

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 110
2. AMENDMENT/MODIFICATION NO. 035	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202	CODE 03001	7. ADMINISTERED BY (If other than Item 6) EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202	CODE 03001
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WASHINGTON GROUP INTERNATIONAL, INC. (OHIO) Attn: PAUL HARPER P.O. BOX 73 720 PARK BLVD BOISE ID 837290073		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 129790577	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AM09-05SR22414 DE-AT30-08CC60014	10B. DATED (SEE ITEM 13) 12/13/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

See page 2.

Period of Performance: 07/24/2009 to 12/31/2011

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

15A. NAME AND TITLE OF SIGNER (Type or print) Geo H. Jain VRS EDC EUP	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Derrick J. Franklin
15B. CONTRACTOR/OFFEROR Geo H. Jain (Signature of person authorized to sign)	15C. DATE SIGNED 2/4/11
16B. UNITED STATES OF AMERICA Derrick J. Franklin (Signature of Contracting Officer)	16C. DATE SIGNED 02/04/2011

The purpose of this modification is to revise the Task Order as follows: revise the Task Order funding profile; revise the physical completion date; revise the share line; add a clause entitled “Fines and Penalties and Other Enforcement Actions”; add a clause for corporate resources; add a clause for performance metrics; revise the Statement of Work; revise the Designated Contracting Officer (DCO); revise invoicing language pertaining to share line; revise the Government Furnished Services/Items clause; revise the Key Personnel clause to add penalty language; remove Clause H.916, Modification Definitization; add a Performance Guarantee and clause; and, revise Section J Attachment C, “Deliverables.”

- (a) The modified Task Order issued under this modification supersedes the terms of the previously issued task order dated December 12, 2007 and all modifications.
- (b) The following sections are hereby superseded by the attached Sections to this modification: Sections B, Supplies or Services and Prices/Costs; Section C, Statement of Work; Section D, Packaging and Marking; Section E, inspection and Acceptance; Section F, Deliveries or Performance; Section G, Contract Administration Data; Section H, Special Contract Requirements; Section I Contract Clauses; and Section J, List of Attachments.

RELEASE OF CLAIMS

In consideration of this supplemental agreement, the Department of Energy and the Contractor agree that the Cure Notice will be closed upon execution of this modification, and the Contractor agrees to release the Department of Energy as set forth below.

Pursuant to the terms of the task order and in accordance with and in consideration of the rights and responsibilities as defined in the terms and conditions agreed to by the parties in this Modification No. 035 of Contract No. DE-AM09-05SR22414/Task Order DEAT30-08CC60014/SP16, the Contractor hereby releases and discharges the DOE, its officers and employees from all liabilities, demands, obligations, and claims, legal, equitable, contractual, or administrative which the Contractor or any subcontractor or supplier has or may have, now, either known or unknown, arising under the said task order, including, but not limited to, any and all interest, impact and/or delay or disruption claims, unabsorbed overhead claims, direct or indirect claims or claims or requests which have not yet been asserted or on which final decisions have not been rendered, and are based on any events which have occurred from the date of the issuance of the original task order until the date of this modification with the following exceptions:

- 1) Claims (including reasonable incidental expenses) against the Contractor by third parties (not including subcontractor or suppliers) arising out of performance of this task order; provided, however, that the claims are not known to the Contractor on the date of the execution of this release;

- 2) Costs that are allowable under the task order terms and conditions and are incurred as a result of task order requirements as of the date of the contract/task order modification M035, but have either not been invoiced or have not been reimbursed by DOE as of the date of modification M035; not including fines, penalties and enforcement actions as defined in section B.7);
- 3) Claims for reimbursement of costs (including reasonable incidental expenses) incurred by the Contractor under the patent clauses of this contract, excluding however, any expenses arising from the Contractor's indemnification of the Government against patent liability;
- 4) Claims and/or costs covered by and/or subject to the Nuclear Hazards Indemnity Agreement, DEAR 952.250-70 Nuclear Hazards Indemnity Agreement;
- 5) Costs associated with the hillside instability issue;
- 6) Differing site conditions that have not been discovered by Contractor as of the date of this modification, and which could not have been reasonably anticipated based on a reasonable inspection of the site or available documentation prior to the date of this modification.
- 7) Pre-existing conditions with regard to which the Contractor has not, under the Task Order terms, assumed the risk except to the extent the acts or omissions of the Contractor cause or add to any liability, expense or remediation cost resulting from conditions in existence prior to the date of this modification, in which event the portion of the liability, expense, or remediation so caused by the Contractor is not excepted from this release.

Except as provided herein, all other terms and conditions are in full force and effect.

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF TASK ORDER – ITEMS BEING ACQUIRED

This is a Cost Plus Incentive Fee (CPIF) Task Order that defines what the cost and schedule incentives are. The Department of Energy (DOE) and Contractor agree that the Contractor shall be responsible for planning, managing, integrating, and executing the work as described in Section C, Statement of Work (SOW). This work shall be performed under CLIN 002 of the contract, Deactivation, Demolition, and Removal of Contaminated Facilities to include soils near and under Facilities of the DOE Environmental Management Nationwide Indefinite Delivery Indefinite Quantity (IDIQ) contracts.

B.2 TASK ORDER FUNDING PROFILE

Subject to availability of funds, it is anticipated that the funding profile for Base and ARRA funding have been provided to cover the cost associated with the Statement of Work requirements listed in Section C of this Task Order. The Task Order will be incrementally funded to provide funds for allowable and allocable costs incurred as provided for herein. The Contractor shall assume the following funding profile for its activities:

<u>Fiscal Year</u>	<u>Funding Profile</u>
Funding as of modification M035	\$85,137,543.00
FY2011	\$30,000,000.00
FY2012	<u>\$ 9,862,457.00</u>
Total	\$125,000,000.00

NOTE: The above funding profile is not a guarantee of minimum funding. Funding may vary, upward or downward depending on Congressional appropriations and Departmental priorities.

B.3 TOTAL TASK ORDER TARGET COST, FEE, AND COMPLETION DATE

The Target Cost for the completion of this Task Order is \$69,423,479.57. In the event the total cost of performance exceeds the target cost, the maximum cost to DOE for the completion of this Task Order is established at \$125,000,000.00 consistent with the cost share identified in B.4.1 of this section. The DOE and Contractor agree that the Target Fee is \$0.00. The physical completion date of this Task Order as defined by Section C is December 31, 2011.

B.4 INCENTIVE STRUCTURE

The incentive structure is defined as follows:

B.4.1 Cost Incentive Fee

The DOE and Contractor agree that there is no cost incentive relating to fee under this Task Order. The Department of Energy and Contractor agree to share in the cost as follows:

The Department of Energy will reimburse 100% (one hundred percent) of the allowable costs pursuant to FAR Part 31 and any other applicable clauses up to and including \$105,000,000.00 (“100% range”)

The Department of Energy will reimburse 50% (fifty percent) of allowable costs pursuant to FAR Part 31 and any other applicable clauses for costs above \$105,000,000.00, up to and including \$145,000,000.00 (“50% range”)

The Department of Energy will reimburse 0% (zero percent) of allowable costs pursuant to FAR Part 31 and any other applicable clauses above \$145,000,000.00. (“Non-reimbursable Range”)

Unallowable costs include, but are not limited to, the costs identified in section B.8.

See Section G for the application of ranges to invoicing and payment.

B.4.2 Schedule Incentive Fee

There is no schedule incentive relating to fee under this Task Order.

B.4.3 Fee Limitation

There is no fee under this Task Order.

B.4.4 Costs Not Subject to Cost Sharing

1. General Cost Exclusions. The DOE and the Contractor agree that there are certain costs that are not currently expected but that are potentially reimbursable to the Contractor that are specifically excluded from the cost sharing provisions of Section B.4.1 of this task order modification. The provisions of B.4.1 do not apply to changes resulting from an approved request for equitable adjustment relating to events that (a) occur after the effective date of Modification M035 and (b) that are reserved in the release of claims contained in Modification M035. The bounding conditions set forth

- in various parts of Modification M035 establish conditions under which no equitable adjustment is applicable, and above which an equitable adjustment may be applicable. Notwithstanding any other provision in the Task Order or the Contract, no fee shall be payable on any such equitable adjustment.
2. Nuclear Hazards Indemnity. Notwithstanding the Section B.4.1 Share Line, the Government's commitment under DEAR 952.250-70, Nuclear Hazards Indemnity Agreement, remains unaltered; therefore, the Contractor receives the full benefit of the Government's obligations under the clause.
 3. Insurance—Liability to Third Party Costs. Nothing in this paragraph shall affect the rights and responsibilities of the parties with respect to the application of FAR 52.228-7.

B.5 FINAL INCENTIVE FEE DETERMINATION

There will not be a final fee determination relating to this Task Order. There is no fee under this Task Order.

B.6 LIMITATION OF FUNDS

In accordance with FAR Clause 52.232-22, entitled "Limitation of Funds" and B.4 of the basic contract, for this cost reimbursement task order, total funds in the amount of \$85,137,542.93 have been obligated and made available for payment of allowable costs. It is estimated that this amount is sufficient for performance of this task order through February 2011.

ARRA funds in the amount of \$44,800,000 were obligated for Recovery Act work described in the Statement of Work (SOW) and are included in the total funds above. CLIN 002, which was established for ARRA, is valued at \$44,800,000.

B.7 FINES AND PENALTIES AND OTHER ENFORCEMENT ACTIONS

The Contractor agrees to reimburse DOE 100% of the cost for any fines, penalties and other enforcement actions, incurred during the term of this Task Order, in an amount not to exceed a total amount of \$100,000.00, assessed against the DOE by federal, state, or local governments, for violations of laws or regulations, or the terms of permits and licenses, which violations arise from the acts or omissions of the Contractor at the SPRU project site.

B.8 PROVISION OF CORPORATE RESOURCES

The Contractor shall provide, on both a scheduled and "as revised" basis, corporate resources during the performance of this Task Order that directly contribute to the SPRU project valued in the amount of \$1,500,000.00 at no cost to the DOE. These costs will be

calculated using FAR Part 31 principles, but are not allowable costs. The obligation to provide corporate resources shall commence on the effective date of modification M035, with the exception of corporate resources provided in support of the H-2 enclosure design and procurement beginning on January 28, 2011.

The Contractor shall prepare and submit for the DOE approval a schedule of corporate resources that specifically describes the scope of the proposed resource activity and: (1) the identification of the corporate resource; (2) number of hours contributed by the resource; and (3) the rate (fully burdened) charged by the resource (or value of the resource). The Contractor shall submit a monthly report identifying the work accomplished versus the schedule of corporate reach back. The schedule and monthly report as described herein shall be submitted in accordance with Section J Attachment J-3 of this Task Order.

B.9 AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

- A. The Contractor shall, in accordance with the terms of this task order, provide the personnel, materials, supplies, and services and do all things necessary for, or incident to, to perform the Recovery Act work.
- B. This purpose of the Separation Process Research Unit (SPRU) Recovery Act scope of work is to accomplish the Temporary Access Road, Building G2 and Pipe Tunnel, and Building H2 and Tank Enclosures, including the enclosures and containments necessary to accomplish the Statement of Work. (Prior period costs for the Building G2 and Pipe Tunnel, and Building H2 and Tank Enclosures shall continue to be tracked and reported as part of base funding program scope.)
- C. This work is generally described as follows and incorporated into CLIN 0002 of the Task Order:

CLIN 0002: Recovery Act – The Contractor shall accelerate work and accomplish the Temporary Access Road, Building G2 and Pipe Tunnel, and Building H2 and Tank Enclosures requirements in accordance with the “Recovery Act Work” Statement of Work, dated July 15, 2009 as revised on February 4, 2011.

The detailed description of the work funded by Recovery Act funds is contained in Section C of this revised task order and Section J, attachment C, entitled, “Recovery Act Work Deliverables” identified in this revised task order.

B.10 PERFORMANCE METRICS

The following performance metrics have been established to provide DOE assurance of the Contractor’s ability to safely resume D&D. DOE will review each metric to determine whether the milestone has been completed.

Metric Description	Due Date
Satisfactory closure of the Comprehensive Corrective Action Plan (CCAP), Rev. 1, dated January 24, 2011, as demonstrated by DOE acceptance of the Contractor's declaration that all actions have been completed	3/30/2011
Installation of H2 enclosure in accordance with Section C.10.1 of the Statement of Work	4/30/2011
Completion of Restart/Readiness Evaluation for Resumption of D&D including Stabilization of H2 Pad in accordance with Section C.10.3 of the Statement of Work	5/31/2011

SECTION C

STATEMENT OF WORK

C.1 TASK ORDER OBJECTIVES

C.1.1 Task Order Purpose and Overview

This is a Cost Plus Incentive Fee Task Order issued under the U.S. Department of Energy (DOE) Office of Environmental Management's (EM) Multiple Award Indefinite Delivery Indefinite Quantity (ID/IQ) Task Order Contract. This Task Order Statement of Work (SOW) reflects the application of approaches and techniques that emphasize performance based results/outcomes and minimize "how to" performance descriptions. The ID/IQ Task Order Contractor (hereinafter Contractor) has the responsibility for total performance under the Task Order, including determining the specific methods for accomplishing the work.

The purpose of this task order is to obtain all services for deactivation, demolition, and removal of the Separations Process Research Unit (SPRU) nuclear facilities; cleanup and environmental restoration of the underlying and surrounding contaminated soil; and, decontamination of piping tunnel connecting the SPRU facilities to other operating facilities.

C.1.2 Background

The SPRU, located at Knolls Atomic Power Laboratory (KAPL) in Niskayuna, New York, was operated from 1950 to 1953 as a pilot plant to research the REDOX and PUREX chemical processes to extract uranium and plutonium from irradiated uranium. These operations contaminated the SPRU facilities and environmental media, resulting in the need to remediate the SPRU site. The SPRU site nuclear facilities and land areas are owned by the U.S. Department of Energy (DOE). The nuclear facilities are currently maintained by KAPL, Inc. a subsidiary of Lockheed Martin. See Exhibit A SPRU Project Area Locator Photographs, and Exhibit D SPRU Project Applicable Documents. The SPRU facilities and surrounding land areas addressed in this scope of work cover approximately five acres.

C.1.3 Task Order Objectives

Task Order completion will be achieved when the following are accepted by DOE as complete:

1. The SPRU nuclear facilities; Building G2, Building H2 and tank enclosure, and the interconnecting pipe tunnel have been removed;
2. The pipe tunnels in the basements of Building E1 and G1 have been decontaminated;
3. Building G2 shares a common wall with Building G1; the common wall has been repaired and restored as specified in the Task Order;
4. Incidental contaminated soil underlying and surrounding the nuclear facilities from past operations and caused by demolition operations during the Task Order have been removed to levels specified in the Task Order;
5. Wastes have been shipped and disposed offsite;
6. Final Reports for the removal of the facilities and incidental contaminated soils are completed and approved by DOE;
7. The excavation and other disturbed areas are restored to grade with structural fill and properly compacted; and
8. Contractor temporary trailer and storage areas are removed, and the areas are graded for proper drainage, and reseeded or paved as appropriate.
9. The demolition complete report for the ARRA funded effort has been accepted by the DCOR.
10. The Declaration of Physical Completion for the ARRA work has been approved by the DCO.

The Declaration of Physical Completion includes 1- 4, 6, 7 (above), all wastes are transported off-site, and if the season permits, the areas will be graded for proper drainage and reseeded or paved.

C.1.4 Site Description

The SPRU nuclear facilities are currently maintained by the Knolls Site Management and Operations contractor KAPL, Inc. The SPRU site consists of the main G2 and H2 Buildings (including associated pipe tunnels and integral underground tank enclosures) in the northwest corner of the upper level area. It also includes the land adjacent to these facilities including a SPRU project trailer located to the west of Building G1. This area is known as the "Upper Level." The Upper Level includes three SPRU related RCRA Solid Waste Management Units (SWMUs), and one Knolls Site Area of Concern (AOC):

- H2 Processing Facility (SWMU-030),
- H2 Tank Farm (SWMU-031),

- Pipe Tunnels (SWMU-057), and
- KAPL Hillside Area AOC-001.

DOE, using its authority under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) has pursued removal of the SPRU facilities and removal of incidental contaminated soil in the Upper Level using the non-time critical removal action process. Engineering Evaluation and Cost Analyses (EECAs) have been issued, presented to the public, and DOE has selected the preferred alternatives.

New York State Department of Environmental Conservation's (NYSDEC's) Resource Conservation and Recovery Act (RCRA) regulations and RCRA corrective action process is an appropriate and relevant requirement noted in DOE's documents. DOE has submitted the RCRA Facility Assessment (RCRA RFA) and RCRA Facility Investigation (RFI) for Groundwater to NYSDEC, which includes the Upper Level area discussed in the Task Order. Based upon the information contained in the RCRA RFA and discussions with NYSDEC, the DOE and NYSDEC have agreed in concept that the SPRU project can eliminate the RCRA Facility Investigation and Corrective Measure Study for soil if the presumptive remedy of remedial cleanup is chosen. The RFI for groundwater has been submitted to NYSDEC for concurrence; however, NYSDEC's concurrence with DOE's recommendations is still pending.

C.2 NUCLEAR FACILITY D&D WBS 1.4.8.10.2

This Work Breakdown Structure (WBS) activity includes all activities related to removal of the Building H2, Building H2 Tank Enclosure, Building G2, interconnecting pipe tunnel, and decontamination of the Building E1 and G1 pipe tunnels. The WBS activities are shown in Exhibit G Work Breakdown Structure.

C.2.1 D&D Program Management WBS 1.4.8.10.2.1

The Program Management WBS is base funded work and is shown here for completeness, and may have been already accomplished. For example, WGI has already completed most of the plans listed under the preparation of plans WBS. It is not intended for WGI to resubmit the plans as part of the ARRA funded scope.

MISCELLANEOUS SITE WORK

In performing all Site work, the Contractor shall:

- Protect and isolate building G1 from releases of contaminants during work in Building G2;
- Protect Building G1 from physical damage during work in Building G2;
- Provide KAPL, Inc. Radiological and Safety organizations information they need to demonstrate that KAPL, Inc. personnel working near contractor work areas continue to have a safe working environment;

- Protect environmental sampling wells near work sites during excavation operations, and replace sampling wells if damaged or removed;
- Remove and plug the Health Physics wells aligned along the perimeter of Building H2 in accordance with NYSDEC requirements to ensure they do not become a conduit for contaminated water to flow; note, one of the Health Physics wells is in excess of 125 feet deep;
- Identify all operational utilities prior to excavation activities per standard industry practices and ensure that disruption of KAPL site operations are minimized;
- Deactivate, remove, and reroute utilities as needed to accomplish the objectives of the Task Order; and
- Coordinate utility deactivation, rerouting, reactivation with KAPL, Inc.
- Remove the stack, scrubber, and building foundations located below grade to the south of Building G2 and west of Building G1. The foundations may be radioactively contaminated;
- Remove the abandoned septic system and leach field to the north of building H2;
- Remove the eight foot security fence and concrete anchors to the west of the nuclear facilities to aid in work required by this Task Order as needed. The security fence shall be restored upon task completion;
- Remove inactive abandoned utilities as encountered. These utilities may be contaminated with chemicals, radioactivity, or may be made with or covered with asbestos containing materials. Coordinate removal of inactive utilities with KAPL Inc.;
- Remove the electrical transformer pads and pits, and other foundations located on the east side of building G2, between Building G2 and the security fence. The transformers have been previously removed.

Mobilization WBS 1.4.8.10.2.1.X.4.5.1

No services are provided by KAPL or DOE except as noted in the Government Furnished Services section or in an individual statement of work section.

The Contractor shall:

- Use onsite office facilities for its key personnel. The contractor will have access to one DOE trailer for this purpose;
- A trailer to the west of Building G1 may also be used by the contractor, and there is sufficient space for a second trailer (the area the trailer is in may need to be excavated to remove underground foundations from the former removed stack and scrubber column structure);
- Provide miscellaneous trailers, and temporary material storage facilities otherwise needed during D&D and cleanup activities and shall remove such facilities after they are no longer needed. Any new Contractor-acquired trailers and storage facilities, other than

temporary units, shall be Energy Star Efficient and comply with Executive Order 13123;

- Provide furniture, computers, telephones and other equipment for contractor personnel; and
- Install temporary utilities for trailers, facilities, and storage areas. The contractor may use the KAPL site tie in locations as available and agreed to by KAPL, or city services. The contractor will be required to pay city services.

Excavation and Earthwork WBS 1.4.8.10.2.1X.4.5.5

The Upper Level shall be restored to original grade existing at the start of this project with structural fill, compact the fill and repair damaged paved areas per the specifications in Exhibit E Miscellaneous Specifications. In addition fill materials shall meet the following requirements:

- onsite soil reused as structural fill shall be sampled in accordance with MARSSIM and meet the release criteria for radioactivity, and must be sampled in accordance with an approved sampling program and meet NYSDEC TAGM 4046 requirements for chemicals contained in this Task Order;
- structural fill from offsite locations shall not contain radioactivity exceeding background values and must be below NYSDEC TAGM 4046 values for chemicals. The contractor shall be responsible to ensure structural fill meets these requirements.

Contractor Demobilization WBS 1.4.8.10.2.1.X.4.5.36

The Contractor shall plan for the demobilization of staff and restoration of any areas disrupted by the Contractor during performance under this Task Order. The Contractor shall prepare and submit to DOE for approval a demobilization and restoration plan. The plan shall cover excess equipment, office equipment, records, furniture, and identify the records to be transferred to DOE.

Preparation of Plans WBS 1.4.8.10.2.1.X.4.3

The Contractor shall:

- Submit a schedule for submission of all plans and reports required by the Task Order within 30 calendar days of award for review and comment. (DOE will approve this schedule as part of the submittal required in section H, H.900 Project Control Systems and Reporting Requirements).

- Evaluate the need for a Maintenance Implementation Plan (MIP) per DOE order 433.1 Maintenance Management Program for DOE Nuclear Facilities and prepare one if required. The determination of need for an MIP will depend on whether safety class or safety structures, systems and components are identified in the safety basis, or if it is otherwise determined that a structure, system or component would be included in an MIP.
- Prepare a Nuclear Facility Categorization (See DOE Standard 1027) for the facilities covered by this Task Order and submit it to the DCOR for approval;
- Prepare a safety basis evaluation and report for the SPRU D&D effort to comply with 10 CFR 830, DOE O 420, and related DOE orders included in this Task Order. A safety basis does not exist for the SPRU facilities. (The contractor may use DOE Standard 1120 as a safe harbor in preparation of the safety basis. The need for Technical Safety Requirements (TSR's) must be evaluated as part of this process.) Exhibit D SPRU Project Applicable Documents, Nuclear Facility Historical Site Assessment, contains Technical information regarding the operations at SPRU;
- Prepare an Unreviewed Safety Question program for approval;
- Prepare a decommissioning plan for the nuclear facilities inclusive of the Building H2 and associated tank vaults, the interconnecting H2 - G2 pipe tunnel, Building G2, and the E1 and G1 pipe tunnels. (The decommissioning plan shall encompass the contractor approach in the following:
 - deactivation,
 - decontamination,
 - nuclear safety,
 - equipment removals,
 - demolition,
 - excavation,
 - discussions from the safety basis, Worker Safety and Health Program, and Radiological Protection Program
 - discussion of risks to be mitigated during the removal of the buildings and interconnecting pipe tunnel, and decontamination and removals in the E1 and G1 pipe tunnels);
- Develop a Conduct of Operations Program including an implementing training program to comply with DOE Orders, standards, guides, and handbooks, and submit it to the DCOR for review and comment (see DOE O 5480.19 chg 2, and guides);
- Develop a Surveillance and Maintenance Plan for the nuclear facilities for DCOR review and comment;
- Develop a plan to transition surveillance and maintenance responsibilities of the nuclear facilities from KAPL, Inc. to the

contractor. Transfer of responsibility will take place upon satisfactory completion of the operational readiness review;

- Conduct an operational readiness review (ORR) or Readiness Assessment (RA), as appropriate per DOE O 425.1B, before responsibility for the facilities are transferred from KAPL, Inc. to the contractor. The Contractor's ORR or RA shall verify the requirements below are completed:
 - The requirements of the safety basis are documented in work documents.
 - Requirements to maintain defense in depth are in place (if identified in the safety basis)
 - Technical safety requirements (TSRs), Limiting Controls, administrative controls or other safety requirements are identified, approved, and reflected in work packages.
 - Training to comply with the conduct of operations program;
 - Land Transfer Form;
 - Decommissioning Plan;
 - Worker Safety and Health Program;
 - ISMS system description;
 - Radiation Protection Program;
 - Environmental Protection Program;
 - Emergency Preparedness Plan;
 - Project Security Plan;
 - DOE LAP Certified Dosimetry Program;
 - Dosimetry program status;
 - Erosion & Sediment Control Plan;
 - Quality Assurance Program;
 - Status of security clearances;
 - Identification and status of site specific training;
 - Documentation of completion of contractor staff training;
 - Equipment availability and status;
 - Regulatory approvals including permits and work plan approvals;
 - Emergency response capability identified and arrangements with the KAPL site are finalized;
 - Contractor's work packages to execute field work;
 - Emergency training exercise(s) with Knolls Site personnel simulating a contaminated injured worker, and a joint drill with KAPL, Inc for loss of HEPA filtered ventilation;
 - The following plans are required but may be delayed until later in the project if NYSDEC concurs: RCRA Interim Corrective Measures (ICM) Work Plan for Building H2 SWMU, and Building H1 Cooling Tower AOC.; RCRA

The contractor shall follow DOE's orders, guidelines, and standards for an ORR and provide DOE with an outline of the review and a list of the team members for review and comment prior to conducting the review. Upon completion of the review, the contractor shall provide a report of the resulting findings and corrective actions to the DCOR for approval. DOE will review and verify the contractor's ORR within thirty business days and issue a Safety Evaluation Report and either approve commencement of operations or identify a listing of additional actions required. Upon DOE approval of commencement of operations, the Contractor shall accept responsibility for the nuclear facilities from KAPL, Inc. using the land transfer forms contained in Exhibit F ES&H Responsibility Transfer Documents.

- Prepare a Final Status Survey and Confirmation Sampling and Analysis Plan (CSAP) consistent with MARSSIM protocols and requirements of this Task Order for DCOR review and comment. The purpose of the final status sampling is to confirm that radioactivity from past operations and the demolition operations during this Task Order have been removed. The CSAP shall outline the data quality objectives, radiological sampling to be performed at each area and shall include the number and locations of samples to be collected, and the frequency of sampling. It shall also include a confirmation sampling Quality Assurance Plan as an appendix to the CSAP to support the confirmation sampling program. The Contractor shall submit this plan to the DCOR at least 60 days prior to starting the confirmation sampling effort. (Note: This Quality Assurance Plan is a separate and distinct plan from the Quality Assurance Program.).
- Prepare a RCRA ICM Workplan, confirmation sampling program, quality assurance plan, and health and safety plan in accordance with NYSDEC's regulations and requirements for DCOR review and comment. The purpose of the sampling program is to confirm that chemicals from past operations and the demolition operations during this Task Order have been removed. NYSDEC does not regulate radioactivity at the SPRU project site, therefore the sample plan and final reports sent to NYSDEC will not include discussions on radioactivity. DOE will submit these plans to NYSDEC for approval prior to starting the soil removals. The contractor shall submit this plan to the DCOR at least 90 days prior to the planned start of soil removals. (Note: This Quality

- Perform data analysis and validation using the following order of precedence: NYSDEC, EPA, or recognized industry standards. The Government reserves the right to verify data quality evaluations data through a third party.

Demolition Complete Report WBS 1.4.8.10.2.1.X.4.4.19

The contractor shall prepare a final report documenting the major activities during the Task Order, summarize health and safety statistics, and discuss lessons learned. The report should include photographs. An outline for the report should be provided to the DCOR for review and comment. DOE will review and comment on the report within 30 calendar days of receipt, expect URS revisions within twenty calendar days and accept or reject the revised report within 10 calendar days of receipt.

C.2.2 Building G2 & Pipe Tunnel WBS 1.4.8.10.2.2

In this WBS activity the contractor shall perform all effort necessary to remove Building G2 and the Buildings H2 and G2 interconnecting pipe tunnel. The contractor shall utilize the information provided in Exhibit D SPRU Project Applicable Documents in planning this work. The contractor shall plan and perform logistical support with KAPL Inc. regarding this effort. Many active utilities supporting Buildings G2 and H2 pass through Building G2, or are in the ground adjacent to these facilities. Exhibit H Active and Inactive Utilities contains a listing of known active and inactive utilities and systems. The contractor should note that restoration of the Building G1 north wall will be required once Building G2 is removed (Building G2 has three exterior walls requiring removal). The contractor shall provide drawings and sketches to the DCOR for review and comment showing the restoration of the north wall. The drawings should show how all penetrations will be closed, and include a covered stairwell to allow egress from the second and first floors.

As a bounding condition of possible unknown radioactive contamination, it will be assumed that the amount of contaminated soil to be removed after the G2 building is removed and cleared of debris is 40,320 cubic feet (represents volume of soil in the waste container). Additionally the bounding condition of soil under the Building G2/H2 connecting pipe tunnel is 6,048 cubic feet (represents volume of soil in the waste container).

C.2.3 Building H2 & Tank Enclosures WBS 1.4.8.10.2.3

In this WBS activity the contractor shall perform all effort necessary to remove Building H2, and the tank vaults. An alternative approach to the tank vault removal may be taken to preclude structural damage to the F Building complex and is discussed in Section C.9 Tank Vault Removal Alternative. (Cleanout of the tank vaults which are part of this

building are covered by another WBS). The contractor shall utilize the information provided in Exhibit D in planning work. The contractor shall:

- coordinate all logistical support with KAPL Inc.
- deactivate, re-route, or remove miscellaneous utilities (The removal of this building maybe also require relocation of a site storm water drain pipe passing between Building G2 and H2). This effort will be covered under the base funded work scope if it needs to be performed.
- remove piping and other utilities remaining from the former Cooling Tower to limits of the SPRU work areas;
- prior to removal of the water reuse system's tanks and piping, characterize and assess the Water Reuse System's tanks and piping for RCRA constituents. (SPRU project's pending permit has no provision for the management of RCRA tanks and assumes that the contractor shall remove residual wastes within the time frame allowed for generators of hazardous waste i.e. ninety days.); and
- operate, remove and replace as needed, the Hillside Drain contaminated water collection and processing system

The SPRU facilities foundations are located below the water table. As a result of contamination being present in soil from past operations the ground water infiltrating this area becomes radioactively and chemically contaminated and requires processing to remove contaminants prior to discharge. The Hillside Drain collection system collects water infiltrating into the foundation area using footer drains installed around Building H2 and tank enclosure. Quantities have ranged from 75,000 to 125,000 gallons per year in the past. Demolition activities may result in changes in volume. See the Nuclear Facilities Historical Site Assessment Section 8.4 from Exhibit D for more information.

If a replacement system is needed, the contractor shall design, install, operate, and maintain the replacement system to contain and remove contaminated water infiltrating the footer drains and excavations made during the duration of the Task Order. The system shall operate automatically with a minimum amount of manual intervention. The contractor shall submit the design of the system to the DCOR for review and comment.

The design, construction, operation and maintenance of the new system, as well as maintenance and operation of the existing Hillside Drain collection system until the new system is installed, will be covered under the base funded work scope.

C.2.4 Tunnel Cleanout WBS 1.4.8.10.2.4

No ARRA work is contemplated under ARRA for this WBS.

Work under this WBS activity includes removal of system connected to Buildings G2 and H2. The tunnel system starts in Building E1 basement and continues through Buildings E1, G1, G2, basement areas and terminates at the south wall of Building H2. The contractor should note in the E1 Tunnel drain trap(s) and piping known as the RML

Interceptor is present. The interceptor trap(s) is highly contaminated and has radiological dose rates in excess of one rem per hour on contact with the trap, without lead shielding. Spills from the trap have contaminated the floor area which has shielding placed upon it. This trap and piping is an active part of the water reuse system and requires RCRA evaluation of residuals in the trap prior to removing it from service and to ensure the RCRA considerations of the permit are complied with. (SPRU project's pending permit has no provision for the management of RCRA tanks and assumes that the contractor shall remove residual wastes within the time frame allowed for generators of hazardous waste i.e. ninety days.)

The contractor shall:

- coordinate all logistical support with KAPL Inc.
- deactivate and remove inactive piping and utilities after consultation with KAPL;
- decontaminate all surfaces in the E1 and G1 tunnels

Decontamination will be considered complete when airborne radioactive contamination is returned to ambient outside air, loose radioactive surface contamination levels are less than 450 pCi beta-gamma and less than 50 pCi alpha (9 pCi if TRU present) on a swipe of 100 cm² area, fixed contamination is reduced to less than 450 pCi/DP (Direct Probe) beta-gamma and 50 pCi/DP alpha (20 pCi/DP if TRU present) on contact, and general area radiation levels are less than 0.06 mrem/hr.

- evaluate and assess chemical contamination from spills and leaks in the E1 and G1 tunnels (the DCOR is to be provided documentation of the visual inspection and any sampling performed including observations of cracks in concrete and sump pits that would allow contaminants (both radioactive and chemicals) to escape into the environment);
- remove visible residuals and staining; and
- characterize and assess the RML interceptor for RCRA constituents.

C.2.5 Tank Enclosure Cleanout WBS 1.4.8.10.2.5

No ARRA work is contemplated under ARRA for this WBS.

The contractor shall: remove the tank sludge heels, the tanks, and residual contamination in the tank vaults, and all associated utilities. The seven tanks in the tank enclosure contain approximately 300 cubic feet of residual sludge.

DOE expects that residual waste for the vaults will be managed as transuranic waste. For transuranic waste the contractor shall:

- Work directly with DOE's Waste Isolation Plant and contractor to establish acceptable process knowledge and characterization data prior to solidifying residual waste; and
- Arrange all logistics with DOE's contractor for shipment of transuranic waste.

C.2.6 G-2 and H-2 Beryllium Assessment and CBDPP Program Development Scope of Work

Based on the original data presented in the Nuclear Facility Historical Site Assessment (HAS) the use of Beryllium (Be) at the SPRU was not indicated. Subsequent to contract award, DOE provided information indicating that laundry operations occurring in the early 1960's in buildings G-2 and H-2 may have introduced beryllium into the facilities during the laundering of clothing from other site activities that involved beryllium.

Based on this new information provided by the DOE and upon their direction, URS Washington Division (Washington) will include sampling for Beryllium in the baseline industrial hygiene survey of buildings G-2 and H-2 by taking additional wipe and air samples. The sampling efforts will focus primarily on the portions of the building where the actual laundry operations occurred. In G-2 the 197 foot level has been identified as the area where laundry was processed, therefore 50% of the planned samples will be taken in this aisle. Sampling will be biased towards area where dusts could accumulate, such as under equipment and the overheads. The remaining 50% of the sampling activities will include the balance of the building to ensure that any potential beryllium residues have not spread from the area of concern. Radiological Control technicians trained in Be sampling techniques will conduct all sampling activities with Industrial Hygiene technician assistance and oversight. A similar sampling approach will be utilized in building H-2, focusing 50% of the sampling effort on areas where the laundry operations occurred and the remaining 50% of the sampling activity on the balance of the facility to assess for the presence of any beryllium residues.

A detailed sampling plan will be developed along with the written procedures and worker awareness training prior to sampling activities. Hazard analysis will occur as part of the work package development. The Beryllium sampling will occur in parallel with the initial radiological scoping and industrial hygiene baseline surveys of buildings G-2 and H-2.

The Contractor shall develop the necessary program plans, training baseline medical evaluation, sampling, analysis and data reporting needed for the initial characterization of G-2 and H-2 for Beryllium. The deliverables for this effort are: 1) Chronic Beryllium Disease Prevention Program compliant with 10 CFR 851, for DOE approval, 2) Implementing procedures for the Chronic Beryllium Disease Prevention Program, for review and comment (procedures to be provided at time of program submittal), and 3) Sampling, and characterization plan, for information.

If it is determined that there is additional Be monitoring that will be required for D&D activities, Washington will seek additional adjustments for any monitoring

needed for future work activities as well as any required ongoing worker monitoring for the duration of the project.

C.3 LAND AREA CLEANUP

No ARRA work is contemplated under ARRA for this WBS.

Incidental contaminated soils in the Upper Level from past operations and contamination resulting from demolition operations including, but not limited to, surface and subsurface soil shall be removed by the contractor. The contractor shall use the historical documents provided in Exhibit D – SPRU Project Applicable Documents to aid in the determination of removal of contaminated soil, waste characterization, and perform any additional sampling necessary to complete this Task Order.

The contractor shall accept responsibility for the land area surrounding the buildings from the incumbent Contractor using the land transfer forms contained in Exhibit F ES&H Responsibility Transfer Documents. Upon completion of the Task Order the contractor shall transfer land areas to KAPL or another DOE contractor using the land transfer forms contained in Exhibit F.

C.3.1 Land Area Program Management WBS 1.4.8.10.3.1

No ARRA work is contemplated under ARRA for this WBS.

The contractor shall use the WBS codes in 1.4.8.10.3.3.5 Upper Level Area and Hillside for the preparation of plans and other tasks involving project management for incidental soil removal.

A.) The contractor shall be responsible for radiological, environmental, safety and health for the Lower Level Parking Lot (LLPL), Lower Level Railbed (LLRB), the former slurry drum storage area (also called the North Field) and project trailer area including trailers SP 21, 22, 23 and 24 as shown in Exhibit C SPRU Land Areas map of the Task order. The LLPL, LLRB and North Field includes approximately twenty seven acres of land that are administratively controlled by postings and signs as “Soil Contamination Areas” utilizing DOE.STD 1098-99 Radiological Controls. The contractor shall periodically inspect these areas to ensure compliance with approved radiological controls and worker safety and health programs. The contractor shall maintain walkways to remove and control snow, ice and other hazards that may arise. This effort includes incidental maintenance of the project trailers as needed. KAPL and DOE are not responsible for providing services in these areas except as noted in the Government Furnished Services sections.

B.) It is agreed that the following exceptions that are not applicable to the current surveillance and maintenance activities apply in the WGI performance of the task:

1. All controls relative to the Deactivation, Demolition and Removal (DD&R) of Buildings H-1, the Cooling Tower and the Pump House.
2. All controls relative to the Deactivation, Demolition and Removal (DD&R) of the K-5 Retention Basin.
3. All controls relative to decontamination, soil sampling and site restoration work relating to the demolition and removal of structures.
4. Section 4.1.3.3 of the RPP relative to providing dosimetry services for the performance of work within High Radiation Areas, contamination Areas and Airborne Areas associated with the SPRU Project.
5. Section 6.1.1 of the RPP relative to the Radiological Organization Chart shall be substituted with the WGI Organization Chart.
6. Section 6.6.2 of the RPP relative to airborne Radioactivity Monitoring at the SPRU Facility: Relative to the WSHP and RPP Cross-Reference Matrices, WGI may utilize internally developed procedures that are equivalent to the LATA/Sharp procedures that are identified in each specific program implementation matrix which will maintain equivalence with the 10CFR851 and 10CFR835 requirements, pending review and comment by the SPRU Field Office prior to use.

C.) The Period of Performance for this work is March 1, 2008 to on or before May 31, 2008.

C.3.2 Groundwater WBS 1.4.8.10.3.2

No ARRA work is contemplated under ARRA for this WBS.

No ground water cleanup is anticipated. Processing of groundwater infiltrating the footer drains of Building H2, work area excavations, or run-on or run-off from precipitation shall be included in the Nuclear Facility D&D WBS activities.

C.3.3 Upper Level Area & Hillside (Upper Level) WBS 1.4.8.10.3.3.5

No ARRA work is contemplated under ARRA for this WBS.

The Upper Level is shown in Exhibits B Land Area Photographs, and C Land Area Drawings & Maps. This area is bound to the north by a security fence, the west by the Lower Level Access road, the east by a combination of security fencing and Building F, and the south by a security fence and Building G1

The contractor shall remove incidental soil contamination resulting from past operations and demolition operations during the Task Order. This involves

removal of radiological and chemically contaminated soil surrounding and underlying the SPRU facilities. The Upper Level & Hillside includes the following SPRU SWMUs; SWMU-057 Pipe Tunnels, SWMU-030 H2 Tank Farm, SWMU-031 Building H2. Chemical contamination is present in the KAPL Hillside Area AOC, and the Cooling Tower and Pump House AOC. This Task Order does not include remediation of the KAPL Hillside AOC; however, the contractor will need to determine if work in the KAPL Hillside AOC is required as a result of demolition and excavation activities and coordinate the need for any regulatory submittals to work in the Hillside AOC with KAPL Inc. DOE has no knowledge of contaminated soil beneath the floor slabs of Building H2 and tank enclosure; however, the contractor should assume a volume of contaminated soil equal to a six foot depth below the building slab and foundations. The contractor should use their own judgment on the amount of incidental soil that may be come contaminated as a result of demolition activities during the Task Order. The contractor will also complete additional characterization in the area of the cooling tower for chromium, and provide DOE a RCRA characterization plan, and RCRA characterization report. This Task Order does not require clean-up of chromium separate from that which occurs incidentally from Building H2 and Tank Vault removal operations.

As a bounding condition of possible unknown radioactive contamination, it will be assumed that the amount of contaminated soil to be removed after the H2 Building is removed and cleared of debris, and the vault enclosure floors are removed is 109,200 cubic feet (represents volume of soil in the waste container).

Surveillance and Maintenance WBS 1.4.8.10.3.3.5.4.06

No ARRA work is contemplated under ARRA for this WBS.

The contractor shall be responsible for radiological, environmental, safety and health for all of the land areas covered by this Task Order. This includes land areas that are managed as “Soil Contamination Areas” utilizing DOE STD 1098-99 Radiological Controls. KAPL and DOE are not responsible for providing services except as noted in the Government Furnished Services section.

URS shall be responsible for Surveillance and Maintenance for the SPRU Trailer complex which consists of SP-22, SP-23, SP-24, SP-25, SP-27, the surrounding grounds, and SPRU parking areas. This is to include demobilization of the trailers URS leased and has taken responsibility from other contractors. This provision does not include the demobilization of DOE trailers.

WGI is directed to take samples of Hillside sump water for Volatile Organic Compounds (VOCs) analysis on a monthly basis until the Hillside Sump is removed.

Sampling and Analysis WBS 1.4.8.10.3.3.5.4.08

No ARRA work is contemplated under ARRA for this WBS.

For all required final status surveys and sampling for radioactivity and final RCRA cleanup reports the contractor shall:

- Use laboratories that have the required State and Federal certifications.
- Ensure that the laboratories used for chemical and radiological analyses are qualified for the state in which waste disposal occurs.
- Ensure that the laboratories have an acceptable quality assurance (QA) and quality control (QC) program to meet the established data quality objectives of the CSAP.
- Ensure laboratories selected to perform analytical services are: (1) Certified by New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP) and (2) capable of providing NYSDEC Analytical Services Protocol (ASP) data packages.

C.4 Waste Management

The Contractor shall:

- Be responsible for all waste management activities, including proper characterization of waste relative to physical, chemical and radiological characteristics; identification of and coordination with disposal sites to ensure waste disposal in accordance with applicable requirements; and payment of waste transportation and disposal site fees. (If transuranic waste is generated, DOE will pay for the transportation and disposal fees involving DOE's Waste Isolation Pilot Plant (WIPP), or intermediate storage location. DOE will also be responsible for payment of TRU waste certification costs. The contractor will still be responsible to sample and characterize the waste for proper Health and Safety controls, waste shipment purposes, and aid in development of the process knowledge documentation.
- Allocate waste management costs to the correct WBS activity, i.e. Building H2, G2, Tank Enclosure Cleanout, Upper Level and Hillside Area respectively.
- Institute signature security services to ensure waste shipped under this Task Order is received and disposed of at the proper disposal facility.
- Obtain approval of all placarded shipments of waste, and certain other shipments in accordance with DOE's automated shipment approval system.

- Ensure all vehicles are road worthy, drivers properly trained, and that only U.S. citizens are brought on site at SPRU regardless of whether the waste shipment is placarded (See DOE memorandums September 11, 2006 and November 29, 2006).
- Use the USEPA Hazardous Waste Generator Identification Number for the SPRU 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.
- 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.

The Contractor shall prepare a Waste Management Plan complying with DOE Order 435.1 Radioactive Waste Management and implementing manuals and guides. Prepare additional documentation as required including:

- Exemption request(s) to use non-DOE disposal facilities. The DOE Radioactive Waste manual (DOE M 435.1-1) contains a preference for use of DOE radioactive waste management facilities; however, when DOE has no capacity for the type of waste, or it is economically viable to pursue commercial disposal options, an exemption request shall be prepared. There are no disposal facilities at the Knolls Site.
- Prepare a Waste Incidental to Reprocessing (WIR) Determination if required. A WIR may be required for residual in SPRU tanks.
- Prepare a Waste Determination Plan, if TRU waste is discovered inside Building G2 or H2, which discusses sampling, analysis methods and quality assurance.

Bounding assumptions for this task order is that the tank residuals and tank vault residual contamination is not high level waste. In addition, mixed low level waste is considered bound at 4,000 cubic feet. This does not include the waste categorized as asbestos, lead, and stabilized residual tank sludge.

C.5 Regulatory Activities

The contractor shall:

- Comply with site-wide KAPL environmental permits.
- Obtain all necessary licenses and permits required to implement remediation and cleanup activities, including regulatory notifications and National Environmental Policy Act (NEPA) compliance required for project activities (e.g., NEPA Categorical Exclusions, National Emissions Standards for Hazardous Air Pollutants (NESHAP) notifications/evaluations).
- Sign as “operator” on all necessary permits (e.g. RCRA permit) and DOE will sign as “owner”.
- Make all regulatory contacts through the DOE SPRU Field Office.
- Prepare all submittals to regulatory officials and submit to the DCOR for review and regulator approval. The DOE will forward the submittal to the appropriate regulator.
- Provide technical expertise to DOE for regulatory interaction which includes, but is not limited to, presentation materials, participation in meetings and providing documentation of all regulatory interactions.
- Provide to the DCOR copies of all correspondence with the regulatory agencies including but not limited to inquiries and contractor’s responses to those inquiries, copies of Notices of Violations, copies of audit findings, and other related correspondence when such communication is initiated from the regulator and sent directly to the Contractor.

C.6 Public Affairs Activities

The Contractor shall:

- Support DOE in the coordination of any SPRU-related community relations activities.
- Review the Public Involvement Plan and support any of the activities required for the continued communication with state and local government officials, new media, local citizens groups, and KAPL. The contractor may be required to coordinate with the media, local government officials, and other stakeholders for the start of D&D.

C.7 MEETINGS

The contractor shall:

- Schedule bi-weekly meetings to discuss progress with the DCOR prior to mobilization on site.
- Once mobilized on site, meet with the DCOR once per week to inform the DCOR of planned work activities and potential issues that may impact

progress to schedule milestones, and interface activities needed with the KAPL personnel, or regulators, and efforts to manage risks.

- Meet with KAPL key individuals at least twice prior to mobilization to discuss planned work and identify any interface issues that may arise during the course of work activities.
- Attend KAPL meetings on subject matters that interface with the SPRU Project (e.g., storm water pollution prevention monthly meetings, security, permitting, etc.)
- Provide a Weekly Report providing highlights of the ARRA effort completed the prior week, including milestones completed, waste shipped, and other appropriate metrics and photographs.
- Participate in DOE's monthly meeting with DOE HQ senior management discussing the progress of the ARRA effort. Participation includes preparation of presentation slides.
- Participate in DOE's quarterly meeting with the site landlord discussing the progress of the ARRA effort. Participation includes preparation of presentation slides.

C.8 CLEANUP CRITERIA

The Contractor shall be responsible for the removal of radioactivity and chemicals in the Upper Level as part of the Task Order. The contractor shall not blend soil to achieve the cleanup criteria for this Task Order.

The contractor shall hold open the excavation area until:

- A draft RCRA Interim Corrective Measures (ICM) Report in accordance with NYSDEC requirements has been provided by the Contractor and accepted by the Designated Contracting Officer (DCOR) and
- A draft Radiological Cleanup Completion Report in accordance with Multi-Agency Radiation Survey and Site Investigation Manual (MARSSIM) requirements has been provided by the Contractor and accepted by DCOR.
- DCOR has made a decision on whether additional soil removal is required.

The decision to accept the draft reports, or require additional sampling or soil removal, will be made by DOE within 90 days of receipt of the aforementioned reports. The contractor shall provide access to DOE, its contractors, NYSDEC, and other persons authorized by the DCOR to the work areas for the purpose of performing verification surveys and sampling and other Task Order oversight as described in Section H. Upon DCOR acceptance of the Contractor reports, the contractor shall restore the area to original grade and provide grading to prevent pooling of water and to minimize erosion. Structural fill, backfill, compaction, reseeding, and paving specifications are provided in Exhibit E Miscellaneous Specifications. The contractor shall practice due diligence sampling of structural

fill, back fill, and topsoil suppliers to ensure fill materials are not contaminated with chemicals or radioactivity.

The soil cleanup criteria are as follows:

Chemical Cleanup Criteria

The cleanup criteria for chemicals in soil are the more restrictive of the Residential or Ground Water Protection criteria in 6 NYCRR Part 375-6.8 Soil cleanup objective tables, Table 375-6.8(b): Restricted Use Soil Cleanup Objectives

After the DCOR accepts the draft RCRA ICM Report, the Contractor shall prepare the report for publication and submit the report to the DCOR. DOE will submit the report to NYSDEC for approval. The Contractor shall provide continuing technical support, during the period of this Task Order, in order to obtain NYSDEC's approval and issuance of a "No Further Action" determination. Technical support includes, but is not limited to the following:

- Meetings with NYSDEC
- Response to questions from NYSDEC

In the event that additional sampling or soil removal is deemed necessary after the DCOR accepts the RCRA ICM Report, and prior to the completion of this Task Order, the Designated Contracting Officer (DCO) will provide instruction.

Radiological Cleanup Criteria

The cleanup criteria for radioactivity in soil at SPRU are set forth in the following table:

Industrial Land Use Derived Concentration Guidelines (DCGL) Values for Cleanup at SPRU	
	Industrial Land Use DCGL (pCi/g)
Radionuclide	Upper Level
Americium-241	595
Cesium-137	30
Cobalt-60	10.3
Europium-152	22.8
Europium-154	21.1
Europium-155	892
H-3 (Tritium)	3.38E+06
Nickel-63	5.12E+06
Plutonium-238	818
Plutonium-239	737
Plutonium-240	738
Plutonium-241	20,060
Promethium-147	1.63E+06
Samarium-151	6.73E+06
Strontium-90	4,826
Technetium-99	1.17E+06
Thorium-232	9.50
Uranium-234	767
Uranium-235	196
Uranium-238	896
Zirconium-93	1.37E+06

Upon completion of cleanup, the contractor will perform a confirmation radiation surveys, and sampling using MARSSIM guidelines for the following radionuclides and using minimum detectable activities below:

Radionuclide	Minimum Detectable Activity pCi/g
Cs-137	2
Sr-90	1
Co-60	1
Pu (each isotope)	2.5
U-234	5
U-235	2.5
U-238	5
Am-241	1
Th-232	1

The contractor shall not use the hot spot criteria to determine acceptability of residual contamination.

The Contractor’s draft Radiological Cleanup Report includes but is not limited to the summary description of the cleanup effort, summary evaluations, laboratory data, data quality evaluations, and statistical analyses to the DCOR. Once the DCOR accepts the draft report, the Contractor will publish a report and submit it to the DCOR. DOE will submit the report to Office of Naval Reactors (Naval Reactors) for approval. The Contractor shall provide continuing technical support, during the period of this Task Order, in order to obtain acceptance by Naval Reactors. Technical support includes, but is not limited to the following:

- Meetings with Naval Reactors
- Response to questions from Naval Reactors

In the event that additional sampling or soil removal is deemed necessary after the DCOR accepts the Radiological Cleanup Report, and prior to the completion of this Task Order, the Designated Contracting Officer (DCO) will provide instruction.

C.9 TANK VAULT REMOVAL ALTERNATIVE

The F Building complex is immediately adjacent to the Tank Vault structure and must be maintained structurally sound through out Tank Vault demolition and Tank Vault solid waste management unit (SWMU) clean up efforts. The result of this alternative is expected to reduce the overall complexity of the demolition effort and maintain the safety of operations and the adjacent site buildings. The result of this alternative may result in

remnants of the tank vault drain residual contamination. In pursuit of this alternative the contractor shall:

- Remove as much of the tank vault structure as practical. At a minimum, the vault east wall will remain during demolition and be left behind as a restraining wall supporting the adjacent soil and F Building complex. The sequence of work and methodology to cleanup the SWMU will be documented in engineering documents to be reviewed and commented on by DOE. DOE will review this document using a 30 (DOE Review), 20 (Contractor Comment), 10 (Final Approval) calendar day review cycle.
- Remove as much of the contaminated tank vault drainage tile and system adjacent to the east wall as practical. Some remnants of the system may remain.
- Decontaminate the exposed east wall and floor remnant surfaces. Use of strippable coating, and scabbling up to one-quarter inch may be necessary on the exposed surfaces is expected.
- Seal the exposed concrete surfaces, and cracks if present, to mitigate future leaching of contamination from the concrete.
- Prepare the addendums to the previously issued Facility and Land Engineering Evaluation and Cost Analysis (EECA) documents for DOE review and comment on a 21(DOE Review)-14 (Contractor Comment)-7 (Final Approval) calendar day cycle.
- Draft the legal notices for EECA public comment period.
- Assist DOE in a public information meeting supporting the EECA addendums, if a public meeting is conducted.
- Draft responses to public comments on the addendum to the EECA(s) within 21 calendar days of the close of the public comment period for DOE review. The DOE review and resolution of comments will be conducted on a 14 (DOE Review)-7 (Contractor Comment)-7 (Final Approval) calendar day cycle.
- Prepare draft and final RCRA Corrective Action supporting documents for submittal to NYSDEC supporting the alternative approach. DOE will review and comment on the draft document on a 21 (DOE Review)-14 (Contractor Comment)-7 (Final Approval) calendar day cycle. The final draft will be submitted to NYSDEC. NYSDEC review may require contractor/DOE presentations to understand the nature of the demolition and resulting sampling program to characterize chemical contamination that may remain after demolition and cleanup is completed. NYSDEC may take up to sixty days to review and comment on the final draft document. The contractor will incorporate NYSDEC comments within 21 calendar days and issue the final RCRA corrective action document.

C.10 SPECIAL TECHNICAL PROVISIONS

In the fall of 2010 the SPRU project experienced an unwanted release of airborne radioactive contamination which resulted in a revision of the technical approach to the remaining D&D activities. The technical approach has changed from a primarily open air contaminated process equipment and concrete removal to an enclosed decontamination

and process equipment removal, and open air concrete removal after the concrete has been decontaminated sufficiently to preclude airborne contamination from impacting site operations. The following paragraphs outline the provisions to be implemented to assure safety and environmental controls for the remainder of the project, and the restart of D&D operations.

C.10.1 Building Enclosures

(Work discussed in this section is part of the ARRA work scope.)

Building H2

An enclosure capable of maintaining a slight negative pressure, with HEPA filtered ventilation, will be installed over the existing contaminated concrete pad to enclose the contaminated debris and allow for debris removal. The enclosure will allow for future decontamination of the below grade portions of the facility, and removal of the contaminated process equipment and piping. The enclosure may be used as the primary enclosure for the concrete pad debris removal; however, it will be considered the secondary means of contamination control for the below grade process area decontamination and removal operations. The contractor will establish additional engineered controls for the process areas including but not limited to additional local HEPA filtered ventilation, negative pressure enclosures, curtain enclosures airlocks, and containments to assist and aid in the process area decontamination and equipment removal, as needed.

Key features of the enclosure over the concrete pad shall include but not be limited to the following:

- Withstand snow and wind loads.
- Be sized to encompass the existing excavation equipment located on the pad, and allow for the removal of components from within the process cells.
- Incorporate the use of curtain enclosures at exterior doors, and curtains at large openings used to move large items in and out of the enclosure to prevent outward air flow and the spread of contamination.
- Make use of the existing H2 foundation in lieu of a separate foundation.
- Provide for an enclosed waste load out/decontamination area.
- A means for collection and diversion of rainwater runoff from the enclosure to preclude the storm water from becoming contaminated and requiring processing.

The final design shall be submitted, including a narrative discussing how previous comments were addressed, to DOE for review and acceptance. DOE will respond within seven (7) calendar days.

Building G2

Building G2 currently is structurally sound, and has an intact roof. The asbestos containing siding has been removed. The contractor will enclose the remaining structure with a durable fire retardant material (not plastic) that will be capable of maintaining a inward airflow using HEPA filtered ventilation. The material may make use of existing

building structure. The enclosure will allow for future decontamination of the office areas, process cells, below grade portions of the facility, and removal of the contaminated process equipment and piping. The enclosure is considered to be a secondary means of contamination control for the process area decontamination and removal operations. The contractor will establish additional engineered controls for the process areas including but not limited to additional local HEPA filtered ventilation, negative pressure enclosures, curtain enclosures, and containments to assist and aid in the process area decontamination and equipment removal.

Key features shall include but not be limited to the following:

- Withstand wind loads.
- Be sized to allow for the removal of components from within the process cells.
- Incorporate the use of curtain enclosures at exterior doors, and curtains at large openings used to move large items in and out of the enclosure to prevent outward air flow and the spread of contamination.
- Make use of the existing building structure rather than a separate foundation.
- Provide for an enclosed waste load out/decontamination area.
- The existing roof drains connected to the storm water systems will continue to be used to collect direct clean water.

The design of the enclosure shall be submitted, including a narrative discussing how previous comments were addressed, to DOE for review and acceptance. DOE will respond within two weeks.

C.10.2 Tank Vault Sludge Removal Operations

The Tank Vaults presently have a weather enclosure installed over equipment being used to remove the residual tank heels and solidify the residuals in the accumulation container. The residuals contain mixed fission products and plutonium contamination. It has been identified that radiological contamination has been allowed to accumulate within the enclosure areas that are in excess of what is customary for a weather enclosure. The contractor will decontaminate the sludge processing area to minimize the potential for airborne contamination, improve the equipment function to reduce the possibility of further leakage, install engineered controls including but not limited to: HEPA filtered negative pressure enclosures over the processing equipment that has the potential to leak plutonium contaminated material; make use of containments; drapes; and catches to minimize the spread of contamination. In addition the following radiological control practices shall be implemented within the weather enclosure:

- Loose radioactive contamination outside of the HEPA filtered negative pressure enclosure(s) and containments will be controlled to;

Less than 200 dpm alpha/100cm² general area

Less than 10,000dpm beta gamma/100cm² general area

- A continuous air monitor will be installed and operated at all times within the sludge removal weather enclosure.
- Fixed contamination on floor surfaces more than 1,000 dpm alpha, or 50,000 dpm beta gamma direct probe will be covered with a clean barrier to aid in general area radiological cleanliness.
- Leakage of contaminated materials outside of the HEPA ventilated negative pressure enclosures or containment will be treated as a radiological spill and promptly wetted and cleaned up.
- The contractor will use **DOE-STD-1128-98, Guide to Good Practices for Occupational Radiological Protection in Plutonium Facilities**, for D&D operations.
- The contractor will perform an ALARA evaluation for the sludge removal operations and submit it for DOE review and comment. DOE will review and comment on the ALARA submittal on a 14 (DOE review)-7 (Contractor resolution) -3 (DOE acceptance) calendar day cycle.
- The contractor will review and update the NESHAPS evaluation to account for this operation, and submit it for DOE review and comment at least 30 calendar days prior to commencement.

The contractor shall implement additional controls if airborne radioactive contamination releases occur within the weather enclosure to ensure airborne radioactive contamination does not escape from the weather enclosure.

C.10.3 Restart of D&D Operations and Readiness Evaluation (Work discussed in this section is part of the ARRA work scope.)

Since last fall the contractor has had considerable turnover, initiated a comprehensive corrective action plan (CCAP), and other measures to improve practices. The nature and significance of past events results in the contractor needing to perform a Readiness Evaluation following the Recovery Act Readiness Evaluation checklist, and DOE observation and verification that improvements have been implemented in work documents and work practices. The following will occur during the RARE period and prior to DOE issuing a Notice to Proceed for demolition operations, or sludge processing operations:

- a. Resubmit the Conduct of Operations Program and applicability matrix to reflect changes and improvements resulting from the CCAP. In addition, DOE clarifies that the contractor Conduct of Operations Program will implement the following in all operations:
 - i. Organization and Administration,
 - ii. Notifications,
 - iii. Lockout and Tagouts,
 - iv. Technical Procedures;

The following additional conduct of operations concept shall be implemented for the Hillside Water systems, and sludge removal operations;

- v. Control of Equipment and System Status,
- vi. Operator Aids

The contractor may apply additional conduct of operations concepts. (This shall occur while work continues; however, this shall be completed prior to the Notice to Proceed)

- b. Resubmit the Radiological Protection Program implementing documents that have changed since DOE last approved the program, or otherwise revised based upon the CCAP (This shall occur while work continues; however, this shall be completed prior to the Notice to Proceed).
- c. Provide DOE the revised characterization plans being implemented for reasons of Health and Safety and waste characterization.
- d. Provide DOE the revised technical basis for demolition operations.
- e. Resubmit the Decommissioning Plan with changes made to reflect the revised demolition approach and CCAP improvements.
- f. Completion of the CCAP improvements
- g. Completions of corrective actions resulting from the Type B investigation report.
- h. The following operations are expected to continue and be observed by Contractor senior management mentors as part of the contractor oversight programs, and DOE representatives:
 - i. Training of personnel.
 - ii. Operations of the Hillside Water Processing Systems.
 - iii. Surveillance & Maintenance activities.
 - iv. Installation of enclosures, containments, and curtain enclosures to control airflow and contamination.
 - v. Decontamination of the sludge processing general area.
 - vi. Installation of HEPA filtered ventilation systems.
 - vii. Installation of temporary utilities.
 - viii. Characterization to support health and safety. (Breaching of Processing System equipment for characterization is not envisioned until the Notice to Proceed is given.)
 - ix. Cleanup of the Building H2 pad once the enclosure is in place and HEPA filtered ventilation is operational.
 - x. Improvements to the sludge processing system.
 - xi. Removals of floor tile in Building G2 outside the processing areas.
 - xii. Removal, processing, and transportation of contaminated water from within the buildings, and processing areas.

The contractor shall complete their readiness evaluation, and additional management assessments performed during the evaluation and notify DOE that they are ready to commence D&D operations (decontamination, deactivation and removals of the process cell area and tunnels, or sludge processing in the case of the sludge removal operations.) DOE will review the documentation of readiness and provide the contractor findings and observations, if any, for resolution within ten business days. A Notice to Proceed will be issued by DOE once the contractor resolves the comments.

C.10.4 Additional Provisions for Demolition

(Work discussed in this section is part of the ARRA work scope.)

As a result of the change in technical approach to demolition the contractor changed the technical approach from a primarily open air contaminated process equipment and concrete removal to an enclosed decontamination and process equipment removal, and open air concrete removal after the concrete has been decontaminated sufficiently to preclude airborne contamination from impacting site operations. The following additional requirements will apply to ensure demolition operations occur safely and do not impact the workers, KAPL operations, the public, or the environment:

The expected approach for open air demolition of concrete, after process equipment and piping removal within the negative pressure enclosures has completed, is as follows:

Gross decontamination will be done such that debris is removed, and loose surface contamination is reduced to less than;

- 2,000 dpm/100cm² alpha
- 100,000 dpm/100cm² beta-gamma

After gross decontamination the contractor may either continue decontamination within the negative pressure enclosures, or apply fixatives. Decontamination will be considered sufficient prior to demolition operations, without an enclosure, once loose contamination levels are reduced to the equivalent of less than;

- 100 dpm/100cm² alpha, and
- 5,000 dpm/100cm² beta-gamma

When evaluated by taking over a one meter square area using a maselin cloth on the exposed surface.

Contaminated soil removal operations will be engineered to occur without an enclosure.

In addition, the contractor shall perform ALARA evaluations, and NESHAPS evaluations to establish an acceptable fixed contamination levels on surfaces to prevent suspension of radioactivity in air as a result of demolition operations. The limiting criteria for exposure to personnel on a DOE site are contained in DOE O 5400.5 for an unmonitored worker, and exceeding EPA NESHAPS for a maximally exposed individual at the site boundary in excess 10 mRem. These evaluations shall be submitted for DOE review and comment in accordance with the Section J Deliverables Schedule.

The desired goal for demolitions operations is NESHAPS evaluations result in a less than 0.1 mrem for the maximally exposed individual at the boundary. The desired goal for airborne concentrations outside the DOE EM work area is normal background (within two statistical deviation units is considered background). Exceedance of the background

values by two standard deviations or more shall be investigated and engineering controls applied to return outside areas to normal background.

STATEMENT OF WORK (SOW)
LIST OF EXHIBITS

- EXHIBIT A- SPRU PROJECT AREA LOCATOR PHOTOGRAPHS
- EXHIBIT B- NUCLEAR FACILITY PHOTOGRAPHS
- EXHIBIT C- SPRU AREAS MAP
- EXHIBIT D- SPRU PROJECT APPLICABLE DOCUMENTS

Nuclear Facility Related Documents

Nuclear Facility Historical Site Assessment
Facilities Alternatives Fact Sheet
Nuclear Facility EECA May 2006

Upper Level & Hillside and Ground Water Related Documents

Land Area Historical Site Assessment
Land Areas Engineering Evaluation and Cost Analysis (EECA)
Land Areas EECA Fact Sheet
Radiological Characterization Report
RCRA Facility Assessment Sampling Visit
RCRA Facility Investigation Report for Ground Water
Schenectady Naval Reactors Letter to NYSDEC RCRA
RCRA Facility Assessment Sampling Visit Report dated
August 26, 2005
DOE National Nuclear Security Agency Letter to
NYSDEC dated March 9, 2005
NYSDEC Letter dated February 1, 2006 KAPL, Knolls Site
- SPRU RCRA Facility Assessment Sampling Visit
Report Response to NYSDEC Comment #1, August 26,
2006
NYSDEC Letter dated February 1, 2006 Response to
NYSDEC, SPRU RCRA Facility Assessment Sampling
Visit Report SWMU's/AOC, February 2002, March 9,
2005
RCRA Facility Investigation for the Knolls Site Hillside
Area (AOC-1)

Pending Reports and Letters:

Action Memorandum for Preferred Alternative
NYSDEC Concurrence - RCRA RFI for Groundwater

EXHIBIT E-	MISCELLANEOUS SPECIFICATIONS
EXHIBIT F-	ES&H RESPONSIBILITY TRANSFER DOCUMENTS
EXHIBIT G-	SPRU PROJECT WBS
EXHIBIT H-	ACTIVE AND INACTIVE UTILITIES

SECTION D

PACKAGING AND MARKING

Section D of the ID/IQ Basic Contract is hereby incorporated by reference. Please note that the packaging requirements in Section D state packaging will be accomplished “in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the economical rate(s).”

All material/waste packaged must be in compliance with all regulatory and statutory Federal, State, and local requirements.

SECTION E

INSPECTION AND ACCEPTANCE

Section E of the ID/IQ Basic Contract is hereby incorporated by reference with the exception of the clauses pertaining to fixed-price contracts.

E.1 INSPECTION

All testing and acceptance of deliverables shall be in accordance with DOE standards currently in place. Inspection of all items under this task order shall be accomplished by the Designated Contracting Officer (DCO) or the Designated Contracting Officer's Representative (DCOR) as a duly authorized representative of the Government.

E.2 ACCEPTANCE/FINAL ACCEPTANCE AND DECLARATION

E.2.1 Acceptance:

Acceptance of all work effort under this Task Order (including reporting requirements of Section H and "Deliverables" in Section J, Attachment C) shall be accomplished by the DCO or DCOR.

E.2.2 Final Acceptance—Declaration of Physical Completion:

Upon physical completion of the task order requirements as set forth in the Statement of Work, the Contractor shall prepare a letter declaring that the work has been physically completed; the letter shall be delivered to the DCO. If DOE does not concur with the Contractor's declaration, DOE will provide the Contractor with a list of material deficiencies and a schedule for correcting those deficiencies. DOE anticipates using an independent Verification Contractor in reviewing the Contractor's declaration. The Contractor shall correct all identified deficiencies and submit an addendum to its letter of physical completion, a final declaration letter. The above process will continue until the DOE accepts correction of remaining deficiencies based on its review.

E.2.3 Definitions

For purposes of this task order, the following definitions will apply:

Declaration of Physical Completion = the Contractor's letter declaring the date of physical completion;

Reasonableness Review Period = the seven business day DOE review following submission of Contractor's Declaration of Physical Completion letter. If DOE

determines the Declaration of Physical Completion as reasonable, then the physical completion date is fixed (as defined in Fixed Physical Completion Date below). If DOE determines the Declaration of Physical Completion to be unreasonable, then the physical completion date is not fixed (e.g. the clock continues until a new letter declaring physical completion is submitted by Contractor and determined by DOE to be reasonable);

Declaration of Physical Completion Acceptance Period = thirty calendar days following completion of the Reasonableness Review Period to be used for DOE's generation of a punch-list of material deficiencies or acceptance of project as complete. All costs associated with the correction of punch list items after the Fixed Physical Completion Date are allowable subject to the cost sharing provisions of B.4.1;

Final Declaration Letter = Contractor's letter declaring completion of punch-list material deficiencies;

Final Declaration Letter Acceptance Period = thirty calendar day DOE review cycle following the Contractor's submission of the final declaration letter, used for DOE to accept the project as complete or identify incomplete punch list items.

Final Declaration Acceptance Letter = DOE letter accepting completion of punch-list items and Declaration of Physical Completion.

E.3 CERTIFICATION

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

SECTION F

DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance of this modified task order shall be from the effective date stated in Modification No. M035 through December 31, 2011 for physical work as defined in Section C. Deliverables excluded from physical project completion are identified in the table below and will be submitted in accordance with Section J, Attachment C, "Deliverables."

Deliverables excluded from physical project completion are as follows:

Deliverable No.	Deliverable Description	Due Date
14	Demolition Completion Report	3/30/2012
16	Drawings & Sketches – Bldg., G-1 North Wall Restoration	1/31/2012
18	Land Transfer Form (Final)	6/30/2012
26a	RCRA Interim Corrective Measures Report	4/30/2012
26b	RCRA Tank Vault Corrective Action Report	5/30/2012
27	Radiological Cleanup Report	4/30/2012
28	Declaration of Physical Completion	12/31/2011
30	Project Plan Critical Decision & Submittal	3/30/2012
71	Demolition Complete Report for ARRA funded effort	3/30/2012
74	Declaration of Physical Completion of ARRA work	12/31/2011

F.2 PLACE OF PERFORMANCE

The place of performance is:

US Department of Energy
 DOE Environmental Management
 SPRU Project Field Office
 2425 River Road
 Niskayuna, NY 12309-1103

The SPRU Project work areas are within the Knolls Atomic Power Laboratory (KAPL). KAPL is a government owned, contractor operated research laboratory. The government organization responsible for the KAPL site is the National Nuclear Security Agency (NNSA), Naval Reactors Laboratory Field Office (NRFLO). NRFLO's contractor is Bechtel Marine Propulsion Corporation (BMPC). DOE Environmental Management

(DOE EM) is the sponsor for the Task Order. DOE EM Consolidated Business Center (EMCBC) and the DOE EM SPRU Field Office representatives are DOE EM agents for the Task Order. The Contractor is expected to communicate with DOE EM's agents throughout the Task Order. Limited communications with BMPC will be required as noted in the Task Order to facilitate logistics between BMPC and the Contractor.

F.3 DELIVERABLES

The required deliverables are as identified in Section J, Attachment C.

SECTION G

CONTRACT ADMINISTRATION DATA

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

G.1 CORRESPONDENCE PROCEDURES

To provide timely and effective administration, correspondence (except for invoices) submitted under this task order shall be subject to the procedures listed below.

- (a) **Correspondence.** All correspondence shall be sent concurrently to both the DCO and DCOR.
- (b) **DCO and DCOR Address.** The DCO and DCOR for this Task Order are as follows:

DCO: Derrick J.C. Franklin, Contracting Officer*
U.S. Department of Energy
Environmental Management
Consolidated Business Center
250 E. 5th Street Suite 500
Cincinnati, Ohio 45202

DCOR: Steven Fienberg
US Department of Energy
DOE Environmental Management
SPRU Project Field Office
2425 River Road
Niskayuna, NY 12309-1103

*The DCO responsibilities for day-to-day operations will be performed by Robert Ribail.

- (c) **Subject Lines.** All correspondence shall contain a subject line commencing with the contract number and task order number as illustrated below:

SUBJECT: CONTRACT NO.: DE-AM09-05SR22414
TASK ORDER: DE-AT30-08CC60014/SP16

G.2 GOVERNMENT CONTACT FOR POST AWARD ADMINISTRATION

The Contractor shall use the DCO at the address provided as the point of contact for all matters regarding the task order, with the exception of technical matters. Technical

matters may be referred to the DCOR and a copy of all communications provided to the DCO.

G.3 INVOICING AND COST ACCRUAL REPORTING

The Contractor shall invoice the DCOR monthly for charges and expenses properly allocable to the work completed as specified by the cost plan. The invoice (Standard Form 1034, Section J, Attachments A and B of the ID/IQ basis contract) shall include a breakdown by work breakdown structure element. The invoice shall include the WBS number, WBS title, and each element shall show the charges by labor hours, labor cost, materials, travel, other direct costs, and subcontract costs as applicable. Subtotals shall be provided to facilitate review. The Contractor's monthly project report contains the required information and may be attached to the standard form in lieu of creating a separate report. In some instances copies of supporting subcontractor bills and invoices may be requested by the DCOR. The invoice will be paid after approval and certification by the DCOR/DCO of satisfactory contract performance. The invoice shall be addressed as follows:

Original Standard Form 1034 invoice per basic contract Section J Attachment A:

U.S. Department of Energy
Oak Ridge Operations Office
Oak Ridge Financial Service Center, FM-71
20 Administration Road
Oak Ridge, TN 37830

The Contractor shall submit one copy with all supporting documentation to the DCO.

Each invoice submitted shall include the following:

- Basic IDIQ Contract Number;
- Task Order Number
- Contractor Name;
- Date of Invoice;
- Invoice Number;
- Total Amount of Invoice;
- Period Covered or Items Delivered;
- Cumulative Amount Invoiced to Date; and
- Remittance Address

The Contractor will account for all Task Order costs and submit invoices for all such costs but Contractor requests for reimbursement will be consistent with the Share Line in the Section B.4, Incentive Structure. Hence:

- Once the 100% Range is exceeded (\$105M), but before the 50% Range is exceeded (\$145M), the Government will be responsible for 50% of costs and the Contractor will submit an invoice for all Task Order costs but seek reimbursement for only 50% of such costs.
- Once the 50% Range is exceeded (\$145M), the Government will be responsible for 0% of costs and the Contractor will submit an invoice for all Task Order costs but not seek reimbursement for any of such costs.

Inquiries regarding the status of an invoice should be directed to the Oak Ridge Financial Center at (423) 576-1651 or (888) 251-3557 or the DCOR as indicated in Section G.1 above.

G.4 ACCOUNTING AND APPROPRIATION DATA

Accounting and Appropriation Data as of Modification 034:

01250 2008 33 490814 61000000 25200 1110892 0002184 0000000 0000000
OBLIGATE: \$17,928,267.00

01250 2009 33 490814 61000000 25200 1110892 0002184 0000000 0000000
OBLIGATE: \$8,938,529.93

01250 2010 33 490814 61000000 25200 1110892 0002184 0000000 0000000
OBLIGATE: \$10,949,746.00

01250 2011 33 490814 61000000 25200 1110892 0002184 0000000 0000000
OBLIGATE: \$2,521,000.00

06049 2009 33 490814 61000000 25200 1111348 2002160 0000000 0000000
OBLIGATE: \$44,800,000.00

SECTION H

SPECIAL CONTRACT REQUIREMENTS

The provisions of Section H of the Base Contract are incorporated by reference. The following special provisions are unique to this task order.

H.900 PROJECT CONTROL SYSTEMS AND REPORTING REQUIREMENTS

This Task Order implements the DOE Manual 413.3-1 Project Management for the Acquisition of Capital Assets and DOE O 413.3B Program and Project Management for the Acquisition of Capital Assets. The Contractor shall prepare all the documents required for the submittal of Critical Decision (CD) 2/3, to the DCOR **within sixty (60) calendar days of contract award** for review and approval. Upon completion of the requirements under this Task Order, the Contractor shall prepare and submit the CD 4 document to the DCOR for approval.

DOE has implemented the Environmental Cost Element Structure (ECES) for this Task Order. See Statement of Work (SOW) Exhibit G for the work breakdown structure (WBS) for this Task Order. The WBS definitions for ECES can be downloaded at the following website:

www.em.doe.gov/stakepages/aceteam_eces.aspx

The ASTM E2150-04 standard classification for Life-Cycle Environmental Work Elements-Environmental Cost Structure provides additional information.

Listed below are plans required for the CD 2/3 submission. This list is not all inclusive:

Cost Plan

The Cost Plan shall include a detailed cost breakdown that identifies the costs by cost element (e.g., labor, materials, equipment, travel, other direct costs, etc.) and which shall be stated at the Work Breakdown Structure (WBS) work package level. The Cost Plan shall correlate to the information provided in the Contractor's task proposal except that the schedule shall depict costs on a monthly basis for the duration of the project. The WBS is defined for the SPRU project and is included in SOW Exhibit G. DOE has provided the Environmental Cost Element Structure (ECES) WBS elements through level 6 for the project. The use of the DOE provided WBS and ECES is mandatory.

Baseline Schedule and Cost

The Contractor shall provide a comprehensive, resource loaded schedule, including man hours, material costs, and labor costs for both the prime contractor and any subcontractors, on a monthly basis. The schedule shall be consistent with the work package level and must include milestones, identification of the critical path, float, expected GFSI (Government Furnished Services and Items), and work-around plans to mitigate the impact of activities or assumptions considered to be a significant risk to project cost or on-time completion.

Note: Resource loaded costs may be aggregated to the level 6 WBS.

Metrics

The Contractor shall provide a month-by-month breakdown of key project deliverables, milestones, and project accomplishments over the life of the project. Examples of key project milestones are deliverables, government approvals, number of waste containers shipped, or volume of waste disposed. The Contractor shall use the earned value system of reporting progress and follow the **ANSI Standard ANSI/EIA-748A** for Earned Value Management System (EVMS).

Risk Management Plan

The Risk Management Plan (RMP) shall include the risk management philosophy, approach, objectives and processes and should address the management of risks including the plan to mitigate each risk.

Contingency and Risk Analysis

The Contingency and Risk Analysis (CRA) shall include an estimate of all traditional cost contingencies and an analysis of the potential cost impacts of specific risk factors in the risk management plan.

Baseline Work Plan

This Work Plan is a narrative description of the work in this task proposal by Subtask and shall include: WBS title, WBS number, included work elements, planned start and completion, life-cycle budget, life-cycle FTEs, work scope description, specific work element descriptions, metrics table by WBS element (e.g., projected waste volumes, numbers of shipments, etc.), major milestones, WBS-specific assumptions, WBS-specific risks, references, schedule, and basis of estimates.

The Contractor's deliverable on this section should reflect the negotiated costs at contract award, and will form the basis of measuring and reporting progress monthly.

Baseline Documents

The Contractor shall prepare all plans and procedures required to implement the tasks required under this SOW as set forth under the site specific requirements in addition to these baseline documents.

- Project Execution Plan
- Work Breakdown Structure (WBS)
- Responsibility Assignment Matrix (RAM)
- Cost Plan
- Schedule
- Metrics
- Programmatic Assumptions Document (PAD)
- Risk Management Plan (RMP)

The Contractor may choose how to organize documents in the baseline and may combine baseline elements.

Monthly Reports

Monthly reports will be prepared by the Contractor and submitted by the tenth calendar day of each month for the preceding month's efforts. The monthly report shall contain a brief discussion of the month's significant accomplishments, progress to milestones, and costs tied to the work breakdown structure to ECES Level 2 (Level 6 in the project WBS) and include transportation and disposal costs, variance analysis, earned value statistics, and an estimated cost at completion. The report should contain statistics for the current month, fiscal year to date, and cumulative project to date. DD Form 273411, 273412, 273413, 273414 and Form 273415 shall be used to satisfy the basic EVMS reporting requirements. Figures trending earned value statistics shall also be provided. This report may be submitted separately or integrated into the monthly invoice (preferred).

EVMS Certification

The contractor shall obtain DOE Office of Engineering and Construction Management (OECM) certification of the compliance of the contractor's system to the ANSI Standard for the work conducted for the Task Order.

H.901 TASK ORDER OVERSIGHT

The Contractor shall expect routine surveillance and observation of work performed to the contract 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 CO 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 CO 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:

- (a) 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.
- (b) Contract 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.
- (c) Financial Management Oversight: The Contractor shall provide budgetary data as required to DOE to facilitate its oversight and auditing functions. DOE will review all budgetary data submitted by the Contractor.
- (d) 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 Order 450.4, "Safety Management System Policy."
- (e) 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 contract. In addition to this oversight, the Contractor shall support:
 - 1. Senior management walk-throughs, conducted in locations where work is ongoing;
 - 2. Periodic walk-through by the regulators, Defense Nuclear Facilities Safety Board (DNFSB), or DOE Headquarters personnel;
 - 3. Employee concerns elevated to DOE for evaluation.
 - 4. Unannounced inspections and visits by regulatory personnel

- (f) Assessments: DOE or other regulatory agencies may conduct assessments of the Contractor's performance. Advance notice of these performance assessments will be given to the Contractor fourteen (14) calendar days in advance of the assessment when possible.

H.902 GOVERNMENT FURNISHED SERVICES/ITEMS (GFS/I)

Table H.902, located in Section J, Attachment D, "GFS/I," identifies the GFS/I to achieve the stated objective of timely and efficient completion of the Task Order. The parties will work during the term of the Task Order to fulfill the objective identified therein.

During the performance of the contract and in recognition of the cost sharing provisions contained herein, the parties agree that mutual efficiencies and performance improvements are necessary to reduce the actual cost and/or improve the schedule for the work.

The contractor is directly responsible and accountable for all government property utilized under this contract. This requirement includes government property in the possession or control of subcontractors. The contractor shall establish and maintain a system, in accordance with DEAR 952.245-5 *Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)*, to control, protect, preserve, and maintain all government property. This property control system shall be in writing. The system shall be reviewed and, if satisfactory, approved in writing by DOE. All government-furnished property under this contract is furnished on an "as is" basis.

H.903 INTERFACE REQUIREMENTS

The Contractor shall submit to the DCOR an Interface Plan that describes how it will address interactions with other on-site and off-site organizations and stakeholders such that, once the task order award is made, work will not be impeded. The following interfaces shall be addressed:

- DOE;
- EPA;
- New York State Department of Environmental Conservation;
- New York State Department of Health;
- State and local agencies and/or stakeholders;
- Naval Reactors contractor BMPC;
- Other existing ID/IQ or Prime Contractors;
- Subcontractors;
- General work area access controls to work and support areas;
- Savannah River Site/KAPL for security clearances;
- Knolls Site badge office once security clearances are obtained.

- Safeguards and Security Interfaces
- Other impacted organizations
- Authorized waste disposal facilities

H.904 CONTRACTOR ASSURANCE SYSTEM

The contractor must prepare a contract assurance system program description to show compliance with DOE Order 226.1 Implementation of DOE Oversight Policy and submit it to the DCOR for approval.

H.905 QUALITY ASSURANCE PROGRAM

Within sixty (60) days of the contract award date, the contractor shall submit to DOE for approval a quality assurance program that satisfies the requirements of 10 CFR Part 830.121 and DOE Order 414.1C. The contractor shall develop site-specific quality assurance plans that address requirements specified in applicable DOE Directives associated with environmental cleanup missions. The contractor shall flow down these quality assurance requirements into subcontracts issued in support of this contract. The contractor assurance system required by DOE Order 226.1 may be incorporated into this QAP in lieu of a separate submittal.

H.906 INTEGRATED SAFETY MANAGEMENT SYSTEM (ISMS) AND ENVIRONMENTAL SAFETY AND HEALTH (ES&H) PROGRAM

The contractor shall prepare a Worker Safety and Health Program (WSHP) as required by 10 CFR 851. The WSHP shall be fully implemented prior to the start of any work, including office work, on the SPRU Site.

ISMS

The Contractor shall maintain a Safety Management System (SMS) to implement DOE Integrated Safety Management System (ISMS) requirements to integrate safety into all activities including environmental compliance (See DOE P 450.4 “Safety Management System Policy”). In accordance with ISMS, the Contractor shall:

- Define the work to be performed
- Identify hazards associated with the work
- Control the hazards
- Perform work within the controls, and
- Routinely improve its SMS through continuous evaluation.

The Contractor shall prepare an ISMS description to implement the Contractor’s SMS. The ISMS Plan shall identify how the contractor will maintain compliant and safe operations by integrating safety and health into all activities including environmental compliance.

Health and Safety Plan

The contractor shall prepare an Activity Specific Health and Safety Plan (ASHASP) and Job Hazards Analysis as needed as part of the overall project safety program. Copies of these documents will be provided to DOE for information.

The Contractor shall provide the necessary personnel protective equipment (PPE), safety briefings and escorts when needed for all visitors (both Government and non-Government) to contractor controlled work areas. The Contractor shall be responsible for the subsequent decontamination and disposal of such PPE. The Contractor shall provide site-specific training for up to fifteen Naval Reactors Laboratory Field Office (NRFLO)/KAPL and regulatory personnel in addition to Contractor/Sub-Contractor personnel per applicable laws, regulations and DOE orders. A policy for training of infrequent site visitors shall be prepared by the Contractor and submitted to the DCOR for review and comment.

The Contractor shall provide medical screening of the DOE field office personnel if required to enter the work areas and meet the requirements of the Worker Safety and Health Program, or Radiological Protection Program.

Emergency Response

The Contractor shall establish site procedures to ensure that they have in-place, adequate emergency response capabilities to respond to fire/explosion, medical, radiological and environmental emergencies. The Contractor is expected to provide first responder capability (see 29 CFR 1910.120(g)(6)). KAPL will provide support for larger spills, fires, and emergency medical transport. The Contractor shall prepare an emergency plan outlining its capabilities, equipment, arrangements, agreements and any emergency procedures and protocols. The emergency plan shall be submitted to the DCOR for approval prior to initiating work on site. The Contractor will allow 30 work days for DCOR comments/approval and shall have the plan approved before the commencement of sampling, performing surveillance and maintenance services, and removals. The previous Emergency Plan in effect will be provided by DOE to the Contractor. The Contractor is to advise if any requirement in this SOW necessitates a change to the Contractor's Emergency Plan.

The contractor shall also ensure that adequate emergency response capability is available to respond to medical, radiological, and environmental emergencies if working during off shift hours. BPMC services are limited after hours.

The Contractor shall keep KAPL informed of all hazardous materials in storage and have Material Safety Data Sheet (MSDS) information readily available for use by the KAPL Site emergency response personnel.

Environmental Protection

The contractor shall prepare an Environmental Protection Program discussing pollution prevention activities, permits planned for the work and practices. An Army Core of Engineers and/or NYSDEC permits will be required for cleanup/remediation in wetland areas. The contractor is responsible for providing permit applications early in the project design for submittal to regulators through the DCOR.

The contractor shall comply with the existing Knolls Site SPDES permit and the Knoll Site Municipal Separate Stormwater Sewer System (MS4) program under the new Phase II Stormwater regulations. A Storm Water Pollution Prevention Plan (SWPPP) if required by the regulations and Erosion Control Plan shall be prepared for each area needed for the site to demonstrate compliance or if otherwise required by regulations for the work under this contract. If additional permitting or plans are required, the contractor shall prepare these for DCOR submittal to appropriate stakeholders/regulators.

H.907 SITE SECURITY

Site security will be the responsibility of SNR as implemented by BPMC. All activities conducted by the Contractor within the KAPL secured boundary shall be in accordance with KAPL security procedures. The contractor shall maintain a Security Plan that will address the following elements and requirements:

- Security clearances: contractor security clearances will be processed through the DOE office. The contractor should recommend processing clearances for the Project Manager, ES&H Manager, Radiological Controls Manager, Nuclear Safety Manager to facilitate meetings and discussions with site personnel, and enough cleared personnel are available to escort uncleared personnel in work areas that are in the secure areas.
- Off-shift hours: The Contractor shall ensure that a prime Contractor management individual is present to adequately supervise the work of personnel including Subcontractor individuals at all times.
- Escorting: The contractor shall ensure that uncleared visitors are properly escorted when onsite per KAPL security requirements. The ration of "L" cleared escorts to uncleared personnel is one escort to six uncleared persons. The security escorts must be an employee of the prime contractor, and will be trained by KAPL, and have no other duties while escorting uncleared personnel in secure work areas of the KAPL site.
- Electronic equipment: The contractors may bring electronic equipment (computers, telephones, fax machines, etc.) on site per KAPL security requirements.

Site access of Contractor vehicles: Only vehicles necessary to perform work or deliver supplies may be brought within the secure area during the hours of 7:00 am to 11:30 am and 12:30 pm to 2:00 pm, Monday through Friday, or as separately arranged and approved by KAPL security. The contractor shall minimize the use of vehicles to transport personnel to and from the protected site work areas. All vehicles are subject to search upon entry and exit. The contract shall plan upon a wait time for ingress and egress. Ingress and egress outside this time period require prior special agreement with the site security. Deliveries may be made by uncleared drivers to or through secure areas provided they are escorted by trained contractor escort personnel.

- All personnel assigned to the contract shall be US Citizens and may not retain dual citizenship status. Contractor personnel entering the security areas at the KAPL must have a DOE “L” clearance except as noted below:
- Building H2 and G2, tank vaults, and all pipe tunnels are within the secure area of the site. DOE has installed security fencing and gates that allows for work to be done in most areas without the need for a security clearance; however, presently the only means to get to the work area and the E1 and G1 pipe tunnels is to enter the area through the secure areas of the Knolls site. It is intended when the contractor mobilizes to perform removal and/or demolition activities that this area will be configured to allow for access by personnel without security clearances. The contractor must prepare a memorandum to the DCOR requesting that the fence and gates be configured for uncleared worker access, and have prepared a Project Security Plan. Prior to removal activities where only short term access is required for inspection tours, the contractor shall escort the uncleared personnel with a trained “L” cleared escort individual. Neither DOE nor KAPL provides security escorts.
- It is the practice of this site to have picture badges for cleared and uncleared personnel working at this site. Security badges will be made by the KAPL Security Office and will be arranged by DOE. Within fifteen (15) calendar days of the task order award, the contractor shall present a list of company employees to the DCOR that will require access to the site. Employees possessing a security clearance shall have their security clearance extended to the KAPL Site, and shall complete the Personnel Identification Verification form and Badge Request form. For individuals without a security clearance, the contractor shall prepare a Badge Request form; and provide a listing of full name, citizenship, date of birth, and each employee’s company name, address, and phone number.
- The DCOR will function as the liaison with the KAPL Security Office, in arranging access to other KAPL buildings as needed.
- In accordance with paragraph H.16 (a) of the base contract the contractor shall conduct the pre-employment screening of all personnel prior to

assignment to the SPRU Project Site regardless of whether a security clearance is needed or not or the personnel were previously employed by the prime contractor or subcontractor(s). Pre-employment screening conducted within 180 days of placement of individuals on this task order may be used to satisfy this requirement. The prime contractor named in the task order award is responsible to ensure the provisions of this paragraph are met for its own employees, and all subcontractor(s).

H.908 NUCLEAR AND RADIATION SAFETY PROGRAM

Radiological Protection Program & Dosimetry

The Contractor shall establish and maintain a Radiological Protection Program (RPP) to ensure the proper protection of workers, visitors, and members of the public from excessive radiation exposure. The RPP shall be submitted to the DCOR for review and approval prior to any work involving exposure of individuals to occupational ionizing radiation exposure. The RPP submittal shall include a technical basis document that evaluates the expected work area conditions and the assumptions used to develop the RPP. This technical basis shall include an exposure assessment, discuss the engineering and administrative controls to be used during the work effort, discuss the methods to be used to evaluate personnel radiological control exposure during this work, and specifically evaluate whether or not there is a need to utilize dosimetry, bioassay, and whole body counting services; and if these programs need to have a DOE Laboratory Accreditation Program (DOELAP) for personnel monitoring. Dosimetry services shall be provided to DOE office personnel and DOE authorized visitors to satisfy Contractor specified entry requirements to enter SPRU Project controlled areas. The Contractor should note that it may take up to six (6) months to establish an approved RPP after initial submittal to the SPRU Project office for approval. If DOELAP Accreditation is required for dosimetry programs, the approval process, after initial submittal to the SPRU Project office for approval, may take up to six (6) months to complete. Since the RPP provides much of the program information needed to support DOELAP accreditation, the RPP must be approved prior to submittal of the DOELAP application. After submittal of the DOELAP accreditation package it is up to the contractor to schedule assessments needed to support the accrediting process with the DOELAP representatives. DOE SPRU Field Office will support the effort in an advisory role.

Price Anderson Amendments Act Program

The Contractor shall establish a written program in support of the Price Anderson Amendments Act (PAAA) program. This includes, but is not limited to, written site requirements for deficiency tracking, evaluation, trending, and reporting. There shall also be written procedures that

establish the roles and responsibilities for a PAAA Coordinator and the role of contractor management. The program and procedures will be submitted to DCOR for approval. The contractor should note that in order to have a credible program the appointed PAAA coordinator needs to be a trained onsite representative.

The Contractor shall maintain a deficiency tracking system to manage all Contractor and DOE identified deficiencies, and routinely screen them for PAAA concerns.

H.909 RECORDS MANAGEMENT

The Contractor shall comply with the existing on-site records management program compliant with Title 36, Code of Federal Regulations, sub-part B. The contractor is responsible to turnover one hard copy and an electronic copy of records. The electronic copies should be included in a CD-ROM and organized by the project WBS. The electronic copies on CD-ROM should include one set with all documents in portable document format (PDF), and the other using the original software to create the document i.e. MS Word, Power Point, AutoCad. These records and copies should be provided to the DCOR upon completion of each task in this contract.

H.910 SUBCONTRACT ARRANGEMENT

In order to improve project performance, URS will team with CH2M Hill, Inc. as an integrated subcontractor. CH2M Hill will play a key role at SPRU in managing and directing the clean-up activities. CH2M Hill will provide management and professional services to include the Project Manager, D&D Manager, Radiological Controls Manager, and other positions as required and approved by the DCO.

In addition, as a further step to ensure the effectiveness and completion of the SPRU Disposition Project, URS has established a SPRU Management Advisory Board (the Board) which will play a vital role in the successful delivery of the SPRU Project. The Board will ensure effectiveness of the Project Management tools and assist the SPRU project in the safe and successful execution and completion of the project by ensuring timely corporate reach back resources and communications with key stakeholders. The Board will serve at no cost to the project. The Board will be chaired by URS' Senior Executive Vice President and include senior executive representation from CH2M Hill.

The CH2M Hill Project Manager shall have day-to-day responsibility for the project and personnel of the SPRU Disposition Project. The Contractor may task the CH2M Hill Project Manager with additional roles and responsibilities as approved by the Board.

Any correspondence or technical direction sent to the Project Manager (CH2M Hill) will also be copied to the Deputy Project Manager (URS).

H.911 KEY PERSONNEL

- (a) The personnel listed below are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must: (1) Notify the Designated Contracting Officer reasonably in advance; (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and (3) obtain the Designated Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify the Designated Contracting Officer prior to or concurrently with such action.
- (b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.
- (c) All designated key personnel shall be on-site.

<u>TITLE</u>	<u>NAME</u>
Project Manager	David Lowe (CH2M Hill)
D&D Manager	Jack Williams (CH2M Hill)
Radiological Control Manager	Nate Bridges (CH2M Hill)
Environmental Safety and Health Manager	David Hall (URS)

- (d) Anytime the Project Manager is replaced for any reason prior to completion of this Task Order, DOE costs shall be reduced by \$250,000. In addition, each time any of the other key personnel are replaced for any reason prior to physical completion of this Task Order, DOE costs shall be reduced by \$100,000. Cost reductions due to DOE under this provision shall be credited to DOE within 30 days following the departure of any key personnel identified in paragraph H.911(c). The Contractor may request in writing that the DCO waive all or part of a reduction if extenuating circumstances exist. The DCO shall have unilateral discretion to waive all or part of a reduction.

H.912 SUBCONTRACTING WITH SMALL BUSINESSES

In accordance with FAR 52.219-8, Utilization of Small Business Concerns clause of the basic contract, the contractor shall, to the fullest extent possible, team with and/or provide small businesses the maximum practicable opportunity to compete for subcontracts under this task order.

H.913 ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005)

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

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

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

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

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

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

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

- (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
 - (ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
 - (iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- (c) Contract completion or termination. In the event of completion or termination of this contract, copies of any of the contractor-owned records identified in paragraph (b) of this clause, upon the request of the Government, shall be delivered to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Designated Contracting Officer, the Contractor shall deliver such records to a location specified by the Designated Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (e) Applicability. Paragraphs (b), (c), and (d) of this clause apply to all records without regard to the date or origination of such records.
- (f) Records retention standards. Special records retention standards, described at DOE Order 200.1, Information Management Program (version in effect on effective date of contract), are applicable for the classes of records described therein, whether or not the records are owned by the Government or the Contractor. In addition, the Contractor shall retain individual radiation exposure records generated in the performance of work under this contract until DOE authorizes disposal. The Government may waive application of these record retention schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies and delivery of records described in paragraphs (a) and (b) of this clause.

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

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

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

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

H.914 PRIVACY ACT SYSTEMS OF RECORDS CLAUSE

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 entitled, FAR 52.224-2, *Privacy Act (APR 1984)*.

<u>System No.</u>	<u>Title</u>
DOE-5	Personnel Records of Former Contractor Employees
DOE-28	General Training Records
DOE-33	Personnel Medical Records
DOE-35	Personnel Radiation Exposure Records

http://management.energy.gov/privacy_act_063006.pdf provides additional information on Privacy Act Systems of Records and the systems that may or may not need to be included. The above list shall be revised by mutual agreement between the Contractor and the Designated Contracting Officer, as necessary, to keep it current. A formal modification to the contract is not required to incorporate these revisions; but, the revisions become effective upon mutual agreement of the parties. The mutually agreed upon revisions shall have the same effect as if actually listed above for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the Contract Clause entitled, FAR 52.224-2, *Privacy Act (APR 1984)*. The revisions will be formally incorporated per the next annual contract update modification, unless added sooner by the Designated Contracting Officer.

H.915 RESPONSIBLE CORPORATE OFFICIAL

The Contractor shall provide a Guarantee of performance from its parent company in the form set forth in the Section J Attachment entitled, *Performance Guarantee Agreement*. If the Contractor is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of this procurement, the parent companies of all the entities forming the new entity shall each provide Guarantees for joint and severable liability for

the performance of the Contractor. In the event any of the signatories to the Guarantee of performance enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Designated Contracting Officer. Notwithstanding the provisions of this Clause, the Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Contractor and who is accountable for the Contractor regarding Contractor performance issues:

Name: Thomas H. Zarges
Position: President
Company/Organization: URS E&C Holdings Incorporated
Address: 7800 East Union Avenue, Suite 100, Denver, CO 80237
Phone: (303) 843-2314
Facsimile: (303) 843-2208
Email: Tom.Zarges@urs.com

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

H.999 Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009 (Apr 2009)

Preamble:

Work performed under this contract will be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act's purposes are to stimulate the economy and to create and retain jobs. The Act gives preference to activities that can be started and completed expeditiously.

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

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

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning the how and where for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor must

comply with all requirements of the Act. If the contractor believes there is any inconsistency between ARRA requirements and current contract requirements, the issues will be referred to the Designated Contracting Officer for reconciliation.

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

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

Definitions:

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

Non-Federal employer means any employer with respect to Covered Funds -- the contractor or subcontractor, as the case may be, if the contractor or subcontractor is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

A. Flow Down Provision

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

B. Segregation and Payment of Costs

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

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

C. Prohibition on Use of Funds

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

D. Wage Rates

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

E. Publication

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

F. Registration requirements

Contractor shall ensure that all first-tier subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR) no later than the date the first report is due under FAR 52.201-11 American Recovery and Reinvestment Act - Reporting Requirements.

G. Utilization of Small Business

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

(End of clause)

H.916 RESERVED

H.917 Baseline and Reporting Requirements for Work Performed under the Recovery Act

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

Baseline Requirements

- a. For purposes of this clause the "pre-definitized period" is defined as that timeframe from the date of execution of modification number 019 directing the contractor to begin the Recovery Act work until the work is definitized in accordance with the clause in Section H entitled "Modification Definitization." All requirements for plans and deliverables during the pre-definitized period shall be based on the definitization time period estimated in the "Modification Definitization" clause.
- b. During the pre-definitized period, the contractor shall develop and deliver to the Designated Contracting Officer the following:
 1. Within 30 days after execution of modification no. 019, the contractor shall provide a work plan for performance of that portion of the work specified in Section C. Statement of Work expected to be performed. This plan shall include the following:
 - i. Product-oriented Work Breakdown Structure (WBS) and WBS dictionary in alignment with the statement of work, as modified for the Recovery Act work, to include performance of Recovery Act work totally within distinctly defined, separately tracked and uniquely managed WBS elements;
 - ii. Monthly spend plan consistent with the statement of work, completely segregating the non-Recovery Act work from the Recovery Act funded portions of the statement of work;
 - iii. Crosswalk of statement of work WBS elements and associated planned milestones, metrics, and estimated costs (at the 80% confidence level), at the Activity Building Block (ABB) level, between the current base program/project Near-Term Baseline (NTB) and/or Out-year Planning Estimate Range (OPER) and the Recovery Act work;

- iv. Milestone list including, but not limited to, major hiring actions that create newly “created” or “retained” jobs by the contractor or first tier subcontractors in accordance with the clause in Section H, entitled “Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009, key starts and completions, enforceable regulatory dates, approval of key regulatory decisions, project critical decisions, delivery of critical Government Furnished Services and Items; and
 - v. Planned quarterly summary of jobs “created” or “retained” by the contractor and first tier subcontractors as defined in the Section H clause entitled “Special provisions relating to work funded under the American Recovery and Reinvestment Act of 2009.”
2. The Contractor shall propose a preliminary baseline consisting of a resource loaded schedule (due July 31, 2009) and updated Cost Account Management notebooks (due August 18, 2009) that will allow the contractor to measure progress of the ARRA and base funded work for the pre-definitization period as described in paragraph c below. By August 31, 2009, the Contractor shall propose the final Performance Baseline for the complete work specified in Section C. Statement of Work. This baseline shall use control accounts that will be made up of work packages. The WBS elements at the lowest level should roll up within the WBS structure and clearly identify the entire work to be performed. The WBS shall clearly distinguish all non-Recovery Act work from all Recovery Act work. The proposed Performance Baseline shall include the following:
- i. The contractor shall propose a performance baseline, at a high confidence level, for the work to be performed, including the pre-definitized period and the post-definitized period. This baseline shall be based upon the work and schedule included in modification no. 019 and the contractor’s project baseline approved July 2008. A month-by-month baseline or budgeted cost of work scheduled (BCWS)/planned value (PV) must be developed for the complete Recovery Act work. This will be the original baseline for Recovery Act work and shall include all of the work by WBS, including both the pre- and post- definitized periods, and the contractor’s defined management reserve. The sum of these three items (estimated cost for the pre-definitized period, estimated cost for the post-definitized period, and the management reserve) shall equal the contractor’s proposed estimated cost for the Recovery Act work. This performance baseline is subject to independent project review and certification before approval by the government.
 - ii. A network logic schedule utilizing Primavera will be developed at the activity level for each control account which includes milestones. The

schedule must be resource loaded and coded to allow summarization of lower level activities through the control account for the complete Recovery Act work.

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

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

- a. The contractor shall use the work breakdown structure and associated dictionary provided by DOE;
- b. List of planning basis and assumptions;
- c. Cost baseline description document (Statement of Basis) that includes the basis of cost estimate to Level 6, and as needed for reasons of value of the WBS activity or to improve the ability to measure progress, to lower levels of the WBS);
- d. Schedule baseline that employs a critical path method and is resources loaded such that earned value can be measured;
- e. Organizational breakdown structure;
- f. Responsibility assignment matrix that identifies Control Account Managers;
- g. Earned value management system description and a copy of the letter of certification against ANSI/EIA-748-B, “Earned Value Management Systems;” (N/A)
- h. Project controls system description document;
- i. Risk management plan with results of qualitative and quantitative analysis including S-curves, cost and schedule contingency determinations, risk mitigation/risk response plans, and risk register;
- j. All work packages;
- k. Technical design documentation;
- l. Documented safety analysis;
- m. Safety evaluation report (if required);
- n. Safety design strategy;

- o. Integrated safety management system description document and latest annual certification;
- p. NEPA documentation (analysis of environmental impacts); and
- q. Regulatory decision documents.

These documents shall be submitted to the Designated Contracting Officer to support DOE review and baseline approval. The Contracting Officer may identify other documents as needed to support project reviews and audits. The Contractor may use existing approved documents to satisfy the requirements of this modification; however, the Contractor shall identify in a letter to the Contracting Officer that the deliverable has been reviewed and determined by the Contractor to be complete without the need for revisions.

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

Reporting Requirements

- e. Within 30 days of definitization of the Recovery Act work, the Contractor shall begin reporting against the established performance baseline in accordance with the reporting requirements specified under existing contract requirements, those reporting requirements specified in the section H. clause entitled "Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009, and those Recovery Act-unique deliverables listed below. Performance against the Recovery

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

H.918 WORKPLACE SUBSTANCE ABUSE PROGRAM

Pursuant to 10 CFR 707, Subpart B Procedures, paragraphs (f) and (h), Contractor shall submit on an annual basis, to DOE, for review and evaluation, the following information for each testing category (i.e. random, occurrence, reasonable suspicion, return-to duty, follow-up):

- (1) The total number of tests administered for illegal drugs.
- (2) The number of tests administered in each testing category.
- (3). The number of additional tests administered (e.g. applicant)
- (4). The number of tests administered to comply with requirements of other Federal agencies, if applicable.
- (5) The number of individuals who receive a Medical Review Officer-determined positive test by testing category.
- (6) The number of individuals who receive a Medical Review Officer-determined positive test by drug category.
- (7) The action taken with regard to each individual who receives a Medical Review Officer-determined positive test (e.g. referral to employee assistance services, termination, removal from a testing designated position).
- (8) Education and training conducted during the reporting period for supervisors/managers and employees, including number trained.

Contractor must conduct applicant and random drug testing on any position that requires a security clearance. The random testing shall be at a rate equal to 30 percent of the total number of employees in testing designated positions for each 12 month period. Contractor must also notify these employees in advance informing them that they are now included in a random drug testing program.

H.919 DOE ACCESS BACKGROUND CHECK

Pursuant to Title 48 Part 970.2201-1-2, the Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant's or uncleared employee's background, and test the individual for illegal drugs, as part of its determination to select that individual for a position requiring a DOE access authorization." The required reviews must include the elements identified in 48 CFR 970.2201-1-2 (A). Each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR Part 707.4. The results of background reviews and drug tests must be provided to the DOE Security Office as specified at 48 CFR 970.2201-1-2 (v)(A).

H.920 STATEMENT OF MUTUAL COMMITMENT

The Government and Contractor recognize that reduction of cost and accelerated closure of this Task Order, in a safe and environmentally friendly manner, is a cooperative undertaking that requires both parties to seek innovative approaches to achieve the end objective. Streamlining process, eliminating non-value-added requirements, responsiveness, timeliness, cooperation, facilitation and effective communication are critical to achieving completion. Both parties agree through the term of this contract and Task Order to use their best efforts to (i) seek the reduction of non-value added requirements and processes that impede progress and (ii) to cooperate with the other party, and facilitate the other party's performance, of their respective obligations under the Contract and Task Order.

SECTION I
CONTRACT CLAUSES

INDEX

Section I of the ID/IQ Basic Contract is hereby incorporated by Reference. Cost Reimbursement with Appropriate Fee Arrangement Clauses are applicable to this Task Order.

CLAUSES INCORPORATED BY REFERENCE

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

FAR 52.204-7	CENTRAL CONTRACTOR REGISTRATION (JUL 2006)
FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006)
FAR 52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)
FAR 52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
FAR 52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
FAR 52.237-3	CONTINUITY OF SERVICES (JAN 1991)
DEAR 952.223-77	CONDITIONAL PAYMENT OF FEE OR PROFIT – PROTECTION OF WORKER SAFETY AND HEALTH (JAN 2004)
FAR 52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009) applicable to the Recovery Act work only
FAR 52.204.11	AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS (MAR 2009) applicable to the Recovery Act work only
FAR 52.215-2	AUDIT AND RECORDS – NEGOTIATION (JUN 1999) ALTERNATE 1 (MAR 2009) for the Recovery Act work only
FAR 52.243-6	CHANGE ORDER ACCOUNTING (APR 1984) applicable to the Recovery Act work only

FULL TEXT CLAUSES

I.1 FAR 52.234-4 EARNED VALUE MANAGEMENT SYSTEM (JUL 2006)

(a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

(b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall—

- (1) Apply the current system to the contract; and
- (2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Designated Contracting Officer.

(c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

(d) The Designated Contracting Officer may require an IBR at—

- (1) Exercise of significant options; or
- (2) Incorporation of major modifications.

(e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Contractor shall provide access to all pertinent records and data requested by the Designated Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.

(g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause:

Safety & Ecology
Washington Safety Management Solutions
Astrid Contract Technical Services
BWXT Services
CH2M Hill

I.2 FAR 52.237-1 SITE VISIT (APR 1984)

Contractors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

I.3 FAR 52.216-24 Limitation of Government Liability (APR 1984) (Line Item 1 – Base)

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$40,337,542.93.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$40,337,542.93.

FAR 52.216-24 Limitation of Government Liability (APR 1984) (Line Item 2 - ARRA)

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$44,800,000.00.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$44,800,000.00.

I.4 FAR 52.243.6 Change Order Accounting (APR 1984)

The Designated 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 Designated Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

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 LAWS AND REGULATIONS (LIST A)

ATTACHMENT B: LIST OF APPLICABLE DOE DIRECTIVES (LIST B)

ATTACHMENT C: DELIVERABLES

ATTACHMENT D: GFSI

**ATTACHMENT E: WAGE DETERMINATION NO.: 2005-2367, Rev. No. 7, Date of Rev.
11/02/2009 (SERVICE CONTRACT ACT)**

ATTACHMENT F: PERFORMANCE GUARANTEE

SECTION J – ATTACHMENT A

LIST OF APPLICABLE LAWS AND REGULATIONS (LIST A)

This list was prepared for the convenience of the Contractor. Omission of a Law or Regulation is not intended to imply that the law is not applicable to this contract.

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

10 CFR 820	Rules for Nuclear Activity
10 CFR 824	Security Enforcement
10 CFR 830	Nuclear Safety Management
10 CFR 835	Occupational Radiation Protection
10 CFR 851	Worker Safety and Health
10 CFR 708	DOE Contractor Employee Protection Program

SECTION J - ATTACHMENT B

LIST OF APPLICABLE DOE DIRECTIVES (LIST B)

The DOE directives listed in the table below contain requirements relevant to the scope of work under this task order. In most cases, the requirements applicable to the Contractor are contained in a Contractor Requirements Document (CRD) attached to the DOE directive. The Contractor is encouraged to continuously evaluate the work scope and task order requirements for opportunities to improve efficiency or creativity and propose alternative methods to those specified in the DOE directives to the DCO for review and possible modification of the contract. DOE has an extensive inventory of guides, standards, and manuals. It is intended for the Contractor to make use of these resources and incorporate them in to the Contractor's program, to comply with the requirements of this contract. DOE has listed for convenience several of the standards, guides, and handbooks the contract is expected to follow during the performance of this Task Order. The Contractor may identify that several more are needed to comply with the requirement of this Task Order. Use of alternate methods is encouraged to improve efficiency; however, use of alternate methods shall be brought to the attention of the DCOR for review, comment, and approval prior to use.

DOE Orders

DOE O 151.1C	Comprehensive Emergency Management System
DOE O 200.1	Information Management Program
DOE O 205.1A	Department of Energy Cyber Security Management Program
DOE O 210.2	Corporate Operating Experience Program
DOE O 221.1	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2	Cooperation with the Office Inspector General
DOE O 225.1A	Accident investigations
DOE O 226.1	Implementation of Department of Energy Oversight
DOE O 231.1A Change 1	Environment, Safety, and Health Reporting Requirements
DOE O 241.1A Change 1	Scientific and Technical Information Management

DOE O 243.1	Records Management Program
DOE O 243.2	Vital Records
DOE 413.1A	Management Control Program
DOE 413.3B	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1C	Quality Assurance
DOE O 420.1B	Facility Safety
DOE O 425.1B	Startup and Restart of Nuclear Facilities
DOE O 430.1A	Life Cycle Asset Management
DOE O 430.1B	Real Property Asset Management
DOE O 430.2A	Departmental Energy and Utilities Management
DOE O 433.1	Maintenance Management Program for DOE Nuclear Facilities
DOE O 435.1 Change 1	Radioactive Waste Management
DOE O 442.1A	Department of Energy Employee Concerns Program
DOE O 450.1 Change 3	Environmental Protection Program
DOE O 460.1B	Packaging and Transportation Safety
DOE O 460.2A	Departmental Materials Transportation and Packaging Management
DOE O 470.2B	Independent Oversight and Performance Assurance Program
DOE O 471.1A	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.3	Identifying and Protecting Official Use Only Information
DOE O 534.1B	Accounting

DOE O 580.1	Department of Energy Personal Property Management Program
DOE O 5400.5 Change 2	Radiation Protection of the Public and the Environment
DOE O 5480.19 Change 2	Conduct of Operations Requirements for DOE Facilities
DOE O 5480.20A Change 1	Personnel Selection, Qualification and Training Requirements for DOE Nuclear Facilities

DOE Standards

DOE-STD-1027-92 Chg 1	Hazard Categorization and Accident Analysis Techniques
DOE-STD-1030-96	Guide to Good Practices for Lockouts and Tagouts
DOE-STD-1088-95	Fire Protection for Relocatable Structures
DOE-STD-1090-04	Hoisting and Rigging
DOE-STD-1095-95	Department of Energy Laboratory Accreditation Program for Personnel Dosimetry Systems
DOE-STD-1098-99 Change 1	Radiological Control
DOE-STD-1104-96	Review and Approval of Nuclear Facility Safety Basis Documents (Documented Safety Analysis and Technical Safety Requirements)
DOE-STD-1107-97	Knowledge, Skills, and Abilities for key Radiation Protection Positions at DOE Facilities
DOE-STD-1111-98	Laboratory Accreditation Program Administration
DOE-STD-1112-98	Laboratory Accreditation program for Radiobioassay
DOE-STD-1120-2005	Integration of Environment, Safety, and Health into Facility Disposition Activities
DOE-STD-1121-98	Internal Dosimetry

DOE-STD-1190-2007	Illness and Injury Surveillance Program Guidelines
DOE-STD-3006-2000	Planning and Conduct of Operational Readiness Reviews
DOE-STD-3009-94 Change Notice 3	Preparation Guide for US Department of Energy Nonreactor Nuclear Facility Safety Analysis
DOE-STD-3020-2005	Specification for HEPA Filters used by DOE Contractors
DOE-STD-3022-98	DOE HEPA Filter Test Program
DOE-STD-3025-2007	Quality Assurance Inspection and Testing of HEPA Filters
DOE-STD-5506-2007	Preparation of Safety Basis Documents for Transuranic (TRU) Waste Facilities

DOE Manuals

DOE M 205.1-2	Clearing, Sanitization, and Destruction of Information System Storage Media, Memory Devices, and Related Hardware Manual
DOE M 205.1-4	National Security System Manual
DOE M 231.1-1A Change 1	Environment, Safety, and Health Reporting Manual
DOE M 413.3-1	Project Management for Acquisition of Capital Assets
DOE M 435.1-1	Radioactive Waste Management Manual
DOE M 450.4-1	Integrated Safety Management System
DOE M 460.2-1	Radioactive Material Transportation Practices
DOE M 470.4-4	Information Security

Handbooks

DOE/EH-0196	Fire Prevention Measures for Cutting, Welding, and Related Activities
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DOE/EH-0535	Handbook for Occupational Safety and Health During Hazardous Waste Activities
DOE-HDBK-1062-96	DOE Fire Protection Handbook
DOE-HDBK-1122-99	Radiological Control Technician Training
DOE-HDBK-1130-98	Radiological Worker Training
DOE-HDBK-1131-98	General Employee Radiological Training
DOE-HDBK-1141-2001	Radiological Assessor Training
DOE-HDBK-1169-2003	Nuclear Air Cleaning Handbook

Guides

DOE G 151.1-1	Emergency Management Series
DOE G 414.1-1A	Management Assessment and Independent Assessment Guide
DOE G 414.1-2A	Quality Assurance Management System Guide for use with 10 CFR 830.120 and DOE O 414.1
DOE G 414.1-5	Corrective Action Program Guide
DOE G 421.1-2	Implementation Guide for Use in Developing Documented Safety Analyses to Meet Subpart of 10 CFR 830
DOE G 423.1-1	Implementation Guide for Use in Developing Technical Safety Requirements
DOE G 424.1-1A	Implementation Guide for Use in Addressing Unreviewed Safety Question Requirements
DOE G 430.1-2	Implementation Guide for Surveillance and Maintenance During Facility Transition and Disposition
DOE G 430.1-3	Deactivation Implementation Guide
DOE G 430.1-4	Decommissioning Implementation Guide
DOE G 430.1-5	Transition Implementation Guide

DOE G 433.1	Nuclear Facilities Maintenance Management Program Guide
DOE G 435.1-1 Chapter 1	General Requirements and Responsibilities
DOE G 435.1-1 Chapter 2	High-Level Waste Requirements
DOE G 435.1-1 Chapter 3	Transuranic Waste Requirements
DOE G 435.1-1 Chapter 4	Low-Level Waste Requirements
DOE G 440.1-2	Construction Safety Management Guide for use with DOE O 440.1
DOE G 440.1-3	Implementation Guide for use with DOE O 440.1, Occupational Exposure Assessment
DOE G 440.1-4	Contractor Occupational Medical Program Guide for use with DOE O 440.1
DOE G 440.1-5	Implementation Guide for Fire Safety Program
DOE G 440.1-7A	Implementation Guide for Use with 10 CFR part 850, Chronic Beryllium Disease Prevention Program
DOE G 440.1-8	Implementation Guide for use with 10 CFR 851, Worker Safety and Health Program
DOE G 441.1-1B	Management and Administration of Radiation Protection Programs Guide for use with Title 10, Code of Federal Regulations, Part 835, Occupational Radiation Protection
DOE G 442.1-1	Department of Energy Employee Concerns Program Guide
DOE G 450.1-1A	Implementation Guide for Use with DOE O 450.1, Environmental protection Program
DOE G 450.1-5	Implementation Guide for Integrating Pollution Prevention into Environmental Management Systems
DOE G 450.3-3	Tailoring for Integrated Safety Management Applications

DOE G 450.4-1B	Integrated Safety Management System Guide for use with DOE P 450.4, Safety Management System, and Dear Safety Management System Contract Clauses (Volumes 1 and 2)
DOE G 460.1-1	Implementation Guide for use with DOE O 460.1A, Packaging and Transportation Safety
DOE G 460.2-1	Implementation Guide for use with DOE O 460.2, Departmental Materials Transportation and Packaging Management

DOE Notices

DOE N 206.4	Personal Identification Verification
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DOE Miscellaneous Applicable Regulations

36 CFR, Chapter 12, Subchapter B, "Records Management,"

44 U.S.C., Chapters 21, 29, 31, 33, and 35

E-Government Act of 2002 (P.L. 107-347, 44 U.S.C. Ch 36)

5 U.S.C. 552 et. Seq. Freedom of Information Act and Privacy Act of 1974

Multi-Agency Radiation Survey and Site Investigation Manual

DOE Environmental Cost Element Structure (ECES)

SECTION J - ATTACHMENT C

DELIVERABLES

	Deliverable/Milestone Description	SOW clause	Due Date	Information or Approval	Frequency	Source
1	Nuclear Facility hazard Categorization	C.2.1	Per DOE Approved Schedule	Approval	Preliminary and Final	DOE-STD-1027
2	Safety Basis	C.2.1	Per DOE Approved Schedule	Approval	Once	10 CFR 830
3	Unreviewed Safety Question Program	C.2.1	Per DOE Approved Schedule	Approval	Once	10 CFR 830
4	Decommissioning Plan	C.2.1 C.10.3	Per DOE Approved Schedule		Once	DOE O 430.1A, DOE G 430.1-2,3,4, and 5
5	Conduct of Operations Program	C.2.1 C.10.3	Per DOE Approved Schedule	Review and comment	Initially and as needed	DOE O 5480.19 Change 2,
6	Nuclear Facility Surveillance and Maintenance Plan	C.2.1	Per DOE Approved Schedule	Review and comment	Once	DOE O 430.1A, DOE G 430.1-2,3,4, and 5
7	Transition Plan	C.2.1	Per DOE Approved Schedule	Review and Comment	Once	DOE O 430.1A, DOE G 430.1-2,3,4, and 5
8	Operational Readiness Review /Readiness Assessment Report	C.2.1	Per DOE Approved Schedule	Approval	Once	DOE O 425.1B, DOE STD-3006-2000
9	Final Status Survey and Confirmation Sampling and Analysis Plan	C.2.1	Per DOE Approved Schedule	Review and Comment	Once	MARSSIM
10	Quality Assurance Plan for Confirmation Sampling	C.2.1	Per DOE Approved Schedule	Review and Comment	Once	MARSSIM

	Deliverable/Milestone Description	SOW clause	Due Date	Information or Approval	Frequency	Source
11	RCRA ICM Workplan Building H2, former H1 Cooling Tower.	C.2.1	90 calendardays or more prior to start of sampling	DOE review and Comment NYSDEC Approval	Once	Regulatory Permit and NYSDEC regulations
12	RCRA Quality Assurance Plan	C.2.1	90 calendardays or more prior to the start of sampling	DOE review and Comment NYSDEC Approval	Once	Regulatory Permit and NYSDEC regulations and Permit (Chemicals)
13	RCRA Health and Safety Plan	C.2.1	90 calendar days or more prior to the start of sampling	NYSDEC Information	Once	Regulatory Permit and NYSDEC regulations and Permit (Chemicals)
14	Demolition Complete Report	C.2.1	Per Section C.2.1 timeline (30-20-10 day cycle) 3/30/2012	Review and Comment	Once	
15	Demobilization Plan	C.2.1	18 months after task award	Approval	Once	Local requirement and DOE Orders, manuals, guides for records management
16	Drawings & Sketches Bldg. G1 North Wall Restoration	C.2.2	1/31/2012	Review and Comment	Once	NFPA, NEC, Building Codes
17	Documentation of Visual Inspections in E1 and G1 Tunnels	C.2.4	Per DOE Approved Schedule	Review and Comment	Once	KAPL RCRA Permit Requirements
18	Land Transfer Form	C.3	6/30/2012	Information-mods approval -original	As needed	Local Requirement

	Deliverable/Milestone Description	SOW clause	Due Date	Information or Approval	Frequency	Source
19	Laboratory Certifications	C.3.3	Twenty workdays prior to sampling events	DOE Information and NYSDEC information	As needed	NYCRR series and RCRA permit pending
20	Appointment Letter and Qualifications of person(s) designated to sign shipping papers/manifest/ waste generator disposal certifications	C.4	30 days prior to signing on behalf of DOE	Information	As needed	49 CFR 172.204, 40 CFR series, NYCRR series, Applicable waste disposal site requirements.
21	Deliberately Blank					
22	Approval of Shipments	C.4	Ten workdays days prior to shipment	Approval	As needed	DOE memoranda September 11, 2006 and November 29, 2006
23	Meeting Minutes for Regulatory Meeting and Town Supervisor	C.5 and C.6	As needed	Review and comment	As needed	Contractor practices
24	Presentation Material for NYSDEC and Town Supervisor	C.6	As needed	Review and comment	As needed	Contractor practices
25	Memorandum of Conference Call NYSDEC and Town Supervisor and Request from Public	C.6	As needed	Review and comment	As needed	Contractor practices
26a	RCRA Interim Corrective Measures Report	C.8	4/30/2012	Approval	Once	SPRU Project permit (pending), NYCRR series

	Deliverable/Milestone Description	SOW clause	Due Date	Information or Approval	Frequency	Source
26b	RCRA Tank Vault Corrective Action Report		5/30/2012	DOE Review and comment and NYSDEC approval		
27	Radiological Cleanup Report	C.8	4/30/2012	Approval	Once	MARRSIM
28	Declaration of Physical Completion	E.2	12/31/2011	Approval	Once	See E.2
29	Project Plans Critical Decision 2/3 Submittal	H.900	Within 60 days of contract award	approval	Once	DOE 413.3A and DOE M 413.3-1
30	Project Plans Critical Decision 4 Submittal	H.900	3/30/2012	Approval	Once	DOE 413.3A and DOE M 413.3-1
31	Monthly Reports	H.900	Tenth calendar of each month	Information	Monthly	See H.900
32	Property Control System	H.902	Per DOE approved Schedule	Approval	Once	DEAR 952.245-5
33	Interface Plan	H.903	Per DOE Approved Schedule	Information	Once	Local requirement
34	Contractor Assurance System	H.904	Per DOE Approved Schedule	Approval	Once	10 CFR 830.120 DOE Order 414.1C, DOE O 226.1
35	Quality Assurance Program	H.905	Per DOE Approved Schedule	Approval	Once	10 CFR 830.120 DOE Order 414.1C
36	Safety Management System Description	H.906	Within 30 Calendar Days of Task award	Approval	Once	DOE M 450.4-1 and associated guides
37	Material Data Safety Sheets	H.906	As required	Information	As needed	WSHP and 29 CFR 1910 and 1926

	Deliverable/Milestone Description	SOW clause	Due Date	Information or Approval	Frequency	Source
38	Job Hazard Analysis	H.906	Eight work days prior to use (DOE review 4 work days, URS comment incorporation 3 workdays, DOE release COB next workday from receipt of revised document.)	Review and Comment prior to Readiness Evaluation/ Primarily Information post Readiness Evaluation	As needed	10 CFR 851, 29 CFR 1910 & 1926
39	Policy for Training Infrequent Site Visitors	H.906	Per DOE Approved Schedule	Review and comment	Once	RPP and WSHP
40	Environmental Protection Program	H.906	Per DOE Approved Schedule	Review and Comment	Once	DOE O 450.1 (including changes)
41	Emergency Preparedness Plan	H.906	Per DOE Approved Schedule	Approval	Once	Local requirements and 29 CFR 1910.120, and specifically up to 1910.120.(q)(6)iii for Hazardous Material Technician for response team capability.
42	Erosion & Sediment Control (MS4 Permit) and Storm Water Pollution Prevention Plan	H.906	Per DOE Approved Schedule	DOE Review and Comments, regulatory approval		NYSDEC requirements

	Deliverable/Milestone Description	SOW clause	Due Date	Information or Approval	Frequency	Source
43	Job Specific Health & Safety Plans	H.906	As needed	Information	Upon request	10 CFR 851, 29 CFR 1910 & 1926
44	Worker Safety and Health Program	H.906	See H.906	Approval	Once	10 CFR 851
45	Project Security Plan	H.907	Per DOE Approved Schedule	Approval	Once	Local Requirement
46	DOELAP Certified Dosimetry Program	H.908	Per DOE Approved Schedule	Approval	If required	10 CFR 835
47	Radiological Protection Program	H.908 C.10.3	See H.908	Approval	Initially and as needed	10 CFR Part 835
48	Price Anderson Act Program	H.908	Per DOE Approved Schedule	Approval	Once	10 CFR Part 835
49	Waste Management Plan	C.4	Per DOE Approved Schedule	Approval	Once	DOE O 435.1
50	Waste Characterization information		Not applicable	information	Upon request	DOE 435.1, 40 CFR series, Disposal facility requirement.
51	Call List		As needed	Information	As needed	Emergency Preparedness Plan, Security Plan, Continuity of Operations

	Deliverable/Milestone Description	SOW clause	Due Date	Information or Approval	Frequency	Source
52	Site Operations Procedures		Eight work days prior to use (DOE review 4 work days, URS comment incorporation 3 workdays, DOE release COB next workday from receipt of revised document.)	Review and Comment prior to Readiness Evaluation/ Primarily Information post Readiness Evaluation	As needed	10 CFR 851, 29 CFR 1910 & 1926
53	Work Packages		Eight work days prior to use (DOE review 4 work days, URS comment incorporation 3 workdays, DOE release COB next workday from receipt of revised document.)	Review and Comment prior to Readiness Evaluation/ Primarily Information post Readiness Evaluation	As needed	Radiological Protections Plan, Worker Safety and Health Plan, Contractor requirements

	Deliverable/Milestone Description	SOW clause	Due Date	Information or Approval	Frequency	Source
54	Radiological Work Permits		Eight work days prior to use (DOE review 4 work days, URS comment incorporation 3 workdays, DOE release COB next workday from receipt of revised document.)	Review and Comment prior to Readiness Evaluation/ Primarily Information post Readiness Evaluation	As needed	Radiological Protections Plan, Contractor requirements
55	Local Permits		Eight work days prior to use (DOE review 4 work days, URS comment incorporation 3 workdays, DOE release COB next workday from receipt of revised document.)	Review and Comment prior to Readiness Evaluation/ Primarily Information post Readiness Evaluation	As needed	10 CFR 851, 29 CFR 1910 & 1926
56	Waste Shipment Forecasts		As needed	Information	Upon request	
57	Waste Shipment Manifests		Day of shipment	Information	As needed	49 CFR (DOT), 40 CFR Series

	Deliverable/Milestone Description	SOW clause	Due Date	Information or Approval	Frequency	Source
58	Plan for Continuity of Operations		Prior to start of field work	Review and comment	Once	Use DOE Notices and Orders available online as guide for preparing contractor plan.
59	Maintenance implementation Plan (if required)	C.2.1	Per schedule	Approval	Once	DOE O 433.1
60	Maintenance Implementation Plan (if required)	C.2.1	Per schedule	Approval	Once	DOE O 433.1
61	Waste Characterization Plan	C.4 C.10.3	Per schedule	Review and comment	As needed	Local requirement
62	Waste Incidental to Reprocessing	C.4	Per schedule	Approval	As needed	DOE O 435
63	Chronic Beryllium Disease Prevention Program	H.906	Per schedule	Approval	Once	10 CFR 851
64	Implementing Procedures for the Chronic Beryllium Disease prevention Program	H.906	Per schedule	Review and Comment	Once	Procedures to be provided at time of program submittal
65	Sampling and Characterization Plan	H.906 C.10.3	Per schedule	Information	As developed for each area being characterized	Two weeks prior to the start of sampling events
66	Recovery Act ARRA Reporting Requirements	H.917	Monthly	Information	Monthly	Recovery Act Requirement
67	Recovery Act Work Plan	H.917	30 days after execution of Mod 019	Approval	Once	Recovery Act Requirement

	Deliverable/Milestone Description	SOW clause	Due Date	Information or Approval	Frequency	Source
68	Preliminary Baseline	H.917	July 31, 2009	Information	Once	DOE 413.3A and DOE M 413.3-1
69	Remaining Work (Base) Performance Baseline	H.917, H.900	8/31/09	Approval	Once	DOE 413.3A and DOE M 413.3-1
70	Recovery Act Performance Baseline	H.917, H.900	8/31/09	Approval	Once	DOE 413.3A and DOE M 413.3-1
71	Demolition Complete Report for ARRA funded effort	C.2.1	Per Section C.2.1 timeline (30-20-10 day cycle) 3/30/2012	Review and Comment	Once	
72	Weekly Report	C.7	Weekly	Information	Weekly	
73	Weekly Minutes	C.7	Weekly	DCOR review and comment	Weekly	
74	Declaration of Physical Completion of ARRA work	E.2	12/31/2011	Approval	Once	See E.2
75	Monthly Report for ARRA effort	H.900	Per agreement of DCOR	Information	Monthly	H.900
76	Workplace Substance Abuse Program	H.918	Annual	Information	Annual	10 CFR 707, Subpart B Procedures, para (f) and (h)
77	RCRA Workplan Tank Vaults.	C.2.1	120 calendar days or more prior to start of sampling	DOE review and Comment NYSDEC Approval	Once	Regulatory Permit and NYSDEC regulations

	Deliverable/Milestone Description	SOW clause	Due Date	Information or Approval	Frequency	Source
78	Revised Erosion and Sediment Control and Storm Water Pollution Prevention Plan to allow for new tent storm water collection.		30 days or more prior to installing new enclosure (DOE/NYSDEC approval in 30 calendar days.)	DOE review and Comment NYSDEC Approval	Once	New Consent Order from NYSDEC dated January 2011
79	NESHAPS Evaluations Submittal(s) to EPA for soil removal operations. The Potential to Emit, and Proposed Air Monitoring Program. (Applies when MEOSI is greater than or equal to 0.1 mR)	C.5 C.10	150 calendar days or more prior to soil removal operations	DOE review and comment EPA approval	As needed	40 CFR Part 61
80	NESHAPS Potential to Emit Evaluations for operations not otherwise specified.	C.5 C.10.2	30 calendar days prior to use	DOE review and comment	As needed	40 CFR Part 61
81	Annual NESHAPS report	C.5	45 calendar days prior to due date	DOE Review and Comment, and submittal to EPA	yearly	40 CFR Part 61
82	NESHAPS Demolition/Asbestos Notifications	C.5	21 calendar days prior to work	DOE Review and Comment, and submittal to EPA/NYSDEC	Initial Job notification and updates as required	EPA/NYS regulations
83	H2 Tent Enclosure Design	C.10	7 calendar days	DOE Review and Acceptance	Once	

	Deliverable/Milestone Description	SOW clause	Due Date	Information or Approval	Frequency	Source
84	G2 Enclosure Design	C.10	14 calendar days	DOE Review and Acceptance	Once	
85	Technical Basis for Demolition – RC302, SPRU DP Facility- Conditions for Demolition Technical Basis Document	C.10.3d	90 days prior to demolition; 30-10-5 review cycle	DOE Review and Comment	Once	
86	ALARA Evaluations	C.10	As produced	Information	As needed	10 CFR 835
87	RCRA Characterization Workplan for the H1 Cooling Tower	C.3.3	90 calendar days or more prior to start of sampling	DOE review and Comment NYSDEC Approval	Once	Regulatory Permit and NYSDEC regulations
88	RCRA Characterization Report for the H1 Cooling Tower.	C.3.3	120 calendar days after the completion of sampling	DOE review and Comment NYSDEC Approval	Once	Regulatory Permit and NYSDEC regulations

**SECTION J – ATTACHMENT D
 GFS/I**

Property Control No.	Old#	Asset Type	Description	Manufacturer	Model	Quantity	Location	Comments
TBD	--	Equipment	SPRU Trailer SP-10	--	--	1	--	Located in G2 Area

TABLE H.902

Item	Description	GFS/I
1	If leakage of Water into H2, tunnels, and G2 significantly increases amount of water to be treated, including additional water in excavation to treat/dispose	A.) DOE will pursue the authorized release of treated water to off-site disposal. B.) DOE will use best efforts to pursue submission of a modified permit application to add treatment of VOCs and to release treated water to the KAPL site out-fall.
2	Shipments limited to Monday-Fri, 7:30-4:30	DOE will provide site access for up to 20 incoming and 20 outgoing intermodal containers per day. DOE will provide a staging area for up to 60 intermodal containers. Any cost for preparation of the staging area will be project cost under the terms of the task order.
3	Revision of Intermodal shipping container decontamination limits for container reuse	DOE will use best efforts to determine if the allowable contamination limits on the interior of the intermodal containers can be increased.
4	Current Contract E1/G1 Decontamination Limits may be too costly to achieve	DOE will use best efforts to pursue landlord concurrence on acceptable decontamination methodologies such as no more that ¼ inch of scabbling on floors, and non-invasive techniques such as strippable coatings on walls and ceilings.
5	Consumable supplies, tools, and conex boxes located behind F buildings.	DOE will provide for URS use the available supplies, tools, and conex boxes, in an as is condition, located behind F-Building. Once expended, these items will not be replenished.
6	Dosimetry Inter-entity Work Order	DOE will provide continuity of dosimetry services from another DOE site.

SECTION J-ATTACHMENT E

**WAGE DETERMINATION NO: 2005-2367 (7)
 (SERVICE CONTRACT ACT) 11/10/2009**

WD 05-2367 (Rev.-7) was first posted on www.wdol.gov on 11/10/2009

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
 Director Wage Determinations

Wage Determination No.: 2005-2367
 Revision No.: 7
 Date Of Revision: 11/02/2009

State: New York

Area: New York Counties of Albany, Columbia, Fulton, Greene, Montgomery,
 Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.55
01012 - Accounting Clerk II		14.08
01013 - Accounting Clerk III		16.02
01020 - Administrative Assistant		18.72
01040 - Court Reporter		24.28
01051 - Data Entry Operator I		12.41
01052 - Data Entry Operator II		14.43
01060 - Dispatcher, Motor Vehicle		15.51
01070 - Document Preparation Clerk		13.37
01090 - Duplicating Machine Operator		13.37
01111 - General Clerk I		11.77
01112 - General Clerk II		13.11
01113 - General Clerk III		14.57
01120 - Housing Referral Assistant		17.21
01141 - Messenger Courier		11.61
01191 - Order Clerk I		12.55
01192 - Order Clerk II		13.83
01261 - Personnel Assistant (Employment) I		14.63
01262 - Personnel Assistant (Employment) II		16.36
01263 - Personnel Assistant (Employment) III		18.24
01270 - Production Control Clerk		19.55
01280 - Receptionist		11.14
01290 - Rental Clerk		13.44
01300 - Scheduler, Maintenance		13.80
01311 - Secretary I		13.80
01312 - Secretary II		15.43
01313 - Secretary III		17.21
01320 - Service Order Dispatcher		13.57

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01410 - Supply Technician	18.72
01420 - Survey Worker	14.35
01531 - Travel Clerk I	11.19
01532 - Travel Clerk II	12.07
01533 - Travel Clerk III	12.96
01611 - Word Processor I	13.26
01612 - Word Processor II	14.90
01613 - Word Processor III	16.66
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.34
05010 - Automotive Electrician	17.60
05040 - Automotive Glass Installer	16.87
05070 - Automotive Worker	16.87
05110 - Mobile Equipment Servicer	15.41
05130 - Motor Equipment Metal Mechanic	18.34
05160 - Motor Equipment Metal Worker	16.87
05190 - Motor Vehicle Mechanic	19.75
05220 - Motor Vehicle Mechanic Helper	14.49
05250 - Motor Vehicle Upholstery Worker	16.14
05280 - Motor Vehicle Wrecker	16.87
05310 - Painter, Automotive	18.03
05340 - Radiator Repair Specialist	16.87
05370 - Tire Repairer	14.61
05400 - Transmission Repair Specialist	18.34
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.48
07041 - Cook I	11.68
07042 - Cook II	12.78
07070 - Dishwasher	8.32
07130 - Food Service Worker	8.97
07210 - Meat Cutter	13.88
07260 - Waiter/Waitress	8.40
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.96
09040 - Furniture Handler	13.16
09080 - Furniture Refinisher	19.30
09090 - Furniture Refinisher Helper	15.64
09110 - Furniture Repairer, Minor	17.77
09130 - Upholsterer	19.11
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.46
11060 - Elevator Operator	10.46
11090 - Gardener	14.98
11122 - Housekeeping Aide	11.34
11150 - Janitor	11.34
11210 - Laborer, Grounds Maintenance	11.55
11240 - Maid or Houseman	9.31
11260 - Pruner	11.40
11270 - Tractor Operator	13.83
11330 - Trail Maintenance Worker	11.55
11360 - Window Cleaner	11.59
12000 - Health Occupations	
12010 - Ambulance Driver	15.26
12011 - Breath Alcohol Technician	16.71
12012 - Certified Occupational Therapist Assistant	18.98

12015 - Certified Physical Therapist Assistant	20.22
12020 - Dental Assistant	15.73
12025 - Dental Hygienist	29.36
12030 - EKG Technician	21.00
12035 - Electroneurodiagnostic Technologist	22.67
12040 - Emergency Medical Technician	15.26
12071 - Licensed Practical Nurse I	14.94
12072 - Licensed Practical Nurse II	16.71
12073 - Licensed Practical Nurse III	18.65
12100 - Medical Assistant	13.08
12130 - Medical Laboratory Technician	17.65
12160 - Medical Record Clerk	13.60
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	14.72
12210 - Nuclear Medicine Technologist	30.58
12221 - Nursing Assistant I	9.81
12222 - Nursing Assistant II	11.01
12223 - Nursing Assistant III	12.03
12224 - Nursing Assistant IV	13.50
12235 - Optical Dispenser	17.91
12236 - Optical Technician	16.01
12250 - Pharmacy Technician	12.76
12280 - Phlebotomist	13.50
12305 - Radiologic Technologist	23.16
12311 - Registered Nurse I	21.14
12312 - Registered Nurse II	25.88
12313 - Registered Nurse II, Specialist	25.88
12314 - Registered Nurse III	31.29
12315 - Registered Nurse III, Anesthetist	31.29
12316 - Registered Nurse IV	37.53
12317 - Scheduler (Drug and Alcohol Testing)	20.70
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.82
13012 - Exhibits Specialist II	23.19
13013 - Exhibits Specialist III	28.36
13041 - Illustrator I	21.59
13042 - Illustrator II	26.76
13043 - Illustrator III	33.49
13047 - Librarian	29.12
13050 - Library Aide/Clerk	12.75
13054 - Library Information Technology Systems Administrator	23.85
13058 - Library Technician	15.27
13061 - Media Specialist I	17.67
13062 - Media Specialist II	19.76
13063 - Media Specialist III	22.03
13071 - Photographer I	15.89
13072 - Photographer II	20.38
13073 - Photographer III	25.24
13074 - Photographer IV	31.60
13075 - Photographer V	36.65
13110 - Video Teleconference Technician	18.97
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.64
14042 - Computer Operator II	17.49

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14043 - Computer Operator III	20.68
14044 - Computer Operator IV	22.89
14045 - Computer Operator V	25.40
14071 - Computer Programmer I	(see 1) 19.79
14072 - Computer Programmer II	(see 1) 24.29
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.64
14160 - Personal Computer Support Technician	22.89
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.36
15020 - Aircrew Training Devices Instructor (Rated)	33.42
15030 - Air Crew Training Devices Instructor (Pilot)	39.04
15050 - Computer Based Training Specialist / Instructor	28.50
15060 - Educational Technologist	26.69
15070 - Flight Instructor (Pilot)	39.04
15080 - Graphic Artist	19.60
15090 - Technical Instructor	18.44
15095 - Technical Instructor/Course Developer	22.57
15110 - Test Proctor	14.87
15120 - Tutor	14.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.54
16030 - Counter Attendant	8.54
16040 - Dry Cleaner	9.91
16070 - Finisher, Flatwork, Machine	8.54
16090 - Presser, Hand	8.54
16110 - Presser, Machine, Drycleaning	8.54
16130 - Presser, Machine, Shirts	8.54
16160 - Presser, Machine, Wearing Apparel, Laundry	8.54
16190 - Sewing Machine Operator	10.50
16220 - Tailor	11.09
16250 - Washer, Machine	8.96
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.96
19040 - Tool And Die Maker	22.69
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.13
21030 - Material Coordinator	19.55
21040 - Material Expediter	19.55
21050 - Material Handling Laborer	14.63
21071 - Order Filler	12.39
21080 - Production Line Worker (Food Processing)	15.31
21110 - Shipping Packer	14.27
21130 - Shipping/Receiving Clerk	14.27
21140 - Store Worker I	11.67
21150 - Stock Clerk	16.23
21210 - Tools And Parts Attendant	15.13
21410 - Warehouse Specialist	15.13
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.75
23021 - Aircraft Mechanic I	23.91

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23022 - Aircraft Mechanic II	24.75
23023 - Aircraft Mechanic III	25.69
23040 - Aircraft Mechanic Helper	18.61
23050 - Aircraft, Painter	22.77
23060 - Aircraft Servicer	21.16
23080 - Aircraft Worker	22.06
23110 - Appliance Mechanic	17.96
23120 - Bicycle Repairer	15.21
23125 - Cable Splicer	27.57
23130 - Carpenter, Maintenance	17.65
23140 - Carpet Layer	20.13
23160 - Electrician, Maintenance	23.15
23181 - Electronics Technician Maintenance I	20.87
23182 - Electronics Technician Maintenance II	22.22
23183 - Electronics Technician Maintenance III	23.34
23260 - Fabric Worker	18.96
23290 - Fire Alarm System Mechanic	20.17
23310 - Fire Extinguisher Repairer	17.58
23311 - Fuel Distribution System Mechanic	27.70
23312 - Fuel Distribution System Operator	23.63
23370 - General Maintenance Worker	17.19
23380 - Ground Support Equipment Mechanic	23.91
23381 - Ground Support Equipment Servicer	21.16
23382 - Ground Support Equipment Worker	22.06
23391 - Gunsmith I	17.66
23392 - Gunsmith II	20.23
23393 - Gunsmith III	22.21
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.71
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.36
23430 - Heavy Equipment Mechanic	20.53
23440 - Heavy Equipment Operator	22.51
23460 - Instrument Mechanic	27.04
23465 - Laboratory/Shelter Mechanic	21.33
23470 - Laborer	11.87
23510 - Locksmith	19.98
23530 - Machinery Maintenance Mechanic	24.92
23550 - Machinist, Maintenance	18.58
23580 - Maintenance Trades Helper	14.22
23591 - Metrology Technician I	27.04
23592 - Metrology Technician II	27.96
23593 - Metrology Technician III	29.04
23640 - Millwright	26.51
23710 - Office Appliance Repairer	19.37
23760 - Painter, Maintenance	17.96
23790 - Pipefitter, Maintenance	24.04
23810 - Plumber, Maintenance	20.24
23820 - Pneudraulic Systems Mechanic	22.21
23850 - Rigger	22.21
23870 - Scale Mechanic	20.13
23890 - Sheet-Metal Worker, Maintenance	21.59
23910 - Small Engine Mechanic	17.24
23931 - Telecommunications Mechanic I	26.90
23932 - Telecommunications Mechanic II	27.85

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23950 - Telephone Lineman	26.90
23960 - Welder, Combination, Maintenance	18.70
23965 - Well Driller	20.69
23970 - Woodcraft Worker	22.21
23980 - Woodworker	15.74
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	9.60
24620 - Family Readiness And Support Services Coordinator	12.99
24630 - Homemaker	15.05
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.11
25040 - Sewage Plant Operator	18.23
25070 - Stationary Engineer	24.11
25190 - Ventilation Equipment Tender	16.73
25210 - Water Treatment Plant Operator	18.23
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.79
27007 - Baggage Inspector	12.63
27008 - Corrections Officer	22.09
27010 - Court Security Officer	20.26
27030 - Detection Dog Handler	18.45
27040 - Detention Officer	22.09
27070 - Firefighter	19.72
27101 - Guard I	12.63
27102 - Guard II	16.99
27131 - Police Officer I	22.20
27132 - Police Officer II	24.66
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.82
28042 - Carnival Equipment Repairer	12.80
28043 - Carnival Equipment Worker	8.92
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	12.99
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	16.24
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.09
29020 - Hatch Tender	22.09
29030 - Line Handler	22.09
29041 - Stevedore I	21.19
29042 - Stevedore II	24.04
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.24
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	26.68
30021 - Archeological Technician I	15.74
30022 - Archeological Technician II	17.61
30023 - Archeological Technician III	21.81
30030 - Cartographic Technician	21.81

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30040 - Civil Engineering Technician	23.09
30061 - Drafter/CAD Operator I	15.74
30062 - Drafter/CAD Operator II	17.61
30063 - Drafter/CAD Operator III	19.65
30064 - Drafter/CAD Operator IV	24.17
30081 - Engineering Technician I	15.32
30082 - Engineering Technician II	17.20
30083 - Engineering Technician III	19.26
30084 - Engineering Technician IV	23.86
30085 - Engineering Technician V	29.18
30086 - Engineering Technician VI	35.31
30090 - Environmental Technician	19.02
30210 - Laboratory Technician	20.77
30240 - Mathematical Technician	21.81
30361 - Paralegal/Legal Assistant I	16.72
30362 - Paralegal/Legal Assistant II	19.83
30363 - Paralegal/Legal Assistant III	23.43
30364 - Paralegal/Legal Assistant IV	29.35
30390 - Photo-Optics Technician	21.81
30461 - Technical Writer I	21.46
30462 - Technical Writer II	26.24
30463 - Technical Writer III	30.21
30491 - Unexploded Ordnance (UXO) Technician I	22.34
30492 - Unexploded Ordnance (UXO) Technician II	27.03
30493 - Unexploded Ordnance (UXO) Technician III	32.40
30494 - Unexploded (UXO) Safety Escort	22.34
30495 - Unexploded (UXO) Sweep Personnel	22.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs	19.65
	(see 2)
30621 - Weather Observer, Senior	21.81
	(see 2)
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.56
31030 - Bus Driver	18.39
31043 - Driver Courier	12.61
31260 - Parking and Lot Attendant	9.87
31290 - Shuttle Bus Driver	13.33
31310 - Taxi Driver	10.47
31361 - Truckdriver, Light	13.33
31362 - Truckdriver, Medium	15.55
31363 - Truckdriver, Heavy	17.32
31364 - Truckdriver, Tractor-Trailer	17.32
99000 - Miscellaneous Occupations	
99030 - Cashier	8.51
99050 - Desk Clerk	9.80
99095 - Embalmer	21.52
99251 - Laboratory Animal Caretaker I	10.91
99252 - Laboratory Animal Caretaker II	11.85
99310 - Mortician	31.14
99410 - Pest Controller	16.25
99510 - Photofinishing Worker	13.41
99710 - Recycling Laborer	15.00
99711 - Recycling Specialist	17.70
99730 - Refuse Collector	13.46
99810 - Sales Clerk	11.19
99820 - School Crossing Guard	10.89

99830 - Survey Party Chief	21.35
99831 - Surveying Aide	12.73
99832 - Surveying Technician	19.42
99840 - Vending Machine Attendant	12.25
99841 - Vending Machine Repairer	14.51
99842 - Vending Machine Repairer Helper	12.25

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 25 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

SECTION J – ATTACHMENT F
PERFORMANCE GUARANTEE AGREEMENT

SECTION J
ATTACHMENT
PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Modification Number M035 of Contract No. DE-AM09-05SR22414/Task Order DE-AT30-08CC60014/SP16 for the Separations Process Research Unit ("SPRU") (collectively referred to as the "Contract"), dated December 13, 2007, by and between the Government and URS Energy & Construction, Inc (formerly known as Washington Group International) (Contractor), the undersigned, URS E&C Holdings, Inc. (Guarantor), a corporation incorporated in the State of Delaware with its principal place of business at 7800 E. Union Ave, Ste 100, Denver, CO, as parent company of Contractor, hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, acquisition or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the ~~assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.~~

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, acquisition or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt entity.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

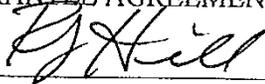
Interpretation of this Performance Guarantee Agreement shall be in accordance with Federal law.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on 2-4-11.

NAME OF CORPORATION

URS E&C Holdings, Inc.

NAME AND POSITION OF OFFICIAL
EXECUTING PERFORMANCE
GUARANTEE AGREEMENT ON BEHALF OF GUARANTOR



Randolph J. Hill
Vice President

ATTESTATION INCLUDING APPLICATION
OF SEAL BY AN OFFICIAL OF
GUARANTOR AUTHORIZED TO AFFIX
CORPORATE SEAL

I certify that I am the Secretary of the URS E&C Holdings, Inc. named as Guarantor herein; that the officer who signed the Performance Guarantee Agreement on behalf of the Guarantor was then Vice President of said corporation; and that said officer was acting within the scope of his corporate powers:

By: 

Date: 2/4/11

*Note: This document will become part of the contract as a Section J Attachment