV	39.30
30390 - Photo-Optics Technician	30.73
30461 - Technical Writer I	26.29
30462 - Technical Writer II	32.15
30463 - Technical Writer III	38.91
30491 - Unexploded Ordnance (UXO) Technician I	25.32
30492 - Unexploded Ordnance (UXO) Technician II	30.64
30493 - Unexploded Ordnance (UXO) Technician III	36.72
30494 - Unexploded (UXO) Safety Escort	25.32
30495 - Unexploded (UXO) Sweep Personnel	25.32
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 27.39
30621 - Weather Observer, Senior	(see 2) 33.32
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.96
31030 - Bus Driver	18.67
31043 - Driver Courier	13.27
31260 - Parking and Lot Attendant	10.31
31290 - Shuttle Bus Driver	14.48
31310 - Taxi Driver	11.24
31361 - Truckdriver, Light	14.48
31362 - Truckdriver, Medium	14.89
31363 - Truckdriver, Heavy	21.78
31364 - Truckdriver, Tractor-Trailer	21.78
99000 - Miscellaneous Occupations	
99030 - Cashier	12.13

99050 - Desk Clerk	10.43
99095 - Embalmer	25.32
99251 - Laboratory Animal Caretaker I	12.42
99252 - Laboratory Animal Caretaker II	13.55
99310 - Mortician	25.32
99410 - Pest Controller	15.55
99510 - Photofinishing Worker	15.95
99710 - Recycling Laborer	19.53
99711 - Recycling Specialist	23.86
99730 - Refuse Collector	17.37
99810 - Sales Clerk	16.78
99820 - School Crossing Guard	11.71
99830 - Survey Party Chief	27.80
99831 - Surveying Aide	16.49
99832 - Surveying Technician	22.62
99840 - Vending Machine Attendant	16.14
99841 - Vending Machine Repairer	18.63
99842 - Vending Machine Repairer Helper	16.14

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

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 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link 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.

Line	ASSET_ID	NOUN	NOUN_MOD_1	VENDOR_NAME	VENDOR_MODEL	SUB_LOCATION	BUILDING	LAST INV DATE	ACQUIS COST
1	HV313506	GENERATOR 500 WATTS		HONDA	MGH5000D	HI BAY	44-19.1	6/12/2012	1,748.00
2	ZO172840	CRANE, GRANTRY	PL05	CRANE HOIST ENGINEERING C	R&M	HI BAY;	44-24.1	6/12/2012	25,130.55
3	ZO172865	CRANE, OVERHEAD	BRIDGE HOIST PL05	CRANE HOIST ENGINEERING C	NONE	HI BAY	44-24.1	6/12/2012	13,302.16
4	ZO179649	CRANE, OVERHEAD	BRIDGE (HOIST) 60 TON	HARNISCHFEGER CORP	NONE	CHCF; HI-BAY	44-463.1	7/10/2012	164,179.65
5	ZO180353	GENERATOR, DC		UNKNOWN	5CD254G203	MOTOR ROOM	44-463.1	7/10/2012	1,750.00
6	ZO180354	GENERATOR, DC		UNKNOWN	SCD3666271	MOTOR ROOM; CHCF	44-463.1	7/10/2012	4,000.00
7	ZO180355	MOTOR, ELECTRIC		UNKNOWN	5K445AK218	MOTOR ROOM; CHCF	44-463.1	7/10/2012	3,500.00
8	ZO180356	GENERATOR, DC		UNKNOWN	5CD445G170	MOTOR ROOM; CHCF	44-463.1	7/10/2012	7,500.00
9	ZO180359	HOIST, ELEC, DERIK	70 TON	AMERICAN CRANE AND HOIST	180A	ROOF	44-463.1	7/10/2012	236,350.00
10	ZO181531	HOIST, ELEC OPER		CHIS MOORE	LL	5TH FL; EXTERIOR WALL	44-462.1	7/10/2012	1,443.33
11	ZO183181	PUMP, CENTRIFUGAL		ALLIS CHAL	EF-421AC	SPAD;GND;YARD	44-463.1	7/10/2012	1,193.06
12	ZO183222	CRANE, JIB		CRANE HOIST ENGINEERING C	NONE	CHCF HI BAY	44-463.1	7/10/2012	13,019.00
13	ZO183273	TANK, STEEL		SOUTHWESTERN ENGINEERIN	A-107	SPAD;YARD	44-463.1	7/10/2012	39,923.00
14	ZO183320	TANK, STEEL		UNKNOWN	NONE	SPAD; YARD	44-463.1	7/10/2012	81,120.00
15	ZO251043	ACCESS, CRANE 50 TON BAR		UNKNOWN	NONE	HI BAY	44-22.1	7/10/2012	3,417.65
16	ZO251685	RAMP, LOAD & UNLOAD	SSG EQUIPMENT	MAGLINE INC	MDS-25-70-36-6F	RMHF;YARD	44-22.1	7/10/2012	7,488.28
17	ZO252225	COOLING SYSTEM		AMERICAN STANDARD INC	54	SPTF;C DECK	44-462.1	7/10/2012	547,731.60
18	ZO257120	AIR CONDITION UNIT	ME 31	LENNOX INDUSTRIES INC	24WH6-A04C	SIDE OF BLDG NEAR STE	44-38.1	7/10/2012	4,000.00
19	ZO257238	AIR CONDITIONING UNIT	ME 31	CARRIER	48LNT048600	NEXT TO FENCE; SPAD	44-19.1	6/12/2012	17,699.70
20	ZO257239	AIR CONDITIONING UNIT	ME 31	CARRIER	50DJ004	NEXT TO FENCE; SPAD	44-19.1	6/12/2012	17,699.69
21	ZO257337	CRANE, BRIDGE		SHEPARD NILES CRANE & HOIS	NONE	5TH FLOOR; SPTF	44-462.1	7/10/2012	65,000.00
22	ZO257338	TANK, ALCOHOL	FIRE SUPPRESSION	CAPITAL WESTWARD INC	NONE	SPAD; YARD	44-463.1	7/10/2012	450,285.20
23	ZO257356	STORAGE SHED	HAZARD MATERIAL	SAFETY STORAGE INC	NONE	PKG LOT; HAZ WST ARE	44-38.1	4/26/2012	7,320.22
24	ZO257357	STORAGE SHED	HAZARD MATERIAL	SAFETY STORAGE INC	NONE	PKG LOT; HAZ WST ARE	44-38.1	4/26/2012	8,748.78
25	ZO257544	COMPRESSOR, AIR	ME34	INGERSOLL-RAND	T901020H	FENCE AREA; E-PAD	44-21.1	7/10/2012	21,438.81
26	ZO257634	TANK, STORAGE	WATER	UNKNOWN	NONE	HI-BAY; RMHF	44-22.1	7/10/2012	1,250.00
27	ZO257710	MONITORING SYSTEM	RADIATION	UNKNOWN	RSS-1013-025	RAD LAB	31-319.1	7/11/2012	7,470.00
28	ZO257711	DETECTOR GAMMA	RADIATION	UNKNOWN	S-1011-EM19-1	RAD LAB	31-319.1	7/11/2012	5,280.00
29	ZO257732	MONITOR AIR	BETA PARTICULATE	LUDLUM MEASUREMENTS INC	333-2	RAD SAFE LAB; HOOCH	44-44.1	6/12/2012	5,099.60
30	ZO257733	MONITOR, AIR	BETA PARTICULATE	LUDLUM MEASUREMENTS INC	333-2	HOOCH ;	44-44.1	9/29/1995	5,099.60
31	ZO257734	MONITOR, AIR	BETA PARTICULATE	LUDLUM MEASUREMENTS INC	333-2	EXHAUST STACK	44-22.1	7/10/2012	5,099.60
32	ZO257736	COMPACTOR, WASTE		UNKNOWN	9600	FLOOR;RMHF;H-BAY	44-22.1	7/10/2012	44,401.04
33	ZO257805	GENERATOR	PORTABLE	WINCO DIV DYNA-TECHNOLOG	CSATFM6000E/R	HI-BAY	44-19.1	6/12/2012	1,675.64
34	ZO257808	PUMP, HEAT, HVAC	10 TON	CARRIER	50TJQ012-601A	DOE-HQ; ZON	44-38.1	5/10/2011	5,097.00
35	ZO257823	PUMP, HEAT, HVAC	10 TON	CARRIER	50TJQ012-601GA	NORTH YD; E4, ZON	44-38.1	5/10/2011	5,167.00
36	ZO257824	PUMP, HEATER	HVAC	CARRIER	50TJQ012-601GA	NORTH YD; E1	44-38.1	5/10/2011	4,342.00
37	ZO257825	PUMP, HEATER	HVAC	CARRIER	50TJQ012-601GA	NORTH YD; E2; ZON	44-38.1	5/10/2011	4,342.00
38	ZO257827	PUMO, HEAT, HVAC	15 TON	CARRIER	50HJQ016-6-QA	NORTH YD; HRTH	44-38.1	5/10/2011	9,114.00
39	ZO257831	SCALE, INDUSTRIAL		GENERAL ELECTRONIC SYSTE	GE510	HI BAY	44-22.1	7/10/2012	2,975.00
40	ZO257849	SCALE, TRUCK		UNKNOWN	PT300	CONTAINER;; RMHF	44-34.1	6/12/2012	1,695.00
41	ZO257850	SCALE, TRUCK		UNKNOWN	PT300	CONTAINER; RMHF	44-34.1	6/12/2012	1,695.00

Line	ASSET_ID	NOUN	NOUN_MOD_1	VENDOR_NAME	VENDOR_MODEL	SUB_LOCATION	BUILDING	LAST INV DATE	ACQUIS COST
42	ZO257851	SCALE, TRUCK		UNKNOWN	PT300	CONTAINER; RMHF	44-34.1	6/12/2012	1,695.00
43	ZO257852	SCALE, TRUCK		UNKNOWN	PT300	CONTAINER; RMHF	44-34.1	6/12/2012	1,695.00
44	ZO257853	PLATFORM CAGE, PERSONNEL		UNKNOWN	S-36	HI BAY	44-22.1	7/10/2012	2,657.00
45	ZO257862	GAS MONITOR	OXYGEN METER	UNKNOWN	MAX-4AP	RMHF; CABINET	44-44.1	7/10/2012	1,305.00
46	ZO257869	SPECTROSCOPE PORTABLE	INSPECTOR 2000	UNKNOWN	1N2K	1-BA-01 STG	31-436.1	7/9/2012	10,000.00
47	ZO257874	DETECTOR SYSTEM, GPRS		UNKNOWN	GPRS-104	RAD LAB	31-319.1	7/10/2012	28,705.00
48	ZO257876	BIN, UTILITY	DUMPSTER, HEAVY DUTY	CONSOLIDATED FABRICATORS	NONE	HI BAY	44-19.1	6/12/2012	3,574.00
49	ZO257877	BIN, UTILITY	DUMPSTER, HEAVY DUTY	CONSOLIDATED FABRICATORS	NONE	HI BAY	44-19.1	6/12/2012	3,574.00
50	ZO257885	BIN, UTILITY	DUMPSTER, HEAVY DUTY	CONSOLIDATED FABRICATORS	NONE	HI BAY	44-19.1	6/12/2012	3,574.00
51	ZO257894	ION CHAMER	ELECTROMETER/DOCIMETE	UNKNOWN	530	1-BA-1'STG	31-436.1	7/9/2012	3,995.00
52	ZO257895	PROBE, ION CHAMER	ELECTROMETER PROBE	UNKNOWN	550-3-T	1-BA-01 STG	31-436.1	7/9/2012	1,805.00
		Remaining Personal Property:	52 Assets						1,917,370.16

U.S. Department of Energy
Facilities Information Management System
Owned Building Complete Information Report

10/23/2013

Field Office: 07

EMCBC

Site: 07009 Energy Tech Eng Ctr 700

Area: 001 All

Property ID	Property Name	Usage Description	Alternate Name	Excess Ind / Date	EST. Disposition Year
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019 - IO700014	Snap Flight Test Facility	672 Work In Process/Ready Building	Etec Data Coll	Yes 01/01/2012	2016
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Property

HQ Program Office: EM
Status: Shutdown Pending D&D
Status Date: 11/02/2011
Asset Type: 501 Buildings
Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A
Historic Designation: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Total Number of Occupants: 0
Model Bldg: MB04 Steel Braced Frame
Hazard Category: 10 Not Applicable
Mission Dependency: Not Mission Dependent
Mission Dep Program: Not Applicable
Using Organization: Department of Energy
Main Location: SSFL 5800 Woolsey Canyon
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional District: 20

Cost

Initial Acquisition Cost: \$ 265,506
Capitalized Ind: Yes
Estimate Ind: No
Total Improvement Cost: \$ 154,667
Replacement Value: \$ 2,311,159 HQ
RPV Model: N14 Maintenance Shops
Site Factor: 1.568
Geographic Factor: 1.044

Condition

Year Built: 1963
Year Acquired: 1963
Summary Condition: Not Applicable
Deficiency: D30 HVAC
D20 Plumbing

Dimensions

No of Floors: 1
Gross SQFT: 6,402
Net Usable SQFT: 5,438
Energy Consuming Buildings/Facilities: 0
Energy Consuming Metered Proc(Excluded): 0
Non-Energy Consuming Bldg/Facilities: 6,402
Meters:
Electricity: Not Metered Steam/Hot Water: Not Metered
Gas-Natural: Not Metered Water-Chilled: Not Metered
Gas-Other: Not Metered Water-Potable: Not Metered
Coal: Not Metered Water-Non-Potable: Not Metered
Fuel Oil: Not Metered

Utilization: 50 %
EMS4 Site: 6018

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/27/2011
ACI: 1
Annual Req'd Maint: \$ 0
Anual Actual Maint:

U.S. Department of Energy
Facilities Information Management System
Owned Building Complete Information Report

10/23/2013

Field Office: 07

EMCBC

Site: 07009 Energy Tech Eng Ctr 700

Area: 001 All

Property ID	Property Name	Usage Description	Alternate Name	Excess Ind / Date	EST. Disposition Year
021 - IO700115	R/A Waste Decontamination	801 Other		Yes 01/01/2012	2017

Property

HQ Program Office: EM
Status: Shutdown Pending D&D
Status Date: 11/02/2011
Asset Type: 501 Buildings
Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A
Historic Designation: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Total Number of Occupants: 0
Model Bldg: MB04 Steel Braced Frame
Hazard Category: 04 Radiological Facility
Mission Dependency: Not Mission Dependent
Mission Dep Program: Not Applicable
Using Organization: Department of Energy
Main Location: SSFL 5800 Woolsey Canyon
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional District: 20

Cost

Initial Acquisition Cost: \$ 228,012
Capitalized Ind: Yes
Estimate Ind: No
Total Improvement Cost: \$ 0
Replacement Value: \$ 338,017 HQ
RPV Model: E25 Warehouse/Storage(pre-eng)
Site Factor: 1.568
Geographic Factor: 1.044

Condition

Year Built: 1959
Year Acquired: 1959
Summary Condition: Not Applicable
Deficiency: D50 Electrical
D20 Plumbing

Dimensions

No of Floors: 1
Gross SQFT: 3,025
Net Usable SQFT: 2,778
Energy Consuming Buildings/Facilities: 0
Energy Consuming Metered Proc(Excluded): 0
Non-Energy Consuming Bldg/Facilities: 3,025
Meters:
Electricity: Not Metered Steam/Hot Water: Not Metered
Gas-Natural: Not Metered Water-Chilled: Not Metered
Gas-Other: Not Metered Water-Potable: Not Metered
Coal: Not Metered Water-Non-Potable: Not Metered
Fuel Oil: Not Metered

Utilization: 0 %
EMS4 Site: 6018

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/27/2011
ACI: 1
Annual Req'd Maint: \$ 0
Anual Actual Maint:

U.S. Department of Energy
Facilities Information Management System
Owned Building Complete Information Report

10/23/2013

Field Office: 07

EMCBC

Site: 07009 Energy Tech Eng Ctr 700

Area: 001 All

Property ID	Property Name	Usage Description	Alternate Name	Excess Ind / Date	EST. Disposition Year
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022 - IO700016	R/A Vault Storage	801 Other		Yes 01/01/2012	2017
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Property

HQ Program Office: EM
Status: Shutdown Pending D&D
Status Date: 11/02/2011
Asset Type: 501 Buildings
Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A
Historic Designation: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Total Number of Occupants: 0
Model Bldg: MB04 Steel Braced Frame
Hazard Category: 04 Radiological Facility
Mission Dependency: Not Mission Dependent
Mission Dep Program: Not Applicable
Using Organization: Department of Energy
Main Location: SSFL 5800 Woolsey Canyon
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional District: 20

Cost

Initial Acquisition Cost: \$ 539,391
Capitalized Ind: Yes
Estimate Ind: No
Total Improvement Cost: \$ 0
Replacement Value: \$ 1,456,357 HQ
RPV Model: N19 Records Storage/Vault
Site Factor: 1.568
Geographic Factor: 1.044

Condition

Year Built: 1959
Year Acquired: 1959
Summary Condition: Not Applicable
Deficiency: 00 None

Dimensions

No of Floors: 1
Gross SQFT: 4,093
Net Usable SQFT: 3,910
Energy Consuming Buildings/Facilities: 0
Energy Consuming Metered Proc(Excluded): 0
Non-Energy Consuming Bldg/Facilities: 4,093
Meters:
Electricity: Not Metered Steam/Hot Water: Not Metered
Gas-Natural: Not Metered Water-Chilled: Not Metered
Gas-Other: Not Metered Water-Potable: Not Metered
Coal: Not Metered Water-Non-Potable: Not Metered
Fuel Oil: Not Metered

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/27/2011
ACI: 1
Annual Req'd Maint: \$ 0
Anual Actual Maint:

Utilization: 100 %
EMS4 Site: 6018

U.S. Department of Energy
Facilities Information Management System
Owned Building Complete Information Report

10/23/2013

Field Office: 07

EMCBC

Site: 07009 Energy Tech Eng Ctr 700

Area: 001 All

Property ID	Property Name	Usage Description	Alternate Name	Excess Ind / Date	EST. Disposition Year
024 - IO700017	Development Test Lab	791 Laboratories, General (Non-Nuclear)		Yes 01/01/2010	2016

Property

HQ Program Office: EM
Status: Shutdown Pending D&D
Status Date: 11/02/2011
Asset Type: 501 Buildings
Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A
Historic Designation: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Total Number of Occupants: 0
Model Bldg: MB04 Steel Braced Frame
Hazard Category: 04 Radiological Facility
Mission Dependency: Not Mission Dependent
Mission Dep Program: Not Applicable
Using Organization: Department of Energy
Main Location: SSFL 5800 Woolsey Canyon
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional District: 20

Cost

Initial Acquisition Cost: \$ 1,927,615
Capitalized Ind: Yes
Estimate Ind: No
Total Improvement Cost: \$ 0
Replacement Value: \$ 2,734,096 HQ
RPV Model: E16 Office-Medium
Site Factor: 1.568
Geographic Factor: 1.044

Condition

Year Built: 1960
Year Acquired: 1960
Summary Condition: Not Applicable
Deficiency: D50 Electrical
D20 Plumbing
D40 Fire Protection
D30 HVAC

Dimensions

No of Floors: 1
Gross SQFT: 14,147
Net Usable SQFT: 14,147
Energy Consuming Buildings/Facilities: 0
Energy Consuming Metered Proc(Excluded): 0
Non-Energy Consuming Bldg/Facilities: 14,147
Meters:
Electricity: Not Metered Steam/Hot Water: Not Metered
Gas-Natural: Not Metered Water-Chilled: Not Metered
Gas-Other: Not Metered Water-Potable: Not Metered
Coal: Not Metered Water-Non-Potable: Not Metered
Fuel Oil: Not Metered

Utilization: 10 %
EMS4 Site: 6018

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/27/2011
ACI: 1
Annual Req'd Maint: \$ 0
Annual Actual Maint:

U.S. Department of Energy
Facilities Information Management System
Owned Building Complete Information Report

10/23/2013

Field Office: 07

EMCBC

Site: 07009 Energy Tech Eng Ctr 700

Area: 001 All

Property ID	Property Name	Usage Description	Alternate Name	Excess Ind / Date	EST. Disposition Year
029 - IO700022	Sodium Waste Storage	410 Hazardous/Flammable Storage	Sodium Waste St	Yes 01/01/2007	2016

Property

HQ Program Office: EM
Status: Shutdown Pending D&D
Status Date: 11/02/2011
Asset Type: 501 Buildings
Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A
Historic Designation: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Total Number of Occupants: 0
Model Bldg: MB05 Steel Light Frame
Hazard Category: 05 Chemical Hazard Facility
Mission Dependency: Not Mission Dependent
Mission Dep Program: Not Applicable
Using Organization: Department of Energy
Main Location: SSFL 5800 Woolsey Canyon
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional District: 20

Cost

Initial Acquisition Cost: \$ 41,594
Capitalized Ind: Yes
Estimate Ind: No
Total Improvement Cost:
Replacement Value: \$ 397,684 HQ
RPV Model: N05 Explosives Handling
Site Factor: 1.568
Geographic Factor: 1.044

Condition

Year Built: 1963
Year Acquired: 1963
Summary Condition: Not Applicable
Deficiency: D50 Electrical
D20 Plumbing
D30 HVAC
D40 Fire Protection

Dimensions

No of Floors: 1
Gross SQFT: 800
Net Usable SQFT: 800
Energy Consuming Buildings/Facilities: 0
Energy Consuming Metered Proc(Excluded): 0
Non-Energy Consuming Bldg/Facilities: 800
Meters:
Electricity: Not Metered Steam/Hot Water: Not Metered
Gas-Natural: Not Metered Water-Chilled: Not Metered
Gas-Other: Not Metered Water-Potable: Not Metered
Coal: Not Metered Water-Non-Potable: Not Metered
Fuel Oil: Not Metered

Utilization: 0 %
EMS4 Site: 6018

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/27/2011
ACI: 1
Annual Req'd Maint: \$ 0
Anual Actual Maint:

U.S. Department of Energy
Facilities Information Management System
Owned Building Complete Information Report

10/23/2013

Field Office: 07

EMCBC

Site: 07009 Energy Tech Eng Ctr 700

Area: 001 All

Property ID	Property Name	Usage Description	Alternate Name	Excess Ind / Date	EST. Disposition Year
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034 - IO700026	RMHF Office Bldg	101 Office		Yes 01/01/2010	2018
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Property

HQ Program Office: EM
Status: Shutdown Pending D&D
Status Date: 11/02/2011
Asset Type: 501 Buildings
Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A
Historic Designation: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Total Number of Occupants: 2
Model Bldg: MB04 Steel Braced Frame
Hazard Category: 04 Radiological Facility
Mission Dependency: Not Mission Dependent
Mission Dep Program: Not Applicable
Using Organization: Department of Energy
Main Location: SSFL 5800 Woolsey Canyon
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional District: 20

Cost

Initial Acquisition Cost: \$ 24,483
Capitalized Ind: Yes
Estimate Ind: No
Total Improvement Cost: \$ 0
Replacement Value: \$ 126,436 HQ
RPV Model: E15 Office-Small
Site Factor: 1.568
Geographic Factor: 1.044

Condition

Year Built: 1963
Year Acquired: 1963
Summary Condition: Not Applicable
Deficiency: D20 Plumbing

Dimensions

No of Floors: 1
Gross SQFT: 653
Net Usable SQFT: 504
Energy Consuming Buildings/Facilities: 0
Energy Consuming Metered Proc(Excluded): 0
Non-Energy Consuming Bldg/Facilities: 653
Meters:
Electricity: Not Metered Steam/Hot Water: Not Metered
Gas-Natural: Not Metered Water-Chilled: Not Metered
Gas-Other: Not Metered Water-Potable: Not Metered
Coal: Not Metered Water-Non-Potable: Not Metered
Fuel Oil: Not Metered

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/27/2011
ACI: 1
Annual Req'd Maint: \$ 0
Annual Actual Maint:

Utilization: 100 %
EMS4 Site: 6018

U.S. Department of Energy
Facilities Information Management System
Owned Building Complete Information Report

10/23/2013

Field Office: 07

EMCBC

Site: 07009 Energy Tech Eng Ctr 700

Area: 001 All

Property ID	Property Name	Usage Description	Alternate Name	Excess Ind / Date	EST. Disposition Year
038 - IO700030	Etec Admin Headquarters	101 Office	Etec Admin Head	Yes 01/01/2007	2016

Property

HQ Program Office: EM
Status: Shutdown Pending D&D
Status Date: 04/26/2012
Asset Type: 501 Buildings
Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A
Historic Designation: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Total Number of Occupants: 0
Model Bldg: MB04 Steel Braced Frame
Hazard Category: 10 Not Applicable
Mission Dependency: Not Mission Dependent
Mission Dep Program: Not Applicable
Using Organization: Department of Energy
Main Location: SSFL 5800 Woolsey Canyon
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional District: 20

Cost

Initial Acquisition Cost: \$ 291,868
Capitalized Ind: Yes
Estimate Ind: No
Total Improvement Cost: \$ 977,255
Replacement Value: \$ 2,961,857 HQ
RPV Model: E15 Office-Small
Site Factor: 1.568
Geographic Factor: 1.044

Condition

Year Built: 1963
Year Acquired: 1963
Summary Condition: Not Applicable
Deficiency: D30 HVAC
D20 Plumbing

Dimensions

No of Floors: 1
Gross SQFT: 15,297
Net Usable SQFT: 12,136
Energy Consuming Buildings/Facilities: 0
Energy Consuming Metered Proc(Excluded): 0
Non-Energy Consuming Bldg/Facilities: 15,297
Meters:
Electricity: Not Metered Steam/Hot Water: Not Metered
Gas-Natural: Not Metered Water-Chilled: Not Metered
Gas-Other: Not Metered Water-Potable: Not Metered
Coal: Not Metered Water-Non-Potable: Not Metered
Fuel Oil: Not Metered

Utilization: 0 %
EMS4 Site: 6018

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/27/2011
ACI: 1
Annual Req'd Maint: \$ 0
Anual Actual Maint:

U.S. Department of Energy
Facilities Information Management System
Owned Building Complete Information Report

10/23/2013

Field Office: 07

EMCBC

Site: 07009 Energy Tech Eng Ctr 700

Area: 001 All

Property ID	Property Name	Usage Description	Alternate Name	Excess Ind / Date	EST. Disposition Year
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044 - IO700273

RMHF HP Office

101 Office

Yes 01/01/2012 2018

Property

HQ Program Office: EM
Status: Shutdown Pending D&D
Status Date: 11/02/2011
Asset Type: 501 Buildings
Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A
Historic Designation: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Total Number of Occupants: 0
Model Bldg: MB04 Steel Braced Frame
Hazard Category: 04 Radiological Facility
Mission Dependency: Not Mission Dependent
Mission Dep Program: Not Applicable
Using Organization: Department of Energy
Main Location: SSFL 5800 Woolsey Canyon
City: Simi Valley
State: CA
Zip: 91304
County: Ventura
Congressional District: 20

Cost

Initial Acquisition Cost: \$ 31,984
Capitalized Ind: Yes
Estimate Ind: No
Total Improvement Cost: \$ 0
Replacement Value: \$ 154,899 HQ
RPV Model: E15 Office-Small
Site Factor: 1.568
Geographic Factor: 1.044

Condition

Year Built: 1959
Year Acquired: 1959
Summary Condition: Not Applicable
Deficiency: D20 Plumbing

Dimensions

No of Floors: 1
Gross SQFT: 800
Net Usable SQFT: 800
Energy Consuming Buildings/Facilities: 0
Energy Consuming Metered Proc(Excluded): 0
Non-Energy Consuming Bldg/Facilities: 800
Meters:
Electricity: Not Metered Steam/Hot Water: Not Metered
Gas-Natural: Not Metered Water-Chilled: Not Metered
Gas-Other: Not Metered Water-Potable: Not Metered
Coal: Not Metered Water-Non-Potable: Not Metered
Fuel Oil: Not Metered

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/27/2011
ACI: 1
Annual Req'd Maint: \$ 0
Anual Actual Maint:

Utilization: 10 %
EMS4 Site: 6018

U.S. Department of Energy
Facilities Information Management System
Owned Building Complete Information Report

10/23/2013

Field Office: 07

EMCBC

Site: 07009 Energy Tech Eng Ctr 700

Area: 001 All

Property ID	Property Name	Usage Description	Alternate Name	Excess Ind / Date	EST. Disposition Year
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057 - IO700035	Etec General Test	793 Multifunction Research/Lab Building	Etec General Te	Yes 01/01/2007	2016
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Property

HQ Program Office: EM
Status: Shutdown Pending D&D
Status Date: 04/26/2012
Asset Type: 501 Buildings
Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A
Historic Designation: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Total Number of Occupants: 0
Model Bldg: MB04 Steel Braced Frame
Hazard Category: 10 Not Applicable
Mission Dependency: Not Mission Dependent
Mission Dep Program: Not Applicable
Using Organization: Department of Energy
Main Location: SSFL 5800 Woolsey Canyon
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional District: 20

Cost

Initial Acquisition Cost: \$ 362,358
Capitalized Ind: Yes
Estimate Ind: No
Total Improvement Cost: \$ 544,509
Replacement Value: \$ 3,361,058 HQ
RPV Model: N08 Labs-Hard Eng (80/20)
Site Factor: 1.568
Geographic Factor: 1.044

Condition

Year Built: 1962
Year Acquired: 1962
Summary Condition: Not Applicable
Deficiency: D20 Plumbing
D30 HVAC

Dimensions

No of Floors: 1
Gross SQFT: 7,210
Net Usable SQFT: 6,629
Energy Consuming Buildings/Facilities: 0
Energy Consuming Metered Proc(Excluded): 0
Non-Energy Consuming Bldg/Facilities: 7,210
Meters:
Electricity: Not Metered Steam/Hot Water: Not Metered
Gas-Natural: Not Metered Water-Chilled: Not Metered
Gas-Other: Not Metered Water-Potable: Not Metered
Coal: Not Metered Water-Non-Potable: Not Metered
Fuel Oil: Not Metered

Utilization: 75 %
EMS4 Site: 6018

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/27/2011
ACI: 1
Annual Req'd Maint: \$ 0
Anual Actual Maint:

U.S. Department of Energy
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Field Office: 07

EMCBC

Site: 07009 Energy Tech Eng Ctr 700

Area: 001 All

Property ID	Property Name	Usage Description	Alternate Name	Excess Ind / Date	EST. Disposition Year
075 - IO700294	Contaminated Equip Storage	801 Other		Yes 01/01/2012	2017

Property

HQ Program Office: EM
Status: Shutdown Pending D&D
Status Date: 11/02/2011
Asset Type: 501 Buildings
Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A
Historic Designation: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Total Number of Occupants: 0
Model Bldg: MB04 Steel Braced Frame
Hazard Category: 04 Radiological Facility
Mission Dependency: Not Mission Dependent
Mission Dep Program: Not Applicable
Using Organization: Department of Energy
Main Location: SSFL 5800 Woolsey Canyon
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional District: 20

Cost

Initial Acquisition Cost: \$ 36,201
Capitalized Ind: Yes
Estimate Ind: No
Total Improvement Cost: \$ 0
Replacement Value: \$ 246,613 HQ
RPV Model: E25 Warehouse/Storage(pre-eng)
Site Factor: 1.568
Geographic Factor: 1.044

Condition

Year Built: 1972
Year Acquired: 1972
Summary Condition: Not Applicable
Deficiency: D30 HVAC
D20 Plumbing

Dimensions

No of Floors: 1
Gross SQFT: 2,207
Net Usable SQFT: 2,207
Energy Consuming Buildings/Facilities: 0
Energy Consuming Metered Proc(Excluded): 0
Non-Energy Consuming Bldg/Facilities: 2,207
Meters:
Electricity: Not Metered Steam/Hot Water: Not Metered
Gas-Natural: Not Metered Water-Chilled: Not Metered
Gas-Other: Not Metered Water-Potable: Not Metered
Coal: Not Metered Water-Non-Potable: Not Metered
Fuel Oil: Not Metered

Utilization: 0 %
EMS4 Site: 6018

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/27/2011
ACI: 1
Annual Req'd Maint: \$ 0
Anual Actual Maint:

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Facilities Information Management System
Owned Building Complete Information Report

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Field Office: 07

EMCBC

Site: 07009 Energy Tech Eng Ctr 700

Area: 001 All

Property ID	Property Name	Usage Description	Alternate Name	Excess Ind / Date	EST. Disposition Year
133 - IO700451	Hazardous Waste Trtmt Fac	781 Large Scale Demonstration/Research Building	_Hazardous Waste	Yes 01/01/2007	2016

Property

HQ Program Office: EM
Status: Shutdown Pending D&D
Status Date: 03/14/2007
Asset Type: 501 Buildings
Reporting Source: SFB Rockwell Intrnl Corp,
Atomics Intl A
Historic Designation: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Total Number of Occupants: 0
Model Bldg: MB04 Steel Braced Frame
Hazard Category: 05 Chemical Hazard Facility
Mission Dependency: Not Mission Dependent
Mission Dep Program: Not Applicable
Using Organization: Department of Energy
Main Location: SSFL 5800 Woolsey Canyon
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional District: 20

Cost

Initial Acquisition Cost: \$ 2,674
Capitalized Ind: Yes
Estimate Ind: No
Total Improvement Cost: \$ 197,302
Replacement Value: \$ 205,579 HQ
RPV Model: N08 Labs-Hard Eng (80/20)
Site Factor: 1.568
Geographic Factor: 1.044

Condition

Year Built: 1978
Year Acquired: 1978
Summary Condition: Not Applicable
Deficiency: D50 Electrical
D20 Plumbing
D40 Fire Protection

Dimensions

No of Floors: 1
Gross SQFT: 441
Net Usable SQFT: 441
Energy Consuming Buildings/Facilities: 0
Energy Consuming Metered Proc(Excluded): 0
Non-Energy Consuming Bldg/Facilities: 441
Meters:
Electricity: Not Metered Steam/Hot Water: Not Metered
Gas-Natural: Not Metered Water-Chilled: Not Metered
Gas-Other: Not Metered Water-Potable: Not Metered
Coal: Not Metered Water-Non-Potable: Not Metered
Fuel Oil: Not Metered

Utilization: 100 %
EMS4 Site: 6018

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/27/2011
ACI: 1
Annual Req'd Maint: \$ 0
Anual Actual Maint:

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Field Office: 07

EMCBC

Site: 07009 Energy Tech Eng Ctr 700

Area: 001 All

Property ID	Property Name	Usage Description	Alternate Name	Excess Ind / Date	EST. Disposition Year
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462 - IO700316	Sodium Pump Test Facility	781 Large Scale Demonstration/Research Building	Sodium Pump Tes	Yes 01/01/2007	2016
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Property

HQ Program Office: EM
Status: Shutdown Pending D&D
Status Date: 04/26/2012
Asset Type: 501 Buildings
Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A
Historic Designation: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Total Number of Occupants: 0
Model Bldg: MB04 Steel Braced Frame
Hazard Category: 10 Not Applicable
Mission Dependency: Not Mission Dependent
Mission Dep Program: Not Applicable
Using Organization: Department of Energy
Main Location: SSFL 5800 Woolsey Canyon
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional District: 20

Cost

Initial Acquisition Cost: \$ 17,234,462
Capitalized Ind: Yes
Estimate Ind: No
Total Improvement Cost: \$ 14,691,273
Replacement Value: \$ 4,789,392 HQ
RPV Model: N08 Labs-Hard Eng (80/20)
Site Factor: 1.568
Geographic Factor: 1.044

Condition

Year Built: 1975
Year Acquired: 1975
Summary Condition: Not Applicable
Deficiency: D20 Plumbing
D30 HVAC
D50 Electrical
D40 Fire Protection

Dimensions

No of Floors: 6
Gross SQFT: 10,274
Net Usable SQFT: 9,014
Energy Consuming Buildings/Facilities: 0
Energy Consuming Metered Proc(Excluded): 0
Non-Energy Consuming Bldg/Facilities: 10,274
Meters:
Electricity: Not Metered Steam/Hot Water: Not Metered
Gas-Natural: Not Metered Water-Chilled: Not Metered
Gas-Other: Not Metered Water-Potable:: Not Metered
Coal: Not Metered Water-Non-Potable: Not Metered
Fuel Oil: Not Metered

Utilization: 0 %
EMS4 Site: 6018

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/27/2011
ACI: 1
Annual Req'd Maint: \$ 0
Anual Actual Maint:

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Field Office: 07

EMCBC

Site: 07009 Energy Tech Eng Ctr 700

Area: 001 All

Property ID	Property Name	Usage Description	Alternate Name	Excess Ind / Date	EST. Disposition Year
463 - IO700323	Cleaning And Handling Fac	551 Assembly Facilities	Cleaning And Ha	Yes 01/01/2007	2016

Property

HQ Program Office: EM
Status: Shutdown Pending D&D
Status Date: 04/26/2012
Asset Type: 501 Buildings
Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A
Historic Designation: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Total Number of Occupants: 0
Model Bldg: MB04 Steel Braced Frame
Hazard Category: 05 Chemical Hazard Facility
Mission Dependency: Not Mission Dependent
Mission Dep Program: Not Applicable
Using Organization: Department of Energy
Main Location: SSFL 5800 Woolsey Canyon
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional District: 20

Cost

Initial Acquisition Cost: \$ 2,037,092
Capitalized Ind: Yes
Estimate Ind: No
Total Improvement Cost: \$ 355,638
Replacement Value: \$ 2,154,367 HQ
RPV Model: N17 Process Bldg-Small
Site Factor: 1.568
Geographic Factor: 1.044

Condition

Year Built: 1975
Year Acquired: 1975
Summary Condition: Not Applicable
Deficiency: D20 Plumbing
D30 HVAC
D40 Fire Protection
D50 Electrical
E10 Equipment

Dimensions

No of Floors: 1
Gross SQFT: 6,635
Net Usable SQFT: 5,344
Energy Consuming Buildings/Facilities: 0
Energy Consuming Metered Proc(Excluded): 0
Non-Energy Consuming Bldg/Facilities: 6,635
Meters:
Electricity: Not Metered Steam/Hot Water: Not Metered
Gas-Natural: Not Metered Water-Chilled: Not Metered
Gas-Other: Not Metered Water-Potable:: Not Metered
Coal: Not Metered Water-Non-Potable: Not Metered
Fuel Oil: Not Metered

Utilization: 0 %
EMS4 Site: 6018

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/27/2011
ACI: 1
Annual Req'd Maint: \$ 0
Anual Actual Maint:

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Field Office: 07

EMCBC

Site: 07009 Energy Tech Eng Ctr 700

Area: 001 All

Property ID	Property Name	Usage Description	Alternate Name	Excess Ind / Date	EST. Disposition Year
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621 - IO700217	R/A Accountable Waste Storage Bldg	450 Shed Storage		Yes 01/01/2012	2017
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Property

HQ Program Office: EM
Status: Shutdown Pending D&D
Status Date: 11/02/2011
Asset Type: 501 Buildings
Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A
Historic Designation: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Total Number of Occupants: 0
Model Bldg: MB04 Steel Braced Frame
Hazard Category: 04 Radiological Facility
Mission Dependency: Not Mission Dependent
Mission Dep Program: Not Applicable
Using Organization: Department of Energy
Main Location: SSFL 5800 Woolsey Canyon
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional District: 20

Cost

Initial Acquisition Cost: \$ 15,359
Capitalized Ind: Yes
Estimate Ind: No
Total Improvement Cost: \$ 0
Replacement Value: \$ 71,514 HQ
RPV Model: E25 Warehouse/Storage(pre-eng)
Site Factor: 1.568
Geographic Factor: 1.044

Condition

Year Built: 1964
Year Acquired: 1964
Summary Condition: Not Applicable
Deficiency: D30 HVAC

Dimensions

No of Floors: 1
Gross SQFT: 640
Net Usable SQFT: 614
Energy Consuming Buildings/Facilities: 0
Energy Consuming Metered Proc(Excluded): 0
Non-Energy Consuming Bldg/Facilities: 640
Meters:
Electricity: Not Metered Steam/Hot Water: Not Metered
Gas-Natural: Not Metered Water-Chilled: Not Metered
Gas-Other: Not Metered Water-Potable: Not Metered
Coal: Not Metered Water-Non-Potable: Not Metered
Fuel Oil: Not Metered

Utilization: 10 %
EMS4 Site: 6018

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/27/2011
ACI: 1
Annual Req'd Maint: \$ 0
Annual Actual Maint:

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Field Office: 07

EMCBC

Site: 07009 Energy Tech Eng Ctr 700

Area: 001 All

Property ID	Property Name	Usage Description	Alternate Name	Excess Ind / Date	EST. Disposition Year
665 - IO700213	RMHF Storage Bldg	400 General Storage		Yes 01/01/2012	2018

Property

HQ Program Office: EM
Status: Shutdown Pending D&D
Status Date: 11/02/2011
Asset Type: 501 Buildings
Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A
Historic Designation: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Total Number of Occupants: 0
Model Bldg: MB04 Steel Braced Frame
Hazard Category: 04 Radiological Facility
Mission Dependency: Not Mission Dependent
Mission Dep Program:
Using Organization: Department of Energy
Main Location: SSFL 5800 Woolsey Canyon
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional District: 20

Cost

Initial Acquisition Cost: \$ 43,793
Capitalized Ind: Yes
Estimate Ind: No
Total Improvement Cost: \$ 0
Replacement Value: \$ 73,067 HQ
RPV Model: E29 Warehouse, Mini
Site Factor: 1.568
Geographic Factor: 1.044

Condition

Year Built: 1964
Year Acquired: 1964
Summary Condition: Not Applicable
Deficiency: 00 None

Dimensions

No of Floors: 1
Gross SQFT: 480
Net Usable SQFT: 480
Energy Consuming Buildings/Facilities: 0
Energy Consuming Metered Proc(Excluded): 0
Non-Energy Consuming Bldg/Facilities: 480
Meters:
Electricity: Not Metered Steam/Hot Water: Not Metered
Gas-Natural: Not Metered Water-Chilled: Not Metered
Gas-Other: Not Metered Water-Potable: Not Metered
Coal: Not Metered Water-Non-Potable: Not Metered
Fuel Oil: Not Metered

Utilization: 0 %
EMS4 Site: 6018

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/27/2011
ACI: 1
Annual Req'd Maint: \$ 0
Anual Actual Maint:

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Field Office: 07

EMCBC

Site: 07009 Energy Tech Eng Ctr 700

Area: 001 All

Property ID	Property Name	Usage Description	Alternate Name	Excess Ind / Date	EST. Disposition Year
688 - IO700058	Auxiliary Skid Bldg	801 Other		Yes 01/01/2012	2017

Property

HQ Program Office: EM
Status: Shutdown Pending D&D
Status Date: 11/02/2011
Asset Type: 501 Buildings
Reporting Source: SFB Rockwell Intrnl Corp,
 Atomics Intl A
Historic Designation: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Total Number of Occupants: 0
Model Bldg: MB05 Steel Light Frame
Hazard Category: 04 Radiological Facility
Mission Dependency: Not Mission Dependent
Mission Dep Program:
Using Organization: Department of Energy
Main Location: SSFL 5800 Woolsey Canyon
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional District: 20

Cost

Initial Acquisition Cost: \$ 3,024
Capitalized Ind: Yes
Estimate Ind: No
Total Improvement Cost: \$ 0
Replacement Value: \$ 91,334 HQ
RPV Model: E29 Warehouse, Mini
Site Factor: 1.568
Geographic Factor: 1.044

Condition

Year Built: 1963
Year Acquired: 1963
Summary Condition: Not Applicable
Deficiency: 00 None

Dimensions

No of Floors: 1
Gross SQFT: 600
Net Usable SQFT: 600
Energy Consuming Buildings/Facilities: 0
Energy Consuming Metered Proc(Excluded): 0
Non-Energy Consuming Bldg/Facilities: 600
Meters:
Electricity: Not Metered Steam/Hot Water: Not Metered
Gas-Natural: Not Metered Water-Chilled: Not Metered
Gas-Other: Not Metered Water-Potable: Not Metered
Coal: Not Metered Water-Non-Potable: Not Metered
Fuel Oil: Not Metered

Utilization: 10 %
EMS4 Site: 6018

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/27/2011
ACI: 1
Annual Req'd Maint: \$ 0
Annual Actual Maint:

U.S. Department of Energy
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Field Office 07 EM Consolidated Business Center

Site 07009 Energy Tech Eng Ctr 700

Area 001 All

Property ID

Property Name

Excess Ind / Date

HQ Program

6700000000

Process Systems

Yes

01/01/2012

EM

Property

HQ Program Office: EM
Alternate Name: Proc. Sys.
Usage Description: 3009 Other, Research And Development
Status: D&D in Progress
Status Date: 11/02/2011
Asset Type: 670 Process Equipment
Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A
Historic Description: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Hazard Category: 10 Not Applicable
Mission Dependency: Not Mission Dependent
Mission Dep Program: Not Applicable
Using Organization: Department of Energy
Main Location: 93063
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional Dist: 20
Est. Disposition Year: 2017

Cost/Condition

Acquisition Cost: \$ 559.00
Capitalized Ind: Yes
Estimate Ind: No
Improvement Cost: \$ 1,608.00
Replacement Value: \$ 559.00
Year Acquired: 1950
OSF Deficiency: D10 Conveying

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/29/2011
ACI: 1
PBPI: No
Annual Required Maintenance: \$ 0
Annual Actual Maintenance:

Dimensions

Energy Consuming Building/Facilities: 0
Energy Consuming Metered Proc(Exempt): 0
Meters:
Electricity: Not Metered
Gas-Natural: Not Metered
Gas-Other: Not Metered
Coal: Not Metered
Fuel Oil: Not Metered
Steam/Hot Water: Not Metered
Water Chilled: Not Metered
Water-Potable: Not Metered
Water-Non-Potable: Not Metered
EMS4 Site: 6018
Size/Capacity: 1.000 EACH
Secondary Size/Capacity:

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Field Office 07 EM Consolidated Business Center

Site 07009 Energy Tech Eng Ctr 700

Area 001 All

Property ID

Property Name

Excess Ind / Date

HQ Program

7111140280

Elec. Systems

Yes

01/01/2012

EM

Property

HQ Program Office: EM
Alternate Name: Elec. Systems
Usage Description: 8979 Substations
Status: Operating Pending D&D
Status Date: 04/26/2012
Asset Type: 615 Elect Generation, Transmission,
Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A
Historic Description: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Hazard Category: 10 Not Applicable
Mission Dependency: Not Mission Dependent
Mission Dep Program: Not Applicable
Using Organization: Department of Energy
Main Location: 93063
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional Dist: 20
Est. Disposition Year: 2017

Cost/Condition

Acquisition Cost: \$ 1,299,664.00
Capitalized Ind: Yes
Estimate Ind: No
Improvement Cost: \$ 15,228,100.00
Replacement Value: \$ 867,600.00
Year Acquired: 1950
OSF Deficiency: 00 None

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/29/2011
ACI: 1
PBPI: No
Annual Required Maintenance: \$ 0
Annual Actual Maintenance:

Dimensions

Energy Consuming Building/Facilities: 0
Energy Consuming Metered Proc(Exempt): 0
Meters:
Electricity: Not Metered
Gas-Natural: Not Metered
Gas-Other: Not Metered
Coal: Not Metered
Fuel Oil: Not Metered
Steam/Hot Water: Not Metered
Water Chilled: Not Metered
Water-Potable: Not Metered
Water-Non-Potable: Not Metered
EMS4 Site: 6018
Size/Capacity: 18,000.00 KVA
Secondary Size/Capacity:

U.S. Department of Energy
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Field Office 07 EM Consolidated Business Center

Site 07009 Energy Tech Eng Ctr 700

Area 001 All

Property ID

Property Name

Excess Ind / Date

HQ Program

7131140283

Water Distribution Sys.

Yes

01/01/2012

EM

Property

HQ Program Office: EM
Alternate Name: Water Distribut
Usage Description: 8119 Other, Water Lines
Status: Shutdown Pending D&D
Status Date: 04/26/2012
Asset Type: 650 Water Supply, Pumping, Treatment,
Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A
Historic Description: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Hazard Catogory: 10 Not Applicable
Mission Dependency: Not Mission Dependent
Mission Dep Program: Not Applicable
Using Organization: Department of Energy
Main Location: 93063
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional Dist: 20
Est. Disposition Year: 2017

Cost/Condition

Acquisition Cost: \$ 360,955.00
Capitalized Ind: Yes
Estimate Ind: No
Improvement Cost: \$ 2,159,380.00
Replacement Value: \$ 278,522.40
Year Acquired: 1950
OSF Deficiency: 00 None

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/29/2011
ACI: 1
PBPI: No
Annual Required Maintenance: \$ 0
Annual Acutal Maintenance:

Dimensions

Energy Consuming Building/Facilities: 0
Energy Consuming Metered Proc(Exempt): 0
Meters:
Electricity: Not Metered
Gas-Natural: Not Metered
Gas-Other: Not Metered
Coal: Not Metered
Fuel Oil: Not Metered
Steam/Hot Water: Not Metered
Water Chilled: Not Metered
Water-Potable: Not Metered
Water-Non-Potable: Not Metered
EMS4 Site: 6018
Size/Capacity: 5,135.000 FEET
Secondary Size/Capacity:

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Other Structures and Facilities
Owned Complete Information Report

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Field Office 07 EM Consolidated Business Center

Site 07009 Energy Tech Eng Ctr 700

Area 001 All

Property ID

Property Name

Excess Ind / Date

HQ Program

7142140284

Nat Gas Distr Lines

Yes

01/01/2012

EM

Property

HQ Program Office: EM
Alternate Name: Nat Gas Distr L
Usage Description: 8328 Piping (Other Combustible Gases)
Status: Shutdown Pending D&D
Status Date: 11/02/2011
Asset Type: 625 Gas Prod, Transmission, And Distribution
Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A
Historic Description: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Hazard Category: 10 Not Applicable
Mission Dependency: Not Mission Dependent
Mission Dep Program: Not Applicable
Using Organization: Department of Energy
Main Location: 93063
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional Dist: 20
Est. Disposition Year: 2017

Cost/Condition

Acquisition Cost: \$ 322,583.00
Capitalized Ind: Yes
Estimate Ind: No
Improvement Cost: \$ 351,144.00
Replacement Value: \$ 51,544.00
Year Acquired: 1950
OSF Deficiency: 00 None

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 11/02/2011
ACI: 1
PBPI: No
Annual Required Maintenance: \$ 0
Annual Actual Maintenance:

Dimensions

Energy Consuming Building/Facilities: 0
Energy Consuming Metered Proc(Exempt): 0
Meters:
Electricity: Not Metered
Gas-Natural: Not Metered
Gas-Other: Not Metered
Coal: Not Metered
Fuel Oil: Not Metered
Steam/Hot Water: Not Metered
Water Chilled: Not Metered
Water-Potable: Not Metered
Water-Non-Potable: Not Metered
EMS4 Site: 6018
Size/Capacity: 2,720.000 FEET
Secondary Size/Capacity:

U.S. Department of Energy
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Other Structures and Facilities
Owned Complete Information Report

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Field Office 07 EM Consolidated Business Center

Site 07009 Energy Tech Eng Ctr 700

Area 001 All

Property ID

Property Name

Excess Ind / Date

HQ Program

7154140285

Sewage System Gravity

Yes

01/01/2012

EM

Property

HQ Program Office: EM
Alternate Name: Sewage System G
Usage Description: 8529 Piping, Gravity (Sewage)
Status: Shutdown Pending D&D
Status Date: 11/02/2011
Asset Type: 640 Sewage Systems
Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A
Historic Description: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Hazard Category: 10 Not Applicable
Mission Dependency: Not Mission Dependent
Mission Dep Program: Not Applicable
Using Organization: Department of Energy
Main Location: 93063
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional Dist: 20
Est. Disposition Year: 2017

Cost/Condition

Acquisition Cost: \$ 26,701.00
Capitalized Ind: Yes
Estimate Ind: No
Improvement Cost: \$ 71,764.00
Replacement Value: \$ 26,701.00
Year Acquired: 1950
OSF Deficiency: G20 Site Improvements

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/29/2011
ACI: 1
PBPI: No
Annual Required Maintenance: \$ 0
Annual Actual Maintenance:

Dimensions

Energy Consuming Building/Facilities: 0
Energy Consuming Metered Proc(Exempt): 0
Meters:
Electricity: Not Metered
Gas-Natural: Not Metered
Gas-Other: Not Metered
Coal: Not Metered
Fuel Oil: Not Metered
Steam/Hot Water: Not Metered
Water Chilled: Not Metered
Water-Potable: Not Metered
Water-Non-Potable: Not Metered
EMS4 Site: 6018
Size/Capacity: 940.000 FEET
Secondary Size/Capacity:

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Other Structures and Facilities
Owned Complete Information Report

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Field Office 07 EM Consolidated Business Center

Site 07009 Energy Tech Eng Ctr 700

Area 001 All

Property ID

Property Name

Excess Ind / Date

HQ Program

7154140286

Storm Water Drainage Sys

Yes

01/01/2012

EM

Property

HQ Program Office: EM
Alternate Name: Storm Water Dra
Usage Description: 8629 Piping, Gravity (Stormwater)
Status: Operating Pending D&D
Status Date: 04/26/2012
Asset Type: 490 Other Improvements To Land
Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A
Historic Description: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Hazard Catogory: 10 Not Applicable
Mission Dependency: Not Mission Dependent
Mission Dep Program: Not Applicable
Using Organization: Department of Energy
Main Location: 93063
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional Dist: 20
Est. Disposition Year: 2017

Cost/Condition

Acquisition Cost: \$ 19,673.00
Capitalized Ind: Yes
Estimate Ind: No
Improvement Cost: \$ 86,165.00
Replacement Value: \$ 19,673.00
Year Acquired: 1950
OSF Deficiency: 00 None

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/29/2011
ACI: 1
PBPI: No
Annual Required Maintenance: \$ 0
Annual Acutal Maintenance:

Dimensions

Energy Consuming Building/Facilities: 0
Energy Consuming Metered Proc(Exempt): 0
Meters:
Electricity: Not Metered
Gas-Natural: Not Metered
Gas-Other: Not Metered
Coal: Not Metered
Fuel Oil: Not Metered
Steam/Hot Water: Not Metered
Water Chilled: Not Metered
Water-Potable: Not Metered
Water-Non-Potable: Not Metered
EMS4 Site: 6018
Size/Capacity: 2,442.000 FEET
Secondary Size/Capacity:

U.S. Department of Energy
Facilities Information Management System
Other Structures and Facilities
Owned Complete Information Report

10/23/2013

Field Office 07 EM Consolidated Business Center

Site 07009 Energy Tech Eng Ctr 700

Area 001 All

Property ID

Property Name

Excess Ind / Date

HQ Program

721140288

Commun Sys Lines

Yes

01/01/2012

EM

Property

HQ Program Office: EM
Alternate Name: Commun Sys Line
Usage Description: 7221 Cables, Above Ground (Voice/Data)
Status: Shutdown Pending D&D
Status Date: 11/02/2011
Asset Type: 610 Communications Systems
Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A
Historic Description: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Hazard Category: 10 Not Applicable
Mission Dependency: Not Mission Dependent
Mission Dep Program: Not Applicable
Using Organization: Department of Energy
Main Location: 93063
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional Dist: 20
Est. Disposition Year: 2017

Cost/Condition

Acquisition Cost: \$ 205,193.00
Capitalized Ind: Yes
Estimate Ind: No
Improvement Cost: \$ 145,615.00
Replacement Value: \$ 205,193.00
Year Acquired: 1950
OSF Deficiency: 00 None

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/29/2011
ACI: 1
PBPI: No
Annual Required Maintenance: \$ 0
Annual Actual Maintenance:

Dimensions

Energy Consuming Building/Facilities: 0
Energy Consuming Metered Proc(Exempt): 0
Meters:
Electricity: Not Metered
Gas-Natural: Not Metered
Gas-Other: Not Metered
Coal: Not Metered
Fuel Oil: Not Metered
Steam/Hot Water: Not Metered
Water Chilled: Not Metered
Water-Potable: Not Metered
Water-Non-Potable: Not Metered
EMS4 Site: 6018
Size/Capacity: 4.000 FEET
Secondary Size/Capacity:

U.S. Department of Energy
Facilities Information Management System
Other Structures and Facilities
Owned Complete Information Report

10/23/2013

Field Office 07 EM Consolidated Business Center

Site 07009 Energy Tech Eng Ctr 700

Area 001 All

Property ID

Property Name

Excess Ind / Date

HQ Program

761140289

Paved Roads

Yes

01/01/2012

EM

Property

HQ Program Office: EM
Alternate Name: Payed Roads
Usage Description: 1729 Primary Roads
Status: Operating Pending D&D
Status Date: 04/26/2012
Asset Type: 470 Roads, Walks, And Paved Areas
Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A
Historic Description: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Hazard Catogory: 10 Not Applicable
Mission Dependency: Not Mission Dependent
Mission Dep Program: Not Applicable
Using Organization: Department of Energy
Main Location: 93063
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional Dist: 20
Est. Disposition Year: 2017

Cost/Condition

Acquisition Cost: \$ 337,480.00
Capitalized Ind: Yes
Estimate Ind: No
Improvement Cost: \$ 550,883.00
Replacement Value: \$ 573,990.00
Year Acquired: 1950
OSF Deficiency: 00 None

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/29/2011
ACI: 1
PBPI: No
Annual Required Maintenance: \$ 0
Annual Acutal Maintenance:

Dimensions

Energy Consuming Building/Facilities: 0
Energy Consuming Metered Proc(Exempt): 0
Meters:
Electricity: Not Metered
Gas-Natural: Not Metered
Gas-Other: Not Metered
Coal: Not Metered
Fuel Oil: Not Metered
Steam/Hot Water: Not Metered
Water Chilled: Not Metered
Water-Potable: Not Metered
Water-Non-Potable: Not Metered
EMS4 Site: 6018
Size/Capacity: 2.000 MILES
Secondary Size/Capacity: 2.000 LM

U.S. Department of Energy
Facilities Information Management System
Other Structures and Facilities
Owned Complete Information Report

10/23/2013

Field Office 07 EM Consolidated Business Center

Site 07009 Energy Tech Eng Ctr 700

Area 001 All

Property ID

Property Name

Excess Ind / Date

HQ Program

802140290

Fencing

Yes

01/01/2012

EM

Property

HQ Program Office: EM
Alternate Name: Fencing
Usage Description: 2429 Fencing
Status: Operating Pending D&D
Status Date: 04/26/2012
Asset Type: 480 Fences And Guard Towers
Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A
Historic Description: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Hazard Category: 10 Not Applicable
Mission Dependency: Not Mission Dependent
Mission Dep Program: Not Applicable
Using Organization: Department of Energy
Main Location: 93063
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional Dist: 20
Est. Disposition Year: 2017

Cost/Condition

Acquisition Cost: \$ 28,133.00
Capitalized Ind: Yes
Estimate Ind: No
Improvement Cost: \$ 28,114.00
Replacement Value: \$ 28,133.00
Year Acquired: 1950
OSF Deficiency: 00 None

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/29/2011
ACI: 1
PBPI: No
Annual Required Maintenance: \$ 0
Annual Actual Maintenance:

Dimensions

Energy Consuming Building/Facilities: 0
Energy Consuming Metered Proc(Exempt): 0
Meters:
Electricity: Not Metered
Gas-Natural: Not Metered
Gas-Other: Not Metered
Coal: Not Metered
Fuel Oil: Not Metered
Steam/Hot Water: Not Metered
Water Chilled: Not Metered
Water-Potable: Not Metered
Water-Non-Potable: Not Metered
EMS4 Site: 6018
Size/Capacity: 9.000 FEET
Secondary Size/Capacity:

U.S. Department of Energy
Facilities Information Management System
Other Structures and Facilities
Owned Complete Information Report

10/23/2013

Field Office 07 EM Consolidated Business Center

Site 07009 Energy Tech Eng Ctr 700

Area 001 All

Property ID

Property Name

Excess Ind / Date

HQ Program

806140292

Monitoring Systems

Yes

01/01/2012

EM

Property

HQ Program Office: EM
Alternate Name: Monitoring Syst
Usage Description: 7008 Other, Communications Monitoring
Status: Operating Pending D&D
Status Date: 04/26/2012
Asset Type: 620 Fire Alarms Systems
Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A
Historic Description: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Hazard Category: 10 Not Applicable
Mission Dependency: Not Mission Dependent
Mission Dep Program: Not Applicable
Using Organization: Department of Energy
Main Location: 93063
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional Dist: 20
Est. Disposition Year: 2017

Cost/Condition

Acquisition Cost: \$ 49,585.00
Capitalized Ind: Yes
Estimate Ind: No
Improvement Cost: \$ 65,322.00
Replacement Value: \$ 49,585.00
Year Acquired: 1950
OSF Deficiency: 00 None

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/29/2011
ACI: 1
PBPI: No
Annual Required Maintenance: \$ 0
Annual Acutal Maintenance:

Dimensions

Energy Consuming Building/Facilities: 0
Energy Consuming Metered Proc(Exempt): 0
Meters:
Electricity: Not Metered
Gas-Natural: Not Metered
Gas-Other: Not Metered
Coal: Not Metered
Fuel Oil: Not Metered
Steam/Hot Water: Not Metered
Water Chilled: Not Metered
Water-Potable: Not Metered
Water-Non-Potable: Not Metered
EMS4 Site: 6018
Size/Capacity: 2.000 EACH
Secondary Size/Capacity:

U.S. Department of Energy
Facilities Information Management System
Other Structures and Facilities
Owned Complete Information Report

10/23/2013

Field Office 07 EM Consolidated Business Center

Site 07009 Energy Tech Eng Ctr 700

Area 001 All

Property ID

Property Name

Excess Ind / Date

HQ Program

811140293

Site Preparn- Landscapin

Yes

01/01/2012

EM

Property

HQ Program Office: EM
Alternate Name: Site Preparn-
Usage Description: 2009 Catchall
Status: Shutdown Pending D&D
Status Date: 11/02/2011
Asset Type: 490 Other Improvements To Land
Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A
Historic Description: Evaluated, Not Historic
Land Ownership: Contractor Control
Outgrant Indicator: No
Hazard Catogory: 10 Not Applicable
Mission Dependency: Not Mission Dependent
Mission Dep Program: Not Applicable
Using Organization: Department of Energy
Main Location: 93063
City: Simi Valley
State: CA
Zip: 93063
County: Ventura
Congressional Dist: 20
Est. Disposition Year: 2017

Cost/Condition

Acquisition Cost: \$ 150,623.00
Capitalized Ind: Yes
Estimate Ind: No
Improvement Cost: \$ 60,150.00
Replacement Value: \$ 150,623.00
Year Acquired: 1950
OSF Deficiency: 00 None

Maintenance

Deferred Maint Cost: \$ 0
Inspection Date: 09/29/2011
ACI: 1
PBPI: No
Annual Required Maintenance: \$ 0
Annual Acutal Maintenance:

Dimensions

Energy Consuming Building/Facilities: 0
Energy Consuming Metered Proc(Exempt): 0
Meters:
Electricity: Not Metered
Gas-Natural: Not Metered
Gas-Other: Not Metered
Coal: Not Metered
Fuel Oil: Not Metered
Steam/Hot Water: Not Metered
Water Chilled: Not Metered
Water-Potable: Not Metered
Water-Non-Potable: Not Metered
EMS4 Site: 6018
Size/Capacity: 99.000 EACH
Secondary Size/Capacity:

U.S. Department of Energy
Facilities Information Management System
Other Structures and Facilities
Owned Complete Information Report

10/23/2013

Field Office 07 EM Consolidated Business Center

Site 07009 Energy Tech Eng Ctr 700

Area 001 All

Property ID

Property Name

Excess Ind / Date

HQ Program

IO705000

SPTF Fencing

Yes

01/01/2012

EM

Property

HQ Program Office: EM

Alternate Name:

Usage Description: 2429 Fencing

Status: Shutdown Pending D&D

Status Date: 11/02/2011

Asset Type: 480 Fences And Guard Towers

Reporting Source: SFB Rockwell Intrnl Corp, Atomics Intl A

Historic Description: Evaluated, Not Historic

Land Ownership: Contractor Control

Outgrant Indicator: No

Hazard Category: 10 Not Applicable

Mission Dependency: Not Mission Dependent

Mission Dep Program: Not Applicable

Using Organization: Department of Energy

Main Location: SSFL

City: Simi Valley

State: CA

Zip: 93063

County: Ventura

Congressional Dist: 20

Est. Disposition Year: 2016

Cost/Condition

Acquisition Cost: \$ 7,290.00

Capitalized Ind: Yes

Estimate Ind: No

Improvement Cost: \$ 0.00

Replacement Value: \$ 7,290.00

Year Acquired: 2008

OSF Deficiency: 00 None

Maintenance

Deferred Maint Cost: \$ 0

Inspection Date: 11/02/2011

ACI: 1

PBPI: No

Annual Required Maintenance: \$ 0

Annual Actual Maintenance:

Dimensions

Energy Consuming Building/Facilities: 0

Energy Consuming Metered Proc(Exempt): 0

Meters:

Electricity: Not Metered

Gas-Natural: Not Metered

Gas-Other: Not Metered

Coal: Not Metered

Fuel Oil: Not Metered

Steam/Hot Water: Not Metered

Water Chilled: Not Metered

Water-Potable: Not Metered

Water-Non-Potable: Not Metered

EMS4 Site: 6018

Size/Capacity: 427.000 FEET

Secondary Size/Capacity:

FY13 Annual Performance Agreement

Office of Environmental Management



U.S. Department of Energy

Office of Environmental Management

11/28/2012

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FY 2013 Performance Agreement with the Senior Advisor for the Office of Environmental Management

The Office of Environmental Management (EM) is working to complete the safe cleanup of the environmental legacy brought about by five decades of nuclear weapons development and government-sponsored nuclear energy research. For FY 2013, EM's commitments advance the program and management goals, priorities, and expectations of the Department of Energy (DOE). They will move us toward a more efficient and effective organization by using a business model that reflects the management philosophy of empowering the Field with the authorities and resources necessary to successfully execute the EM Program mission safely.

This Performance Agreement articulates the link between DOE's Strategic Goals and those of EM. It is intended to communicate the corporate metrics used to measure progress, and convey the commitment of EM's Senior Management to the mission of DOE. This Agreement is the commitment by the EM leadership team to turn ideas into reality and resources into results.

DOE Strategic Plan and EM's Mission

In May 2011, the Department released its Strategic Plan, a document that outlines the broad, cross-cutting and collaborative goals that stretch across our complex. It is intended to serve as a blueprint for DOE to help address the Nation's energy, environmental, and nuclear challenges through transformative science and technology solutions. At the heart of that plan are the following objectives:

Goal 1: Transform Our Energy Systems. Catalyze the timely, material and efficient transformation of the Nation's energy system and secure U.S. leadership in clean energy technologies

Goal 2: The Science and Engineering Enterprise. Maintain a vibrant U.S. effort in science and engineering as a cornerstone of our economic prosperity with clear leadership in strategic areas

Goal 3: Secure Our Nation. Enhance nuclear security through defense, nonproliferation, and environmental efforts

Goal 4: Management and Operational Excellence. Establish an operational and adaptable framework that combines the best wisdom of all Department stakeholders to maximize mission success

The plan expresses how the Department's missions and programs are designed to bring the best minds and capabilities to bear on important problems. DOE draws on the diverse talents of our federal workforce, scientists and engineers from national laboratories, academia, and the private sector in multidisciplinary teams, striving to find solutions to the most complex and pressing challenges. The Department's May 2011 Strategic Plan was amended in February 2012 to update

the Targeted Outcomes. While EM's primary objective to Complete Environmental Remediation of Our Legacy and Active Sites remains the same, the Strategic Plan now identifies revised targeted outcomes to achieving these objectives; EM is responsible for supporting DOE Strategic Plan outcomes. The targeted outcomes applicable to EM are:

- Develop novel methods for addressing high-level waste that can accelerate progress and reduce costs of this multi-decade long program, with a 2012 target date for the first demonstration (DOE Goal 3)
- By September 30, 2013, achieve a 71% reduction in DOE's cold war environmental footprint (DOE Goal 3)
- Align functional and programmatic reporting and, where necessary, create organizational positions to focus and accelerate decision-making and accountability by 2013 (DOE Goal 4)
- Develop governance principles relevant to balancing mission and risk, concurrence, transparency, and dispute resolution by 2013 (DOE Goal 4)
- Measure and reduce our average time-to-hire for General Schedule positions and equivalent positions by every human resources office (from initiation date to entry on duty date) from 174 calendar days to an 80-day average that includes a 50-day target to job offer by the end of FY 2013 (DOE Goal 4)
- Complete at least 90% of our capital asset projects (achieving Critical Decision 4 [CD-4] project completion within a 3-year rolling timeline) at original scope and within 110% of the cost baseline by 2013 (DOE Goal 4)
- Improve and continue to refine Department performance management systems and processes by 2013 so that they clearly link work to mission goals, expected outcomes, and accomplishment measures. Ensure that meaningful distinctions between levels of performance are identified and rewarded appropriately (DOE Goal 4)

Measuring Progress

EM's corporate performance measures are quantitative and focus on the accomplishment of risk-reducing actions that lead to site completion. EM assigns specific measures to each site (displayed at the office level), targeted to the unique nature of a site's contamination and the associated scope of cleanup work. Progress against these measures at a site is a demonstrable indication of progress towards EM's/DOE's cleanup goals; completion of all of the measures at a site results in completion of that site. Therefore, these measures provide a gauge of progress for cleanup and associated cleanup milestones.

The following quantitative cleanup measures are tracked across the entire EM program and provide high level indications of overall programmatic progress:

- Kilograms of Plutonium or Uranium residues packaged ready for disposition/disposal
- Metric tons of depleted and natural uranium packaged in a form suitable for disposition
- Millions of gallons of high-level radioactive liquid tank waste (and other forms such as sludge and salt cake) that have been eliminated
- Number of liquid waste tanks closed

- Number of high-level waste containers/canisters ready for final disposition
- MTHM of spent nuclear fuel packaged for final disposition not including packaging for transport unless no further packaging is required after transport
- Number of cubic meters of stored transuranic (TRU)/TRU-mixed shipped for disposal.
- Number of acres of buried waste remediated
- Number of cubic meters of legacy and newly generated low-level and mixed low-level waste disposed including onsite disposal of a site's own waste, waste shipped to a commercial disposal facility, and waste shipped to another DOE site for disposal
- Number of nuclear facilities that have reached their end state within the EM program, defined as decommissioning, deactivation, dismantlement, demolition, or responsibility for the facility is transferred to another program or owner
- Number of radioactive facilities that have reached their end state within the EM program, defined as decommissioning, deactivation, dismantlement, demolition, or responsibility for the facility is transferred to another program or owner
- Number of industrial facilities that have reached their end state within the EM program, defined as decommissioning, deactivation, dismantlement, demolition, or responsibility for the facility is transferred to another program or owner
- Number of release sites considered complete after regulatory approval is obtained and no additional EM resources are required except for long-term stewardship
- Number of geographic sites eliminated, e.g., Fernald, when active remediation has been completed in accordance with the terms and conditions of cleanup agreements

Goals and Metrics

EM's primary responsibility is the safe cleanup of the environmental legacy of research and materials production by DOE and its predecessor agencies for which Congress established the EM Program. Programmatic success will be measured by *what* is accomplished, i.e., the number of sites restored, quantities of material treated and disposed of, amounts of soil and groundwater remediated, etc. However, overall success will also be measured by *how* the program is managed, i.e., through critical management goals such as safety performance, project and contract management, and excellence in business management practices.

Continuous Improvement

The measures for EM's commitments are constantly being reviewed and improved when appropriate to reflect changing conditions. EM will continually strive to improve the efficiency and effectiveness of the program.

EM continues to pursue its commitment to becoming a high-performing organization. For example, in 2012 we stood-up a Continuous Improvement Program focused on identifying potential problems within the organization's infrastructure, then collaboratively pursued solutions with EM's members who are most impacted by any changes.

To support this commitment to both improvement and programmatic success, EM has identified the following goals, strategies and metrics specifically for FY 2013. These goals evolve directly from DOE's 2012 Amended Strategic Goals articulated by the Secretary of Energy.

Safety Culture

The safety of EM workers is a core value that is incorporated into every aspect of the EM program. To best protect our workers, EM has a goal of zero accidents or incidents in the work place and to date, has maintained a strong safety record. EM continues to utilize the Integrated Safety Management System to ensure that all work activities are appropriately scoped, analyzed for hazards, comprehensively planned to eliminate or mitigate those hazards, and effectively performed by trained employees. In addition, EM follows DOE Order 226.1B; *Implementation of Department of Energy Oversight Policy* that establishes the philosophy that line management is responsible for ensuring safety when work is performed. EM seeks to continue safety improvements by instituting corrective actions, promoting lessons learned, and developing new or improved processes.

Goal 1: Improve safety, security and quality performance towards a goal of zero accidents, incidents, and defects and continue to improve the EM Complex-Wide Safety Culture. EM's Goal 1 directly supports the Department's Strategic Plan Goal 4.

Strategies

- Use rigorous management oversight to help ensure EM sites and projects integrate safety, security and quality throughout their lifecycle, including procurement, design, engineering, construction, commissioning, operation, deactivation/decommissioning, and environmental restoration
- Foster a safety culture that promotes quality work in a safe and secure manner by establishing strong leadership behaviors that reflect EM's expectations
- Develop a proactive relationship with the Defense Nuclear Facilities Safety Board (DNFSB) to expeditiously resolve DNFSB concerns and issues

Metrics

- Metric 1.1: Maintain an average Total Recordable Case rate of <1.1 and a Days Away from Work, Restricted Work or Transfer case rate of <0.6
- Metric 1.2: Both HQ and Field Offices will complete implementation of EM-QA-001 Revision 1 by June 30, 2013, and verify implementation by September 30, 2013 through an independent assessment of the established program
- Metric 1.3: Ensure that at least 80 percent of EM site contractors performing D&D, industrial or nuclear work have implemented a work planning and control (WP&C) program based on the EM-HQ, URS, or EFCOG WP&C guidance and confirmed through the annual ISM Effectiveness Review WP&C Criterion 6 assessment

- Metric 1.4: Ensure that at least 80 percent of EM sites and contractors have established performance metric systems and established metrics that monitor the health of key programs (people, processes, and equipment) to prevent identified adverse outcomes or events, data is tracked, and emergent negative trends are investigated and addressed
- Metric 1.5: Perform cyber security assistance visits to at least 7 EM field sites by September 30, 2013, meeting Federal Information Security Management Act (FISMA) requirements
- Metric 1.6: Perform assessments using the new 800-53 revision 3 controls on 4 classified systems by August 31, 2013, meeting FISMA requirements

Reducing Lifecycle Cost

EM will continue to identify opportunities to make strategic investments that reduce the overall cost of the cleanup program while shortening project and program schedules. The current life-cycle cost estimate for EM is \$274 to \$309 billion. This includes \$100 billion in actual costs from 1997 through 2011, and an additional estimate of \$174 to \$209 billion to complete EM's remaining mission in the timeframe of 2050 to 2062. EM will continue to identify opportunities, including technology development, to reduce the life-cycle cost of its program. In FY 2013, EM will continue efforts to develop technologies that allow for the segregation and stabilization of mercury contaminated debris; develop attenuation-based remedies for groundwater; and utilize technologies that enable the safe extended storage of spent (used) nuclear fuel at DOE sites.

Goal 2: Reduce the life cycle cost and accelerate the cleanup of the Cold War legacy. EM's Goal 2 directly supports the Department's Strategic Plan Goal 3.

Strategies

- Reduce risk, lower cost, and accelerate project completion by using the best scientific and technical resources available to ensure the technologies selected for development and deployment are appropriate
- Help ensure that projects have the tools necessary to succeed in the most efficient manner by working with the Federal staff, contractors, and union representatives to identify their needs
- Use Construction Project Reviews (CPR) to identify and assist in resolution of key project issues regarding scope, cost, schedule, project risk management, and technical approach
- Ensure CPR recommendations align with contract requirements. Partnership agreements may be considered but are informal
- Continue to implement the Operations Activity Protocol issued as Revision 0, March 15, 2012 and conduct quarterly reviews of operations activities. Issue protocol revision if needed based on lessons from implementation

Metrics

- Metric 2.1: Develop a Strategic Plan, by September 30, 2013, for the Applied Field Research Initiatives to identify risks and challenges for remediating source terms in vadose zone environments, define and achieve alternate end states, and determine the efficacy of technologies to achieve regulatory goals and reduce life cycle costs
- Metric 2.2: Develop by August 30, 2013, under the Advanced Simulation Capability for Environmental Management (ASCEM) program, the computational framework for calibrated models to predict the mobility of risk-driving contaminants pertinent to vadose zone natural attenuation or engineered remediation to support regulatory approval of risk-informed end states
- Metric 2.3: Develop by August 2013, the Program Plan for the Science Opportunities for Monitoring at EM Sites to prioritize monitoring challenges and associated research needs and correlate research priorities for an integrated systems-based monitoring approach to promote acceptance of alternative end points, resulting in cost reductions
- Metric 2.4: Develop analysis and risk-informed options for asbestos remediation in coordination with Field Office and EM/DOE-HQ representatives and ultimately with EPA
- Metric 2.5: Complete analysis and produce an Addendum to the EM "Decontamination and Decommissioning MAPS" detailing the D&D completed under ARRA
- Metric 2.6: Expand the use of authorized limits to support a cost effective approach to site remediation and D&D; specifically apply to Gaseous Diffusion Plants, in coordination with Portsmouth and/or Paducah
- Metric 2.7: Issue Notices of Availability for the Draft Mercury Supplemental EIS and Final Tank Closure and Waste Management EIS by December 28, 2012, and Notice of Availability for Final Mercury Supplemental EIS by September 27, 2013
- Metric 2.8: Submit DOE Order 435.1, Radioactive Waste Management, to RevCom for final Departmental review by February 22, 2013
- Metric 2.9: Disposition 4,500 cubic meters of waste collectively from the TRU waste inventories managed at Los Alamos National Laboratory Technical Area 54, Idaho Site's Advanced Mixed Waste Treatment Project Radioactive Waste Management Complex and Idaho Cleanup Project, and the Savannah River Site Transuranic Waste Program waste storage facilities in FY13
- Metric 2.10: Achieve an annual target of 12,000 metric tons of depleted and other uranium packaged for disposition
- Metric 2.11: Publish final EIS for the disposal location for Greater-than-Class C Low Level Radioactive Waste (GTCC LLW) and DOE-like GTCC LLW by March 31, 2013
- Metric 2.12: Submit Certificate of Compliance application for the DOT 9975 shipping packages to the NRC by February 28, 2013
- Metric 2.13: Execute the Field Site Manager priorities identified in the Appendix by September 30, 2013 (or by dates specifically listed in the Appendix)
- Metric 2.14: Establish certification criteria for designation of managers of Operations Activities by March 31, 2013
- Metric 2.15: Liquid Tank Waste in Inventory eliminated (mass of waste): 480 metric tons by September 30, 2013

- Metric 2.16: Liquid Waste Tanks cleaned and emptied (number of tanks): 5 tanks by September 30, 2013
- Metric 2.17: Tank waste processed for disposal (number of curies): 5.75 million curies by September 30, 2013
- Metric 2.18: HLW Packaged for Disposition (Number of Containers): 200 canisters by September 30, 2013
- Metric 2.19: Accept 2 shipments of Domestic Research Reactor Fuel and 3 shipments of Foreign Research Reactor Fuel
- Metric 2.20: Process 1.2 MT of Sodium Reactor Experiment (SRE) Fuel (At Risk) and 20 Kg of material for MOX Feed.

Compliance, Contract and Project Management

To ensure that EM delivers the best value for the American taxpayers, the FY 2013 budget request reflects its continued improvement in acquisition, contract, and project management. EM will further improve acquisition processes by obtaining early involvement and approvals on various acquisition approaches from DOE senior management, including the Office of Acquisition and Project Management, the Office of the General Counsel, and the Office of Small and Disadvantaged Business Utilization.

EM's continued progress in contract and project management has resulted in EM meeting three of the five criteria needed in order to be removed from the Government Accountability Office's (GAO) High Risk List. One of GAO's remaining concerns is that EM must provide the capacity (people and resources) to address problems. EM's organization established project sponsor positions at Headquarters for all capital asset projects to address this concern, and field project and contract management resources also need to be increased. GAO's second remaining concern is that EM must monitor and independently validate the corrective measures that it has taken to help ensure they are both effective and sustainable over the long term. EM's Annual Performance Agreement has been established as a vehicle for measuring, tracking, and validating progress. EM has also developed a Continuous Improvement Program for Contract and Project Management to guide and monitor improvements.

Goal 3: Improve project and contract management with the objective of delivering results on time and within cost. EM's Goal 3 directly supports the Department's Strategic Plan Goal 4.

Strategies

- Annually assess contract and project management staffing and skills to build and sustain needed capacity for Federal oversight of EM mission. (*GAO High Risk Criteria*)
- Independently validate the effectiveness and sustainability of contract and project management improvement actions through project and contract management reviews. (*GAO High Risk Criteria*)

- Improve the timeliness of approvals for contract performance baselines, contract modifications, and project changes to maintain contract, project and budget alignment by ensuring change management requirements and guidance is understood and being followed
- Increase the use of prime contractor small businesses
- Become a stronger owner by ensuring requirements are clearly delineated in the contracts, by holding contractors accountable for delivering results, and by ensuring contractors' performance is fairly documented
- Execute world-class contract management and administration of traditional and management and operations multi-year contracts in accordance with OMB Circular A-123, Federal Acquisition Regulation, Department of Energy Acquisition Regulation, EM Head of Contracting Activity directives to ensure the activities listed below are executed in strict compliance: (1) separation of duties and functions; (2) performance evaluation and measurement; (3) fee determination; (4) timely approval, recording/documentation of changes; (5) resolution of audit findings and other deficiencies; (6) management of acquisition workforce; (7) proper review and certification of business systems; and (8) timely contract closeout

Metrics

- Metric 3.1: Achieve the overall prime contract small business goal of 6% for each site with a stretch goal of the current DOE goal.
- Metric 3.2: Approve initial contract performance baselines with work aligned with the contract for the following five contracts (1) Portsmouth Gaseous Diffusion Plant D&D; (2) DUF6 Conversion Plants; (3) ORP Tank Operations; (4) Idaho Cleanup Project; (5) MOAB
- Metric 3.3: Ensure 90% of contracting series workforce has appropriate certification
- Metric 3.4: Implement partnering agreements for at least three additional contracts
- Metric 3.5: Complete 90% of capital asset projects (initiated after the DOE Root Cause Analysis report was issued) with TPC greater than or equal to \$10M within 10% of original cost (CD-2) and schedule performance baselines unless impacted by a directed change
- Metric 3.6: Ensure 90% of capital projects have Federal Project Directors that are certified at the appropriate level assigned to projects not later than CD-3
- Metric 3.7: Ensure 95% of contractors maintain their Earned Value Management System certification, when EVMS is required by the contract
- Metric 3.8: Manage contract and project operations activity changes so that baseline changes and/or operations activity changes are approved only after Site Office Manager and CO issues either a unilateral contract modification or completes contract negotiations for a bilateral change in all (100%) cases
- Metric 3.9: Complete 24 project peer reviews for active post CD-0 capital projects with TPCs greater than \$10M
- Metric 3.10: Notify and receive "deviation" decision from the appropriate approval authority as early as possible but at least 30 days prior to current performance baseline being breached in all (100%) cases

Management Excellence

As described in DOE's Strategic Plan, EM's success will require a sustained commitment to management excellence from Headquarters to every site office, service center, laboratory, and production facility. Management principles will be translated into action by focusing on operational and technical excellence. That excellence requires developing the most highly qualified, capable, and flexible federal workforce. Additionally, our management principles require implementation of a performance-based culture that clearly links work to agency goals, hold employees accountable for meeting our mission, and appropriately rewards employees for their efforts. These concepts are represented in EM's fourth goal.

Goal 4: Achieve excellence in management and leadership with the objective of making EM an employer of choice in the Federal Government. EM's Goal 4 directly supports the Department's Strategic Plan Goal 4.

Strategies

- Use surveys to identify where EM can enhance its customer and stakeholder relationships and implement improvements
- Improve EM's employer standing in the Federal community by designing human capital initiatives based upon the results from the Federal Employee Viewpoint Survey (EVS), and follow-up targeted surveys
- Enhance EM's ability to respond to changing needs in the workplace by collaborating with DOE's Offices of Human Capital and Personnel Management to accurately identify workplace limitations and potential solutions
- Execute/Assess an EM-wide Workforce Plan to address acquisition talent, succession planning, and performance competence so we can attract, retain, develop, mentor, and motivate the most highly-qualified, capable, and diverse workforce in the Federal Government
- Support EM's Ombudsman Program to ensure that all EM employees have a means to communicate problems to EM leadership outside the formal authority lines and to provide a prompt issue resolution mechanism
- Strengthen EM's overall financial management by implementing more robust monthly analysis of obligation and costing patterns across the complex
- Work with auditors and partner with CFO to gain a clean EM liability audit on the FY 2012 Annual Financial Statement (December 2012) which contributes to the success of the annual DOE financial audit
- Provide full support for Departmental and EM specific policies, practices and initiatives designed to create and sustain a diverse and inclusive workforce
- Commit to continuous learning to strengthen and broaden knowledge base to improve our effectiveness in managing and leading a diverse and inclusive workforce

Metrics

- Metric 4.1: Implement 90% of the “Best Places to Work” DOE EM Action Plan Initiatives by September 30, 2013
- Metric 4.2: Implement hiring reform: Reduce average Time-to-Hire for GS and equivalent employees from 174 to 80 days, including a less than or equal to 50 day target to job offer by September 30, 2013
- Metric 4.3: Integrate implementation of individual executive learning with organizational leadership development by developing Executive Excellence Plans, sharing 360 Assessment results with staff, participating in Five Dysfunctions of a Team training (Field optional), and completing required managerial training of 40 hours (new supervisors) or 24 hours (existing supervisors) by September 30, 2013
- Metric 4.4: Managers attend at least 8 hours of documented diversity/inclusion training and one Departmental or EM sponsored diversity/special emphasis program by September 30, 2013
- Metric 4.5: Ensure appropriated funds are executed in accordance with Congressional direction and OMB apportionment restrictions 100% of the time
- Metric 4.6: Respond to Inspector General/Government Accountability Office audit requirements by the agreed upon dates at least 90% of the time
- Metric 4.7: 90% of all requested documentation is submitted to the CFO and auditors within 15 days of request
- Metric 4.8: Headquarters and Sites work together to implement environmental liability guidance and processes such that the audit results in an unqualified audit opinion
- Metric 4.9: The Field makes less than 3 changes to the liability estimate between the current and previous fiscal years that were not identified to EM Headquarters
- Metric 4.10: EM-1 signs the Manager's Representation Letter certifying the completeness of EM's portion of the DOE liability

Sustainability

As stated in the DOE Strategic Plan, “*The Department is uniquely positioned to lead by example in transforming domestic energy use. Integrating sustainability throughout the Department is an essential aspect of implementing Executive Order 13514, Federal Leadership in Environmental Energy, and Economic Performance, and Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management, as well as related statutes, and meeting or exceeding all required energy management and environmental goals. As stated in the U.S. Department of Energy Strategic Sustainability Performance Plan (SSP), the Department will reduce greenhouse gas emissions from onsite combustion of fossil fuel, fugitive emissions, and purchased power by 28% and reduce emissions from outside sources—such as business travel and employee commuting—by 13% by 2020. We will strive to exceed these goals at our own facilities by incorporating sustainability into all corporate management decisions, continually improving our operations and existing infrastructure to maximize efficient use of energy and natural resources, and ensuring, whenever built, new facilities are highly energy efficient.*” The strategies and metrics of EM’s Goal 5 are our responses to the Sustainability challenge.

Goal 5: Execute the EM Mission in a Sustainable Manner. EM's Goal 5 directly supports the Department's Strategic Plan Goal 1.

Strategies

- Meet Executive Order 13514 - reduce energy intensity in agency buildings, by soliciting suggestions from the staff and contractors
- Identify means for reducing the overall EM carbon footprint
- Utilize the Department's Energy Saving Performance Contract to reduce the IT data center's infrastructure footprint while providing state of the art services

Metrics

- Metric 5.1: Implement Section 432 of the Energy Independence and Security Act at all EM sites by assessing energy and water conservation opportunities, and evaluate the assessment recommendations for potential implementation and cost effectiveness
- Metric 5.2: Achieve recognition for EPA's Federal Government Electronics Challenge, with at least 3 sites winning a Green IT Recognition award by September 30, 2013
- Metric 5.3: Reduce EM's IT data center footprint by 20% using consolidation recommendations from the Energy Saving Performance Contract by September 30, 2013

Process and Procedure

The Office of Program Planning and Budget will track/monitor the progress on all items identified in this agreement and provide periodic reports to EM Management. EM DASs and Office Directors will update the status of all items (quarterly/monthly) through the predetermined tracking or reporting systems. All changes to goals and/or metrics will be fully vetted, documented and used as lessons learned when appropriate. All the results will be evaluated and assessed to ensure success meeting of goals as well as their effectiveness and appropriateness. The results of these assessments will be considered for lessons learned and possible impact on FY 2014 goals.

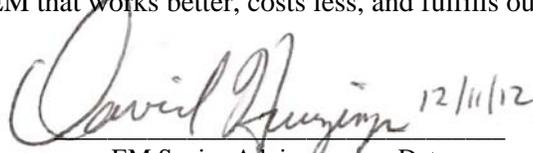
EM Senior Advisor Support

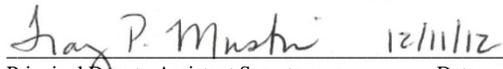
In order to accomplish the goals herein described, it is the EM Senior Advisor's objective to *provide visible, high profile support to:*

- Ensure that the necessary resources are in place to promote the success of these goals
- Communicate goal achievement and progress periodically through EM Updates, Reports and other media
- Champion each EM Improvement Team efforts to implement their action plans
- Formally recognize superior efforts in achieving goals through incentive awards
- Communicate, negotiate and mitigate responses and issues with senior Department and private sector officials

Terms of Agreement

This agreement is intended to improve the internal management of the U.S. Department of Energy's Office of Environmental Management and is not intended to and does not create any right, benefit, trust or responsibility, substantive or procedural, enforceable by law or equity by any party against the U.S. Department of Energy, its agencies, its officers, or any person. This agreement will remain in effect until modified. It is expected that it will be updated as needed to reflect significant changes in budget, policy, personnel or other factors that may affect the accomplishment of objectives. This agreement represents our joint commitment to an EM that works better, costs less, and fulfills our sacred trust to the American People.


EM Senior Advisor Date


Principal Deputy Assistant Secretary Date


Associate Principal Deputy Assistant Secretary Date


Chief of Staff Date

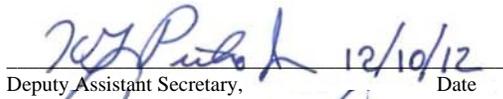

Manager, Savannah River Site Date


Office of External Affairs Date


Manager, Richland Operations Office Date


Deputy Assistant Secretary Site Restoration Date

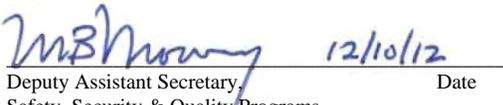

Manager, Office of River Protection Date


Deputy Assistant Secretary, Tank Waste & Nuclear Material Date

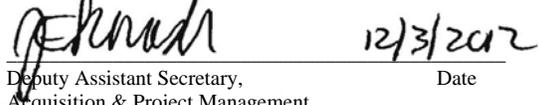

Manager, Portsmouth/Paducah Project Office Date


Deputy Assistant Secretary, Waste Management Date

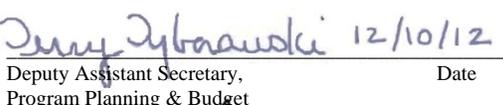

Manager, Carlsbad Field Office Date

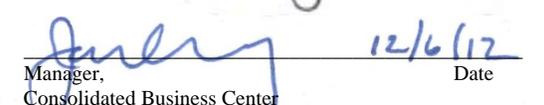

Deputy Assistant Secretary, Safety, Security & Quality Programs Date

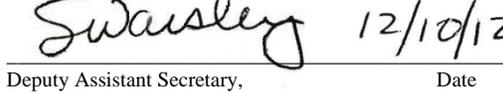

Manager, Idaho Operations Office Date


Deputy Assistant Secretary, Acquisition & Project Management Date


Manager, Oak Ridge Operations Office Date


Deputy Assistant Secretary, Program Planning & Budget Date


Manager, Consolidated Business Center Date


Deputy Assistant Secretary, Human Capital & Corporate Services Date

Appendix: Field Operations Tasks

Idaho

- Begin hot operations of the Idaho Integrated Waste Treatment Unit (IWTU) by July 31, 2013
- Maintain shipments of TRU waste to WIPP in accordance with WIPP's integrated schedule
- Complete negotiation and contract modification for material differences on the Advanced Mixed Waste Treatment Project by December 31, 2012
- Complete construction of the Accelerated Retrieval Project (ARP) VIII Facility

West Valley

- Complete open-air demolition of Building 014 by September 30, 2013
- Submit amendment for the Certificate of Compliance to the Nuclear Regulatory Commission for the dry cask storage system by September 30, 2013

ETEC

- Reach agreement with the State of California on the schedule and sequence of activities required to complete the EIS and the CEQA process to allow budget and planning for site remediation by September 30, 2013

Consolidated Business Center

- Complete and put into operation the ventilations systems in the G2 and H2 facilities at SPRU by February 28, 2013 in compliance with Consent Order
- Achieve 15% small business prime contracting
- Achieve \$10M in cost savings through further implementation of the Strategic Sourcing Initiative in FY13
- Award contract for cleanup at Lawrence Berkley National Laboratory by August 31, 2013

Oak Ridge

- Complete Mercury Strategy Report by March 31, 2013
- Complete demolition of K25 North End by March 31, 2013
- Initiate Category 2 shipments of CUESP shipments by April 1, 2013
- Receive CD-1 reauthorization for Sludge Build-out Project by September 30, 2013
- Receive CD-1 approval for the Outfall 200 Project by September 30, 2013

Nevada

- Receive all necessary approvals to begin receipt of U-233 CEUSP shipments from Oak Ridge
- Receive all necessary approvals for on-site treatment of classified components
- Complete Site-Wide EIS and issue Record of Decision for the Nevada National Security Site

Moab

- Safely transport and dispose of 650K tons of Uranium Mill Tailings by September 30, 2013
- Continue groundwater cleanup
- Install permanent liners in all waste transport containers by September 30, 2013 thus substantially reducing lifecycle costs

Richland

- Complete the Hanford Site Wide Safety Standards with 15 programs operational, including completion of all of the phase I and II chronic beryllium disease prevention program actions
- Continue D&D of the Plutonium Finishing Plant, with removal of 50 pencil tanks and 18 gloveboxes
- Remediate 1.4 billion gallons of contaminated groundwater
- Complete remediation of Hanford's 618-10 burial ground trenches
- Develop improvement actions from Safeguard and Security Reviews/Y-12 lessons learned and implement those actions per approved schedule

LANL

- Safely package and ship 1,700 m³ of TRU waste, consistent with the Framework Agreement
- Bring infrastructure (i.e., box lines) into operation to allow for 24/7 packaging of TRU waste for shipment
- Submit approval of interim work plan on chromium in groundwater
- Submit work plan for buried TRU in accordance with Framework Agreement
- Resolve litigation on 2010 RCRA Permit

Portsmouth/Paducah

- Complete process to support issuance of ROD on CERCLA cell at Paducah
- Complete process to support issuance of ROD for process buildings at Portsmouth
- Achieve 100% efficiency in DUF6 processing lines by September 30, 2013

Office of River Protection

- Resolve issues with respect to the High Level Waste Facility sufficiently that plans can be completed and construction ramped up to planned level in FY14
- Complete re-plan and continue construction on Laboratory, Low Level Waste Facility, and Balance of Facilities accordingly
- Resolve technical issues with respect to the Pretreatment Facility or obtain agreement on scope and schedule to achieve resolution
- Define the path forward for the TRU waste tanks
- Meet existing commitments under the Consent Decree and Tri-Party Agreement, or make positive progress towards revising those commitments with our stakeholders

Waste Isolation Pilot Project

- Safely transport and dispose of 1,700 m³ of TRU from Los Alamos
- Utilize TRUPACT3 to safely transport and dispose of 1200 m³ from Savannah River Site
- Continue to safely transport and dispose of RH TRU from Argonne National Laboratory in support of reducing laboratory facility from Category 2 to Category 3
- Update long term strategy for WIPP

Savannah River

- Continue processing of sodium fuel at H Canyon
- Start processing of alternative feedstock in H Canyon (feed for MOX)
- Develop response to DNFSB recommendation on 235F facility
- Produce 200 canisters at Liquid Waste processing facility
- Complete construction of new concrete vaults