

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)	RATING N/A	PAGE OF 1	PAGES 595
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2. CONTRACT NO. DEAC3010CC40017	3. DRAFT SOLICITATION NO. DE-RP30-09CC40017	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> (RFP)	5. DATE ISSUED 6/24/09	6. REQUISITION PURCHASE NO. N/A
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7. ISSUED BY U.S. Department of Energy/EMCBC 250 East Fifth Street, Suite 500 Cincinnati, OH 45202	8. ADDRESS OFFER TO (If other than Item 7) U.S. Department of Energy/EMCBC 175 Tri County Parkway Basement, Suite D-1 Springdale, OH 45246
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

SOLICITATION

9. Sealed offers in original and (See Table L-2) * copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _until 4:30 PM (hour) local time September 22, 2009 (date).

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

10. FOR INFORMATION CALL	A. NAME Kimberly Tate	B. TELEPHONE NO. (NO COLLECT CALLS) (513) 246-0066	C. E-Mail Address: Kimberly.tate@emcbc.doe.gov
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OFFER (Must be fully completed by Offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 300 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers s pecified above, to furnish any or all items upon w hich prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT N/A	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	A001	07/28/2009	A0000003	09/16/2009
	A0000002	08/19/2009	A0000004	10/07/2009

15A. NAME AND ADDRESS OF OFFEROR Fluor-B&W Portsmouth LLC 1862 Shyville Rd, Suite 216 Piketon, OH 45661 DUNS # of Offeror: 830075904	15B. CODE 5SMD3	15C. FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Woodrow (Jamie) Jameson President and CEO
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15B. TELEPHONE NO. (864) 444-8230	15C. <input type="checkbox"/> CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE 	18. OFFER DATE Nov 11, 2009
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$1,113,843,389	21. ACCOUNTING AND APPROPRIATION 03000 2010 33 490811 6100000 25200 1110444
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 235(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) N/A
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24. ADMINISTERED BY (If other than Item 7) U.S. DOE Portsmouth Paducah Proj Lexington, KY	25. PAYMENT WILL BE MADE BY U.S. DOE Oak Ridge Operations Office
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26. NAME OF CONTRACTING OFFICER (Type or print) Kimberly A. Tate	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE 8/16/10
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IMPORTANT - Award will be made on this Form or on Standard Form 26 or by other authorized official written notice.

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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B.1 TYPE OF CONTRACT AND SERVICES BEING ACQUIRED

This is a performance-based cost-plus-award-fee contract for the Portsmouth Decontamination and Decommissioning (D&D) Project at the Portsmouth Gaseous Diffusion Plant near Piketon, Ohio. This contract will support DOE in transitioning from Cold Shutdown (CSD) to the D&D project and complete D&D of the excess Gaseous Diffusion Plant (GDP) facilities. The contractor has the responsibility for determining the specific methods and approaches for accomplishing the identified work. This contract applies performance-based contracting approaches and expects the contractor to implement techniques that emphasize safe, efficient, and measurable results.

The contractor shall, in accordance with the terms of this contract, provide the personnel, materials, supplies, and services and do all things necessary for, or incident to, providing its best efforts to perform all requirements of this contract.

B.2 ESTIMATED COST, BASE FEE, AND AWARD FEE - BASE PERIOD

CLIN 0001 – Contract Transition Period – See Section C, Performance Work Statement (PWS) C.2.1. The contract transition period is anticipated to be a ninety (90) day period of time.

Estimated Cost	<u>\$ 3,919,701</u>
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No fee is payable for the contract transition period.

CLIN 0002 – Base Period - See Section C, Performance Work Statement (except for PWS C.2.1, C.2.5.4.2, and C.2.5.4.3). The base period is the five (5) year performance period.

Estimated Cost	<u>\$ 1,039,124,051</u>
Base Fee (Max. 4%)	<u>\$ 6,391,072</u>
Total Available Award Fee	<u>\$ 64,408,565</u>
Total Price	<u>\$ 1,109,923,688</u>

The cumulative maximum fee (base and award) shall not exceed 10% of the estimated cost.

B.3 ESTIMATED COST, BASE FEE, AND AWARD FEE - OPTION PERIOD

CLIN 0003 – Option Period - See Section C, Performance Work Statement (except for PWS C.2.1, C.2.5.4.2, and C.2.5.4.3). The option period of performance is five (5) years from the end of the base period of performance (CLIN 0002).

Estimated Cost	<u>\$ 676,563,734</u>
Base Fee (Max. 4%)	<u>\$ 5,478,729</u>
Total Available Award Fee	<u>\$ 36,230,398</u>
Total Price	<u>\$ 718,272,861</u>

The total cumulative maximum fee (base and award) shall not exceed 10% of the estimated cost.

B.4 OPTIONS FOR OSWDF

CLIN 0004 – Option for On-Site Waste Disposal Facility (OSWDF) - See Section C, Performance Work Statement C.2.5.4.2 and/or C.2.5.4.3. The option for OSWDF may be exercised at any time during the base and/or option period by providing the contractor a thirty day written notice.

SubCLIN 0004AA - OSWDF Construction Option

Total Estimated Cost	<u>\$ 109,984,160</u>
Total Available Award Fee	<u>\$ 9,898,574</u>
Total Price	<u>\$ 119,882,734</u>

SubCLIN 0004AB - OSWDF Startup and Operations Option

Total Estimated Cost	<u>\$ 117,249,052</u>
Total Available Award Fee	<u>\$ 10,552,415</u>
Total Price	<u>\$ 127,801,467</u>

The total maximum award fee shall not exceed 10%. The Contracting Officer (CO) will allocate the fee associated with the work to be performed considering the term of the contract at the time the option is exercised.

B.5 BASE AND AWARD FEE

- (a) The contractor shall earn a combination of base fee and award fee as detailed below. The contractor shall not earn any fee for contract transition (C.2.1).
- (b) The base fee shall be paid for satisfactory performance of the following PWS requirements:
- Facility Surveillance and Maintenance and Stabilization (C.2.2);
 - Regulatory Compliance and Permits (C.2.7.4);
 - Sampling, Analysis, and Data Management (C.2.7.5);
 - Environmental Monitoring and Reporting (C.2.7.6);
 - Security (C.2.7.7);
 - Cyber Security (C.2.7.8);
 - Records Management and Document Control (C.2.7.9);
 - External Affairs (C.2.7.10); and
 - Real and Personal Property Management (C.2.7.11).
- (c) Base fee shall be paid semi-annually after submittal of an appropriate invoice. Payment of base fee is subject to the requirements of Section I Clause, DEAR 952.223-76, Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health (JAN 2004).
- (d) The total available award fee for the base and option periods can be earned through objective and/or subjective fee components consisting of award fee criteria and/or

performance based incentives (PBI). The PBIs proposed by the contractor and agreed to by DOE will become a part of the Award Fee Plan. These components and available award fee for the periods will be provided in the Award Fee Plan.

- (e) The CO will prepare and issue the Award Fee Plan prior to the start of each fiscal year. The CO may provide draft award fee criteria and PBIs for contractor review and input; however, the CO reserves unilateral discretion to issue and modify the Award Fee Plan without contractor review. The PBIs may be a combination of single year and multi-year. The CO will provide 30 days notice of changes to the Award Fee Plan after assignment of facilities, services, and/or any other activities assigned by the CO during contract performance.
- (f) The amount of earned total award fee shall be unilaterally determined by the Fee Determining Official (FDO) semi-annually. This determination shall be based upon the FDO's evaluation of the contractor's performance, as measured against the Award Fee Plan. Upon the FDO's final determination of the earned award fee for each evaluation period, the contractor may invoice the fee amount. The FDO may authorize payment of an objective PBI once performance is complete and evaluated.
- (g) Any unearned award fee from each evaluation period will not be eligible to be earned in any future period(s).

B.6 OBLIGATION OF FUNDS

Pursuant to the clause in Section I, FAR 52.232-22, Limitation of Funds, total funds in the amount of **\$ 4,000,000.00** have been allotted for obligation and are available for payment of services provided from the effective date of this contract through **90 days**.

B.7 ALLOWABILITY OF SUBCONTRACTOR FEE

- (a) If a company is part of a teaming arrangement as described in FAR Subpart 9.6, Contractor Team Arrangements, it shall share the total available fee of the contract with the other companies of the team in accordance with the teaming arrangement agreement. The FAR 31.205-26 (e) restrictions on profit/fee regarding sales or transfers between any divisions, subdivisions, subsidiaries, or affiliates of the "contractor" shall apply to both the Contractor Team Arrangement and to the individual companies of the Contractor Team Arrangement. Additionally, separate, additional fee is not an allowable cost under this contract for subcontractors, suppliers, or lower-tier subcontractors that are wholly-owned by any team member, majority-owned by any team member, or affiliates of any team member.
- (b) The fee restriction in paragraph (a) does not apply to members of the contractor's team that are: (1) small business(es); (2) protégé firms as part of an approved Mentor-Protégé relationship under the Section H Clause, Mentor-Protégé Program; or (3) subcontractors under a competitively awarded firm-fixed-price or firm-fixed-unit-price subcontract.

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

B.8 DOE AUTHORIZATION OF WORK

The CO will authorize work as follows:

- (a) The contractor is authorized to conduct work in accordance with the approved Performance Measurement Baseline (PMB), subject to the limitations of the Section B clause, Obligation of Funds.
- (b) The contractor's initial Annual Work Plan shall detail the work activities to be performed. Until DOE approves the contractor's PMB, the Annual Work Plan will be used to authorize work.
- (c) The Contract Budget Base (CBB) which includes PMB will be limited to the total contract award amount minus fee. After the PMB has been approved by DOE, the contractor shall work to the PMB. The contractor shall develop and maintain the PMB in accordance with Section C.2.7.2, Project Management. When required, the CO may make changes within the general scope of the contract in accordance with the Changes clause. The CO has review and concurrence authority during the Baseline Change Control Process. As additional activities and facilities are deemed available, the Baseline Change Control Process will be utilized for work authorization and contract modifications to adjust scope and schedule.
- (d) The contractor shall not be entitled to earn fee for work not authorized by the CO.

B.9 ADVANCED UNDERSTANDING - CHANGES TO CONTRACT COST AND CONTRACT FEE

The contractor is responsible for total performance under this contract, including selecting the specific approaches and methods to perform all work. For all contract work within the control of the contractor, the consequences of any adverse contractor work performance; consequences of any regulatory actions in response to adverse contractor work performance; and/or inability to accomplish the contractor's proposed technical approach shall not be a basis for an upward adjustment to the fee(s) of the contract.

It is recognized that the contractor will be performing in a dynamic environment where new facilities may be added and priorities may change. The contractor shall assume responsibility for any facilities, services, and/or remediation activities assigned by the CO during contract performance. The contractor understands and agrees that the addition of any Gaseous Diffusion Plant facilities turned over to DOE and assigned to the contractor is not, in and of itself, considered a change requiring an adjustment to the fee pools of the contract. Also see Section H clause, Site Investigation and Conditions Affecting the Work.

The contractor may be entitled to a change when the cumulative work exceeds the Total DOE Provided Dollar Amount as follows:

PWS C.2.3.4	Other GDP Facilities	\$100M
PWS C.2.4.1	Solid Waste Management Units	\$ 25M

PWS C.2.4.2	Soil Characterization and Remediation	\$ 75M
PWS C.2.4.3	Groundwater Monitoring and Remediation	\$ 50M
	Total DOE Provided Dollar Amount	\$250M

As noted in Section B.8(d), the contractor shall not be entitled to earn fee for work not authorized by the CO. The CO will authorize fee based upon the estimated costs of the work assigned.

In accordance with paragraph B.8, DOE Authorization of Work, the contractor shall be required to provide a cost estimate for any and all work assigned in these areas under the DOE provided dollar amounts.

The contractor is not entitled to a change in the contract for the following PWS elements: Facility Surveillance and Maintenance and Stabilization (C.2.2); Regulatory Compliance and Permits (C.2.7.4); Sampling, Analysis, and Data Management (C.2.7.5); Environmental Monitoring and Reporting (C.2.7.6); DOE Safeguards and Security (C.2.7.7); Cyber Security (C.2.7.8); Records Management and Document Control (C.2.7.9); External Affairs (C.2.7.10); and/or Real and Personal Property Management (C.2.7.11). There will be no adjustment in the fees of the contract should the actual costs be different than the DOE estimated costs.

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

If and when, any or all of the services listed in Section J, Attachment J-5, Facilities/Areas Responsibility Matrix and Site Services, become the responsibility of the contractor, the contractor may be entitled to a change pursuant to the Changes clause in Section I.

The contractor is not entitled to recover any costs relating to the transfer of the natural uranium hexafluoride, with the exception of the costs incurred for the development and approval of the Uranium Transfer Plan required under the contract. The contractor assumes the responsibility for any gains or losses associated with the sale of uranium.

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PERFORMANCE WORK STATEMENT (PWS)

C.1 Portsmouth D&D Project Overview and Objectives

C.1.1 Background

The Portsmouth site is a 3,778-acre federal reservation in south-central Ohio, one (1) mile east of U.S. Route 23, in rural Pike County. The site is approximately 75 miles south of Columbus, Ohio, and 22 miles north of Portsmouth, Ohio. The nearest residential center is the village of Piketon (approximately 1,800 population), approximately five (5) miles northwest of the facility on U.S. Route 23.

The Portsmouth Gaseous Diffusion Plant (GDP) was constructed by the Atomic Energy Commission in the early 1950s for the purpose of enriching the fissionable isotope of uranium from natural uranium to various product concentrations. The facility was originally constructed and operated as a uranium enrichment plant to supply both highly enriched uranium (HEU) and low enriched uranium (LEU) for defense purposes and commercial nuclear fuel sales. After 1991, the Portsmouth site produced only LEU for commercial power plants.

The 1992 Energy Policy Act (1992 EPAAct) initiated a process to privatize the Department of Energy's (DOE) uranium enrichment enterprises. Initially, the United States Enrichment Corporation (USEC) was established to operate both the Portsmouth, Ohio, and Paducah, Kentucky, GDPs as a Government corporation.

The 1992 EPAAct also stated the Portsmouth and Paducah GDPs were to be leased to USEC and required operations of the enrichment process to be regulated by the U.S. Nuclear Regulatory Commission (NRC), which issued certificates of compliance to USEC for both plants in November of 1996. In March of 1997, regulatory oversight for nuclear safety, safeguards, and security for the leased portions of both enrichment plants officially transferred from DOE to NRC with the following exceptions:

- 1) DOE retained regulatory oversight for personnel security, arming and arrest authority of the protective force; and
- 2) DOE retained regulatory oversight of USEC activities involving uranium enriched to 10% or greater.

In 2000, USEC announced that enrichment operations at the Portsmouth site would cease in 2001. In addition, USEC announced its intention to begin de-leasing and returning the GDP facilities to DOE. DOE then decided that the GDP should be maintained in a status that would allow a cost-effective resumption of enrichment operations within 18 to 24 months [Cold Standby (CSB)]. The Under Secretary of Energy approved the decision to terminate CSB effective September 30, 2005. Beginning October 1, 2005, the facilities were put in Cold Shutdown (CSD) as an interim measure until decontamination and decommissioning (D&D) activities begin. The D&D Project was established with the approval of Critical Decision (CD)-1 to begin planning and evaluation of the transition from CSD to D&D.

Remediation activities in the 1990s were conducted by a Management and Integration (M&I) contractor and managed by the Oak Ridge Operations Office (ORO). A DOE Environmental Management (EM) Portsmouth/Paducah Project Office (PPPO) was established in 2003 to conduct the cleanup. In 2005, remediation and infrastructure

contracts were established to continue the D&D of inactive facilities and ongoing remediation activities. The ongoing remediation activities have been conducted in accordance with a State of Ohio Consent Decree issued in August 1989, as amended (Civil Action Case #C2-89-732) from the State of Ohio Environmental Protection Agency (OEPA) and an Administrative Consent Order from the U.S. Environmental Protection Agency (USEPA) Region V. In 2007, the decision to proceed with the D&D Project was made. This contract will support DOE in transitioning from CSD to the D&D Project and complete the D&D of the excess GDP facilities.

The Portsmouth site currently has five (5) major contractors that support DOE with ongoing activities. The contractors and their respective summary level of scope are described below:

- 1) USEC has a lease for the GDP facilities which includes a site services agreement with DOE, which allows USEC to operate the GDP facilities and provide site services for site tenants under NRC oversight. In addition, USEC performs Technetium (Tc-99) removal activities, surveillance and maintenance (S&M) of all GDP leased facilities and systems, and infrastructure services for the leased facilities and areas.
- 2) LATA/Parallax Portsmouth (LPP) is a small business remediation contractor performing specific inactive facilities remediation work in returned facilities, cylinder management, groundwater monitoring and remediation, and legacy waste disposal.
- 3) Theta Pro2Serve Management Company (TPMC) is a small business infrastructure contractor performing the site infrastructure that is not covered by USEC.
- 4) Uranium Disposition Services (UDS) is responsible for construction and operation of the Depleted Uranium Hexafluoride (DUF6) Conversion Plant. Operations are scheduled to begin in 2010.
- 5) Restoration Services Incorporated (RSI) is a small business contractor providing environmental technical support (ETS) services directly to DOE.

The site has other tenants who are not directly supporting the D&D activities. For example, the Ohio National Guard and USEC use several Portsmouth facilities that have no impact on the D&D Project.

Portsmouth GDP facilities and its ancillary structures and systems are currently under lease to USEC (the "GDP lease") and are projected to be gradually returned to DOE over the next few years. Those facilities and systems required for USEC's commercial operations for future centrifuge-based uranium enrichment at the American Centrifuge Plant (ACP) are leased to USEC under a "Gas Centrifuge Enrichment Plant (GCEP) lease" and will operate as leased facilities and systems which are not included in the GDP D&D Project.

C.1.2 Portsmouth GDP D&D Project Description

The Portsmouth GDP Life-Cycle D&D Project includes demolition and disposal of all GDP facilities, process equipment, related process buildings, and other ancillary GDP facilities.

The Portsmouth D&D Project includes remediation of contaminated soils and groundwater.¹ The objective is to eliminate the potential for future contaminant release from the Portsmouth GDP site, thereby protecting workers, off-site human health, and the environment. The specific cleanup requirements for the Portsmouth site will be developed and agreed to through active involvement of the public and the regulators.

A total of 415 facilities (including buildings, utilities, systems, ponds and infrastructure units) are currently identified on the Portsmouth site. Of those facilities, approximately 315 are included in the Portsmouth D&D Project. The 315 facilities include 133 buildings (nearly 10,600,000ft² of floor space) including the three GDP process buildings. In addition to the three very large process buildings, the remaining structures consist of extensive support facilities such as a steam plant, electrical switchyards, cooling towers, cleaning and decontamination facilities, water and wastewater treatment plants, maintenance and laboratory facilities, and office buildings. Finally, the buildings are served and connected by an extensive network of utilities, systems, roads and sidewalks.

The uranium enrichment program utilizing the gaseous diffusion process produced various hazardous, non-hazardous, and radioactive byproducts. These activities resulted in contamination of equipment, facilities, soil and groundwater with radioactive and hazardous constituents. The remedial facility investigation performed by DOE identified 160 Solid Waste Management Units (SWMU) with four (4) quadrants. Forty-one (41) have been identified as Deferred Units (DU), fourteen (14) are either in surveillance and maintenance or undergoing remediation, and the State has issued No Further Action (NFA) decisions for the remaining 105 SWMUs.² The type of waste generated from the Portsmouth D&D Project is anticipated to be radiological and non-radiological debris, radiologically and chemically contaminated soils and other hazardous industrial waste.

There is a tentative understanding between DOE and the State regulators on the broad outlines for a Portsmouth site clean-up regulatory framework under Resource Conservation and Recovery Act (RCRA) and Comprehensive Environmental Response, Compensation and Recovery Act (CERCLA). A RCRA Consent Decree is in place and negotiations are underway to specifically define the CERCLA provisions of the framework. The contractor shall comply with the terms of the requisite Portsmouth regulatory agreements as they are finalized. The proposed D&D and waste disposition evaluations will emphasize public and regulator participation in the regulatory process to select D&D options and a waste disposition approach.

¹ Note: The Portsmouth D&D Project includes remediation of soils and groundwater from a budgeting and cost management perspective. However, the remediation of soils and groundwater are not D&D activities. These remediation activities are conducted under the Ohio Consent Decree and USEPA Administrative Consent Order.

² Note: The NFA decisions for Quadrant II have not been formally transmitted, the decisions for quadrants I, III, and IV have been formalized.

The D&D Project at Portsmouth currently is anticipated to be performed under the following regulatory approach:

- 1) Evaluate site-wide waste management and disposition options, including implementation of any selected action, through the CERCLA remedial action process;
- 2) Evaluate remedial action alternatives to address complex facilities and structures (e.g., X-333 Process Building), including implementation, through the CERCLA remedial action process;
- 3) Evaluate removal action alternatives to address the balance of the Portsmouth site facilities and structures;
- 4) Evaluate and perform remediation of soils and groundwater in accordance with the Ohio Consent Decree and the USEPA Administrative Consent Order. (If an on-site disposal facility is selected and constructed pursuant to the CERCLA process discussed in item 1) above, it is anticipated that the potential exists to request exemptions under ORC 3734.02(G) to allow waste generated from remediation of soils and groundwater under the Ohio Consent Decree and USEPA Administrative Consent Order to be disposed in such a facility.)

In addition to public and regulator participation in the regulatory process, the contractor is responsible for supporting DOE with the Site Specific Advisory Board (SSAB) under the Federal Advisory Committee Act, 5 U.S.C. App. 2, which was established in August 2008 by DOE to offer advice and recommendations for consideration.

C.1.3 Contract Purpose and Objectives

The purpose of this contract includes, but is not limited to, completing the D&D of the excess GDP facilities and characterization and remediation of associated soils.

Objectives of this contract include the following:

- Safely and cost effectively transition the Portsmouth GDP from CSD to D&D under the DOE safety basis while maintaining continuity of on-going cleanup operations;
- Work jointly with the SSAB, regulators, and any other stakeholders to define an end state including waste disposal on and/or off site that ensures sustainable economic use of the site and includes consideration of energy park initiatives;
- Finalize and implement an overall approved regulatory D&D cleanup framework;
- Accelerate the current CD-1 estimated cleanup schedule while maintaining public and worker safety and health, environmental protection, and reducing risk; and
- Reduce the overall DOE Portsmouth footprint and landlord costs.

C.2 Description of Project Performance Requirements

The contractor has the responsibility for managing, integrating, and executing the work described in this Performance Work Statement (PWS). The contractor is expected to effectively “projectize” the overall D&D Project, which is defined as further delineation of the life-cycle project into smaller, more well defined subprojects. The Portsmouth D&D Project contains both capital and non-capital asset acquisition activities which will be identified as subprojects. Projects/subprojects are to be managed with all applicable requirements of DOE 413.3A. The contractor shall plan and integrate the PWS activities to be performed during the contract period to optimize the use of projectization. Projectization means organizing the PWS into logical, well defined, manageable subprojects. The contractor shall perform sufficient design work, characterization, end point identification, regulatory approval, risk reduction, etc. to develop a requirements definition for each subproject to allow for firm cost estimating, realistic schedule development, and the establishment of procurement packages. This projectization should lead to performance of the subproject work being performed on competitive fixed price subcontracts, to the maximum extent practicable, prime Federal awards, or other performance based incentive type contract arrangements. The contractor shall be responsible for the integration and management of all subprojects. Each subproject will be subject to DOE Order 413.3A.

The contractor shall maximize efficient and cost effective methods for completing the work scope using the skill sets of the prime contractor as well as subcontractors. This includes making recommendations on the best method of accomplishing the work so that performance might be done by the prime, a subcontractor, or turned over to DOE, if requested, to secure competitive bids while maintaining a single point of responsibility (the prime) and minimizing administrative costs. The contractor is to maximize the use of firm-fixed price subcontracting.

Section J, Attachment 5, provides a comprehensive GDP facilities and site services list that will be updated upon assignment of facilities and/or services by the Contracting Officer (CO) for performance of the PWS elements C.2.2, C.2.3, C.2.4, and site services. The contractor will be the single point of accountability for the Portsmouth D&D Project activities, safety and quality assurance programs, regulatory and DOE-EM interface, and project management in performance of this contract including any subcontracts assigned in accordance with the Section H clause, Assignment and Administration of Subcontracts.

C.2.1 Contract Transition

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

- The contractor shall submit a Contract Transition Plan for DOE approval. The Contract Transition Plan must include a description of all necessary transition activities, involved organizations, and transition schedule and the contractor shall coordinate directly with LPP, TPMC, USEC, DOE, and others to finalize any transition agreements required to assume full responsibility. The Contract Transition Plan must include a communication plan that clearly describes the contractor’s approach for performing D&D scope of work with public and stakeholder involvement.

- Within 24 hours following contract award, the successful offeror shall release on its own website a brief Executive Summary of its offer. The purpose of this Executive Summary is to provide immediate release of relevant information to stakeholders and the public at large.
- The contractor shall submit an initial Annual Work Plan that details the work activities to be performed while the contract performance measurement baseline is being evaluated and approved by DOE.
- The contractor shall provide weekly status of transition activities to DOE. The contractor shall establish routine status meetings with DOE and affected contractors to review transition activities and issues.
- In accordance with the Section H clause, Government-Owned Property and Equipment Responsibilities for Contract Transition Period, the contractor shall conduct a joint reconciliation of the Government property inventory with the predecessor contractor. This information shall be used to provide a baseline for this contract, as well as, information to closeout predecessor contracts.
- During the contract transition period and prior to assuming control and responsibility for safeguards and security (SAS) responsibilities, the contractor shall be subject to a DOE SAS initial survey conducted in accordance with U.S. DOE Manual (M) 470.4-1, Safeguards and Security Program Planning and Management. The results of the survey shall be documented and form the basis for DOE authorization to assume SAS responsibilities, in particular, responsibility for Special Nuclear Material (SNM). Following the survey, the contractor shall assume responsibility for all applicable SAS resources, materials, facilities, documents, and equipment.

C.2.2 Facility Surveillance and Maintenance and Stabilization

The contractor shall develop, document, and maintain a Surveillance & Maintenance (S&M) program that includes S&M, operations, and facility stabilization activities as appropriate for all facilities that are within the contractor's responsibility.

The NRC has issued a Certificate of Compliance to USEC that documents the NRC regulatory authority over GDP leased facilities. When GDP facilities are de-leased they are returned to DOE control and regulatory authority. The S&M activities shall be tailored during the facility life-cycle in accordance with DOE Order 430.1B, Real Property Asset Management, and 10 CFR 851, Worker Safety and Health Program. Other areas that may require S&M include closed areas, remediated areas, capped areas (e.g., landfill), open areas, etc.

The contractor shall perform all S&M activities for existing and assigned facilities (Section J, Attachment 5), and occupied facilities including, but not limited to, the following:

- Control access to DOE controlled facilities and areas for which the contractor has been assigned responsibility. Minimize and reduce the occupation of facilities to the maximum extent possible;
- Perform periodic facility inspections including equipment and/or structure;
- Maintain the operability of critical equipment, monitor radiological conditions, and check and maintain safety-related items;
- Provide for facility security controls;
- Assess facility structural integrity;
- Perform daily activities required to sustain property in a condition suitable for its designated purpose;
- Conduct preventive, predictive, and corrective maintenance actions; and
- Perform checks and record pressure on HEU cells in X-326 Process Building (158 cells), conduct S&M of HEU cells; perform Non-destructive Assay (NDA) and uranium analytical services for buffered HEU cells.

The contractor shall perform facility stabilization activities for assigned and unoccupied facilities awaiting D&D. These activities include removal of hazardous process materials/wastes and overall reduction of the hazards associated with the facility. Activities during this phase are intended to support deactivation activities and to maintain the facility safety envelope and long-term requirements on building infrastructure, including modification and/or changes to facility configuration.

The contractor shall perform the necessary facility stabilization activities including, but not limited to, the following:

- Evaluate and determine the need for the continued safety and disposition requirements for monitoring and/or maintaining systems;
- Perform deactivation activities that support the facilities being placed in the facility stabilization configuration, per DOE O 420.1B, Facility Safety; and
- Evaluate and implement utilities optimization plans including re-routing of the utilities.

The contractor shall develop utility optimization plans and obtain the approval of DOE prior to implementation. Such plans shall consider and include current site utilization, end state vision, and shared site agreements with USEC and other site contractors.

C.2.3 Facility Decontamination and Decommissioning (D&D)

The D&D of existing and assigned facilities (Section J, Attachment 5) includes all man-made structures, and generally includes the following activities: deactivation (utilities

isolation, re-routing of the utilities, removal of hold up materials, etc.), characterization, hazardous material abatement activities, removal of equipment, decontamination, and demolition of structures/components. The facility D&D work is to include demolishing man-made structures/components including building slabs and below-grade features within the immediate building footprint area (waste disposal requirements/disposition activities are described in C.2.5). The D&D work will be performed and completed consistent with regulatory agreements and decisions that may include consideration of specific buildings for re-use. The D&D of below-grade man-made structures shall be coordinated with site cleanup goals and the subsequent remediation of environmental media (i.e. soils remediation activities in C.2.4). The initial phase of a facility D&D will generally address above-grade structures; if soil remediation is not performed immediately the contractor shall perform appropriate activities to stabilize the area and prevent surface water accumulation in sub-grade structures. The stabilization of the area may include leaving the building slab in place until the area is ready for below grade D&D and remediation of contaminated media. In performing the work, the contractor shall coordinate its activities with other site contractors/tenants to avoid and/or mitigate any interference with ongoing site work.

C.2.3.1 X-333 Process Building

The X-333 Process Building is comprised of eight (8) operating units. The contractor is responsible for all activities required to D&D X-333 including, but not limited to, the following activities:

C.2.3.1.1 Regulatory Preparation

The contractor shall prepare the submittal of required regulatory documents to support D&D of the entire X-333 Process Building including:

- Remedial Design and Remedial Action Work Plans, and
- Implementation Plans.

C.2.3.1.2 Material Removal

The contractor shall complete materials and waste (junk) removal and disposal, from the interior of the entire building and shall complete hazardous abatement activities for the entire building.

C.2.3.1.3 Characterization

The contractor shall complete required characterization activities of the entire facility for equipment removal and D&D in compliance with the regulatory documents.

C.2.3.1.4 Deactivation

The contractor shall complete utilities and systems deactivation and isolation as necessary in preparation for equipment removal and facility

demolition. The deactivation activities may include the removal of hold-up material in the systems, pipings, ducts, etc.

C.2.3.1.5 Equipment Removal

The contractor shall complete removal of process systems and equipment including systems enclosures (e.g., housings, shielding, and cells).

C.2.3.1.6 Facility Demolition

The contractor shall complete demolition of the entire facility including below-grade man-made features and dispose of all waste.

C.2.3.1.7 Environmental Remediation and Waste Management

The work associated with Soils Characterization and Remediation and Waste Management is contained in C.2.4.2 and C.2.5.

C.2.3.2 X-330 Process Building

The X-330 Process Building is comprised of 11 operating units. The contractor is responsible for all activities required to D&D X-330, including but not limited to, the following activities:

C.2.3.2.1 Regulatory Preparation

The contractor shall prepare for submittal of required regulatory documents to support D&D of the entire X-330 Process Building including:

- Remedial Design and Remedial Action Work Plans, and
- Implementation Plans.

C.2.3.2.2 Material Removal

The contractor shall complete materials and waste (junk) removal and disposal, from the interior of the entire building and complete hazardous abatement activities for the entire building.

C.2.3.2.3 Characterization

The contractor shall complete required characterization activities of the entire facility.

C.2.3.2.4 Deactivation

The contractor shall complete utilities and systems deactivation and isolation as necessary in preparation for equipment removal and facility demolition for the entire building. The deactivation activities may

include the removal of “hold-up” material in the systems, piping, ducts, etc.

C.2.3.2.5 Equipment Removal

The contractor shall complete removal of process systems and equipment including systems enclosures (e.g., housings, shielding, and cells).

C.2.3.2.6 Facility Demolition

The contractor shall complete demolition of the entire facility including below-grade man-made features and dispose of all waste.

C.2.3.2.7 Environmental Remediation and Waste Management

The work associated with Soils Characterization and Remediation and Waste Management is contained in C.2.4.2 and C.2.5

C.2.3.3 X-326 Process Building

The X-326 Process Building is comprised of 9 1/2 operating units and an additional 1/2 unit containing 60 purge cascade stages. The contractor is responsible for all activities required to D&D X-326, including but not limited to, the following activities:

C.2.3.3.1 Regulatory Preparation

The contractor shall prepare for submittal of required regulatory documents to support D&D of the entire X-326 Process Building including:

- Remedial Design and Remedial Action Work Plans, and
- Implementation Plans.

C.2.3.3.2 Material Removal

The contractor shall complete materials and waste (junk) removal and disposal, from the interior of the entire building and complete hazardous abatement activities for the entire building.

C.2.3.3.3 Characterization

The contractor shall complete required characterization activities of the entire facility.

C.2.3.3.4 Deactivation

The contractor shall complete utilities and systems deactivation and isolation as necessary in preparation for equipment removal and facility demolition for the entire building. The deactivation activities may include the removal of “hold-up” material in the systems, piping, ducts, etc.

C.2.3.3.5 Equipment Removal

The contractor shall complete removal of process systems and equipment including systems enclosures (e.g., housings, shielding, and cells).

C.2.3.3.6 Facility Demolition

The contractor shall complete demolition of the entire facility including below-grade man-made features and dispose of all waste.

C.2.3.3.7 Environmental Remediation and Waste Management

The work associated with Soils Characterization and Remediation and Waste Management is contained in C.2.4.2 and C.2.5.

C.2.3.4 Other GDP Facilities

The work in this section, including existing and assigned facilities (Section J, Attachment 5), will be performed by developing separate work packages and required regulatory documentation. D&D of the other GDP facilities shall consist of, but not be limited to, regulatory preparation, material removal, characterization, deactivation, equipment removal, facility demolition, and environmental remediation and waste management.

C.2.4 Environmental Remediation

The contractor shall perform Environmental Remediation (ER) work for all SWMUs including S&M and a five year review of completed SWMUs, soil remediation work including soil remediation work following D&D, groundwater remediation, ongoing groundwater monitoring, and pump and treat activities. The contractor shall perform additional ER activities as assigned by the CO from Attachment 5 of Section J, consistent with the work in this PWS. Over the term of the contract, ER work shall be completed in compliance with the Consent Order, Consent Decree, and any other future negotiated agreements.

C.2.4.1 Solid Waste Management Units (SWMUs)

The contractor shall be responsible for all SWMUs identified in Section J, Attachment 4, under DOE control as required by the Consent Decree.

In addition, the contractor shall perform S&M and a five year review of the Completed Remedies listed in Table C-1 below as required by the Consent

Decree. Completed Remedies are those remediation activities required by regulatory requirements that have been determined to have met the interim or final clean up standards. Upon completion of facilities D&D and remediation, additional units will be added to S&M and the five year review list. The SWMUs currently in NFA may require ongoing surveillance and maintenance in accordance with all regulatory requirements.

In addition, the contractor shall:

- Perform periodic (3-5 years) controlled burn of X-611A, Old Lime Sludge Lagoons Area;
- Develop and facilitate the submittal of the regulatory documents for reporting on S&M and review activities to the OEPA; and
- Conduct routine and special inspections (S&M) of the Completed Remedies listed in Table C-1 below:

TABLE C-1: SWMUS REQUIRING S&M AND 5 YEAR REVIEWS

ID Number	Title/Description	*Comment
X-231A	Southeast Oil Biodegradation Plot	Capped (closed)
X-231B	Southwest Oil Biodegradation Plot	Capped (closed)
5 Unit Plume	Groundwater Plume	Extraction Wells
X-611A	Old Lime Sludge Lagoons Area	18 acres prairie, control burn
X-616	Sludge lagoon	Remediated (closed)
X-701B Plume (and X-744Y)	Capped Lagoon and Groundwater Plume	Capped closed, Plume oxidant injection remedy
X-734 A	Sanitary Landfill, Construction Spoils Disposal Areas	Capped (closed)
X-734 B	Sanitary Landfill, Construction Spoils Disposal Areas	Capped (closed)
X-735 A & B	Sanitary Landfill	Capped (closed)
X-740	Groundwater Plume	Phytoremediation Oxidation injection remedy
X-749 North and South (two separate caps)	Contaminated Material Storage Yard	Capped (closed)
X-749/120	Phytoremediation Area/Groundwater Plume	Phase 1 and 2
X-749A	S Classified Burial Yard	Capped (closed)
X-749B	Peter Kiewit Landfill	Capped (closed)

*Note: Mowing of capped landfill areas listed in Table C-1 is anticipated to be performed by the Facilities Support Services (FSS) contractor.

C.2.4.2 Soil Characterization and Remediation

Upon completion of D&D activities, the contractor shall characterize and remediate soils to meet the final remediation levels per the regulatory agreement(s). Soils remediation may include some below grade man made structures from D&D.

The contractor shall perform soils remediation including, but not limited to, the following:

- Evaluate existing data and characterize further if needed;
- Develop and submit Corrective Measures Study Reports;
- Develop and submit Corrective Measures Implementation Reports;
- Develop and submit Corrective Action Progress Reports;
- Excavate, load, haul, and stage for eventual transportation to appropriate on-site and/or offsite disposal locations;
- Upon completion of soil removal activities, collect soil samples to verify remediation is within acceptable concentrations;
- Compact disturbed areas and restore to match existing site grades consistent with the Restoration Plan (including re-vegetation and stabilization of the area);
- Backfill remediated areas, if required, only after the analytical results of the verification soils samples have been obtained;
- Establish run-on/run-off control to prevent or minimize soil contact with storm water and maintain site drainage throughout all remediation activities;
- Control any liquids collected from the excavation while awaiting sample results in accordance with regulatory requirements;
- Facilitate and support an independent verification of the soils remediation consistent with the DOE-EM policy³ and coordinate with DOE independent verification; and
- Prepare and facilitate completion reports for submittal to the Ohio Environmental Protection Agency (OEPA) and the U.S. Environmental Protection Agency (USEPA).

C.2.4.3 Groundwater Monitoring and Remediation

C.2.4.3.1 Groundwater Monitoring and Maintenance

The contractor shall conduct investigation, characterization, and development of Preliminary Remediation Goals (PRG) for the remediation of the groundwater. The contractor shall conduct monitoring of

³ DOE P 226.1, DOE Oversight Policy, DOE, 2005; DOE O 226.1, Implementation of Department of Energy Oversight Policy, DOE, 2005; 10 CFR 830.122, Quality Assurance Criteria, Subpart A to Nuclear Safety Management, DOE, 2000

groundwater in accordance with the Director's Final Findings and Orders (March 1999) and the Integrated Groundwater Monitoring Plan (IGWMP, August 2007).

Additionally, the contractor shall:

- Maintain and repair the site groundwater monitoring system including but not limited to painting, welding, concrete pad repair, pump replacement, well replacement, installation, or abandonment in accordance with Ohio EPA guidance;
- Conduct S&M for certain closed/inactive remedial action units per the Director's Final Findings and Orders;
- Operate and maintain the X-622, X-623, X-624, X-627 and X-701E groundwater treatment facilities;
- Conduct sampling and analysis from more than 640 groundwater monitoring and extraction wells; and
- Prepare an annual report to DOE on wells for which maintenance is performed, including waste handling, disposition activities, and recommendations to minimize cost.
- Maintain and move forward with site groundwater strategy and negotiated actions.
- Disposal of the waste generated from groundwater remediation shall be included in C.2.5.

C.2.4.3.2 Groundwater Remediation

The contractor shall perform groundwater remediation activities (including surface water sampling and analysis consistent with the National Pollutant Discharge and Elimination System [NPDES]) in parallel with and as part of the scope described in Solid Waste Management Units (C.2.4.1) and Soils Characterization and Remediation (C.2.4.2).

C.2.5 Waste Management

The contractor shall be responsible for management and disposition of all waste generated by the Portsmouth D&D Project. The contractor shall evaluate project waste management options consistent with the requirements of a future negotiated regulatory agreement. The waste management evaluations shall include public involvement. The waste management evaluations shall include, but not be limited to waste minimization, re-use, waste treatment, recycling, off-site disposal, and potential on-site disposal.

Environmental Remediation activities using the CERCLA process (in accordance with Executive Order 12580, Superfund Implementation) shall comply with the substantive requirements of DOE O 435.1, Radioactive Waste Management and DOE M 435.1-1, Radioactive Waste Management Manual (including disposal facility performance assessment and performance objectives, as well as the composite analysis) through the CERCLA process. Wastes generated by Consent Decree activities are to be managed in compliance with RCRA.

All waste management activities shall meet the appropriate waste acceptance criteria for approved waste disposition/disposal options.

C.2.5.1 Waste Treatment

It is anticipated that some waste generated during D&D and remediation will require treatment services at other DOE or non-DOE facilities. The contractor may use available DOE national contracts, if available, for treatment of waste.

The contractor shall:

- Perform either on- or off-site treatment, subject to regulatory requirements to meet the waste acceptance requirements for disposal of waste;
- Assume operations of existing Portsmouth waste management facilities/systems in accordance with existing or newly generated approved DOE safety basis;
- Ensure existing treatment facilities remain compliant with all permits, orders, and regulatory requirements;
- Update and maintain the existing Portsmouth Site Treatment Plan and obtain DOE approval;
- Implement treatment requirements in accordance with the Portsmouth Site Treatment Plan, including but not limited to: identify waste streams for on-site and offsite treatment consistent with the Waste Management Plan, obtain necessary permits and support DOE in any regulatory approvals for on-site treatment, prepare waste profiles and characterize waste to meet acceptance requirements for offsite treatment facilities;
- Develop and maintain summary information on waste stream life-cycle projections planned for treatment facilities;
- Develop requests for and obtain DOE approval of exemptions for use of non-DOE facilities for the identified STP waste streams;
- Develop and implement alternatives for waste streams historically sent to the TSCA incinerator, with DOE and regulatory approval; and
- Dispose of treated waste.

C.2.5.2 Waste Handling/Packaging/Hauling and Transportation

The contractor shall perform all activities associated with characterization, packaging, handling and hauling/transportation of waste to various facilities. The contractor may utilize DOE Government tenders, if available. This includes the transport to off-site and on-site treatment and/or storage facilities and off-site and on-site disposal facilities. All packaging and transportation practices shall be in accordance with applicable federal, state, and local regulations and requirements.

In addition the contractor shall:

- Procure necessary packaging and carrier services for transport to/from treatment facilities and to disposal facilities; and
- Develop appropriate transportation plans, including transportation security plans, for various waste types, obtain appropriate transport permits, and coordinate with DOE transport managers.

C.2.5.3 Off-Site Disposal

It is anticipated that some waste generated during D&D and remediation activities will require off-site disposal. In the event that an On-Site Waste Disposal Facility (OSWDF) is not approved through the public participation and regulatory process, all waste will require off-site disposal. The contractor may utilize DOE national contracts tenders, if available. When off-site disposal is required, the contractor shall:

- Receive and manage the disposal certificates for all wastes shipped off-site;
- Dispose of waste at approved DOE facilities and/or permitted commercial disposal facilities;
- Develop and maintain summary information on waste stream life-cycle projections planned for disposal facilities; and
- Develop requests for and obtain DOE approval of exemptions for use of non-DOE facilities for specific waste streams.

C.2.5.4 On-Site Waste Disposal Facility (OSWDF)

The contractor shall complete a preliminary design and other necessary evaluations of a conceptual OSWDF to support project waste management evaluations and regulatory reviews.

Additional work on a potential OSWDF will be subject to determinations made during the project waste management evaluation and regulatory review process, which will include participation by the local community and stakeholders.

The CO will direct the contractor to proceed with final design based upon the determinations from the waste management evaluation and regulatory review process. The design documents shall include the Certified for Construction (CFC) drawings. In the event that an OSWDF is authorized, the contractor shall be responsible for completing the necessary activities for development and submittal of regulatory documents and supporting the regulatory approval process for an OSWDF.

C.2.5.4.1 Completion of the OSWDF Preliminary and Final Design

The contractor shall complete the OSWDF preliminary and final designs and submit to DOE for approval. The design activities include, but are not limited to, development of specifications and provisions for borrow or fill materials; development of Waste Acceptance Criteria (WAC) in concert with the facility performance and regulatory requirements; planning for OSWDF waste characterization for waste compliance (sampling and analysis) under the WAC; development of the OSWDF Operations Plan; development and maintenance of an effective quality control/quality assurance program meeting regulatory requirements for design, including final capping and completion of the OSWDF; development of required documentation necessary for the anticipated regulatory submittal and approval cycle including but not limited to the Remedial Design work plans; and deliver a procurement package for construction.

C.2.5.4.2 OSWDF Construction (Option)

If authorized by the CO, the contractor shall develop required documentation necessary for the OSWDF construction for the anticipated regulatory submittal and approval cycle including but not limited to the Remedial Action work plans. The documentation shall support the waste expected to be generated during D&D activities, from the beginning of the implementation of D&D activities, to avoid unnecessary waste liabilities. The contractor shall construct and/or provide construction management oversight of the construction activities. The contractor shall ensure there is an independent organization performing the Title III engineering services.

The contractor shall provide DOE with the acceptance of the Construction Completion Report including final as-built drawings and a report of the deviations from the construction drawings to the as-built drawings.

C.2.5.4.3 OSWDF Startup and Operations (Option)

If authorized by the CO, the contractor shall be responsible for the start-up and operation of the OSWDF under specified and approved plans and controls developed during the regulatory process, including but not limited to: waste placement, waste transport, storm water management, primary leachate and secondary leachate management,

waste/soil compaction, dust control, nuclear criticality control, health and safety, security, operations equipment/facility needs and use, and completion.

Prior to start-up and operation, the contractor shall develop and implement appropriate levels of readiness required per DOE O 425.1C, Startup and Restart of Nuclear Facilities. The contractor shall develop and maintain summary information on actual and projected life-cycle waste disposal volumes; develop and implement a waste characterization program for WAC compliance of waste streams at the generating site, within the remediation-site, or at a staging area; form and maintain an independent Waste Acceptance Organization to assure compliance with the WAC; and develop and implement a waste information system including location, date of placement, placed quantities, and waste characteristics.

C.2.5.5 Waste Management Operations

The contractor shall maintain and update the existing Waste Management Plan and obtain DOE approval. The waste types and categories shall be consistent with those specified in the "Waste Management Plan for the Portsmouth Gaseous Diffusion Plant, Piketon, Ohio, TPMC/PORTS-60/R1," for example: Low-level radioactive waste (LLW), LLW mixed with RCRA or Toxic Substance Control Act (TSCA) mixed low-level waste (MLLW), TSCA, RCRA hazardous waste, potential Transuranic (TRU) material and other radiological materials, industrial sanitary waste, and classified material (for security and radiological). The Waste Management Plan shall include the evaluation of recycling waste and materials from the Portsmouth D&D Project. The recycling analysis shall include a thorough trade-off analysis of economic, health, safety, and waste volume benefits that could be realized by innovative recycling approaches. The Waste Management Plan shall also include the approaches for minimizing the generation of secondary wastes. The contractor will be responsible for the identification, characterization, packaging, transportation and disposal of any secondary waste that may be generated based on its technical approach.

The contractor shall be responsible for management and disposition of all waste generated by the Portsmouth D&D Project. The contractor shall disposition (including characterization, packaging, and transportation) the waste received from those site contractors as identified in Section J Attachment, Portsmouth D&D Project Site Services and Interface Requirements Matrix. The contractor shall be responsible for storage of USEC generated hazardous waste in accordance with the GDP lease⁴. The contractor shall track the volume, type of waste, cost, and disposal locations of each type of waste.

⁴ GDP Lease, Exhibit C, Memorandum of Agreement between USDOE and USEC for Environmental and Waste Management, dated July 1, 1993

The contractor shall ensure operations of storage areas or facilities comply with all permits, orders, and regulatory requirements. The contractor shall, to the extent possible, minimize the number of facilities and waste/materials in storage.

C.2.6 Nuclear Material Storage, Disposition and Accountability

The contractor shall:

- Create, maintain, and provide a single, integrated Nuclear Materials Control and Accountability (NMC&A) Plan, consistent with the safety requirements stipulated under sections C.2.7.3 and C.2.7.7, for use by Portsmouth site contractors performing NMC&A activities;
- Manage and conduct a centralized NMC&A Program for all accountable quantities of nuclear material on the Portsmouth site;
- NMC&A activities include warehousing, surveillance, characterization, planning, brokering, packaging, consolidation, preparation, and shipping of the inventory of depleted, normal and enriched Nuclear Materials;
- Be responsible for the final disposition, as directed by DOE, of all remaining Nuclear Material inventory including product and waste. The dispositioning of the Nuclear Material Product includes, but is not limited to, relocation to other DOE sites or DOE contractors for storage/programmatic use and/or sale to the private sector and/or disposal; and
- Provide necessary reports and information to support DOE-HQ Nuclear Materials Management and Safeguard System (NMMSS).

The contractor shall manage and operate DOE Material Storage Areas (DMSA) operations within the Portsmouth site. The DMSAs are storage areas for DOE materials in USEC leased areas. Currently, there are approximately 45 DMSAs (Section J Attachment, Current DMSAs). The number of DMSAs will vary depending upon the contractor's activities.

The contractor shall, operate the material storage areas and facilities in accordance with the current safety basis, as well as applicable legal and regulatory requirements. The contractor shall be responsible for completing or developing any safety basis documents not otherwise available at contract transition.

C.2.7 Project Support

The contractor shall provide all project support activities necessary to perform the PWS.

The contractor shall assume responsibility for any and all site services assigned by the CO during contract performance. Section J, Attachments 5 and 7, will be adjusted to identify those site services that are under DOE control. The contractor shall be responsible for laundry services for work performed under the PWS. The contractor shall also provide these services to the ETS and FSS contractors and DOE.

The contractor shall provide all necessary support for smooth contract transition at the end of the contract period. Six (6) months prior to the expiration of the contract period, the contractor shall submit the Contract Close-out Plan. The Contract Close-out Plan shall include all remaining administrative matters necessary to close out the contract, including, but not limited to: resolution of remaining and open agreements, resolution of remaining and open litigation; audit of indirect costs; remaining records disposition required by the Government; or any other activities required by Section I, FAR 52.216-7, Allowable Cost and Payment.

C.2.7.1 Project Planning, Integration and Interface

The contractor shall be responsible for the planning and integration of all site-wide, cross-cutting activities necessary for the accomplishment of the PWS. These activities occur during both the base and option (if exercised) periods of the contract. These activities include, but are not limited to, the following:

C.2.7.1.1 Planning and Integration

The contractor shall be responsible for assisting DOE in planning and integration of the Portsmouth D&D Project activities. The contractor shall evaluate, maintain and update the Master Plan (and obtain DOE approval) which establishes and maintains interface management processes and agreements to assure effective control of technical, administrative, and regulatory interfaces.

The Master Plan shall provide the content for and processes to:

- Coordinated site end state agreement with SSAB, regulators, and any other stakeholders,
- Identify the various interfaces, define the scope of each interface, provide a brief description of the required deliverables (products, documents, procedures, services, etc.), define interface requirements, and cite applicable source documents for each interface;
- Implement changes to interface agreements through the appropriate change control process and, if necessary, contract changes; and

- Identify, track, and elevate issues for management review on a regular basis.

The Master Plan shall include:

- Organizational points of contact for participants and their responsibilities;
- Associated controlling agreements (e.g., an MOA); and
- Maps, comprehensive site-wide facilities and SWMUs lists, and a schedule and status of facility transition/transfer, maintenance status, D&D and remedial action activities.

The Master Plan shall be signed by the contractor, ETS contractor, FSS contractor, and USEC. The contractor will submit the document to DOE for review and approval. The Master Plan shall be reviewed at least annually, and if unchanged, submitted to DOE for information; if changed, submitted to DOE for approval.

The contractor shall establish, appropriately document, and manage interfaces in accordance with the Section J Attachment, Portsmouth D&D Project Site Services and Interface Requirements Matrix. The contractor shall update Portsmouth D&D Project Site Services and Interface Requirements Matrix, as appropriate, consistent with the approved changes that may occur during the contract period.

The contractor shall ensure that Long-Term Stewardship (LTS) issues are considered in the planning and execution of the activities described in this PWS to (1) ensure the site's successful transition to future LTS, and (2) assist DOE with LTS planning, transition coordination, and communication with all involved parties, including local stakeholders and regulators.

The contractor shall ensure that issues associated with energy park activities and transfer or leasing of land, facilities, and other assets from DOE to other parties are considered in the planning and execution of the PWS.

The contractor shall plan and integrate the PWS activities to be performed during the contract period to optimize the use of "projectization." The objective of "projectization" as defined in section C.2 is to plan the work in a manner that distinct projects can be defined that will provide the most effective and efficient execution of the work from a technical, schedule, and cost perspective. The contractor shall evaluate the options and efficiencies for conducting the work activities for performance by subcontractors and for performance by the contractor's employees. Where practicable, projects which can be well defined with performance-based statements of work are expected to be

performed on a fixed-price basis by competitively selected specialty subcontractors using best commercial practices. In conducting purchasing and subcontracting activities, the contractor shall achieve strong technical and price competition; solicit and award subcontracts using the best commercial practices; produce high quality, safe and timely performance; and provide the maximum practical opportunity for small businesses. These projects will be identified in the Master Plan, project baseline, and Annual Work Plans submitted to DOE for approval. Whenever work is to be performed by a subcontractor, the contractor is not relieved of any of its responsibilities contained in the PWS, legal and regulatory requirements, or other provisions of the contract. The contractor shall also establish and require a “flow-down” process to ensure that subcontractors comply with contract requirements and policies. Consistent with other provisions of the contract, certain of these projects may be selected by DOE for competitive awards to other prime contractors.

C.2.7.1.2 Regulatory Planning

The contractor shall assist DOE with its expert knowledge and services to support DOE’s interaction with regulators, the development and implementation of regulatory strategies, and the public comment process related to required regulatory documents and agreements. The current understanding of the anticipated regulatory framework for the Portsmouth D&D Project is summarized in Section 1.2 of this PWS.

The contractor shall prepare regulatory documents including, but not limited to, CERCLA documentation and/or RCRA documents required per the regulatory agreement(s) for the Portsmouth D&D Project. The contractor shall develop the necessary CERCLA documentation culminating in regulatory decision documents such as Action Memoranda and Record of Decision(s) (ROD), and develop and implement the necessary subsequent work plans under the agreed-upon CERCLA process for the facilities D&D and waste disposition, including a potential OSWDF, if approved.

The contractor shall develop the necessary RCRA documentation consistent with the Consent Decree for soils and groundwater remediation. In addition, the contractor is responsible for developing and coordinating all regulatory documentation necessary to support other on-site activities (e.g., sampling, monitoring, waste treatment, disposal, storage).

C.2.7.1.3 Facility Transfer

Prior to transfer of any facilities by USEC to DOE, the contractor shall prepare for the transfer of these facilities. The pre-transfer process activities shall include, but not be limited to, performing pre-transfer walk-throughs, reviewing pre-transfer checklists, identifying and developing transfer endpoint criteria, reviewing facility transfer plans, verifying transfer readiness, and verifying the post transfer punch-lists, establishing appropriate safety documentation, obtaining resources to perform the necessary surveillance and maintenance and facility stabilization activities.

For any facilities under the control of USEC, the contractor shall assist DOE in the facility de-lease and transfer process. The DOE maintains the authority for the acceptance of any facilities de-leased from USEC.

Facilities may subsequently be transferred to the contractor either in the base period or option (if exercised) period of the contract. Facilities under USEC will require de-leasing and assumption of DOE regulatory authority. Other facilities are under the control of other DOE contractors and are already under DOE regulatory authority. Any contractual transfer or assignment of additional facilities will be directed by the CO. The contractor shall maintain and disposition any facilities transferred to the contractor in accordance with the applicable sections of the PWS.

C.2.7.1.4 Sitewide Interface

It is critical for the success of the Portsmouth D&D Project activities that the contractor interfaces and coordinates with other entities on-site while performing the work.

The contractor shall coordinate and interface with USEC and other site contractors while performing the work in accordance with Section J Attachment 7, Portsmouth D&D Project Site Services and Interface Requirements Matrix. The Portsmouth D&D Project Site Services and Interface Requirements Matrix identifies the key specific tasks and services that require interface and coordination with other site entities. The Portsmouth D&D Project Site Services and Interface Requirements Matrix may not represent all of the necessary interactions; therefore, the contractor is responsible to reach agreement with other site entities on any other necessary interfaces and/or the provision of services for the performance of the contractor's work. The contractor shall plan for and support transition to any follow-on contractor.

C.2.7.2 Project Management

In addition to preparing Performance Measurement Baselines (PMB) and project baseline documentation for each capital asset acquisition project as required by DOE O 413.3A, the contractor shall develop the Portsmouth D&D Project activities PMB. The contractor shall provide all management and technical information to:

- Support DOE in meeting any applicable requirements of DOE O 413.3A, Program and Project Management for the Acquisition of Capital Assets and associated DOE 413.3 guidance documents;
- Support the budget formulation activities including, but not limited to, emerging work items list; budget formulation input (including Integrated Priority List), fall limited budget update submission, budget scenario development, and, budget presentations (such as public and regulatory briefings, etc.);
- Meet the data requirements of the DOE Integrated Planning, Accountability and Budgeting System;
- Support audits, evaluations, and external technical reviews; and
- Support other DOE project performance assessments and information needs.

All project management information developed under this contract shall be accessible electronically by DOE.

In support of the Portsmouth Site Integrated Baseline development by the ETS contractor, the contractor shall provide the baseline information to the Portsmouth ETS contractor.

The contractor shall develop annual work plans and baselines for work to be performed during the succeeding year. The annual work plans and the Performance Measurement Baseline (PMB) shall identify the activities that will be performed under the services owed from the Uranium Hexafluoride (UF₆) transfer. The performance of the activities under the services owed from the UF₆ transfer shall be tracked and monitored the same way as the other activities under this section, C.2.7.2. These plans shall be resource loaded and define in detail the work to be performed, including technical, cost, schedule requirements, and performance milestones based on the latest funding level (or projections) and current progress of the project. They will be consistent with the approved PMB and baseline control process, Master Plan, DOE programmatic and budget guidance, regulatory agreements and requirements, and other direction, if any, from the CO or Contracting Officer's Representative (COR). The annual work plans shall be submitted for approval.

The contractor's initial annual work plan shall detail the work activities to be performed, be resource loaded, and consistent with the final proposal submitted. The initial annual work plan will be used to authorize work until the PMB is approved. Subsequent annual work plans will add depth and definition to the approved PMB.

The contractor shall support the annual budget process by working with DOE and other prime contractors as appropriate in the development of budgets, schedules, data sheets, analysis and justifications and other such information as may be required. The project control system shall be compatible with the DOE and contractor financial accounting systems to ensure consistent cost reporting.

The contractor shall meet the data and reporting requirements of the DOE Integrated Planning, Accountability and Budgeting System and provide project performance reports against the PMB.

Project Integration, Control, and the Earned Value Management System

The contractor shall prepare and submit for DOE approval, a Project Execution Plan (PEP), for each capital asset acquisition project consistent with the requirements in DOE O 413.3A, and associated guides. The PEP shall describe the approach for managing and controlling all activities necessary to execute the associated capital asset acquisition project. Each PEP shall describe contractor policies, methods, and approach to provide integration and control of scope, schedule and cost information.

The contractor shall provide as an attachment to the PEP, a Project Control System Description that complies with the requirements of DOE O 413.3A and associated guides, and American National Standards Institute (ANSI)/Electronic Industries Alliance (EIA)-748-A (current version) Earned Value Management Systems (EVMS).

The Project Control System Description shall describe the management processes and controls that shall be used to implement an EVMS, manage and control work, and complete contract requirements. The Project Control System Description shall include:

- The baseline development process and the hierarchy of documents that shall be used to describe and maintain the Portsmouth D&D Project Performance Measurement Baseline (PMB) and each capital asset acquisition project PMB (see PMB below);
- The process the contractor intends to use for earned value management, change control, configuration control, interface control, and document control;
- The organizational breakdown structure, including roles and responsibilities of each major organization and identification of key management personnel; and
- A list of project software the contractor proposes to use for project control.

The contractor shall comply with the requirements of the Section I Clause, FAR 52.234-4, Earned Value Management System, and have, if not already third party certified, the EVMS evaluated against the ANSI standard by a qualified and independent third party. DOE will conduct a compliance review of the

contractor's proposed EVMS for compliance with ANSI/EIA-748 (current version) per DOE O 413.3A.

The contractor shall successfully gain EVMS certification within six (6) months of contract award. The EVMS will be validated by an independent third party post-award. Subsequent to the initial evaluation and certification, DOE may at any time conduct an EVMS surveillance review to verify continued compliance and certification. The contractor shall provide all necessary support to conduct the initial and any subsequent evaluations and completion of all corrective actions.

The contractor shall flow down EVMS requirements in accordance with the Section I Clause, FAR 52.234-4, Earned Value Management System.

The contractor shall support the establishment and maintenance of the Department of Energy Environmental Management Project Management Information System (EMPMIS) (Dekker® Platform) from which comprehensive, project-wide performance reports are generated.

Performance Measurement Baseline (PMB)

The PMB for the D&D Project baseline and each capital asset acquisition project is an integrated and traceable technical scope, schedule, and cost baseline. The contractor shall submit the D&D Project PMB to DOE for review and approval. Each capital asset acquisition project PMB is also subject to a validation review prior to acquisition executive approval of the DOE O 413.3A, Project Performance Baseline. The PMB shall include the following:

- Technical Scope. The following baseline documents shall be viewed collectively as the technical scope for the cost/schedule control system:
 - Contract PWS and other sections that define work scope and requirements;
 - Site Services and Interface Requirements Matrix;
 - WBS dictionary sheets required to a WBS level to be determined by DOE.
 - Schedule at a WBS level to be determined by DOE; and
 - Time-phased, life-cycle cost estimate at a WBS level to be determined by DOE.

The PMB shall comply with the following requirements:

- The scope, cost, and schedule shall be linked through utilization of the WBS provided by DOE or as otherwise approved by DOE. The WBS shall provide the structure for all project control system components, including estimating, scheduling, budgeting, and project performance reporting, as required under this contract. Control accounts within the WBS shall be identified.
- The baseline and management thereof shall comply with ANSI/EIA-748 (current version) Earned Value Management Systems (EVMS), DOE O 413.3A, Program and Project Management for the Acquisition of Capital Assets and associated guides.
- The schedule shall:
 - Include all significant external interfaces, all project milestones, regulatory documents and processes, other regulatory and Defense Nuclear Facility Safety Board (DNFSB) commitments, and Government-Furnished Services/Information (GFS/I) dependencies.
 - Be an integrated, logical network-based plan that correlates to the WBS and is vertically traceable to the EVMS control accounts. The schedule shall be capable of summarizing from control accounts to higher WBS levels.
- Any additional working level schedules deemed necessary by the contractor shall be integrated with the PMB and able to provide earned value reporting in compliance with ANSI/EIA-748 (current version), Earned Value Management Systems (EVMS).
- The cost estimate shall include project resource plans, detailed resource estimates, basis of estimates, budgetary requirements, and identification of direct costs, indirect costs, management reserve, and fee.
- The method used to determine earned value shall be identified for each control account.
- The baseline shall be accessible to DOE at any time through access to electronic files.
- The PMB shall integrate with
 - Financial system(s) for consistency and accurate reporting of information with traceability to budget and report codes;
 - DOE, Congressional, and external commitments.
- Performance milestones including contract performance incentives and other performance measures established by DOE.

- Have the ability to integrate PMB into the site wide life-cycle PMB that includes other site activities including UDS, USEC, infrastructure, and DOE activities.

The contractor shall develop and maintain an annual and multi-year PMB consistent with the "Near-Term Performance Baseline" and "Out-year Planning Estimate Range (OPER)" concept in which the near term, first five (5) fiscal years, is addressed in greater level of detail than the OPER in the following years. The PMB shall be developed to achieve review and validation of the Near-Term Performance Baseline and verification of reasonableness of the OPER by the DOE External Independent Review.

The contractor shall develop the Portsmouth D&D Project baseline in which the PMB is the major focus. The Portsmouth D&D Project baseline shall support DOE's budgeting and strategic planning process.

Performance Measurement Baseline Submittals

Prior to the completion of the contract transition period, DOE will provide work direction that will be in effect from initiation of the base period until DOE approval of the contractor's PMB submittal.

The contractor shall develop and submit the PMB.

The PMB shall include:

- Detailed technical scope, schedule, and budget for work to be performed.
- A working-level of detail for the current period through up to three fiscal years as directed by DOE to support submittal of the next budget, including sufficient detail to govern execution of the contract work scope for that period.
- A planning level of detail which starts with the next fiscal year and addresses contract work and the remaining Portsmouth D&D Project life-cycle, including sufficient detail to support budget submittals and out-year planning.
- Sufficient detail through the upcoming five year period to support DOE External Independent Review.

The PMB submittal shall include both hard copies and electronic files for the:

- WBS and WBS Dictionary Sheets at the level in which the costs are collected,
- Time-phased cost estimate at a WBS level to be determined post-award by DOE,
- Basis of estimate at a WBS level to be determined post-award by DOE, and

- Time-phased resource-loaded schedule at a WBS level to be determined post-award by DOE.

The contractor shall provide the WBS, WBS dictionary data, and basis of estimate data in either Microsoft Word[®] or Microsoft Access[®] format. Cost data shall be provided in Microsoft Access[®] or Excel[®] format and the schedule shall be provided utilizing the current version of Oracle's Primavera P6 Enterprise Project Portfolio Management[®] software unless agreed to otherwise by DOE.

The contractor shall provide additional data that may be required by the ETS contractor for development of the Portsmouth site-wide life-cycle baseline.

The contractor shall support DOE External Independent Review and Energy Systems Acquisition Advisory Board (ESAAB) review of the PMB.

Performance Measurement Baseline Change Control Process

The change control process shall be sufficiently rigorous and disciplined to ensure that the PMB is accurate, up-to-date and capable of providing meaningful data and information.

The contractor shall:

- Develop and submit for DOE approval, a Portsmouth D&D Project PMB change control process document with change authorities consistent with the approved Project Execution Plan and DOE O 413.3A Program and Project Management for the Acquisition of Capital Assets.
- Implement the change control process with the PMB used as the reference for all baseline changes.

The contractor's PMB change control process shall be consistent with the DOE change control process and shall reflect levels of approval for actions with DOE thresholds and any constraints on moving funds from one PBS to another.

Performance Reporting

The contractor shall submit a Monthly Performance Report representing the prior month's performance for each capital asset project and transmit it to DOE by the last Tuesday of each month.

The Monthly Performance Report shall be a written report that includes, but is not limited to, the following:

- Provide relevant and required data, information, and electronic files for input/upload into the DOE's Project Assessment and Reporting System (PARS) for each capital asset project.
- Program/Project manager narrative assessments.

- Significant accomplishments and progress towards completion of contract goals and objectives.
- Major issues including actions required by the contractor and DOE.
- Status and corrective actions from the previous month.
- Stated baseline schedule, which reflects progress against the baseline and includes variance discussion(s), and potential issues related to significant milestones;
 - Contract estimates-to-complete, Estimate at Completion (EAC) for each project; Total Estimated Cost (TEC) (including fee); and
 - Change control section that summarizes the scope, technical, cost, and/or schedule impacts resulting from any implemented actions; and that discusses any known or pending baseline changes and utilization of management reserve.
- Analysis of funds expenditure, with projections for the D&D Project by fiscal year and life of the contract, including Estimate to Complete (ETC)/EAC for “not to exceed funding” analysis.
- Evaluation of safety performance (including Integrated Safety Management System (ISMS) metrics and all recordable injuries, lost-time injuries, and near-misses).
- Evaluation of performance metrics for key services provided under this contract.
- Evaluation of the condition of infrastructure and utilities, including facilities, equipment, and systems.
- Risk Assessment including identification of critical risks, actions planned, and actions taken to address those risks, potential problems, impacts, and alternative courses of action, including quality issues, staffing issues, assessment of the effectiveness of actions taken previously for significant issues, or the monitoring results of recovery plan implementation.
- Actions required by DOE including GFS/I and DOE decisions.

The contractor shall participate in a monthly contract/project review and be prepared to address any of the information in the monthly report and other information as requested by DOE. A weekly contract or project status meeting shall be conducted at DOE request to provide interim updates and address issues.

The contractor shall prepare and submit the Annual Self Assessment Performance Report. The Annual Self Assessment Performance Report shall

include a comprehensive review of project performance that critically analyzes the overall status of the baseline, any key metrics, and cost. This review shall include overall narrative summaries, analysis of schedule trends and project float, critical path performance, analysis of critical manpower skills of other resources, budget and funding figures, and project risk updates. The Annual Self Assessment Performance Report may be used for the evaluation of the fee determination by DOE.

Risk Management

The contractor shall implement a risk management process and submit a Risk Management Plan to DOE for approval. The Risk Management Plan shall be in compliance with CRD O 413.3A, Program and Project Management for the Acquisition of Capital Assets; and EM policy guidance, Policies for Environmental Management Operating Project Performance Baselines, Contingency and Federal Risk Management Plans, and Configuration Control, dated July 10, 2006.

The Risk Management Plan shall:

- Specify the use of probabilistic risk analysis using Monte Carlo simulation at a 50% and 80% confidence level.
- Identify the engineering and technology needs that are required to reduce the risk and uncertainty associated with the program or project.
- Include Qualitative and quantitative analysis and mitigation plan: address scenario development, risk strategy, risk communication, risk analysis, risk schedule to indicate both when the risk may develop and be mitigated, and the recommended management reserve required to adequately address contractor-controlled risk.
- Include metrics to determine effectiveness.

The Risk Management Plan shall be updated and submitted with the Annual Self Assessment Performance Report. Risk and decision management activities shall be reviewed on a continuing basis with DOE and other Portsmouth site contractors. Contractor risk analysis information pertaining to "cross-cutting" decisions shall be communicated to DOE and other Portsmouth site contractors, including agreement as to who should have the risk management lead to mitigate identified risk.

C.2.7.3 Environment, Safety, Health, and Quality

The contractor shall take necessary actions to preclude serious injuries and/or fatalities; keep worker exposures and environmental releases as low as reasonably achievable below established limits; minimize the generation of waste; and maintain or increase protection to the environment and public and worker safety and health. The contractor shall be responsible for providing

medical services for its employees. Medical services include, but are not limited to, the ability to respond to first aid, accidents, injuries, and other incidents that require protection of the employee's health and safety (H&S) while performing work. The contractor shall provide technical support to DOE for annual reports to Congress on ES&H conditions. The contractor shall be responsible for providing personnel monitoring, H&S equipment and maintenance, dosimetry service, and other programs and services described below, except as indicated otherwise, to FSS and ETS contractors.

C.2.7.3.1 Integrated Safety Management System (ISMS)

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

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

C.2.7.3.2 Nuclear and Non-Nuclear Safety

Upon transition of the facilities from USEC to DOE, the contractor shall have processes in place to assume operation of nuclear category facilities, and utilize the existing Basis of Interim Operation (BIO). The contractor shall obtain DOE approval of the safety basis documents prior to assuming S&M of the facilities. The contractor shall develop and implement Documented Safety Analysis (DSA) for the D&D and remediation activities for nuclear and non-nuclear facilities. The contractor shall develop documented safety analysis and safety documentations in accordance with the DOE STD 1027 for the hazard category 1, 2, and 3 facilities.

The contractor shall comply with 10 CFR 830, Subpart B (referred to as the nuclear safety management rule) for category 1, 2, and 3 nuclear facilities and nuclear activities that are included in this PWS. The contractor shall develop and maintain safety basis documentation in accordance with the nuclear safety management rule. The contractor shall have programs and procedures that implement the requirements associated with the nuclear safety management rule.

C.2.7.3.3 Nuclear Criticality

The contractor shall implement a Nuclear Criticality Safety (NCS) program for hazard category 2 nuclear facilities that store, handle, and/or process fissile material. The NCS program shall be described in safety basis documents in accordance with 10 CFR 830, Nuclear Safety Management. The NCS program shall meet DOE O 420.1B, and implement the following standards including, but not limited to:

- DOE-STD-3007, Guidelines for Preparing Criticality Safety Evaluations at Department of Energy Non-Reactor Nuclear Facilities;
- DOE-STD-1134, Review Guide for Criticality Safety Evaluations, American National Standards Institute (ANSI)/American Nuclear Society (ANS)-8.3-1997, Criticality Accident Alarm System;
- DOE-STD-1158, Self Assessment Standard for DOE Contractor Criticality Safety Programs;
- DOE O 5480.20A, Personnel Selection, Qualification and Training Requirements for DOE Nuclear Facilities; and
- ANSI/ANS-8.3-1997.

C.2.7.3.4 Radiation Protection, Radiological Site Services

The contractor shall develop and maintain its own Radiation Protection Program for DOE approval or adopt an existing DOE approved Radiation Protection Program. If the contractor develops its own Program, it shall be compliant with 10 CFR 835.

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

RSS includes, but is not limited to, the following components: the Portsmouth External Dosimetry Program (PEDP), the Portsmouth Internal Dosimetry Program (PIDP), the Portsmouth Radiological Instrumentation Program (PIRP), and the Portsmouth Radiological Records Program (PRRP).

C.2.7.3.5 Industrial Hygiene

The contractor shall perform work in accordance with 10 CFR 851. The contractor's safety program shall include the appropriate hazard

analyses, work permits (as applicable), industrial hygiene monitoring, and trained safety specialists. The contractor shall manage and perform work in accordance with a documented safety management system.

C.2.7.3.6 Quality Assurance/Quality Control

The contractor shall implement a DOE-approved Quality Assurance Program (QAP) in accordance with the EM Quality Assurance Program, EM-QA-001, prior to commencement of work affecting nuclear safety. The EM QAP provides the basis to achieve quality across the EM complex for all mission-related work while providing a consistent approach to Quality Assurance (QA).

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

Contractors have three options for complying with this contract requirement:

1. Develop and submit for DOE approval a new QAP;
2. Adopt the prior contractor's DOE-approved QAP; or,
3. Modify the prior contractor's DOE-approved QAP and submit it for DOE approval.

Development of a new QAP, or adoption of an existing or modified version of a QAP from a prior contractor, does not alter a contractor's legal obligation to comply with 10 CFR 830, other regulations affecting quality assurance (QA) and DOE Order 414.1C.

The contractor's QAP shall describe the overall implementation of the EM QA requirements and shall be applied to all work performed by the contractor (e.g., research, design/engineering, construction, operation, budget, mission, safety, and health).

The contractor shall develop and implement a comprehensive Issues Management System for the identification, assignment of significance category, and processing of nuclear safety-related issues identified within the contractor's organization. The significance assigned to the issues shall be the basis for all actions taken by the contractor in correcting the issue from initial causal analysis, reviews for reporting to

DOE, through completion of Effectiveness Reviews if required based on the seriousness of the issue.

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

C.2.7.4 Regulatory Compliance and Permits

The contractor shall:

- Establish and document an environmental program that is compliant with all applicable laws, regulations, and DOE directives (including DOE O 450.1, Environmental Protection Program); and
- Comply with all existing regulatory agreements and permits and renew existing permits and/or obtain new permits as necessary in accordance with the Section H clauses, Allocation of Responsibility and Liability for Contractor and United States Department of Energy, and Environmental Responsibility.

The contractor shall comply with the following:

- State of Ohio Consent Decree issued in August 1989, as amended (Civil Action Case #C2-89-732);
- USEPA Region V Administrative Order issued by Consent, under the authority of Section 3008(h) of RCRA, as amended (1989, 1997, and 1998);
- 40 CFR 300: National Oil and Hazardous Substances Pollution Contingency Plan;
- 40 CFR 302: Comprehensive Environmental Response, Compensation and Liability Act (CERCLA);
- 42 U.S.C. Section 6928(h) and 106 (a) of CERCLA, as amended;
- 42 U.S.C. Section 9606(a), September 1989 (amended in 1994 and 1997, Docket #OH7 890 008 983);
- TSCA Federal Facilities Compliance Agreement, 1992, as amended;
- RCRA Part B Storage Permit, August 1995;
- Director's Final Findings & Orders for the Integrated Units (IGWMP and S&M Plan), 2007;
- Director's Final Findings & Orders for the Site Treatment Plan, 1995; and
- Director's Final Findings & Orders for DUF6 (for small cylinders), 2005.

- Any other statutory or regulatory documents including, but not limited to, other applicable environmental laws, regulations, agreements, orders, permits, or consent decrees.

C.2.7.5 Sampling, Analysis, and Data Management

An RCRA Facility Investigation (RFI) has been conducted for the Portsmouth site. The contractor shall review the existing data and evaluate further data requirements for additional characterization in preparation for D&D and remediation of the work described in the PWS.

The contractor shall:

- Collect, evaluate, and manage the characterization data, including performing sampling and analysis of all media, managing samples and analytical data, and validating analytical data; and
- Perform all activities per the appropriate regulatory requirements to ensure the project objectives are met including, but not limited to:
 - Chain of Custody,
 - Data Quality Objectives,
 - Sampling and analytical methods, and
 - Sample Analysis, data management, and reports.

C.2.7.6 Environmental Monitoring and Reporting

The contractor shall perform activities required for environmental monitoring and reporting for the Portsmouth D&D Project. The contractor shall perform monitoring, reporting, tracking, trending, and evaluation of enforcement and compliance activities associated with environmental media. The contractor shall prepare environmental permits, licenses and applications. In compliance with the regulatory agreements, the contractor shall implement environmental monitoring programs, including sampling and analysis, reports, maintenance, repair, and operation of all CO assigned monitoring systems and stations. In addition, consistent with the DOE O 231.1A, Environment, Safety and Health Reporting and DOE 5400.5, Radiation Protection of the Public and Environment, the contractor is responsible for collecting, compiling, and/or integrating data, reporting and documentation of environmental media obtained from operations and other activities to develop and submit the Annual Site Environmental Report (ASER) and the annual NESHAP report.

C.2.7.7 Security

The contractor shall implement the security program developed by the FSS contractor. The contractor shall coordinate and interface with the FSS contractor to ensure compliance with the security program requirements (see Section J, Attachment 7). The FSS security program includes, but is not limited to, Portsmouth Site Security Plan, Security Management Plan per DOE M 470.4-1, Safeguards and Security Program Planning and Management and Design Basis Threat (DBT) Policy per DOE O 470.3 and the Contract Security Classification

Specification (CSCS) (DOE Form 470.1) attached to this contract (Section J, Attachment 14).

C.2.7.8 Cyber Security

The Cyber Security Program and implementation of the program is provided by the FSS contractor. The contractor shall support the FSS contractor in complying with DOE N 205.1, Department of Energy Cyber Security Management Program and 206.4, Personal Identity Verification Program, which includes, but is not limited to, classified cyber security, unclassified cyber security, and telecommunications security.

C.2.7.9 Records Management and Document Control

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

The contractor shall be responsible for developing and maintaining sound document control systems and processes ensuring efficient tracking and retrieval of documents and information.

The contractor shall support DOE compliance with the Freedom of Information Act (FOIA), Energy Employees Occupational Illness Compensation Program Act of 2000 (EEOICPA) and litigation discovery efforts including document scanning and records retrieval from on-site storage facilities.

C.2.7.10 External Affairs

C.2.7.10.1 External Affairs

External Affairs includes information and involvement programs to reach diverse external parties interested in the Portsmouth site (e.g., Tribal Nations, stakeholders, news media, elected officials and their staffs, local community officials and the public) with the status, challenges and objectives of the cleanup work. For all external constituencies, the contractor shall anticipate specific areas of concern, interest, or controversy, and employ appropriate communication strategies that inform and involve.

The contractor shall submit an External Affairs Program Description for DOE approval that provides a comprehensive description of the External Affairs Program, staffing, products and services, with an emphasis on innovative approaches to communications.

The DOE retains the primary role in directing the timing, substance and form of public information and must approve all products and outreach.

For activities within the contract scope, the contractor shall:

- Maintain effective interactions with local, regional, national and international news media. Provide information and/or resources as requested in support of DOE media interactions.
- Work with DOE to inform and involve the Tribal Nations as part of cleanup decision making processes, in accordance with the DOE American Indian and Alaska Native Tribal Government Policy and implementation guidance. Support and coordinate with DOE on the ongoing technical-staff interactions to ensure that affected tribes can be involved early and often in proposed plans and activities.
- Inform and involve the public, citizens advisory boards, and other interested parties in proposed plans and activities. Provide strategy and resources for required public comment and outreach processes related to upcoming decision making (e.g., RCRA and CERCLA).
- Reach out to the communities affected by the Portsmouth site to provide information, answer questions, and gain feedback.
- Participate in tour planning and preparation, and make facilities and personnel available as requested by DOE. Visits to the project sites shall be part of ongoing communication and outreach activities.
- Provide ETS contractor with current information related to the contract scope to maintain the external Portsmouth website.
- Participate in meetings and briefings to update interested external parties on contract activities when requested by DOE.
- Provide ongoing support to DOE in the preparation of communication materials, such as presentations, fact sheets, specialized graphics and charts, large posters, and up-to-date photography.
- Provide support for a 24-hour per day, 7-days per week, capability to staff the communication functions/positions of the Portsmouth Emergency Operations Center within 60 minutes of receipt of notification from the Occurrence Notification Center of a Portsmouth site emergency.

C.2.7.10.2 External Review and Support

External Review and Support to DOE involves providing support during audits and assessments by entities having oversight responsibility for DOE Portsmouth D&D Project and its contractors. These entities include:

- Defense Nuclear Facilities Safety Board (DNFSB);
- Government Accountability Office (GAO);
- DOE Office of Inspector General (OIG); and

- Other governmental and DOE organizations.

The contractor shall support the DOE Portsmouth site, DOE-PPPO, and the ETS contractor in hosting staff from auditing and assessing organizations, providing required presentations, responding to information requests, and providing required subject matter experts to respond to questions and information requests.

The contractor shall:

- Support DOE in interfacing with DNFSB oversight activities by:
 - Providing support for the preparation of DOE responses to DNFSB issues and recommendations that affect contract scope.
 - Cooperating with the DNFSB and providing access to work areas, personnel, and information, as necessary.
 - Maintaining a document process in accordance with the CRD M 140.1-1B, Interface with the DNFSB (or current version).
- Support DOE in interfacing with GAO, OIG, and other governmental and DOE oversight activities by:
 - Cooperating with assessors and auditors, and providing access to work areas, personnel, and information.
 - Providing support during audits and assessments, including delivering information within a specified time, arranging briefings, preparing presentation materials, maintaining a record of documents provided in response to requests, and making this record available to DOE-PPPO as requested.
- Provide knowledgeable single points-of-contact for each of the following:
 - DNFSB; and
 - OIG, GAO, and other assessing governmental and DOE oversight organizations (including the DOE Office of Enforcement).

C.2.7.11 Real and Personal Property Management

The contractor shall be responsible for the tracking of the assigned real and personal property under the contract including high-risk material and equipment consistent with the 41 CFR 101, 109, DOE O 580.1-1, and other applicable regulations, promulgating specific policies, practices, and procedures.. The contractor shall conduct property inventories and provide input to the FSS contractor who will be responsible for the administration of the Facility Information Management System (FIMS) and Property Information Database System (PIDS).

The contractor shall be responsible for a sound vehicle and equipment fleet management. The contractor shall coordinate and interface with the FSS

contractor in compliance with regulations and guidelines as set forth by the DOE, General Services Administration, and federal property management regulations. The FSS contractor is responsible for site wide fleet management program.

C.2.7.12 Asset Recovery and Recycling

The contractor shall recover, store, and manage all scrap metal and materials in accordance with DOE Orders, policies, and other Federal regulations, including requirements on unrestricted release (See Note below). Classified scrap metal and materials shall be handled in accordance with DOE security requirements. In the event a decision is made by DOE, the contractor may be directed in processing the classified scrap metal and materials to render them unfit for their intended uses.

In the event a decision is made by DOE, the contractor shall re-use, recycle, and/or dispose of scrap metal and materials outside the radiological area, in accordance with all DOE Orders, policies, federal statutes, and regulations.

In the event a decision is made by DOE, the contractor shall re-use, recycle, and/or dispose of scrap metal and materials inside the radiological area, in accordance with relevant DOE Orders, policies, federal statutes, and regulations, including regulatory and administrative requirements for controlled radiological use.

The contractor shall not release for unrestricted use any scrap metal from DOE radiological areas into commerce in accordance with the July 2000 (Memorandum of "Release of Surplus and Scrap Materials", from Secretary Bill Richardson, dated July 13, 2000) suspension prohibiting unrestricted release for recycling. Also, in accordance with the January 2000 (Press Release "Energy Secretary Richardson Blocks Nickel Recycling at Oak Ridge", dated January 12, 2000) moratorium instituted by the Secretary of Energy, the contractor is prohibited from unrestricted release of volumetrically-contaminated metal into commerce. The contractor shall comply with DOE policies that are developed to address or update the suspension or the moratorium. In the event a decision is made by DOE to develop a plan to re-use or recycle the Portsmouth nickel, compliance with the National Environmental Policy Act (NEPA) is required. Future generation of contaminated nickel at Portsmouth is not covered in the scope of the Environmental Assessment (EA) for disposition of existing inventory of scrap nickel stored at the Oak Ridge and Paducah sites.

C.2.7.13 Pension and Benefit Administration

The contractor shall become a participant in the Bechtel Jacobs Company, LLC (BJC) Multi-Employer Pension Plan (MEPP), the BJC Multiple Employer Welfare Arrangement (MEWA), and other existing benefit plans. The requirements associated with this responsibility are set forth in Section H.5, Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits.

C.3 Government-Furnished Services and Information (GFS/I)

Government furnished properties and services/items are provided in Section J, Attachments 3 and 12.

DOE is committed to providing effective support to the contractor throughout the period of contract performance, and the contractor may request that DOE consider providing additional GFS/I. To manage the GFS/I to be furnished under the contract and to evaluate the additional GFS/I that may be required by the contractor, the contractor shall submit for DOE approval:

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

DOE will review the 12-month and quarterly advance projections. If it is determined to be in the best interest of the Government, DOE will notify the contractor within 30 days that the additional contractor-requested GFS/I can be provided, and will provide the contractor details regarding the DOE action(s). The supported GFS/I will be added to the Section J Attachment, Government-Furnished Services and Information (GFS/I), as a DOE commitment to the contractor.

If DOE cannot support a contractor request, DOE will notify the contractor within 30 days that the requested GFS/I cannot be provided, and there will be no DOE commitment to the contractor to furnish the GFS/I.

For the additional contractor requested GFS/I, DOE will use its best efforts to meet these requests; however, in the event that DOE is unable, for any reason, to provide the contractor with its requested additional GFS/I, the contractor remains fully and solely responsible for obtaining the needed services and/or information in a timely manner and without any further recourse against DOE.

C.4 Summary of Contract Deliverables

Table C-2, Summary of Contract Deliverables, summarizes the specific products the contractor shall submit to the DOE, the type of action DOE will perform, and the date/timeframe that the contractor is required to submit the product.

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

- Approve – The contractor shall provide the deliverable to DOE for review and approval. The contractor is responsible for obtaining DOE approval. The initial

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

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

Table C-2, Summary of Contract Deliverables does not include all required deliverables identified in other applicable sections of the contract, DOE directives, federal regulations, or regulatory documents. The contractor shall be responsible for the compliance with all applicable standards, orders and regulations under the contract.

TABLE C-2: SUMMARY OF CONTRACT DELIVERABLES

	Deliverable Reference	Deliverable	DOE Action	Deliverable Due Date⁵
1.	C.2.1	Executive Summary	Review and Concurrence	Within 24 hours of contract award
2.	C.2.1	Contract Transition Plan including a Communication Plan	Approve	5 days after contract award
3.	C.2.1	Initial Annual Work Plan	Approve	5 days after award
4.	C.2.1	Transition Agreements: beginning and end of the contract period.	Information	90 days after award and 120 days prior to the end of contract
5.	C.2.1	Transition Status Report	Information	Weekly during transition periods (beginning and end)
6.	C.2.2	Surveillance and Maintenance and Facility Stabilization Program and Plans	Approve	90 days after contract award

⁵ All days refer to calendar days.

	Deliverable Reference	Deliverable	DOE Action	Deliverable Due Date⁵
7.	C.2.2 and C.2.3	Optimization and re-routing of Utilities Plans	Approve	As required
8.	C.2.3	D&D Implementation Plans	Approve	90 days prior to the initiation of D&D activities
9.	C.2.3	D&D Completion Report	Approve	60 days after completion of D&D activities
10.	C.2.4.2	Soil characterization sampling and analysis plans	Approve	90 days prior to activity
11.	C.2.4.2	Soil Remediation Excavation and Restoration Plan	Approve	90 days prior to the initiation of excavation
12.	C.2.4.2	Soil Remediation Excavation Completion Report	Approve	60 days after completion of restoration
13.	C.2.4.3	Update to Integrated Groundwater Monitoring Plan (IGWMP)	Approve	As required
14.	C.2.4.3	Annual Report on Ground Water Well Maintenance	Approve	60 days after annual evaluation period
15.	C.2.5	Portsmouth Waste Management Plan	Approve	90 days after contract award and update as required
16.	C.2.5.1	Portsmouth Site Treatment Plan	Approve	As required
17.	C.2.5.2	Packaging and Transportation Plans	Approve	90 days after contract award and update as required
18.	C.2.5.3	Summary Reports on waste stream life cycle projections planned for disposal facilities	Information	90 days after contract award and update as required
19.	C.2.5.3	Waste Disposal Plan	Approve	90 days after contract award

	Deliverable Reference	Deliverable	DOE Action	Deliverable Due Date⁵
20.	C.2.5.4.1	Preliminary Design Package for OSWDF [*]	Approve	TBD
21.	C.2.5.4.1	Final Design Package for OSWDF ^{**}	Approve	TBD
22.	C.2.5.4.1	Construction procurement package	Approve	TBD
23.	C.2.5.4.2	OSWDF Construction Completion Report ^{**}	Approve	TBD
24.	C.2.5 and other applicable sections of the PWS	Startup and Operations Plans and Reviews ^{**}	Approve	As required
25.	C.2.6	Nuclear Material Controls and Accountability Plan/Program	Approve	90 days after contract award and update as required
26.	C.2.7	Contract Close-out Plan	Approve	6 months prior to contract expiration date
27.	C.2.7.1	Master Plan	Approve	90 days after contract award and update and maintain as necessary
28.	C.2.7.1	Long Term Stewardship Plan	Information	TBD
29.	C.2.7.1, and other applicable sections of PWS	CERCLA and RCRA Documents (RI/FS, ROD, RD/RA, RFI, CMS, CMI, CA) and other project regulatory documents	Approve	As required
30.	C.2.7.1.3	Facility Transfer Process Plan	Approve	90 days after award of contract and update as required
31.	C.2.7.1	Updates to Services and Interface Requirements Matrix	Information	As required

	Deliverable Reference	Deliverable	DOE Action	Deliverable Due Date⁵
32.	C.2.7.2	Commitments and Leases: Reporting of operating and capital leases, and commitments.	Approve	3 rd Quarter and Yearend
33.	C.2.7.2	Project Execution Plan (including Project Control Systems Description): can be submitted with the Baseline submittal	Approve	120 days after award of contract and update as required
34.	C.2.7.2	EVMS Certification Plan	Approve	With proposal and updates as required
35.	C.2.7.2	Performance Measurement Baseline with outyear planning package including WBS dictionary	Approve	120 days after award of contract
36.	C.2.7.2	Baseline Change Proposal Log	Information	Monthly
37.	C.2.7.2	Annual Work Plan	Approve	Annually
38.	C.2.7.2	Risk Analysis and Management Plan (initial submittal with the Baseline)	Approve	Monthly for risk analysis and in accordance with the Baseline Management and Change Control process.
39.	C.2.7.2	Financial Accounting and Reporting/Cost Management Report	Approve	Monthly
40.	C.2.7.2	Contract Performance Report/Monthly Performance Report	Information	Monthly
41.	C.2.7.2	Budget Allocation Plan	Information	Annually and as required
42.	C.2.7.2	Incurred Cost Proposal: Annual submission of costs incurred.	Approve	Annually

	Deliverable Reference	Deliverable	DOE Action	Deliverable Due Date⁵
43.	OMB Circular 123	Federal Managers Financial Integrity Act Report (FMFIA) Report	Approve	Annually
44.	C.2.7.3 and Section I Clause, DEAR 970.5223-1	Integrated Safety Management Systems Program and Plans (H&S, Environmental Safety, Emergency, etc.)	Approve	90 days after contract award
45.	C.2.7.3	Site Emergency Plan (integrated with USEC) and updates	Approve	90 days after contract award and as changes occur
46.	DOE O 151.1C	Emergency Planning Hazards Assessment and Hazard Survey	Approve	Tri-annually or as changes occur
47.	C.2.7.3	Documented Safety Analysis and Safety Basis Documentations	Approve	90 days after contract award and as changes occur
48.	C.2.7.3	Nuclear Criticality Safety program (and required plans)	Approve	90 days after award of contract and as required
49.	C.2.7.3	Radiation Protection Program and required plans	Approve	90 days after award of contract and as required
50.	C.2.7.3	Radiological Site Services Program and required plans	Approve	90 days after award of contract and as required
51.	C.2.7.3	Non-Conformance Reports and Incident Reports (e.g. Injury/illness/accident reports)	Approve	As specified in applicable DOE Order
52.	DOE O 150.1	Continuity of Operations Plan or Business Recovery Plan and updates	Approve	90 days after contract award and as changes occur
53.	C.2.7.3	Quality Assurance Plan	Approve	90 days after award of contract and as required.
54.	C.2.7.6	Annual Site Environmental Report (ASER) (including annual summary of	Approve	Annually

	Deliverable Reference	Deliverable	DOE Action	Deliverable Due Date⁵
		radionuclide air emissions)		
55.	C.2.7.7	Safeguards and Security Program and plans	Information	90 days after award of contract and as required
56.	C.2.7.9	Records Management Plan including Document Control Systems and Processes	Information	90 days after award of contract
57.	C.2.7.10	External Affairs Program Description	Information	90 days after award of contract
58.	C.2.7.11	Property Management System and Maintenance Implementation Plan and updates	Information	90 days after award of contract and as changes occur
59.	C.3	Government-Furnished Services and Information Request and Updates	Approve	Quarterly as required
60.	H.37	Portsmouth Site Community Commitment Plan	Information	Updates annually
61.	H.25(a)	Litigation Management Plan	Approve	90 days after award of contract
62.	G.6	Submission of Invoices	Approve	Monthly
63.	H.4	Human Resources Compensation Plan	Approve	Within 90 days of award and prior to any major program design changes
64.	H.4	Employee Benefits Value Study (Ben-Val)	Approve	Every 2 years
65.	H.4	For each pension plan or portion of a pension plan for which DOE reimburses costs: - Copies of IRS forms 5500 with schedules - Copies of all forms in the 5300 series that document the establishment, amendment, termination,	Information	Within 9 months of last day of current pension year

	Deliverable Reference	Deliverable	DOE Action	Deliverable Due Date⁵
		spin-off, or merger of a plan		
66.	H.10	Overtime Control Plan	Approve	As required
67.	H.10	Semiannual Report on Overtime Use	Information	As required
68.	H.4	Collective Bargaining Agreements	Information	24 hours after conclusion of negotiation
69.	H.4	Report of Settlement	Information	30 days after settlement of collective bargaining agreement negotiations. Report to be entered electronically into the Work Force Information System (WFIS)
70.	H.6	Final Workforce Transition Plan	Approve	30 days after contract award
71.	H.6	Transition Agreements in compliance with H.3 a. Description of Transition Agreements b. Draft Transition Agreements c. Final Transition Agreements	Approve	a. Within 10 days after award b. 30 days after contract award c. Within 60 days after contract award
72.	H.6	Written Communication Plan (details communication that contractor and its subcontractors will engage in with Portsmouth contractors regarding Implementation of Hiring Preferences)	Approve	Within 10 days after contract award
73.	H.6	Draft Workforce Transition Plan for contractor and its 1 st and 2 nd Tier Subcontractors	Information	Within 15 days after award
74.	H.6	Written Communication Plan with Employees – Hiring Preferences (LPP	Information	Within 15 days after award

	Deliverable Reference	Deliverable	DOE Action	Deliverable Due Date⁵
		Incumbent, TPMC, UDS, and USEC)		
75.	H.6	Implementation of Hiring Preferences Reports	Information	a. Weekly basis during the 90 day Contract Transition Period b. Biweekly during the remainder of the six-month Workforce Transition Period c. After the Workforce Transition Period, within timeframes as requested by CO.
76.	H.6	Written description of process for obtaining information from USEC, TPMC, and UDS regarding employees at risk of being involuntarily separated	Information	Within 6 months after contract award
77.	H.6	Draft Benefits Transition Plan	Information	Within 20 days after contract award
78.	H.6	Final Benefits Transition Plan	Information	Within 30 days after contract award
79.	H.6	List of Personnel Responsible for Benefit Plans	Information	Within 10 days after contract award
80.	H.6	Estimated Costs for Workforce and Benefits Transition	Information	Within 10 days after contract award
81.	H.6	Provide list of information and documents contractor has requested from BJC and Portsmouth contractors pertaining to transition of the BJC MEPP and MEWA and other existing benefit plans	Information	Within 15 days after contract award
82.	H.6	Provide detailed description of plans and processes for	Information	Within 20 days of contract award

	Deliverable Reference	Deliverable	DOE Action	Deliverable Due Date⁵
		ensuring compliance with H.4(E) and H.5(B)		
83.	H.6	Meeting with those who administer the benefit plans for LPP Incumbent Contractor and BJC Submit Meeting Minutes to CO	Information	Within 20 days of contract award Within 2 days after the meeting
84.	H.6	Draft Contractor Employee Compensation Plan Final Version	Information Approve	Within 45 days after contract award
85.	H.6	Drafts of all amendments to or restatements of the pension and other benefit plans presently sponsored by BJC and the LPP Incumbent Contractor Final Version	Information Approve	Within 45 days after contract award No later than 60 days after contract award
86.	H.6	Drafts of any new benefit plans(s) as well as draft Summary Plan Descriptions the contractor proposes to sponsor Final Version	Information Approve	Within 45 days after contract award No later than 60 days after contract award
87.	H.6	Draft Copies of Transition Agreements with BJC and Portsmouth contractors to ensure compliance with H.4 and H.5	Information	Within 45 days after contract award
88.	H.9	Workforce Restructuring Plan	Approve	As required – In advance of work force restructuring

	Deliverable Reference	Deliverable	DOE Action	Deliverable Due Date⁵
				actions
89.	H.3 and H.4	Monthly, end of year and upcoming fiscal year head counts (including salary range, years of service, job classification, grandfather status)	Information	As required
90.	H.4	Report of Compensation	Information	Semi-annually on April 15 th and October 15 th
91.	H.4	Compensation Increase Plan	Approve	Annually – Two weeks prior to beginning of salary plan year
92.	H.4	Application for Contractor Compensation Approval	Approval	30 days after contractor award for top five highly compensated and thereafter for any proposed changes in compensation
93.	H.4	Report of Contractor Expenditures for Employee Supplementary Compensation	Approval	Annually by March 1 st - Data to be entered electronically into Workforce Information System (WFIS)
94.	H.4	Contractor Salary-Wage Increase Expenditure Report	Information	30 days after end of Salary Plan year
95.	H.4 and H.5	Contractor Benefit Programs	Approve	30 days after contract award and prior to any major program changes
96.	H.8	Workplace Substance Abuse Program	Approve	30 days after contract award
97.	H.8	Substance Abuse Program Results and Reports for Lower Tier Subcontractors	Information	Semi-Annually on January 30 th and July 30 th
98.	H.34	Davis-Bacon Semi Annual Report of Enforcement	Information	Semi-Annually on April 15 th and October 15 th
99.	H.9	Advance Notification of	Approval	Notification of no less than 30 days prior to planned

	Deliverable Reference	Deliverable	DOE Action	Deliverable Due Date⁵
		Involuntary separations		involuntary separation of employees
100.	H.8	Incentive Plan (if Established)	Approval	Prior to implementation
101.	H.8	Employee Assistance Program Plan	Approval	30 days after contract award
102.	H.40	Standard Form (SF) 294, Subcontracting Reports for Individual Contracts (Electronic Submittal)	Approve	Semi-Annually
103.	H.40	Standard Form (SF) 295, Summary Subcontract Reports (Electronic Submittal)	Approve	Annually
104.	H.41	Parent Organization Support Plan (POSP)	Approve	30 days after contract award or 60 days prior to work commencement, and 90 days prior to start of each year of contract performance.
105.	Federal Financial Accounting Standards (SFFAS) No. 6	Deferred Maintenance Disclosure Forms: Reporting of deferred maintenance on personal property.	Approve	Year-end
106.	DOE O 430.1B Chg.1	Energy Consumption Report	Information	Quarterly
107.	DOE O 5480.19	Conduct of Operations	Approve	90 days after contract award and as required
108.	DOE Financial Statement	Commitments and Leases	Information	Third quarter and year end
109.	H.38(F)	Report of first tier subcontractor in CCR	Approve	No Later than Date First Report is Due
110.	H.42	Uranium Transfer Plan	Approve	30 days after contract award

	Deliverable Reference	Deliverable	DOE Action	Deliverable Due Date⁵
Notes				
<ul style="list-style-type: none">• Preliminary design activities for a potential on-site disposal facility are to be prepared to support the project waste disposition evaluations.• **On-site disposal cell development activities will not be conducted if an on-site cell is not approved through the regulatory review and approval process.				

PART I – THE SCHEDULE

SECTION D

PACKAGING AND MARKING

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D.1 PACKAGING

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

D.2 MARKING

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

D.3 SECURITY REQUIREMENTS

The contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials as prescribed by applicable U.S. Department of Energy (DOE) safeguards and security directives.

PART I – THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

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E.1 DOE INSPECTION AND ACCEPTANCE

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

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

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

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

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

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

- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) Unless otherwise specified in the Contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.
- (f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph (h) of this clause, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced or

corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

- (g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may—
 - (i) By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fixed fee paid or payable under the contract;
 - (ii) Require delivery of undelivered supplies at an equitable reduction in any fixed fee paid or payable under the contract; or
 - (iii) Terminate the contract for default.
- (2) Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.
- (h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the nonconformances are due to—
 - (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (i) This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.
- (j) The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery, except as provided in this clause or as may be otherwise provided in the contract.
- (k) Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

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

- (a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to

the Government during contract performance and for as long afterwards as the Contract requires.

- (c) The Government has the right to inspect and test all services called for by the Contract, to the extent practicable at all places and times during the term of the Contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may:
 - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce any fee payable under the Contract to reflect the reduced value of the services performed.
- (e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may:
 - (1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or
 - (2) Terminate the Contract for default.

PART I – THE SCHEDULE

SECTION F

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F.1 PERIOD OF PERFORMANCE

- (a) The Period of Performance of this contract includes:
- (1) Contract Transition Period – A 90-day period for transition of work from the existing Portsmouth DOE contractor(s). If necessary, the Contracting Officer (CO) may direct a change in the contract transition period;
 - (2) Base Period – Five (5) year performance period; and
 - (3) Option Period (if exercised) – The option contract period, if exercised, shall extend the term of the contract from the end of the base contract period for a period of five (5) years in accordance with the Section I clause, Option to Extend the Term of the Contract.
- (b) The maximum period of performance for the contract including the option period, shall not exceed ten (10) years plus the time allotted for the contract transition period, unless the CO authorizes continuing services in accordance with Section I clause, FAR 52.217-8, Option to Extend Services.

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance of this contract is the Portsmouth site, near Piketon, Ohio, and other facilities as directed by the CO.

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

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allowable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Termination Clause of this Contract.

- (b) If a stop-work order issued under this Clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the Contract that may be affected and the Contract shall be modified, in writing, accordingly, if:
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allowable to, the performance of any part of this Contract; and
 - (2) The Contractor asserts a claim for the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim asserted at any time before final payment under this Contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

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SECTION G

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G.1 CONTRACT ADMINISTRATION

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

Robert J. Bell, Contracting Officer
U.S. Department of Energy
Portsmouth/Paducah Project Office
1017 Majestic Drive, Suite 200
Lexington, KY 40513

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

William Murphie, Contracting Officer's Representative
U.S. Department of Energy
Portsmouth/Paducah Project Office
1017 Majestic Drive, Suite 200
Lexington, KY 40513

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

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

Direct Mail Address:

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

Express Courier Address:

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

G.2 CORRESPONDENCE PROCEDURES

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

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

G.3 MODIFICATION AUTHORITY

Notwithstanding any of the other provisions of this contract, a CO shall be the only individual on behalf of the Government authorized to:

- (a) Accept non-conforming work;
- (b) Waive any requirement of this contract; or
- (c) Modify any term or condition of this contract.

G.4 REPRESENTATIONS AND CERTIFICATIONS

The Representations, Certifications, and Other Statements of Offerors, submitted with the contractor's offer, are hereby incorporated into this contract by reference.

G.5 CORRESPONDENCE, REPORTS, AND DELIVERABLES

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

- (a) The contractor shall ensure that all correspondence, reports, and data deliverables are as follows:
 - (1) Legible and sequentially numbered; and
 - (2) Written in clear, concise English.

- (b) The contractor shall prepare transmittals as follows:
- (1) Title page or cover sheet that identifies the contract by number, author, deliverable(s) (including deliverable item number or report requirement), and date; and
 - (2) Text on standard 8 ½" x 11" letter size paper (one-way foldouts or larger sizes may be included with report text).
- (c) The contractor shall submit correspondence, reports, and deliverables as follows:
- (1) All correspondence, deliverables, and reports shall be submitted in electronic format (i.e., searchable PDF and original soft copy) to the CO or designee for uploading to the DOE automated records system (i.e., Livelink) and in hard copy as required and/or requested.;
 - (2) Electronically authorize/sign all correspondence, deliverables and reports and forward all submittals to DOE-PPPO for input to Livelink;
 - (3) All electronic files shall be editable and have all functions normally available in the software in which the data were originally generated. The contractor shall also provide a list of the electronic files that are being provided, along with a designation of the software used. The submission shall also state which contract deliverable, when appropriate, is being met through submission of the correspondence. In the event the contractor uses an internal proprietary software package, a copy of the software shall be provided to DOE.
- (d) The contractor shall develop and implement configuration control over all electronic correspondence files, including a correspondence numbering system. The contractor shall maintain configuration control over changes to information provided by DOE or Government contractors, including but not limited to drawings, specifications, electronic files, letter reports, calculations, analysis reports, etc., as appropriate, using the contractor's established policies and procedures that are in compliance with all National Archives and Records Administration and DOE requirements. The contractor shall assign its own identifying number to information that it either creates or changes.

G.6 SUBMISSION OF VOUCHERS/INVOICES

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

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

- (a) Logon to VIPERS
- (b) Request Access

- (c) Vendor Banking Data Form
 - (d) Registration
 - (e) Invoice Status
 - (f) Electronic Invoicing
- (b) Cost Invoices. The contractor shall submit invoices (Standard Form 1034 located at <http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType=SF>) in accordance with the FAR payment clause in Section I of the contract. The contractor may submit cost invoices, with supporting documentation, no more than twice monthly. However, upon transfer of the UF6, the contractor shall immediately begin offsetting the credit for the assigned value of UF6 by the services performed. The contractor is required to submit Project Performance Reports (PPR) on a monthly basis reconciled to the invoice(s) submitted for payment. The PPR period must match that of the invoice period(s) and must be received by DOE at the same time as the submission of the final monthly invoice.
- (c) Fee Invoices. The contractor may submit invoices for semi-annual fee payments based on DOE's fiscal year calendar concurrent with the PPRs. Fee payment(s) will be made after the CO determines whether adjustments/reductions are necessary.
- (d) Any basis for invoice withholding, adjustment or reduction which is discovered after payment will be corrected on subsequent invoices. If the Government discovers such defects, the CO will notify the contractor in writing. The CO's written notification will explain the nature of the basis for withholding, adjustment, or reduction, as well as specify the dollar amount of the withholding, adjustment or reduction.
- (e) Nothing in this provision shall affect the rights of either the Government or the contractor under the Section I clause, FAR 52.232-25, Prompt Payment, of this contract. The Government may notify and/or initiate withholding, adjustment, or reduction any time prior to final payment under this contract.
- (f) In addition to the electronic invoice submission required in G.6(a), the contractor shall submit one copy of the invoice(s), including all supporting documentation to the CO, COR, and DOE-PPPO Budget Analyst. The mailing address for the Budget Analyst is:

United States Department of Energy
Portsmouth/Paducah Project Office
ATTN: Shellie Haynie-Sparks, Budget Analyst
1017 Majestic Drive, Suite 200
Lexington, KY 40513-0066

PART I – THE SCHEDULE

SECTION H

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H.1 NO THIRD PARTY BENEFICIARIES

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

H.2 DEFINITIONS

For purposes of Clause H.3, Workforce Transition and Employee Hiring Preferences; Clause H.4, Employee Compensation: Pay and Benefits; Clause H.5, Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits; Clause H.6, Workforce Transition and Benefits Transition: Plans and Timeframes; Clause H.7, Post-Contract Responsibilities for Pension and Other Benefit Plans; and Clause H.8, Labor Relations, the following definitions are applicable (unless otherwise specified):

- (A) "Workforce Transition Period" means the six month period following the date of Contract award.
- (B) "Grandfathered Employees" means employees who are defined as Grandfathered Employees under the multi-employer pension plan sponsored by the Bechtel Jacobs Company, LLC (BJC) (Bechtel Jacobs Company LLC Pension Plan For Grandfathered Employees) (hereinafter "BJC MEPP"), in accordance with the terms of the BJC MEPP and applicable law.
- (C) "LPP Incumbent Contractor" means LATA/Parallax Portsmouth, LLC (LPP LLC) and its first and second tier subcontractors under DOE Contract DE-AC24-05OH20192.
- (D) "LPP Incumbent Employees" means employees (1) who hold regular appointments or who are regular employees on the rolls of LPP LLC and Grandfathered Employees on the rolls of the LPP LLC's first and second tier subcontractors; and (2) who are employed at the Portsmouth Gaseous Diffusion Plant Site under DOE Contract DE-AC24-05OH20192 during the Workforce Transition Period.
- (E) "USEC" means the United States Enrichment Corporation.
- (F) "USEC Employees" means employees who are regular employees on the rolls of USEC at either the Portsmouth or Paducah Gaseous Diffusion Plant Site. The applicable site will be identified in the relevant paragraphs and/or clause(s). If employment at a specific site is not identified, the clause(s) or paragraphs are applicable to USEC Employees employed at both Gaseous Diffusion Plant Sites.
- (G) "USEC Incumbent Employees" means employees who are regular employees on the rolls of USEC and who are employed at the Portsmouth Gaseous Diffusion Plant Site under DOE Contract DE-AC05-01OR22877.

- (H) “Non-Grandfathered Employees” means employees who are not defined as Grandfathered Employees under the BJC MEPP in accordance with the terms of the BJC MEPP and applicable law.
- (I) “TPMC” means Theta Pro2Serve Management Company, LLC (TPMC,LLC) and its first and second tier subcontractors under DOE Contract DE-AC24-05OH20193.
- (J) “TPMC Employees” means employees (1) who hold regular appointments or who are regular employees on the rolls of TPMC LLC and Grandfathered Employees on the rolls of TPMC LLC’s first and second tier subcontractors; and (2) who are employed at the Portsmouth Gaseous Diffusion Plant Site under DOE Contract DE-AC24-05OH20193 during the Workforce Transition Period.
- (K) “UDS” means Uranium Disposition Services, LLC (UDS LLC) and its first and second tier subcontractors at the Portsmouth Gaseous Diffusion Plant Site under Contract DOE DE-AC05-02OR22717.
- (L) “UDS Employees” means employees (1) who hold regular appointments or who are regular employees on the rolls of UDS LLC and Grandfathered Employees on the rolls of UDS LLC’s first and second tier subcontractors; and (2) who are employed at the Portsmouth Gaseous Diffusion Plant Site under DOE Contract DE-AC05-02OR22717 during the Workforce Transition Period.
- (M) “Portsmouth Contractors” means the LPP Incumbent Contractor, TPMC, UDS, and USEC.

H.3 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES

- (A) Hiring Preferences. Employees will receive a right of first refusal and /or other preference in hiring for vacancies for non-managerial positions (i.e. all those below the first line of supervision) in non-construction activities in Section C, Performance Work Statement (PWS), in accordance with this clause, and any applicable collective-bargaining agreement(s) and site seniority, as set forth below.
 - (1) During the Workforce Transition Period, the Contractor shall provide the right of first refusal and preferences in hiring in the following order of precedence:
 - (a) The Contractor shall give a right of first refusal for vacancies in non-managerial positions under this Contract to individuals (1) who are LPP Incumbent Employees, who are USEC Employees, who are TPMC Employees who have been identified by their employer as being at risk of being involuntarily separated by their employer, and who are UDS Employees who have been identified by their employer as being at risk of being involuntarily separated; (2) who are employed at the Portsmouth Gaseous Diffusion Plant Site; and (3) who hold positions or perform functions during the Workforce Transition Period that are substantially equivalent to

the vacancies in such non-managerial positions under this Contract and also to individuals who held positions or performed functions during the six months preceding the first day of the Workforce Transition Period that are substantially equivalent to the vacancies in such non-managerial positions under this Contract.

- (b) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this Contract to individuals
 - (1) who are LPP Incumbent Employees, USEC Employees who have been identified by their employer as being at risk of being involuntarily separated, TPMC Employees who have been identified by their employer as being at risk of being involuntarily separated by their employer, and UDS Employees who have been identified by their employer as being at risk of being involuntarily separated; (2) who are employed at the Portsmouth Gaseous Diffusion Plant Site; and (3) who meet the qualifications for a particular position.
 - (c) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this Contract to individuals (1) who are LPP Incumbent Employees, USEC Employees who have been identified by their employer as being at risk of being involuntarily separated, TPMC Employees who have been identified by their employer as being at risk of being involuntarily separated, and UDS Employees who have been identified by their employer as being at risk of being involuntarily separated; (2) who are employed at the Portsmouth Gaseous Diffusion Plant Site; and (3) who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract with the training provided pursuant to Clause H.5(A).
 - (d) Subsequent to the application of the right of first refusal in Paragraph (A)(1)(a) and the preferences in hiring in Paragraphs (A)(1)(b) and (c) above, the Contractor shall give a preference in hiring for vacancies pursuant to Paragraph (A)(3) below.
- (2) After the Workforce Transition Period and continuing throughout the remaining period of performance under this Contract, the right of first refusal and/or other preferences in hiring shall be provided in the following order of precedence:
- (a) The Contractor shall give a right of first refusal in hiring for vacancies in non-managerial positions under this Contract to USEC Employees (1) who are employed at the Portsmouth Gaseous Diffusion Plant Site; (2) who have been identified by their employer as being at risk of being involuntarily separated; and (3) who hold or have held positions or perform or have performed

functions which are substantially equivalent to vacancies in such non-managerial positions under this Contract.

- (b) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this Contract, to USEC Employees (1) who are employed at the Portsmouth Gaseous Diffusion Plant Site; and (2) who have been identified by their employer as being at risk of being involuntarily separated, in the following order of precedence:
 - (i) USEC Employees who meet the qualifications for a particular position.
 - (ii) USEC Employees who may not meet the qualifications for a particular position but who agree to become qualified and can become qualified by the commencement of active employment under this Contract with the training provided pursuant to Clause H.5(A).

- (c) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this Contract to TPMC Employees and UDS Employees (1) who are employed at the Portsmouth Gaseous Diffusion Plant Site at the time of the vacancies; and (2) who have been identified by their respective employers as being at risk of being involuntarily separated, in the following order of precedence:
 - (i) TPMC Employees and UDS Employees who hold positions or perform functions at the time the vacancy arises that are substantially equivalent to the vacancies in such non-managerial positions under this Contract.
 - (ii) TPMC Employees and UDS Employees who meet the qualifications for particular positions.
 - (iii) TPMC Employees and UDS Employees who may not meet the qualifications for a particular position but who agree to become qualified and can become qualified by the commencement of active employment under this Contract with the training provided pursuant to Clause H.5(A)

For purposes of this paragraph (2)(c), the phrase “during the Workforce Transition Period” contained in Clause H.2(J)(2) and (L)(2), is not applicable. The respective employees are to be employed at the Portsmouth Gaseous Diffusion Plant Site at the time of the vacancy.

- (d) Subsequent to the application of the right of first refusal in Paragraph (A)(2)(a) and the preferences in hiring in Paragraphs (A)(2)(b) and (c) above, the Contractor shall give a preference in

hiring for vacancies in the order of precedence as set forth in Paragraph (A)(3) below.

- (3) During the entire period of performance under this Contract, but subordinate to the preferences set out in Paragraphs (A)(1)(a) – (c) and (A)(2)(a) – (c) above, the Contractor shall provide preferences in hiring in the following order of precedence:
 - (a) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this Contract to USEC Employees employed at the Portsmouth Gaseous Diffusion Plant Site (1) who have been identified by their employer as being at risk of being involuntarily separated from employment by a plant closing or mass layoff (as such terms are defined in Section 2101(a)(2) and (3) of Title 29 of the United States Code) at the Portsmouth Gaseous Diffusion Plant Site; and (2) who are qualified and/or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract with the training provided pursuant to Clause H.5(A).
 - (b) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this Contract to individuals (1) who are former employees of USEC, former employees of the LPP Incumbent Contractor, and former employees of the LPP Incumbent Contractor's first and second-tier subcontractors; and (2) who are entitled to recall rights consistent with any applicable site seniority and any applicable collective bargaining agreement(s) at the Portsmouth Gaseous Diffusion Plant Site.
 - (c) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this Contract to individuals (1) who are Grandfathered Employees and who are former employees of the LPP Incumbent Contractor, TPMC, UDS, and USEC at the Portsmouth Gaseous Diffusion Plant Site; (2) who have been involuntarily separated (other than for cause) from employment; and (3) who are eligible for the hiring preference contained in the clause in Section I of this Contract entitled "DEAR 952.226-74, Displaced Employee Hiring Preference" and with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees.
 - (d) The Contractor shall give a preference in hiring for non-managerial positions under this Contract to individuals (1) who are former employees of the LPP Incumbent Contractor, TPMC, UDS, and USEC; and any other DOE contractor or subcontractor at the Portsmouth Gaseous Diffusion Plant Site; (2) who were involuntarily separated (other than for cause) from employment; and (3) who are eligible for the hiring preference contained in the clause in Section I of this contract entitled "DEAR 952.226-74,

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

- (e) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this Contract to individuals (1) who were formerly employed by any other DOE contractor or subcontractor at a DOE defense nuclear facility; and (2) who are eligible for the hiring preference contained in the clause in Section I of this Contract entitled “DEAR 952.226-74, Displaced Employees Hiring Preference” as provided in that clause and with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees.
 - (f) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this Contract to individuals (1) who were formerly employed at the Portsmouth Gaseous Diffusion Plant Site by the LPP Incumbent Contractor, TPMC, UDS, and USEC; (2) who were involuntarily separated (other than for cause) from their employment at the Portsmouth Gaseous Diffusion Plant Site; and (3) who are qualified for the position or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract.
 - (g) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this Contract to individuals (1) who have separated from employment at the Portsmouth Gaseous Diffusion Plant Site; (2) who are not barred from seeking employment at the Portsmouth Gaseous Diffusion Plant Site by the terms of employee waivers or releases of claims they executed; and (3) who are qualified for a particular position or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract.
- (4) Clauses H.3(A)(1), (2), and (3) do not prohibit the Contractor from selecting the Contractor’s existing employees at the Portsmouth Gaseous Diffusion Plant Site for positions or functions under this Contract.
- (B) Costs. Any costs incurred by the Contractor as a result of the Contractor’s failure to comply with the hiring preferences as set forth in this Contract will be unallowable, unless such costs were incurred as the result of the Contracting Officer’s direction.

H.4 EMPLOYEE COMPENSATION: PAY AND BENEFITS

(A) Contractor Employee Compensation Plan

The Contractor shall submit by the end of the 90 day Contract Transition Period identified in Section F.1(a)(1) a Contractor Employee Compensation Plan demonstrating how the Contractor will comply with the requirements of this Contract. The Contractor Employee Compensation Plan shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

(B) Total Compensation System

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system including a compensation system Self-Assessment Plan consistent with FAR 31.205-6 and DEAR 970.3102-05-6; "Compensation for Personal Services" (Total Compensation System"). DOE-approved standards (e.g., set forth in an advance understanding or appendix), if any, shall be applied to the Total Compensation System. The Contractor's Total Compensation System shall meet the tests of allowability established by and in accordance with FAR 31.205-6 and DEAR 970.3102-05-6, be fully documented, consistently applied, and acceptable to the Contracting Officer. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented Contractor Employee Compensation Plan approved by the Contracting Officer.

(C) Appraisals of Contractor Performance

DOE will conduct periodic appraisals of Contractor performance with respect to Total Compensation System implementation. Such appraisals will be conducted through either DOE validation of the Contractor's performance self-assessment of its Total Compensation System or third party expert review.

(D) Reports and Information

The Contractor shall provide the Contracting Officer the following reports and information with respect to pay and benefits provided under this Contract:

- (1) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts.
- (2) A list of the top five most highly compensated executives as defined in FAR 31.205-6(p)(2)(ii) and their total cash compensation at the time of Contract award, and at the time of any subsequent change to their total cash compensation.

- (3) An Annual Report of Contractor Expenditures for Employee Supplemental Compensation through the Department Workforce Information System (WFIS) Compensation and Benefits Module no later than March 1 of each year.
- (4) A performance self-assessment of the Total Compensation System implementation and results to include an evaluation of total benefits using the Employee Benefits Value Study and the Employee Benefits Cost Survey Comparison Analysis described in Paragraphs (F)(3)(a) and (b) below.

(E) Pay and Benefits Programs

The Contractor shall establish pay and benefit programs for employees in accordance with applicable law, the terms and conditions of this Contract, including Clause H.5, Special Provisions Applicable to Workforce Transition and H.4, Employee Compensation: Pay and Benefits, applicable collective bargaining agreement(s), and the following requirements as set forth below; provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

(1) Pay

- (a) For at least the first year of the term of this Contract, the Contractor shall provide equivalent pay to the following employees hired by the Contractor as compared to pay provided to those employees by the LPP Incumbent Contractor, TPMC, UDS, and/or USEC:
 - (i) LPP Incumbent Employees hired by the Contractor;
 - (ii) USEC Incumbent Employees hired by the Contractor;
 - (iii) USEC Employees hired by the Contractor for positions or to perform functions for the Contractor that are substantially equivalent to the positions held or functions performed for USEC at the Portsmouth Gaseous Diffusion Plant Site; and
 - (iv) TPMC Employees and UDS Employees hired by the Contractor for positions or to perform functions for the Contractor that are substantially equivalent to the positions held or functions they performed for their respective employers at the Portsmouth Gaseous Diffusion Plant Site.
- (b) All other employees hired by the Contractor shall receive pay which is competitive with the industry from which the Contractor recruits its employees, and in accordance with the terms and conditions of this Contract, any applicable collective bargaining

agreement(s), and applicable law, including Section 4(c) of the Service Contract Act, as applicable.

- (2) Pension and Other Benefits. The Contractor shall provide a total package of benefits to LPP Incumbent Employees, USEC Employees, USEC Incumbent Employees, TPMC Employees, and UDS Employees, and all other employees who are hired by the Contractor in accordance with the terms and conditions of this Contract, any applicable collective bargaining agreement(s), and applicable law.
- (3) Cash Compensation
 - (a) The Contractor shall submit the following to the Contracting Officer for a determination of cost allowability for reimbursement under the Contract:
 - (i) Any additional compensation system self-assessment data requested by the Contracting Officer that may be needed to validate and approve the Total Compensation System.
 - (ii) Any proposed major compensation program design changes prior to implementation.
 - (iii) An Annual Compensation Increase Plan (CIP).
 - (iv) Individual compensation actions for Key Personnel, including initial and proposed changes to base salary and/or payments under an Executive Incentive Compensation Plan.
 - (v) Any proposed establishment of an incentive compensation plan (variable pay plan/pay-at-risk).
 - (b) The Contracting Officer's approval of individual compensation actions will be required only for Key Personnel as identified in Clause H.12, Key Personnel of this Contract, and all other named key personnel, management and senior personnel as identified by the Contracting Officer.
 - (c) Severance Pay is not reimbursable under this Contract for an employee who:
 - (i) Voluntarily separates, resigns or retires from employment,
 - (ii) Is offered comparable employment with a successor/replacement contractor,
 - (iii) Is offered comparable employment with a parent or affiliated company, or
 - (iv) Is discharged for cause.

- (d) Service credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract.

(F) Pension and Other Benefit Programs

- (1) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans.
- (2) Cost reimbursement for pension and other benefit programs sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved "Employee Benefits Value Study" and an "Employee Benefits Cost Survey Comparison" as described below.
- (3) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in paragraphs (a) and (b) below. The studies shall be used by the Contractor as part of its performance self assessment described in Paragraph (D)(4) above and in calculating the cost of benefits under existing benefit plans. In addition, the Contractor shall submit updated studies to the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan.
 - (a) An Employee Benefits Value Study (Ben-Val), every two years each for Grandfathered Employees and Non-Grandfathered Employees benefits, which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to Grandfathered Employees and Non-Grandfathered Employees measured against the RV of benefit programs offered by comparator companies approved by the Contracting Officer. To the extent that the value studies do not address post retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post retirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources; and
 - (b) An Employee Benefits Cost Study Comparison, annually each for Grandfathered Employees and Non-Grandfathered Employees, that analyzes the Contractor's employee benefits cost for Grandfathered Employees and Non-Grandfathered Employees on a per capita basis per full time equivalent employee and as a percent of payroll and compares it with the cost reported by the U.S. Chamber of Commerce Annual Employee Benefits Cost Survey or other Contracting Officer approved broad based national survey.

- (4) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the Contracting Officer for approval.
 - (5) When the average total benefit per capita cost or total benefit cost as a percent of payroll exceeds the comparator group by more than five percent, when and if required by the Contracting Officer, the Contractor shall submit an analysis of the specific plan costs that are above the per capita cost range or total benefit cost as a percent of payroll and a corrective action plan to achieve conformance with a Contracting Officer directed per capita cost range or total benefit cost as a percent of payroll.
 - (6) Within two years of Contracting Officer approval of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and per capita cost range as approved by the Contracting Officer.
 - (7) The Contractor shall submit the Report of Contractor Expenditures for Supplementary Compensation for the previous calendar year via the DOE Workforce Information System (WFIS) Compensation and Benefits Module no later than March 1 of the current calendar year.
 - (8) The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the Contracting Officer in writing.
 - (9) Cost reimbursement for Post Retirement Benefits (PRBs) is contingent on DOE approved service eligibility requirements for PRBs that shall be based on a minimum period of continuous employment service not less than five years under a DOE cost-reimbursement contract(s) immediately prior to retirement. Notwithstanding the previous sentence, the costs of PRBs will be reimbursed for individuals meeting the DOE-approved eligibility requirements of the applicable DOE-approved employee benefit plan. Unless required by Federal or state law, advance funding of PRBs is not allowable.
- (G) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs
- (1) For cost allocability and reimbursement purposes, any defined benefit (DB) or defined contribution (DC) pension plans established and/or implemented by the Contractor shall be maintained consistent with the requirements of the Internal Revenue Code (IRC) and Employee Retirement Income Security Act (ERISA).
 - (2) Contractor policies, practices, and procedures used in the administration of pension plans shall be consistent with applicable law and regulations.
 - (3) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract award.

- (4) Any pension plan maintained by the Contractor, for which DOE reimburses costs, shall be maintained as a separate pension plan distinct from any other pension plan which provides credit for service not performed under a DOE cost-reimbursement contract.
- (5) For each pension plan or portion of a pension plan for which DOE reimburses costs, the Contractor shall provide the Contracting Officer with the following information within nine months of the last day of the current pension plan year:
 - (a) Copies of IRS forms 5500 with schedules; and
 - (b) Copies of all forms in the 5300 series that document the establishment, amendment, termination, spin-off, or merger of a plan.
- (6) Prior to the adoption of any changes to a pension plan for which DOE reimburses costs, the Contractor shall submit the information required below, as applicable, to the Contracting Officer for approval or disapproval and a determination as to whether the costs to be incurred are consistent with the Contractor's documented Contractor Employee Compensation Plan and are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6:
 - (a) For proposed changes to pension plans and pension plan funding, an analysis of the impact of any proposed changes on actuarial accrued liabilities and an analysis of relative benefit value; and
 - (b) The Contractor shall obtain the advance written approval of the Contracting Officer for any non-statutory pension plan changes that may increase costs or liabilities, and any proposed special programs (including, but not limited to, plan-loan features, employee contribution refunds, or ancillary benefits) and shall provide DOE with an analysis of the impact of special programs on the actuarial accrued liabilities of the pension plan, and on relative benefit value, if applicable.
- (7) The Contractor shall not terminate any pension plan without at least 60 days notice to and the approval of the Contracting Officer prior to the scheduled date of plan termination.

H.5 SPECIAL PROVISIONS APPLICABLE TO WORKFORCE TRANSITION AND EMPLOYEE COMPENSATION: PAY AND BENEFITS

- (A) Training. The Contractor will establish a training program specifically for the purpose of training individuals pursuant to Clauses H.3(A)(1)(c), H.3(A)(2)(b)(ii) and (c)(iii), and H.3(A)(3)(a). The one-time training program will be provided to individual employees and will not exceed six months in duration and \$5,000 in cost (subject to availability of funding) per person, in addition to wages and benefits.

- (B) Benefit Plans. The Contractor shall provide pension and other benefit plans, to Grandfathered Employees and Non-Grandfathered Employees hired by the Contractor and service credit for leave as set forth below:
- (1) Grandfathered Employees. Grandfathered Employees shall be provided pension and other benefits in accordance with applicable law, any applicable collective bargaining agreement(s), and the provisions of the BJC MEPP, the BJC Multiple Employer Welfare Arrangement (MEWA) and other existing benefit plans for Grandfathered Employees. Within 90 days after the award of this Contract, the Contractor shall become a sponsor/participating employer of the BJC MEPP, the BJC MEWA, and other existing benefit plans (or comparable successor plans if continuation of the existing plans is not practicable) including post retirement benefit (PRB) plans, as applicable, for Grandfathered Employees and retired plan participants, with responsibility for management and administration of these plans. The Contractor shall also have responsibility for maintaining the qualified status of the plans. No employee who qualifies as a Grandfathered Employee under the BJC MEPP shall lose the right to participate in the BJC MEPP as a result of this transition.
 - (2) Non-Grandfathered Employees. Non-Grandfathered Employees shall receive a benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with this Contract, any applicable collective bargaining agreement(s), and applicable law, including Section 4(c) of the Service Contract Act.
 - (3) Service Credit For Leave.
 - (a) For LPP Incumbent Employees, TPMC Employees, and UDS Employees hired by the Contractor pursuant to Clauses H.3(A)(1)(a), (b), and (c), and (A)(2)(c), the Contractor shall carry over the length of service credit for leave as well as leave balances accrued as of the date these employees are hired by the Contractor. Service credit for the represented workforce shall be applied consistently with any applicable collective bargaining agreement(s) and applicable law;
 - (b) For USEC Incumbent Employees hired by the Contractor pursuant to Clauses H.3(A)(1)(a), (b), and (c); (B)(2)(a) and (b); and (A)(3)(a), the Contractor shall carry over the length of service credit from USEC for purposes of determining rates of accruing leave for these employees. Service credit for the represented workforce shall be applied consistently with any applicable collective bargaining agreement(s) and applicable law; and
 - (c) For all USEC employees hired by the Contractor other than those above in paragraph (b), the Contractor shall carry over the length

of service credit for purposes of determining rates of accruing leave for these employees as required by and consistent with any applicable collective bargaining agreement(s) and applicable law.

- (4) Service Credit for Fringe Benefits Other Than Leave. Consistent with the terms of the applicable benefit plan(s), the Contractor shall credit all LPP Incumbent Employees, TPMC Employees, USEC Incumbent Employees, and UDS Employees hired by the Contractor under this Contract with their current length of service toward fringe benefits, which also includes retirement benefits and severance pay. Consistent with the terms of the plan(s), the transition of the employees during the first six months of the Contract from the LPP Incumbent Contractor, TPMC, UDS, and USEC to the Contractor shall not constitute a break in service under the plan(s). Service credit for all individuals hired by the Contractor shall be applied consistent with any applicable collective bargaining agreement(s), applicable law, and the terms of the applicable benefit plan(s). Service credit for purposes of severance pay is subject to Clause H.4(E)(3)(d).
- (C) Administrative Agreements with Lead Sponsor. The lead sponsor (BJC) or a lead sponsor successor of the BJC MEPP, BJC MEWA and other benefit plans in which the Contractor and BJC or a lead sponsor successor are participating employers/sponsors, shall have primary responsibility for management and administration of these plans. BJC or a lead sponsor successor shall provide management and administrative services for the Contractor for the BJC MEPP, BJC MEWA, and other benefit plans in which the Contractor and BJC or a lead sponsor successor are participating employers/sponsors. The Contractor shall enter into administrative agreements with the lead sponsor, BJC, or a lead sponsor successor, for the management and administration of these plans. The agreements and costs contained therein shall be subject to the approval of the Contracting Officer.
- (D) Annual Actuarial Evaluations. Notwithstanding the above, the Contractor has responsibility for administering and maintaining the qualified status of all pension and other benefit plans that it sponsors under this Contract. The Contractor shall submit to the Contracting Officer annual actuarial evaluations for all applicable benefit plans as well as certify that the benefit plans are in full compliance with IRC and ERISA requirements. Such certification shall demonstrate that the benefit plans are qualified under the IRC. This evaluation shall include but not be limited to written reports relating to how the benefit plans pass IRC discrimination, participation and coverage testing requirements. Each detailed annual written actuarial evaluation shall identify any conditions that may adversely affect the qualification status of the plans within eighteen months or less of the date of the evaluation, including but not limited to discrimination, participation and coverage testing requirements for the contractor and any of its subcontractors that are participating employers in the plans.
 - (1) Meeting Test Requirements. The Contractor shall closely monitor each of its individual subcontractor employer segments participating in the BJC MEPP. With the approval of the Contracting Officer, the Contractor shall establish threshold factors that – based upon the experience of the BJC

MEPP regarding the testing requirements – indicate when the Contractor and/or its individual subcontractor employer segments may not meet testing requirements within the next two plan years. Every six months the Contractor shall identify any employer plan segments for the Contractor and its individual subcontractor employee segments that may not meet testing requirements for the current plan year and the following plan year.

- (2) Failure to Meet Test Requirements. In the case of employer segments for which the approved threshold factors described in Paragraph (C)(1) above and other factors as approved or requested by the Contracting Officer indicate that the employer segments may not meet testing requirements, the Contractor, in conjunction with the lead sponsor, shall provide the Contracting Officer with a corrective action plan for addressing the potential or actual failure to meet testing requirements and quarterly updates on the segment's status for testing purposes. After the corrective action plan has been submitted and approved by the Contracting Officer, the Contractor shall provide quarterly updates on the segment's status for testing purposes.
- (E) Withdrawal from the BJC MEPP. In addition to the requirement in Clause H.4 (G)(7), the Contractor shall not withdraw from the BJC MEPP or the BJC MEWA without the consent of the Contracting Officer. If the Contractor withdraws without the consent of the Contracting Officer, all costs associated with such withdrawal may be determined to be unallowable and the Government retains the right to assert a claim against the Contractor for any costs of the Department associated with such withdrawal.
- (F) Changes to the BJC MEPP. In addition to any other provisions of this Contract, including but not limited to Clauses H.4(G)(6) and (7), any changes or amendments to the BJC MEPP are subject to Contracting Officer prior approval and shall be in accordance with applicable law, including compliance with any applicable collective bargaining agreement(s).
- (G) Equivalent Benefits to the BJC MEWA. Subject to the approval of the Contracting Officer and to the extent consistent with any applicable collective bargaining agreement(s) and applicable law, the Contractor may provide equivalent benefits to those benefits provided under the BJC MEWA to Grandfathered Employees.
- (H) Change in Name. The name(s) of the BJC MEPP, the BJC MEWA, and other benefit plans may change as a result of the change in lead sponsorship of these plans. Any references to the BJC MEPP, the BJC MEWA, and other benefit plans contained in this Contract apply to these plans as renamed.

H.6 WORKFORCE TRANSITION AND BENEFITS TRANSITION: PLANS AND TIMEFRAMES

- (A) Workforce Transition Plan. In addition to the Transition Plan required by Section C.2.1, PWS, of this Contract, the Contractor shall submit a written Workforce Transition Plan (WF Transition Plan) describing in detail the Contractor's plans and procedures as to how the Contractor will comply with the hiring preferences

set forth in Clause H.3, Workforce Transition and Employee Hiring Preferences, Clause H.5(A) and this Paragraph (A). Notwithstanding timeframes identified elsewhere in the Contract, the Contractor shall perform the following activities in the specified timeframes:

- (1) Within ten days after Contract award, the Contractor shall:
 - (a) Submit to the Contracting Officer a description of any and all transition agreements that it intends to enter into with the Portsmouth Contractors to ensure compliance with Clauses H.3(A)(1) and (3) during the first 90 days after Contract award and during the six month Workforce Transition Period identified in Clause H.2(A);
 - (b) Establish and submit to the Contracting Officer a written communication plan that details the communication that the Contractor and its subcontractors will engage in with the Portsmouth Contractors regarding implementation of the hiring preference requirements set forth in Clauses H.3(A)(1) and (3); and
 - (c) Provide estimated costs and detailed breakouts of the costs to accomplish workforce transition activities within the timeframes specified.
 - (d) Obtain information from the Portsmouth Contractors identifying their employees that have initially been identified as being at risk of being involuntarily separated. Provide and define a process as part of the transition agreements required in paragraph (1)(a) above for obtaining updated and continuous information throughout the Workforce Transition Period regarding the identification of employees by the Portsmouth Contractors that have been identified as being at risk of being involuntarily separated.
- (2) Within 15 days after Contract award, the Contractor shall:
 - (a) Submit to the Contracting Officer copies of the draft WF Transition Plan for the Contractor and its first and second tier subcontractors, including processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in Clauses H.3(A)(1) and (3); and
 - (b) Establish a written communication plan with the LPP Incumbent Employees, TPMC Employees, UDS Employees, and USEC Employees regarding the implementation of the hiring preferences in Clauses H.3(A)(1) and (3) and provide a copy to the Contracting Officer.
- (3) Within 30 days after Contract award, the Contractor shall provide to the Contracting Officer copies of the final Workforce Transition Plan and the

draft transition agreements it proposes to enter into consistent with requirements of Clauses H.3(A)(1) and (3) and Paragraphs (A)(1) and (2).

- (4) Within 60 days after Contract award, the Contractor shall provide to the Contracting Officer copies of the final transition agreements described in paragraph (A)(1)(a) above.
 - (5) The Contractor shall submit reports to the Contracting Officer regarding the Contractor's and its subcontractors' implementation of the hiring preferences required by Clause H.3, Workforce Transition and Employee Hiring Preferences, in accordance with the timeframes set forth below. These reports shall include at a minimum the following information: employee hire dates or anticipated hire dates, employee salary levels, and the names of the former employers of the employees hired by the Contractor and/or hired by the Contractor's first and second tier subcontractors.
 - (a) During the 90 day Contract Transition Period and pursuant to Section C.2.1, PWS, such reports shall be provided to the Contracting Officer on a weekly basis.
 - (b) During the remainder of the six-month Workforce Transition Period, such reports shall be provided to the Contracting Officer on a biweekly basis.
 - (c) After the Workforce Transition Period as defined in Clause H.2(A), such reports shall be provided within the timeframes as requested by the Contracting Officer.
 - (6) Within six months after Contract award, the Contractor shall provide a written description of the process that it will utilize in obtaining information from USEC, TPMC, and UDS regarding their respective employees that have been identified by their employer as being at risk of being involuntarily separated in order for the Contractor to ensure compliance with Clauses H.3(A)(2) and (A)(3)(a). The Contractor shall provide copies of all and any written agreements into which it has entered with USEC, TPMC (Clause H.3(A)(2)(c)) and UDS (Clause H.3(A)(2)(c)) for transitioning their respective employees pursuant to Clauses H.3(A)(2) and (A)(3)(a).
- (B) Benefits Transition. The Contractor shall submit a written draft Benefits Transition Plan within 20 days after Contract award describing in detail the Contractor's plans and procedures as to how the Contractor will comply with Clause H.4, Employee Compensation: Pay and Benefits, Clause H.5, Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits, and this Paragraph (B). The Contractor shall provide a final written Benefits Transition Plan to the Contracting Officer within 30 days after Contract award. All transitions into and/or of the BJC MEPP, the BJC MEWA and other existing benefit plans, as well as establishment of any new plans, shall be completed within 90 days after Contract award.

- (1) The Contractor shall perform the following activities within the specified timeframes:
 - (a) Within ten days after Contract award, the Contractor shall:
 - (i) Provide the Contracting Officer with a list of Contractor personnel who will be responsible for transitioning into the BJC MEPP, the BJC MEWA, and other existing benefit plans and/or development of new benefit plans, including specifically the personnel responsible for ensuring that the Contractor becomes a sponsor/participating employer of the BJC MEPP and the BJC MEWA and contact information for the above personnel;
 - (ii) Request the Portsmouth Contractors and BJC to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this Contract pertaining to sponsorship of the BJC MEPP, the BJC MEWA, and other existing benefits plans or establishment of any new benefits plans, including but not limited to the transition of the existing pension and other benefit plans or establishment of any new benefits plans on or before the end of the 90-day Transition Period; and
 - (iii) Provide estimated costs and detailed breakouts of the costs to accomplish workforce and benefits transition activities within the timeframes specified, including the costs for enrolled actuaries and counsel.
 - (b) Within 15 days after Contract award, the Contractor shall provide to the Contracting Officer a list of the information and documents that the Contractor has requested from BJC and the Portsmouth Contractors pertaining to the transition into and/or of the BJC MEPP, the BJC MEWA, and other existing benefit plans. The Contractor shall notify the Contracting Officer on a timely basis of any issues or problems that it encounters in obtaining information or documents requested from BJC or any of the Portsmouth Contractors. Regardless of such notification, the Contractor remains responsible under this Contract for ensuring compliance with the terms of this Contract, including the timeframes set forth in this clause and the requirements in Clause H.3, Workforce Transition and Employee Hiring Preferences, Clause H.4, Employee Compensation: Pay and Benefits, and Clause H.5, Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits.
 - (c) Within 20 days of Contract award, the Contractor shall:
 - (i) Submit a detailed description of its plans and processes, including timeframes and specific projected dates for accomplishment of each activity necessary to ensure

compliance with the requirements set forth in Clauses H.4 (E) and H.5(B), including requirements pertaining to the transition of employee benefit plans; and

- (ii) Meet via televideo, teleconference, and/or in person with relevant personnel who administer the benefit plans for the LPP Incumbent Contractor and BJC. The meeting shall include the Contractor's benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any and all other personnel deemed necessary by the Contractor. During such meeting, the Contractor shall discuss all matters necessary to ensure the Contractor adheres to its sponsorship obligations under Clauses H.4(E)(2) and H.5, Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits, including execution of transition agreements with BJC and the Portsmouth Contractors, as applicable. The minutes of the meeting as well as a written description of any substantive issues identified at the meeting shall be submitted to the Contracting Officer within two days after the meeting.

- (d) Within 30 days after Contract award and as part of the written Benefits Transition Plan, the Contractor shall provide a written description of how the existing pension and other benefit plans provided to employees pursuant to Clause H.4, Employee Compensation: Pay and Benefits, and Clause H.5, Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits, will be amended or restated on or before the last day of the 90 day Transition Period. If an asset transfer(s) and/or the creation of a new benefit plan(s) are necessary in order for the Contractor to adhere to the benefits sponsorship requirements set forth in this Contract, the Contractor shall provide a description of the necessary transactions, including but not limited to how the Contractor proposes to comply with the Contract and applicable law governing such transactions.

- (e) Within 45 days after Contract award, the Contractor shall:
 - (i) Submit to the Contracting Officer a draft Contractor Employee Compensation Plan demonstrating how the Contractor will comply with the requirements of this Contract regarding employee compensation. The draft Contractor Employee Compensation Plan shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

- (ii) Submit to the Contracting Officer drafts of all amendments to or restatements of the pension and other benefit plans presently sponsored by BJC and the LPP Incumbent Contractor, including but not limited to amendments effectuating the change in sponsorship/participating employer in the BJC MEPP. If applicable, the Contractor shall also submit all draft restated benefit plans and draft Summary Plan Descriptions (SPDs) for pension and other benefit plans sponsored by BJC and the LPP Incumbent Contractor. Any and all such amendments shall comply with applicable law governing such transactions and changes in sponsorship of the plans.
 - (iii) Submit to the Contracting Officer drafts of any new benefit plan(s) as well as draft SPDs that the Contractor proposes to sponsor.
 - (iv) Provide draft copies of the transition agreements which the Contractor will enter into with BJC and the Portsmouth Contractors to ensure the Contractor's compliance with the pay and benefits requirements set forth in Clauses H.4, Employee Compensation: Pay and Benefits, and H.5 Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits. Copies of these executed transition agreements shall be provided in accordance with Section C.2.1, PWS of this Contract.
- (f) No later than 60 days after Contract award and prior to the adoption of the documents identified in Paragraphs (B)(1)(e)(ii) and (iii) above, the Contractor shall submit to the Contracting Officer the proposed final versions of these documents for approval.
- (g) The Contractor shall respond to any comments provided by the Contracting Officer under any of the above paragraphs within two days of receipt of the comments.
- (2) After the six month Workforce Transition Period and throughout the remaining period of performance of the Contract, the Contractor shall provide the following information promptly to the Contracting Officer upon the request of the Contracting Officer:
 - (a) Documents relating to benefit plans offered to Contractor Employees, including but not limited to SPDs, all Plan documents, applicable amendments, employee handbooks that summarize benefits provided to employees and other documents that describe benefits provided to employees of the Contractor who perform work on this Contract, and
 - (b) Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit

programs identified in Clause H.4, Employee Compensation: Pay and Benefits, and Clause H.5, Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits.

H.7 POST-CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS

- (A) If this Contract expires, terminates, and/or is terminated partially or completely and DOE has awarded a contract under which a new contractor becomes a sponsor/participating employer and assumes responsibility for management and administration of the BJC MEPP, the BJC MEWA, or any other benefit plans (collectively, the "Plans"), covering active or retired Grandfathered Employees and Non-Grandfathered Employees with respect to employees at Portsmouth and Paducah Gaseous Diffusion Plant Sites, the Contractor shall cooperate with and transfer to the new contractor the responsibility for sponsorship, and management and administration of such Plans consistent with direction from the Contracting Officer.

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

 - (2) The Contractor and DOE shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of "Contract Completion." However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of "Contract Completion," unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in

implementing direction from the Contracting Officer, the Contractor's costs will be reimbursed pursuant to applicable contract provisions.

- (C) In the event a transfer of assets in the BJC MEPP is determined to be necessary, the Contractor shall cooperate fully in the transfer of any assets in a manner consistent with any fiduciary duty, applicable law and subject to the approval and direction of the Contracting Officer.

H.8 LABOR RELATIONS

- (A) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.
- (B) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives prior to negotiations of any collective bargaining agreement or revision thereto and shall consult with and obtain the approval of the Contracting Officer regarding appropriate economic bargaining parameters, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which can be calculated to affect allowable costs under this Contract or which could involve other items of special interest to the Government. During the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer before proposing or agreeing to changes in any pension or other benefit plans.
 - (1) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR Subpart 22.1 and DEAR Subpart 970.2201 and all applicable Federal and state labor relations laws.
 - (2) The Contractor will notify the Contracting Officer or designee in a timely fashion of all labor relations issues and matters of local interest including organizing initiatives, unfair labor practice, work stoppages, picketing, labor arbitrations, and settlement agreements and will furnish such additional information as may be required from time to time by the Contracting Officer.
- (C) Consistent with applicable labor laws and regulations for that work that is being performed by members of United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers Union (USW) on the effective date of this Contract, the Contractor agrees to initially consult with USW regarding the initial terms and conditions of employment and to recognize USW as the collective-bargaining representative for employees performing work that has historically and traditionally been performed by USW members and is

covered in the scope of this Contract, and to bargain in good faith to a collective bargaining agreement that gives due consideration to applicable terms and conditions of the existing LPP, TPMC, UDS, and USEC collective bargaining agreement(s) for work at the Portsmouth Gaseous Diffusion Plant Site.

H.9 WORKFORCE RESTRUCTURING

Notwithstanding any other provision in this Contract, when the Contractor determines that a reduction of force is necessary, the Contractor shall notify the Contracting Officer in writing in accordance with DOE 350.1 and other related guidance. The Contractor shall provide information as directed by the Contracting Officer related to workforce restructuring activities and to enable compliance with Section 3161 of the *National Defense Authorization Act for Fiscal Year 1993* and any other DOE guidance pertaining to employees who may be eligible for provisions of the Act. The Contractor shall supply workforce restructuring related information and reports as needed by DOE. The Contractor shall extend displaced employee hiring preference in accordance with the Section I Clause entitled, *DEAR 952.226-74*, Displaced Employee Hiring Preference and Clause H.3, Workforce Transition and Employee Hiring Preferences.

H.10 OVERTIME CONTROL PLAN

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

H.11 ENERGY EMPLOYEES OCCUPATIONAL ILLNESS COMPENSATION PROGRAM ACT (EEOICPA)

The contractor shall provide support of the EEOICPA established under Title XXXVI of the National Defense Authorization Act of 2001 (Public Law 106-398). The contractor shall provide records in accordance with the Section I Clause entitled, DEAR 970.5204-3, Access to and Ownership of Records, in support of EEOICPA claims and the claim process under the EEOICPA.

The contractor shall:

- (A) Verify employment and provide other records which contain pertinent information for compensation under the EEOICPA. The contractor shall provide this support for itself and any named subcontractors' employees.
- (B) Provide reports as directed by the U.S. Department of Energy (DOE), such as costs associated with EEOICPA.
- (C) Provide an EEOICPA point-of-contact; this employee shall attend meetings, as requested by the U.S. Department of Energy Portsmouth Paducah Project Office (DOE-PPPO).

- (D) Locate, retrieve and provide a minimum of two (2) copies of any personnel and other program records as requested.
- (E) Perform records research needed to complete the Department of Labor (DOL) claims or to locate records needed to complete the claims.
- (F) Perform/coordinate records declassification activities required for the processing of claims forms.
- (G) Keep Federal Compensation Program Act (FCPA) information current on EEOICPA claims activities.
- (H) Ensure costs information is input to the FCPA electronic reporting system by the 10th of each month.
- (I) Ensure all EEOICPA claims received are completed and returned to DOE within 45 calendar days of the date entered in the FCPA electronic reporting system.

The FCPA electronic reporting system will be provided to the contractor.

H.12 KEY PERSONNEL

(A) Introduction.

Key Personnel are considered essential to the success of all work being performed under this contract. This Clause provides specific requirements, in addition to the requirements of the clause in Section I entitled, "Key Personnel," for Key Personnel, requirements for changes to Key Personnel, reductions in Contract fee for changes to Key Personnel, and identification of all Key Personnel for this Contract.

(B) Key Personnel Requirements.

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

(C) Definitions

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

(D) Contract Fee Reductions for Changes to Key Personnel

- (1) Notwithstanding approval by the Contracting Officer, any time the Program Manager (the initial Program Manager or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, Available Fee described in Section B, will be permanently reduced by \$250,000 for each and every occurrence of a change to the Program Manager.
- (2) Notwithstanding approval by the Contracting Officer, any time a Key Person other than the Program Manager (any initial Key Person or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, Available Fee described in Section B, be permanently reduced by \$50,000 for each and every occurrence of a change to the Key Person.
- (3) The contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in contract fee. Such written request shall include the factual basis for the request. The Contracting Officer shall have unilateral discretion to make the determination to waive or not waive all or part of a reduction in contract fee.

(E) Key Personnel for this Contract

The list of Key Personnel for this contract will be amended during the course of the contract to add or delete Key Personnel as approved by the Contracting Officer. The following is the current list of Key Personnel for this contract:

Name	Position
Jamie Jameson	Program Manager
Dennis Carr	Manager, Environmental Remediation
Bob Nichols	Manager, Facility S&M and D&D
Danny Nichols	Manager, Waste Management
Dennis Nixon	Manager, Planning & Site-Wide Integration
Marc Jewett	Manager, Regulatory Planning & Implementation
Tom Lee	Manager, Environment, Safety, Health & Quality
Michael Vermeulen	Manager, Business Management
Gary Hoovler	Manager, Nuclear Safety & Engineering

H.13 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION

- (A) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.

- (B) Work Stoppage. In the event of an imminent health and safety hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect U.S. Department of Energy (DOE) facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate contractor official, who will direct the shutdown or other actions, as required. Such mitigating action should subsequently be coordinated with the DOE and contractor management. The suspension or stop-work order should be promptly confirmed in writing from the Contracting Officer.
- (C) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-imminent health and safety hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or by independent oversight organizations, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with contractor management, and the DOE Portsmouth/Paducah Project Office (PPPO) Manager. Any written direction to suspend operations shall be issued by the Contracting Officer, pursuant to the Section F Clause entitled, FAR 52.242-15, Stop-Work Order.
- (D) Facility Representatives. DOE personnel designated as Facility Representatives provide the technical/safety oversight of operations. The Facility Representative has the authority to “stop work,” which applies to the shutdown of an entire plant, activity, or job. This stop-work authority will be used for an operation of a facility which is performing work the Facility Representative believes:
- (1) Poses an imminent danger to health and safety of workers or the public if allowed to continue;
 - (2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or
 - (3) Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.
- (E) This clause flows down to all subcontractors at all tiers. Therefore, the contractor shall insert a clause, modified appropriately to substitute “contractor representatives” for “the Contracting Officer” in all subcontracts.

H.14 ALLOCATION OF RESPONSIBILITY AND LIABILITY FOR CONTRACTOR AND U.S. DEPARTMENT OF ENERGY (DOE) ENVIRONMENTAL COMPLIANCE ACTIVITIES

- (A) In this Clause:

- (1) “Environmental” requirements means requirements imposed by applicable federal, state, and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders, or compliance agreements including consent orders, permits, and licenses; and
 - (2) “Party” means either the contractor or DOE.
- (B) Fines and Penalties. The contractor shall accept, in its own name, service of proposed notices, or notices of, correction, penalty, fine, violation, administrative orders, citation, or notice of alleged violations, (e.g., Notice of Correction [NOC], Notice of Penalty [NOP], Notice of Deficiency [NOD], Notice of Fine [NOF], Preliminary Notice of Violation [PNOV], Notice of Violation [NOV], and Notice of Alleged Violation [NOAV]) and any similar type notices issued by federal or state regulators to the contractor resulting from or relating to contractor’s performance of work under this contract, without regard to liability. The contractor shall immediately notify DOE of such receipt and shall provide copies or originals of such documents within two working days.
- (C) Responsibility and liability for fines or penalties arising from or related to violations of environmental requirements shall be borne by the party causing the violation regardless of which party:
- (1) The cognizant regulatory authority fines or penalizes;
 - (2) Signs permit applications (including situations where DOE signs defective or non-conforming permit applications or other environmental submittals prepared by or under the direction of the contractor), manifests, reports, or other required documents;
 - (3) Is a permittee; or
 - (4) Is the named subject of an enforcement action or assessment of a fine or penalty.
- (D) Negotiations. DOE may in its discretion choose to be in charge of, and direct, all negotiations with regulatory agencies regarding permits, fines, penalties, and any other proposed notice, notice, administrative order, and any similar type of notice as described in paragraph (B) above. As directed or required by DOE, the contractor shall participate in negotiations with regulatory agencies; however, the contractor shall not make any commitments or offers to regulators purporting to bind or binding the Government in any form or fashion, including monetary obligations, without receiving written authorization or concurrence from the Contracting Officer or his/her authorized representative prior to making such offers/commitments. Failure to obtain such advance written approval may result in otherwise allowable costs being declared unallowable and/or the contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.

- (E) For purposes of FAR 31.205-15(a), costs of fines and penalties resulting from violations of, or failure of the contractor to comply with, environmental requirements are unallowable costs.
- (F) Termination, Expiration, Permit Transfer. In the event of expiration or termination of this contract, DOE may require the contractor to take all necessary steps to transfer on an allowable cost basis some or all environmental permits held by the contractor. DOE or another contractor designated by DOE will assume responsibility for such permits, with the approval of the regulating agency. The contractor shall remain liable for all unresolved costs, claims, demands, fines and penalties, including reasonable legal costs, arising prior to the date such permits are transferred to another party.
- (G) Miscellaneous. The contractor shall accept assignment or transfer of permits pertaining to matters under this contract currently held by DOE and its existing contractors. The contractor may submit for DOE's consideration, requests for alternate review, comment, or signature schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such schedule revision shall be effective only upon written approval from the Contracting Officer.

H.15 ENVIRONMENTAL RESPONSIBILITY

- (A) General. The contractor is required to comply with all environmental laws, regulations, directives, orders, and procedures applicable to the work being performed under this contract. This includes, but is not limited to, compliance with applicable federal, state and local laws and regulations, permits, interagency agreements such as consent orders, consent decrees, and settlement agreements between the U. S. Department of Energy (DOE) and federal and state regulatory agencies. The Portsmouth Consent Decree and Consent Order constitute a requirement pursuant to which the contractor agrees to plan and perform the contract work.
- (B) Environmental Permits. This paragraph addresses three permit scenarios, where the contractor is the sole permittee; where the contractor and DOE are joint permittees; and where multiple contractors are permittees.

- (1) Contractor as Sole Permittee. To the extent permitted by law and subject to other applicable provisions of the contract that impose responsibilities on DOE, and provisions of law that impose responsibilities on DOE or third parties, the contractor shall be responsible for obtaining in its own name, shall sign, and shall be solely responsible for compliance with all permits, authorizations and approvals from federal, state, and local regulatory agencies which are necessary for the performance of the work required of the contractor under this contract. Under this permit scenario, the contractor shall make no commitments or set precedents that are detrimental to DOE or other contractors. The contractor shall coordinate its permitting activities with DOE, and with other contractors which may be affected by the permit or precedent established therein, prior to taking the permit action.
 - (2) DOE as Permittee, or Contractor and DOE as Joint Permittees. Where appropriate, required by law, or required by applicable regulatory agencies, DOE will sign permits as permittee, or as owner or as owner/operator with the contractor as operator or co-operator, respectively. DOE will co-sign hazardous waste permit applications as owner/operator where required by applicable law. In this scenario, the contractor shall coordinate its actions with DOE. DOE is responsible for timely notification to the contractor of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement. The contractor shall be responsible for timely notification to DOE of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement.
 - (3) Multiple Contractors as Permittees. Where appropriate, in situations where multiple contractors are operators or co-operators of operations requiring environmental permits, DOE will sign such permits as owner or co-operator and affected contractors shall sign as operators, or co-operators. In this scenario, the contractor shall coordinate as appropriate with DOE and other contractors affected by the permit.
- (C) Permit Applications. The contractor shall provide to DOE for review and comment in draft form any permit applications and other regulatory materials necessary to be submitted to regulatory agencies for the purposes of obtaining a permit. Whenever reasonably possible all such materials shall be provided to DOE initially not later than 90 days prior to the date they are to be submitted to the regulatory agency. The contractor shall normally provide final regulatory documents to DOE at least 30 days prior to the date of submittal to the regulatory agencies for DOE's final review and signature or concurrence. Special circumstances may require permits to be submitted in a shorter time frame. As soon as the contractor is aware of any such special circumstance, the contractor will provide notice to DOE as to the timeframe in which the documents will be submitted to DOE. The contractor may submit for DOE's consideration, requests for alternate review, comment, or signature, schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such requests shall be submitted 30 days before such material would ordinarily be required to be provided to DOE. Any such schedule revision shall be effective only upon approval from the Contracting Officer.

- (D) Copies, Technical Information. The contractor shall provide DOE copies of all environmental permits, authorizations, and regulatory approvals issued to the contractor by the regulatory agencies. DOE will, upon request, make available to the contractor access to copies of all environmental permits, authorizations, and approvals issued by the regulatory agencies to DOE that the contractor may need to comply with under applicable law. The contractor and DOE will provide to each other copies of all documentation, such as, letters, reports, or other such materials transmitted either to or from regulatory agencies relating to the contract work. The contractor and DOE shall maintain all necessary technical information required to support applications for revision of DOE or other Site contractor environmental permits when such applications or revisions are related to the contractor's operations. Upon request, the contractor or DOE shall provide to the other access to all necessary and available technical information required to support applications for or revisions to permits or permit applications. The contractor shall provide to DOE a certification statement relating to such technical information in the form required by the following paragraph.
- (E) Certifications. The contractor shall provide a written certification statement attesting that information DOE is requested to sign was prepared in accordance with applicable requirements. The contractor shall include the following certification statement in the submittal of such materials to DOE:

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

The certification statement shall be signed by the individual authorized to sign such certification statements submitted to federal or state regulatory agencies under the applicable regulatory program.

H.16 EMERGENCY CLAUSE

- (A) The U.S. Department of Energy (DOE) Portsmouth/Paducah Project Office (PPPO) Manager or designee shall have sole discretion to determine when an emergency situation exists at the Portsmouth site. In the event that either the DOE-PPPO Manager or designee determines such an emergency exists, the applicable DOE Manager or designee will have the authority to direct any and all activities of the contractor and subcontractors necessary to resolve the emergency situation. The applicable DOE Manager or designee may direct the activities of the contractor and subcontractors throughout the duration of the emergency.
- (B) The contractor shall include this Clause in all subcontracts at any tier for work performed at the Portsmouth site.

H.17 ALTERNATIVE DISPUTE RESOLUTION (ADR)

It is federal policy, as enunciated in the Administrative Dispute Resolution Act of 1996, 5 U.S.C. § 571, et seq., and Part 33 of the Federal Acquisition Regulation, to use consensual alternative means of dispute resolution “to the maximum extent practicable” to resolve issues in controversy involving the federal government. Therefore, should an issue in controversy arise in conjunction with or related to the performance of this contract, and should the parties not be able to resolve the issue through unassisted negotiations, prior to resorting to the formal claim and appeal process provided for under the “Disputes” clause and the Contract Disputes Act of 1978, 41 U.S.C. § 601, et seq. (CDA), they will consider using one or more alternative dispute resolution (ADR) techniques to achieve resolution of the issue. To that end, they will jointly or separately contact the United States Civilian Board of Contract Appeals (CBCA) in order to discuss possible ADR options and will exert their best efforts to devise a mutually acceptable agreement to establish terms and guidelines for ADR proceedings as may be appropriate.

This clause does not establish a condition precedent to the formal filing of a claim with the contracting officer or to the filing of an appeal pursuant to the CDA. Any attempt to resolve an issue in controversy through non-binding ADR will be without prejudice to the parties’ rights to adjudicate an issue not resolved through ADR. The particulars of any ADR proceedings will not be part of the administrative record for adjudication of the issue in controversy.

H.18 LITIGATION SUPPORT

- (A) The contractor shall maintain a legal function to support litigation, arbitration, environmental, procurement, employment, labor, and the Price-Anderson Amendments Act areas of law. The contractor shall provide sound litigation management practices. Within 60 days of contract award, the contractor shall provide a Litigation Management Plan compliant with Code of Federal Regulations Title 10 Subpart 719, Contractor Legal Management Requirements.
- (B) As required by the Contracting Officer, the contractor shall provide support to the Government on regulatory matters, third-party claims, and threatened or actual litigation. Support includes, but is not necessarily limited to: case preparation, document retrieval, review and reproduction, witness preparation, expert witness testimony, and assistance with discovery or other information requests responsive to any legal proceeding.

H.19 ASSIGNMENT AND ADMINISTRATION OF SUBCONTRACTS

- (A) Assignment of Subcontracts. The Government reserves the right to direct the contractor to assign to the Government or another contractor any subcontract awarded under this contract, including lower-tier subcontracts. This Clause is required as a flow-down Clause in all subcontracts.
- (B) Assignment of DOE Prime Contracts. During the period of performance of this Contract it may become necessary for the U.S. Department of Energy (DOE) to transfer and assign existing or future DOE prime contracts supporting site work

to this contract. The contractor shall accept the transfers and assignments. The transfer of these prime contracts will be for administration purposes and in effect the transferred contracts will become subcontracts to this contract. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the Contracting Officer prior to the transfer or assignment.

- (C) Administration of Subcontracts. The administration of all subcontracts entered into and/or managed by the contractor, including responsibility for payment hereunder, shall remain with the contractor unless assigned at the direction of the DOE.
- (D) Transfer of Subcontracts. The contractor agrees to accept transfer of existing subcontracts as determined necessary by DOE for continuity of operations. The contractor shall attempt to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the contractor will notify the Contracting Officer in writing.

H.20 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT PERFORMANCE

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

- (A) The Government may take possession of and use all technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operations manuals, flowcharts, software, databases and any other information necessary for the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I Clause entitled DEAR 970.5227-1 Rights in Data-Facilities. The contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.
- (B) The contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the contractor, and any other intellectual property, including technical data, which are owned or controlled by the contractor, at any time through completion of this contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at anytime from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.

- (C) In addition, the contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this contract.

H.21 PRIVACY ACT SYSTEMS OF RECORDS

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.

<u>System No.</u>	<u>Title</u>
DOE-5	Personnel Records of Former Contractor Employees
DOE-13	Payroll & Leave Records
DOE-14	Report of Compensation
DOE-15	Intelligence Related Access Authorization
DOE-23	Property Accountability System
DOE-28	General Training Records
DOE-31	Firearms Qualifications Requirements
DOE-33	Personnel Medical Records
DOE-35	Personnel Radiation Exposure Records
DOE-43	Personnel Security Clearance File
DOE-51	Employee and Visitor Access Control Records
DOE-53	Access Authorization for ADP Equipment

H.22 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS

Responsible Corporate Official

- (A) The contractor has provided a guarantee of performance from its parent(s) company in the form set forth in Section J Attachment entitled, Performance Guarantee Agreement.
- (B) DOE may contact, as necessary, the single Responsible Corporate Official from the contractor signing the Performance Guarantee Agreement. The Responsible Corporate Official identified below shall be at an organizational level above the contractor and shall have sole corporate authority and accountability for the performance of the contract to resolve any issues with DOE beyond the authority of the Project Manager.

Name: Bruce Stanski

Position: Group President

Company/Organization: Fluor Government Group

Address: 2300 Clarendon Blvd., Suite 1110, Arlington, VA 22201

Phone: 703-351-6461

Facsimile: 703-469-1593

Email: Bruce.Stanski@fluor.com

- (C) Should the Responsible Corporate Official change during the period of the contract, the contractor shall notify the Contracting Officer in writing within 30 days of any change.

The contractor has provided by name and affiliation each member of the Corporate Board of Directors that will have corporate oversight. In the event any of the signatories to the Guarantee of Performance enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

DOE may contact, as necessary, any member of the Responsible Corporate Board of Directors, who is accountable for corporate oversight of the contractor organization and key personnel.

Responsible Corporate Board of Directors (information required for each Board Member):

Name: [Steve Dobbs](#)

Position: [Senior Group President](#)

Company/Organization: [Fluor Corporation](#)

Address: [6700 Las Colinas Blvd., Irving, TX 75039](#)

Phone: [469-398-7670](#)

Facsimile: [469-398-7261](#)

Email: Steve.Dobbs@fluor.com

Name: [Eric Best](#)

Position: [Group CFO](#)

Company/Organization: [Fluor Government Group](#)

Address: [100 Fluor Daniel Drive, Greenville, SC 29672](#)

Phone: [469-398-7670](#)

Facsimile: [469-398-7261](#)

Email: Steve.Dobbs@fluor.com

Name: [S. Robert Cochran](#)

Position: [President](#)

Company/Organization: [B&W Technical Services Group, Inc.](#)

Address: [2016 Mt. Athos Rd., Lynchburg, VA 24504](#)

Phone: [434-522-6808](#)

Facsimile: [434-522-5450](#)

Email: srcochran@babcock.com

Name: Ken Camplin
Position: Vice President Corporate Development
Company/Organization: B&W Technical Services Group, Inc.
Address: 800 Main Street, Lynchburg, VA 24504
Phone: 434-522-5115
Facsimile: _____
Email: krcamplin@babcock.com

H.23 MENTOR-PROTÉGÉ PROGRAM

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

H.24 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2008)

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

H.25 PERFORMANCE GUARANTEE AGREEMENT

The contractor’s parent organization(s) has (have) provided a Performance Guarantee Agreement in a manner and form acceptable to the Contracting Officer assuring the performance, duties, and responsibilities of the contractor will be satisfactorily fulfilled. The Performance Guarantee Agreement(s) is incorporated herein and included as Contract Section J Attachment, entitled, Performance Guarantee Agreement(s).

H.26 WITHDRAWAL OF WORK

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

H.27 USE OF DOE FACILITIES

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

H.28 INFORMATION

- (A) Management of Information Resources. The contractor shall design and implement Information Resources Management (IRM) capabilities as required to execute this Contract in accordance with the Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources.
- (B) Release of Information. The contractor shall provide timely, accurate, and complete responses to information requested by DOE to comply with Freedom of Information Act and Privacy Act requirements.
- (C) Unclassified Controlled Nuclear Information (UCNI). Documents originated by the contractor or furnished by the Government to the contractor, in connection with this contract, may contain Unclassified Controlled Nuclear Information as determined pursuant to Section 148 of the Atomic Energy Act of 1954, as amended. The contractor shall be responsible for protecting such information

from unauthorized dissemination in accordance with DOE regulations and directives and Section I Clauses entitled, DEAR 952.204-2, Security Requirements and DEAR 952.204-70, Classification/Declassification.

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

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

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

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

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

H.29 ADDITION AND ALTERATIONS TO IMPLEMENT EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT AND ITS IMPLEMENTING INSTRUCTIONS

This contract involves contractor operation of Government-owned facilities and/or vehicles and the provisions of Executive Order 13423 are applicable to the contractor to the same extent they would be applicable if the Government were operating the facilities or vehicles. Information on the requirements of the Executive Order and its Implementing Instructions may be found at http://ofee.gov/Executive Order/Executive Order13423_main.asp. This requirement includes the Electronics Stewardship requirements of Implementing Instruction XII. When acquiring desktop or laptop computers and computer monitors, the contractor shall acquire Electronic Product Environmental Assessment Tool registered products conforming to IEEE 1680-2006 Standard and ranked at least bronze, provided such products are life cycle cost efficient and meet applicable performance requirements. Information on EPEAT-registered computer products is available at www.epeat.net.

H.30 PRICE-ANDERSON AMENDMENTS ACT NONCOMPLIANCE

The contractor shall establish an internal Price-Anderson Amendments Act (PAAA) noncompliance identification, tracking, and corrective action system and shall provide access to and fully support DOE reviews of the system. The contractor shall also implement a Price-Anderson Amendments Act reporting process which meets applicable DOE standards. The contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

H.31 STANDARD INSURANCE REQUIREMENTS

In accordance with DEAR clause 952.231-71, entitled "Insurance - Litigation and Claims," the following kinds and minimum amounts of insurance are required during the performance of this contract:

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

The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.

H.32 DEPARTMENT OF LABOR WAGE DETERMINATIONS

When the Service Contract Act is applicable to the performance of this contract, the contractor shall comply with the requirements of U.S. Department of Labor Wage Determination Number 2005-2424 Rev. 8, dated 6/12/08. Copies of the wage determinations are attached to this contract (Section J, U.S. Department of Labor Wage Determination). Revised wage determinations from the Department of Labor shall be incorporated into this contract. The contractor and/or subcontractor shall comply with the revised wage determination for Service Contract Act covered employees.

When the Davis-Bacon Act is applicable to the performance of this contract, the contractor shall comply with the requirements of Davis-Bacon Wage Determination Number OH080029, OH29, dated 4/3/09. Copies of the wage determinations are attached to this contract (Section J, U.S. Department of Labor Wage Determination). Revised wage determinations from the Department of Labor shall be incorporated into this contract. The contractor and/or subcontractor shall comply with the revised wage determination for Davis-Bacon Act covered employees.

H.33 GOVERNMENT-OWNED PROPERTY AND EQUIPMENT RESPONSIBILITIES FOR CONTRACT TRANSITION PERIOD

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

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

H.34 COOPERATION WITH OTHER SITE CONTRACTORS

- (A) The DOE has/or will have prime contracts or agreements in place with the following entities: Depleted Uranium Hexafluoride (DUF6) contractor,

Infrastructure, Facilities Support Services contractor, United States Enrichment Cooperation (USEC), and other entities that provide support to the DOE Portsmouth/Paducah Project Office.

- (B) In the event that DOE awards other contracts or establishes agreements with additional entities whose work affects the Contract, all terms and conditions of this provision apply to the contractor's relationship with such entities.
- (C) In the performance of this D&D project contract, the contractor agrees to cooperate in a timely manner with DOE prime contractors and other entities. Cooperation includes, but is not limited to, the following types of activities: working together to resolve interface and work performance issues; establishing working groups; participating in meetings; providing access to applicable technical and contract information and data such as schedule and milestone data; discussing technical matters related to the Portsmouth site; providing access to contractor facilities or areas; and allowing observation of technical activities by appropriate personnel.
- (D) The contractor is not authorized to direct any other DOE prime contractor or other entities, except as specified elsewhere in this contract or directed by the CO.
- (E) The contractor shall not commit or permit any act which will interfere with the performance of work by any other DOE contractor or by Government employees. If DOE determines that the contractor's activities may interfere with another DOE contractor, the CO shall provide instructions.

H.35 TRANSITION TO FOLLOW-ON CONTRACT

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

- (A) That at the expiration of the contract term or any earlier termination thereof, the contractor shall cooperate with a successor contractor or the Government by allowing either to interview its employees for possible employment, and if such employees accept employment with the successor contractor, shall release such employees established in coordination with the new employer or by DOE. The contractor shall cooperate with the successor contractor and Government with regard to the termination or transfer arrangements for such employees to assure maximum protection of employee service credits and fringe benefits.
- (B) After selection by the Government of any successor contractor, the contractor and such successor contractor shall jointly prepare mutual detailed plans for phase-out and phase-in operations. Such plans shall specify a training and orientation program for the successor contractor to cover each phase of the scope of work covered by the contract. A proposed date by which the successor contractor will assume responsibility for such work shall be established. The contractor shall assume full responsibility for such work until assumption thereof

by the successor contractor. Execution of the proposed plan or any part thereof shall be accomplished in accordance with the CO's direction and approval.

- (C) This clause shall apply to subcontracts as approved by the CO.

H.36 PERSONNEL SECURITY CLEARANCES

- (A) The contractor is required to conduct pre-employment investigative screening of its prospective employees in order to ensure trustworthiness and reliability. The contractor shall provide certification to the Contracting Officer (CO) that an investigative screening has been completed prior to employment. The certification shall include verification of identity, previous employment and education, and the results of credit and law enforcement checks.

- (B) Personnel assigned by the contractor to work at the DOE site will be required to obtain a security clearance. The levels of clearance are as follows:

Clearance level

- Q – sensitive/nonsensitive
- L – confidential

Under this contract, contractor personnel may be required to have an “L” or “Q” clearance level. Key Personnel shall be required to have or be able to obtain a “Q” clearance level. The contractor shall seek opportunities to reduce the levels of clearance required for personnel based upon the site conditions.

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

H.37 CONTRACTOR COMMUNITY COMMITMENT PLAN

DOE and the contractor are charged with carrying out the critical mission of the decontamination and decommissioning (D&D) of the Portsmouth Gaseous Diffusion Plant (GDP). The Portsmouth GDP has benefited from its location in southern Ohio and from the workforce and other resources provided by the region. In recognition of these benefits, the contractor shall take meaningful actions to implement its community commitment as described in DEAR 970.5226-3 which is included in Section I of the contract.

DOE will not prescribe which community commitment activities the contractor may engage in but identifies the activities listed in (A), (B) and (C) below as worthwhile endeavors for its consideration. The list is not intended to preclude other constructive community activities.

The contractor shall submit to DOE an annual plan for the community commitment activities and report on program success semi-annually.

The contractor may use fee dollars for these or other community commitment activities as it deems appropriate. All costs to be incurred by the contractor for community commitment activities are unallowable and non-reimbursable under the contract.

(A) Regional Educational Outreach Programs

The objectives of these programs include teacher enhancement, student support, curriculum enhancement, educational technology, public understanding, and providing the services of Portsmouth GDP employees to schools, colleges, and universities.

The Regional Educational Outreach Programs could involve providing contractor employees an opportunity to improve their employment skills and opportunities by an educational assistance allowance, provision for outside training programs either during or outside regular work hours, or executive training programs for non-executive employees. This could also involve participating in activities that foster relationships with regional educational institutions and other institutions of higher learning or encouraging students to pursue science, engineering, and technology careers.

(B) Regional Purchasing Programs

The contractor could conduct business alliances with regional vendors. These alliances may include training and mentoring programs to enable regional vendors to compete effectively for Portsmouth GDP subcontracts and purchase orders and/or assistance with the development of business systems (accounting, budget, payroll, property, etc.) to enable regional vendors to meet the audit and reporting requirements of the Portsmouth GDP and DOE. These alliances may also serve to encourage the formation of regional trade associations which will better enable regional businesses to satisfy Portsmouth GDP's needs.

The contractor could coordinate and cooperate with the Chambers of Commerce, Small Business Development Centers, and like organizations, and make prospective regional vendors aware of any assistance that may be available from these entities.

DOE encourages the use of regional vendors in fulfilling Portsmouth GDP requirements.

The contractor shall encourage its subcontractors, at all tiers, to participate in these activities.

(C) Community Support

The contractor may directly sponsor specific local community activities or sponsor individual employees available to work with a specific local community activity. The contractor may provide support and assistance to community service organizations. The contractor may support strategic partnerships with

professional and scientific organizations to enhance recruitment into all levels of its Portsmouth GDP organization.

The contractor may support other community involvement activities as it deems appropriate.

H.38 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, including a goal of using at least 50 percent of the funds made available by it for activities that can be initiated not later than June 17, 2009.

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 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.

For contractors currently using drawdown on a letter of credit, the current procedure remains in effect and is used for ARRA activity in lieu of invoicing.

(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.

H.39 APPLICABLE CLAUSES FOR CONSTRUCTION AND AMERICAN RECOVERY AND REINVESTMENT ACT (RECOVERY ACT)

The following Section I clauses are applicable if construction work occurs under the contract:

FAR 52.222-6	Davis-Bacon Act (JUL 2005)
FAR 52.222-7	Withholding of Funds (FEB 1988)
FAR 52.222-8	Payrolls and Basic Records (FEB 1988)
FAR 52.222-9	Apprentices and Trainees (JUL 2005)
FAR 52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
FAR 52.222-11	Subcontracts (Labor Standards) (JUL 2005)
FAR 52.222-12	Contract Termination – Debarment (FEB 1988)
FAR 52.222-13	Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
FAR 52.222-14	Disputes Concerning Labor Standards (FEB 1988)
FAR 52.222-15	Certification of Eligibility (FEB 1988)
FAR 52.222-16	Approval of Wage Rates (FEB 1988)
FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (FEB 1999)
FAR 52.225-11	Buy American Act—Construction Materials Under Trade Agreements (Mar 2009)
FAR 52.236-5	Material and Workmanship (APR 1984)
FAR 52.236-7	Permits and Responsibilities (NOV 1991)
FAR 52.236-18	Work Oversight in Cost Reimbursement Construction Contracts (APR 1984)
FAR 52.236-19	Organization and Direction of the Work (APR 1984)

Note: The above listing of clauses does not relieve the contractor of including the appropriate clauses for a specific type of subcontract.

The following Section I clauses are applicable if Recovery Act funds are used for any work performed under the contract:

FAR 52.203-15	Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Mar 2009)
FAR 52.204-11	American Recovery and Reinvestment Act – Reporting Requirements (Mar 2009)
FAR 52.225-23	Required Use Of American Iron, Steel, And Other Manufactured Goods—Buy American Act—Construction Materials Under Trade Agreements (Mar 2009)

H.40 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- (A) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; (5) the character of equipment and facilities needed preliminary to and during work performance; and (6) the general condition of the process buildings and their contents. The Contractor also acknowledges that it has satisfied itself as to the general character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the technical documentation made available and specifications made a part of this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.
- (B) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

H.41 PARENT ORGANIZATION SUPPORT

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

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

- (B) The contractor may propose, or DOE may require, parent organization support to:
- (1) Monitor safety and performance in the execution of contract requirements;
 - (2) Ensure achievement of contract environmental clean-up and closure commitments;
 - (3) Sustain excellence of contract key personnel;
 - (4) Ensure effective internal processes and controls for disciplined contract execution;
 - (5) Assess contract performance and apply parent organization problem-solving resources on problem areas; and
 - (6) Provide other parent organization capabilities to facilitate contract performance.
- (C) The Contracting Officer may, at its unilateral discretion, authorize parent organization support, and the corresponding indirect or direct costs, if a direct-benefiting relationship to DOE is demonstrated. All parent organization support shall be authorized in advance by the Contracting Officer.
- (D) If parent organization support is proposed by the contractor or required by DOE, the contractor shall submit for DOE review and approval, an annual *Parent Organization Support Plan* (POSP). The Contractor shall submit its initial POSP 60 days prior to: (1) the end of the Contract *Transition Period*; or (2) the commencement date of parent organization support proposed by the contractor or required by the Government. Any subsequent POSP shall be submitted 90 days prior to the start of each year of contract performance.

H.42 URANIUM TRANSFER

1. General – In exchange for the contractor's accelerated performance of the PWS, the DOE shall transfer to the contractor, approximately \$450M worth of natural uranium hexafluoride (which is in a projected range of a total of 1,500 – 3,000 metric tons) during the first three years of the contract period of performance. DOE will transfer on a quarterly basis a quantity of UF₆ to the contractor in exchange for an equivalent fair market value of services. The contractor agrees to perform the services to the point at which total amount of services owed from the transfer does not exceed the fair market value.
2. Title Transfer – The contractor is responsible for taking title of the natural uranium hexafluoride in compliance with all applicable laws and regulations. Prior to title

- transfer, a detailed Uranium Transfer Plan that includes a description of compliance with the aforementioned laws and regulations shall be submitted to DOE. The Uranium Transfer Plan is an integrated checklist of the conditions that have to be met for DOE to transfer the material to the contractor, not a plan for the sale of the uranium. The fair market value will be determined on a date certain immediately preceding the uranium transfer. Quarterly modifications to the contract will be executed within 5 calendar days after agreement between DOE and the contractor, to codify the fair market value as the value of the barter. The title for the material is expected to be transferred to the contractor within 5 calendar days after each quarterly modification is executed by the contracting officer. The amount of natural uranium hexafluoride to be transferred will be determined in accordance with paragraph 3, below.
3. Compensation – DOE will use a number of market indices (e.g., NUKEM, Trade Tech, and Ux Consulting) to develop the fair market value of the natural uranium hexafluoride 30 days prior to the uranium transfer. The fair market value will be used to derive the amount of natural uranium hexafluoride.
 4. Possession – The contractor will designate, within 60 calendar days after the modification is executed, the entity who will take physical possession of the material. The contractor's designee will take physical possession within 90 calendar days after the modification is executed. When the contractor or its designee takes possession of the uranium, it is responsible for compliance with all applicable laws and regulations. If the contractor does not take physical possession of the material within 90 days of the title transfer, the contractor may request DOE to continue storing the material. DOE will assess a \$500 per day charge for storage which will be charged back to the contractor until such time it is not within DOE possession and control.
 5. Security and Safeguards – The use, disposition, export and re-export of the material are subject to all applicable U.S. laws and regulations, including but not limited to the Atomic Energy Act of 1954, as amended; the Arms Export Control Act (22 U.S.C. 2751 et seq.); the Export Administration Act of 1979 (50 U.S.C. Append 2401 et seq.); Assistance to Foreign Atomic Energy Activities (10 CFR part 810); Export and Import of Nuclear Equipment and Material (10 CFR part 110); International Traffic in Arms Regulation (22 CFR parts 120 et seq.); Export Administration Regulations (15 CFR part 730 et seq.); Foreign Assets Control Regulations (31 CFR parts 500 et seq.); and the Espionage Act (18 U.S.C. 793 et seq.).

PART II – CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

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

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

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

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

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.2	FAR 52.202-1	Definitions (JUL 2004) as modified by DEAR 952.202-1 (MAR 2002)	None
I.3	FAR 52.203-3	Gratuities (APR 1984)	None
I.4	FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)	None
I.5	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (SEPT 2006)	None
I.6	FAR 52.203-7	Anti-Kickback Procedures (JUL 1995)	None
I.7	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)	None
I.8	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)	None
I.9	FAR 52.203-12	Limitations on Payments to Influence Certain Federal Transactions (SEPT 2007)	None
I.10	FAR 52.203-13	Contractor Code Of Business Ethics And Conduct (DEC 2008)	None
I.11	FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)	None
I.12	FAR 52.204-7	Central Contractor Registration (APR 2008)	None
I.13	FAR 52.204-9	Personal Identity Verification of Contractor Personnel (SEPT 2007)	None
I.14	FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (SEPT 2006)	None
I.15	FAR 52.215-2	Audit and Records – Negotiation (MAR 2009)	None
I.16	FAR 52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.17	FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (OCT 1997)	None
I.18	FAR 52.215-13	Subcontractor Cost or Pricing Data – Modifications (OCT 1997)	None
I.19	FAR 52.215-14	Integrity of Unit Prices (OCT 1997)	None
I.20	FAR 52.215-15	Pension Adjustments and Asset Reversions (OCT 2004)	None
I.21	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)	None
I.22	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)	None
I.23		Reserved	
I.24	FAR 52.217-9	Option to Extend the Term of the Contract (MAR 2000)	(a) within 30 days; 75 days before the contract expires (c) 10 years plus the time allotted for the Contract Transition Period
I.25	RESERVED		
I.26	FAR 52.219-8	Utilization of Small Business Concerns (MAY 2004)	None
I.27	FAR 52.219-9	Small Business Subcontracting Plan (APR 2008) – Alternate II (OCT 2001)	None
I.28	FAR 52.219-16	Liquidated Damages – Subcontracting Plan (JAN 1999)	None
I.29	FAR 52.219-25	Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (APR 2008)	None
I.30	FAR 52.219-28	Post-Award Small Business Program Representation (JUN 2007)	None
I.31	FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)	None
I.32	FAR 52.222-2	Payment for Overtime Premiums (JUL 1990)	(a) The percentage specified in the Section H Clause entitled, Overtime Control Plan
I.33	FAR 52.222-3	Convict Labor (JUN 2003)	None
I.34	FAR 52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (JUL 2005)	None
I.35	FAR 52.222-6	Davis-Bacon Act (JUL 2005)	None
I.36	FAR 52.222-7	Withholding of Funds (FEB 1988)	None
I.37	FAR 52.222-8	Payrolls and Basic Records (FEB 1988)	None
I.38	FAR 52.222-9	Apprentices and Trainees (JUL 2005)	None
I.39	FAR 52.222-10	Compliance with Copeland Act Requirements (FEB 1988)	None
I.40	FAR 52.222-11	Subcontracts (Labor Standards) (JUL 2005)	None
I.41	FAR 52.222-12	Contract Termination – Debarment (FEB 1988)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.42	FAR 52.222-13	Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)	None
I.43	FAR 52.222-14	Disputes Concerning Labor Standards (FEB 1988)	None
I.44	FAR 52.222-15	Certification of Eligibility (FEB 1988)	None
I.45	FAR 52.222-16	Approval of Wage Rates (FEB 1988)	None
I.46	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)	None
I.47	FAR 52.222-26	Equal Opportunity (MAR 2007)	None
I.48	FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (FEB 1999)	None
I.49	FAR 52.222-30	Davis-Bacon Act—Price Adjustment (None or Separately Specified Method) (DEC 2001)	None
I.50	FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)	None
I.51	FAR 52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)	None
I.52	FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)	None
I.53	FAR 52.222-41	Service Contract Act of 1965, As Amended (NOV 2007)	None
I.54	FAR 52.222-50	Combating Trafficking in Persons (FEB 2009)	None
I.55	FAR 52.222-54	Employment Eligibility Verification (JAN 2009)	
I.56	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (JUL 1995)	
I.57	FAR 52.223-6	Drug Free Workplace (MAY 2001)	None
I.58	FAR 52.223-9	Estimate Of Percentage Of Recovered Material Content For EPA-Designated Products (MAY 2008)	(b)(2) CO
I.59	FAR 52.223-10	Waste Reduction Program as modified by DOE Acquisition Letter 2008-05 (APR 2008)	None
I.60	FAR 52.223-12	Refrigeration Equipment and Air Conditioners (MAY 1995)	None
I.61	FAR 52.223-14	Toxic Chemical Release Reporting (AUG 2003)	None
I.62	FAR 52.224-1	Privacy Act Notification (APR 1984)	None
I.63	FAR 52.224-2	Privacy Act (APR 1984)	None
I.64	FAR 52.225-1	Buy American Act – Supplies (FEB 2009)	None
I.65	FAR 52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)	None
I.66	FAR 52.227-1	Authorization and Consent (DEC 2007)	None
I.67	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)	None
I.68	FAR 52.227-3	Patent Indemnity (APR 1984)	None
I.69	FAR 52.227-6	Royalty Information (APR 1984)	None
I.70	FAR 52.227-9	Refund of Royalties (APR 1984)	None
I.71	FAR 52.227-23	Rights to Proposal Data (Technical) (JUN 1987)	None
I.72	FAR 52.228-7	Insurance – Liability to Third Persons (MAR 1996)	None
I.73	FAR 52.230-2	Cost Accounting Standards (OCT 2008)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.74	FAR 52.230-6	Administration of Cost Accounting Standards (MAR 2008)	None
I.75	FAR 52.232-9	Limitation on Withholding of Payments (APR 1984)	None
I.76	FAR 52.232-17	Interest (OCT 2008)	None
I.77	FAR 52.232-22	Limitation of Funds (APR 1984)	None
I.78	FAR 52.232-23	Assignment of Claims (JAN 1986)	None
I.79	FAR 52.232-25	Prompt Payment (OCT 2008) – Alternate I (FEB 2002)	None
I.80	FAR 52.232-33	Payment of Electronic Funds Transfer – Central Contractor Registration (OCT 2003)	None
I.81	FAR 52.233-1	Disputes (JUL 2002) – Alternate I (DEC 1991)	None
I.82	FAR 52.233-3	Protest After Award (AUG 1996) – Alternate I (JUN 1985)	None
I.83	FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)	None
I.84	FAR 52.234-4	Earned Value Management System (JUL 2006)	(g) Pro2Serve; InSolves; WAI
I.85	FAR 52.236-5	Material and Workmanship (APR 1984)	None
I.86	FAR 52.236-7	Permits and Responsibilities (NOV 1991)	None
I.87	FAR 52.236-18	Work Oversight in Cost Reimbursement Construction Contracts (APR 1984)	None
I.88	FAR 52.236-19	Organization and Direction of the Work (APR 1984)	None
I.89	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)	None
I.90	FAR 52.237-3	Continuity of Services (JAN 1991)	None
I.91	FAR 52.239-1	Privacy or Security Safeguards (AUG 1996)	None
I.92	FAR 52.242-1	Notice of Intent to Disallow Costs (APR 1984)	None
I.93	FAR 52.242-3	Penalties for Unallowable Costs (MAY 2001)	None
I.94	FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997)	None
I.95	FAR 52.242-13	Bankruptcy (JUL 1995)	None
I.96	FAR 52.243-2	Changes – Cost Reimbursement (AUG 1987) – Alternate II (APR 1984), and Alternate III (APR 1984)	None
I.97	FAR 52.243-6	Change Order Accounting (APR 1984)	None
I.98	FAR 52.243-7	Notification of Changes (APR 1984)	(b) 10 (d) 30
I.99	FAR 52.244-2	Subcontracts (JUN 2007) – Alternate I (JUN 2007)	(d) USEC (j) Pro2Serve; InSolves; WAI
I.100	FAR 52.244-5	Competition in Subcontracting (DEC 1996)	None
I.101	FAR 52.244-6	Subcontracts for Commercial Items (FEB 2009)	None
I.102	FAR 52.245-1	Government Property (JUN 2007)	None
I.103	FAR 52.245-9	Use and Charges (JUN 2007)	None
I.104	FAR 52.246-25	Limitation of Liability – Services (FEB 1997)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.105	FAR 52.247-1	Commercial Bill of Lading Notations (FEB 2006)	(a) Department of Energy (b) Department of Energy Contract No. DE-AC30-10CC40017, the Contract Administration Office specified in the Section G Clause entitled, Contract Administration
I.106	FAR 52.247-68	Report of Shipment (REPSHIP) (FEB 2006)	None
I.107	FAR 52.248-1	Value Engineering (FEB 2000)	
I.108	FAR 52.249-6	Termination (Cost Reimbursement) (MAY 2004)	None
I.109	FAR 52.249-14	Excusable Delays (APR 1984)	None
I.110	FAR 52.251-1	Government Supply Sources (APR 1984)	None
I.111	FAR 52.251-2	Interagency Fleet Management System Vehicles and Related Services (JAN 1991)	None
I.112	FAR 52.253-1	Computer Generated Forms (JAN 1991)	None
I.113	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (DEC 2000)	None
I.114	DEAR 952.204-2	Security Requirements (MAY 2002)	None
I.115	DEAR 952.204-70	Classification/Declassification (SEPT 1997)	None
I.116	DEAR 952.204-75	Public Affairs (DEC 2000)	None
I.117	DEAR 952.208-7	Tagging of Leased Vehicles (APR 1984)	None
I.118	DEAR 952.208-70	Printing (APR 1984)	None
I.119	DEAR 952.209-72	Organizational Conflicts of Interest Alternate I (JUN 1997)	None
I.120	DEAR 952.215-70	Key Personnel (DEC 2000)	None
I.121	FAR 52.216-7/ DEAR 952.216-7	Allowable Cost and Payment (DEC 2002)	(a) (3) <u>15th</u>
I.122	DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records (APR 1984)	None
I.123	DEAR 952.223-76	Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health (JAN 2004)	None
I.124	DEAR 952.224-70	Paperwork Reduction Act (APR 1994)	None
I.125	DEAR 952.227-11	Patent Rights-Retention by the Contractor (Short Form) (FEB 1995)	None
I.126	DEAR 952.227-13	Patent Rights-Acquisition by the Government (SEP 1997)	None
I.127	DEAR 952.227-82	Rights to Proposal Data (APR 1994)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.128	DEAR 952.227-84	Right to Request Patent Waiver (FEB 1998)	None
I.129	DEAR 952.231-71	Insurance -- Litigation and Claims (APR 2002)	None
I.130	DEAR 952.242-70	Technical Direction (DEC 2000)	None
I.131	DEAR 952.247-70	Foreign Travel (DEC 2000)	None
I.132	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (JUN 1996)	None
I.133	DEAR 952.251-70	Contractor Employee Travel Discounts (DEC 2000)	None
I.134	DEAR 970.5204-1	Counterintelligence (DEC 2000)	None
I.135	DEAR 970.5204-2	Laws, Regulations, and DOE Directives (DEC 2000)	See Section J, Attachment 2, Lists A and B
I.136	DEAR 970.5204-3	Access to and Ownership of Records (JUL 2005)	(b)(1) through (b)(5) are Contractor-owned records.
I.137	DEAR 970.5223-1	Integration of Environment, Safety, and Health Into Work Planning and Execution (DEC 2000)	None
I.138	DEAR 970.5227-1	Rights in Data – Facilities- (DEC 2000)	None
I.139	DEAR 970.5229-1	State and Local Taxes (DEC 2000)	None
I.140	DEAR 970.5231-4	Preexisting Conditions (DEC 2000) Alternate II (DEC 2000)	(a) 8/16/10; 8/16/10
I.141	DEAR 970.5232-5.	Liability with Respect to Cost Accounting Standards (DEC 2000)	None

I.142 FAR 52.215-19, NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall—
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;

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

I.143 FAR 52.222-39, NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

- (a) Definition. As used in this clause—"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B— Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to—
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—
- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

**I.144 FAR 52.222-42, STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(MAY 1989)**

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

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

Employee Class	Monetary Wage—Fringe Benefits
Accounting Clerk I	12.47
Accounting Clerk II	14.00
Admin Assistant	19.41
Chemical Operator	17.84
Dosimetry Technician	15.67
Drafter III	17.46
Drafter IV	21.49
Engineering Aide I	11.28
Engineer Aide II	12.47
Engineer Aide III	14.00
Engineer Technician I	12.47
Environmental/Laboratory Technician II	17.46
Environmental/Laboratory Technician III	19.41
Executive Assistant	23.74
Facilities Coordinator	15.67
Finance Clerk	14.00
General Clerk I	11.28
General Clerk II	12.47
Haz Mat Technician Specialist	17.84
Health Physics Technician III	19.41
Industrial Vacuum Loader Operator	17.84
Instrument Mechanic	22.82
Information/Records Specialist II	15.67
Information/Records Specialist III	17.46
Information Mgmt. Technician II	19.41
Inventory Supply Specialist	16.55
Laborer, Transportation	12.63
Lead Mailroom Supply Specialist	16.55
Locomotive/Switchman	19.16
Material Coordinator	19.16
Medical Assistant	14.00
Millwright	22.82
Office Manager	28.72
Pipefitter	22.82
Planning/Control Analyst B	23.74

Plant System Operator	21.76
Plant System Senior Operations Specialist	22.82
Private Motor Carrier Operator	19.16
Procurement Coordinator	15.67
Procurement Technician II	15.67
Procurement Technician III	19.41
Professional Warehouse Attendant	15.24
Project Control Analyst	23.74
QA Checker	12.47
QA Specialist	15.67
QA Technician	19.41
QA/QC Engineer	17.46
Quality Verifier II	15.67
Radiological Control Engineer	17.46
Radiation Control Technician III	19.41
Radiation Control Technician Specialist	15.67
Radiochemistry Technician	19.41
Records Clerk	14.00
Records Specialist	19.41
Regulatory Specialist	19.41
Respirator Wash	12.63
Rigger	22.82
Safety Technician Specialist	15.67
Secretary I	14.00
Secretary II	15.67
Secretary III	17.46
Training Administrator	23.74
Word Processor III	15.67

**I.145 FAR 52.223-5, POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION
AS MODIFIED BY DOE ACQUISITION LETTER 2008-05 (APR 2008)**

- (a) Definitions. As used in this clause—
“Priority chemical” means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to Implementing Instruction VIII of Executive Order 13423, Greening the Government through Leadership in Environmental Management.
“Toxic chemical” means a chemical or chemical category listed in 40 CFR 372.65.
- (b) Executive Order 13423 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)

(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA)
(42 U.S.C. 13101-13109).

- (c) The Contractor shall provide all information needed by the Federal facility to comply with the following:
- (1) The emergency planning reporting requirements of Section 302 of EPCRA.
 - (2) The emergency notice requirements of Section 304 of EPCRA.
 - (3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.
 - (4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.
 - (5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.
 - (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Implementing Instruction VIII of Executive Order 13423.

**I.146 FAR 52.223-10, WASTE REDUCTION PROGRAM AS MODIFIED BY DOE
ACQUISITION LETTER 2008-05 (APR 2008)**

- (a) Definitions. As used in this clause—
“Recycling” means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.
“Waste prevention” means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.
“Waste reduction” means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.
- (b) Consistent with the requirements of Section 3(a) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor’s programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR Part 247).

I.147 FAR 52.223-11, OZONE-DEPLETING SUBSTANCES (MAY 2001)

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

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

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

I.148 FAR 52.225-11, BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAR 2009)

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

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

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

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

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

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

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

“Cost of components” means—

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

“Designated country” means any of the following countries:

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

Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

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

“Domestic construction material” means—

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

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

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

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

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

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

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

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

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.
- (b) Construction materials.
- (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S. C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See Far 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.
 - (2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.
 - (3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

None
 - (4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—
 - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
 - (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
 - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American Act.
- (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—
 - (A) A description of the foreign and domestic construction materials;

- (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
 - (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
 - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
 - (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

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

Domestic construction material
Item 2:			
Foreign construction material
Domestic construction material

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

[Include other applicable supporting information.]

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

I.149 FAR 52.247-67, SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FEB 2006)

- (a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—
 - (1) By the Contractor under a cost-reimbursement contract; and
 - (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- (c) Contractors shall submit the above referenced transportation documents to—

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

I.150 FAR 52.252-6, AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

I.151 DEAR 952.226-74, DISPLACED EMPLOYEE HIRING PREFERENCE (JUNE 1997)

(a) Definition.

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

(b) Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the contractor agrees that it will provide a preference in hiring to an eligible employee to the extent practicable for work performed under this contract.

(c) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.

I.152 DEAR 970.5223-2, AFFIRMATIVE PROCUREMENT PROGRAM AS MODIFIED BY DOE ACQUISITION LETTER 2008-05 (APR 2008)

(a) In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423 and the U.S. Department of Energy (DOE) Affirmative Procurement Program Guidance. This guidance includes requirements concerning environmentally preferable products and services, recycled content products and biobased products. This guidance is available on the Internet.

(b) In complying with the requirements of paragraph (a) of this clause, the Contractor shall coordinate its activities with the DOE Recycling Coordinator. Reports required by paragraph (c) of this clause shall be submitted through the DOE Recycling Coordinator.

(c) The Contractor shall prepare and submit reports, at the end of the Federal fiscal year, on matters related to the acquisition of items designated in EPA's Comprehensive Procurement Guidelines that Federal agencies and their Contractors are to procure with recovered/recycled content.

(d) If the Contractor subcontracts a significant portion of the operation of the Government facility which includes the acquisition of items designated in EPA's Comprehensive Procurement Guidelines, the subcontract shall contain a clause substantially the same as this clause. The EPA Comprehensive Procurement Guidelines identify products which Federal agencies and their Contractors are to procure with recycled content pursuant to 40 CFR 247. Examples of such a subcontract would be operation of the facility supply function, construction or remodeling at the facility, or

maintenance of the facility motor vehicle fleet. In situations in which the facility management contractor can reasonably determine the amount of products with recovered/recycled content to be acquired under the subcontract, the facility management contractor is not required to flow down the reporting requirement of this clause. Instead, the facility management contractor may include such quantities in its own report and include an agreement in the subcontract that such products will be acquired with recovered/recycled content and that the subcontractor will advise if it is unable to procure such products with recovered/recycled content because the product is not available (i) competitively within a reasonable time, (ii) at a reasonable price, or, (iii) within the performance requirements. If reports are required of the subcontractor, such reports shall be submitted to the facility management contractor. The reports may be submitted at the conclusion of the subcontract term provided that the subcontract delivery term is not multi-year in nature. If the delivery term is multi-year, the subcontractor shall report its accomplishments for each Federal fiscal year in a manner and at a time or times acceptable to both parties

- (e) When this clause is used in a subcontract, the word "Contractor" will be understood to mean "subcontractor" and the term "DOE Recycling Coordinator" will be understood to mean "Contractor Recycling Coordinator."

I.153 DEAR 970.5223-5, DOE MOTOR VEHICLE FLEET FUEL EFFICIENCY AS MODIFIED BY DOE ACQUISITION LETTER 2008-05 (APR 2008)

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

I.154 DEAR 970.5226-2, WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000)

- (a) Consistent with the objectives of Section 3161 of the National Defense Authorization Act for Fiscal Year 1993, 42 U.S.C. 7274h, in instances where the Department of Energy has determined that a change in workforce at a Department of Energy Defense Nuclear Facility is necessary, the contractor agrees to (1) comply with the Department of Energy Workforce Restructuring Plan for the facility, if applicable, and (2) use its best efforts to accomplish workforce restructuring or displacement so as to mitigate social and economic impacts.
- (b) The requirements of this clause shall be included in subcontracts at any tier (except subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.

I.155 DEAR 970.5226-3, COMMUNITY COMMITMENT (DEC 2000)

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

I.156 FAR 52.203-15, WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)

- (a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).
- (b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

I.157 FAR 52.204-11, AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS (MAR 2009)

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

“Contract,” as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, *et seq.* For discussion of various types of contracts, see FAR Part 16.

“First-tier subcontract” means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

“Jobs created” means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and

one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“Jobs retained” means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“Total compensation” means the cash and noncash dollar value earned by the executive during the contractor’s past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
 - (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - (5) Above-market earnings on deferred compensation which is not tax-qualified.
 - (6) Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.
- (b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.
 - (c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.
 - (d) The Contractor shall report the following information, using the online reporting tool available at <http://www.FederalReporting.gov>.

- (1) The Government contract and order number, as applicable.
- (2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.
- (3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.
- (4) Program or project title, if any.
- (5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.
- (6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.
- (7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide—
 - (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
 - (ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.
- (8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—
 - (i) In the Contractor's preceding fiscal year, the Contractor received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

- (ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.
- (10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:
 - (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
 - (ii) Name of the subcontractor.
 - (iii) Amount of the subcontract award.
 - (iv) Date of the subcontract award.
 - (v) The applicable North American Industry Classification System (NAICS) code.
 - (vi) Funding agency.
 - (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
 - (viii) Subcontract number (the contract number assigned by the prime contractor).
 - (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
 - (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

- (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—
 - (A) In the subcontractor's preceding fiscal year, the subcontractor received—
 - (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

I.158 FAR 52.225-23 REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (AUG 2009)

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

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

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States.

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

“Free trade agreement (FTA) country construction material” means a construction material that—

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

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

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

“Manufactured construction material” means any construction material that is not unmanufactured construction material.

“Recovery Act designated country” means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

- (2) A Free Trade Agreement country (FTA)(Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

“Recovery Act designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, or a least developed country construction material.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

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

“Unmanufactured construction material” means raw material brought to the construction site for incorporation into the building or work that has not been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

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

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

(b) Construction materials.

- (1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) and the Buy American Act ([41 U.S.C. 10a–10d](#)) do not

apply to Recovery Act designated country construction material. Consistent with U.S. obligations under international agreements, this clause implements—

(i) Section 1605 of the Recovery Act by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) The Buy American Act by providing a preference for unmanufactured domestic construction material.

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

None

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

(i) The cost of domestic construction material would be unreasonable.

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the overall cost of the contract by more than 25 percent;

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

(iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

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

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

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed

supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

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

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material other than that covered by trade agreements is noncompliant with the applicable Act.

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

Construction Material Description	Unit of Measure	Quantity	Cost (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

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

[Include other applicable supporting information.]

[Include all delivery costs to the construction site.]*

Foreign and Domestic

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

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT J-1 – ACRONYM LIST

ATTACHMENT J-2 – LISTS A & B

ATTACHMENT J-3 – GOVERNMENT FURNISHED PROPERTY LIST

ATTACHMENT J-4 – SOLID WASTE MANAGEMENT UNITS (SWMU) STATUS

ATTACHMENT J-5 – FACILITIES/AREAS RESPONSIBILITY MATRIX AND SITE SERVICES

ATTACHMENT J-6 – PERFORMANCE BASED INCENTIVES (PBI) FOR D&D

ATTACHMENT J-7 – SITE SERVICES AND INTERFACE REQUIREMENTS MATRIX

ATTACHMENT J-8 – DAVIS-BACON ACT WAGE DETERMINATION

ATTACHMENT J-9 – SERVICE CONTRACT ACT WAGE DETERMINATION

ATTACHMENT J-10 – SMALL BUSINESS SUBCONTRACTING PLAN AND SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM TARGETS FORM

ATTACHMENT J-11 – PERFORMANCE GUARANTEE AGREEMENT

ATTACHMENT J-12 – GOVERNMENT FURNISHED SERVICES AND ITEMS (GFS/I)

ATTACHMENT J-13 – CURRENT DOE MATERIAL STORAGE AREAS (DMSA)

ATTACHMENT J-14 – CONTRACT SECURITY CLASSIFICATION SPECIFICATION (CSCS)

ATTACHMENT J-15 – CHARACTERIZATION DATA

ATTACHMENT J-16 – CONTRACTOR'S COMMUNITY COMMITMENT PLAN

SECTION J – ATTACHMENT 1

ACRONYM LIST

ACRONYM LIST

ACM	Asbestos Containing Material
ACP	American Centrifuge Plant
ANS	American Nuclear Society
ANSI	American National Standards Institute
ASER	Annual Site Environmental Report
BIO	Basis of Interim Operation
CD-1	Critical Decision (Approve Alternative Selection and Cost Range)
CD-2/3	Critical Decision (2 – Performance Baseline Validation or Independent Cost Review, 3 – Construction or Execution Readiness)
CERCLA	Comprehensive Environmental Response, Compensation and Recovery Act
CFR	Code of Federal Regulations
CPAF	Cost Plus Award Fee
CSB	Cold Stand By
CSD	Cold Shutdown
D&D	Decontamination and Decommissioning
DBT	Design Basis Threat
DEAR	Department of Energy Acquisition Regulation
DMSA	DOE Material Storage Area
DOE O	Department of Energy Order
DOE	Department of Energy
DSA	Documented Safety Analysis
DUF6	depleted uranium hexafluoride
DU	Deferred Unit
EEOICPA	Energy Employees Occupational Illness Compensation Program Act
EM	Office of Environmental Management
EPA	Environmental Protection Agency
EPACT	Energy Policy Act
ER	Environmental Remediation
ESH&Q	Environment, Safety, Health, and Quality
ETS	Environmental Technical Services
FAR	Federal Acquisition Regulation
FIMS	Facility Information Management System
FOIA	Freedom of Information Act
FSS	Facility Support Services
GDP	Gaseous Diffusion Plant
GFS/I	Government-Furnished Services and Information
HEU	Highly Enriched Uranium
IGWMP	Integrated Groundwater Monitoring Plan
ISMS	Integrated Safety Management System
LEU	Low Enriched Uranium
LLW	Low-Level Waste

LPP	LATA/Parallax Portsmouth, LLC
LTS	Long Term Stewardship
MLLW	Mixed Low-Level Waste
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
NCS	Nuclear Criticality Safety
NDA	Non-destructive Assay/Analysis
NEPA	National Environmental Policy Act
Ni	Nickel (element)
NMMSS	Nuclear Material Management and Safeguards System
NMC&A	Nuclear Material Control and Accountability
NPDES	National Pollutant Discharge and Elimination Systems
NQA-1	Nuclear Quality Assurance, Level 1
NRC	Nuclear Regulatory Commission
OSDF	On-Site Waste Disposal Facility
PEDP	Portsmouth External Dosimetry Program
PEIC	Portsmouth Environmental Information Center
PIDP	Portsmouth Internal Dosimetry Program
PIDS	Property Information Database System
PIRP	Portsmouth Radiological Instrumentation Program
PORTS	Portsmouth Gaseous Diffusion Plant
PPPO	Portsmouth Paducah Project Office
PRGs	Preliminary Remediation Goals
PRRP	Portsmouth Radiological Records Program
PWS	Performance Work Statement
QA/QC	Quality Assurance/Quality Control
QAP	Quality Assurance Program
R-114	refrigerant, coolant (1,2-dichlorotetrafluoroethane) C ₂ Cl ₂ F ₄
RCRA	Resource Conservation and Recovery Act
RFI	RCRA Facility Investigation
RI/FS	Remedial Investigation and Feasibility Studies
RSS	Radiological Site Services
S&M	Surveillance and Maintenance
S&S	Safeguards and Security
SNM	Special Nuclear Materials
SOW	Statement of Work
STD	Standard
SWMUs	Solid Waste Management Units
Tc-99	Technetium-99
TPMC	Theta Pro2Serve Management Company, LLC
TRU	Transuranic
TSCA	Toxic Substances Control Act
UDS	Uranium Disposition Services
UFNVA	Unclassified Foreign National Visits and Assignments

USDOE	United States Department of Energy
USEC	United States Enrichment Corporation
USEPA	United States Environmental Protection Agency
WAC	Waste Acceptance Criteria
WM	Waste Management
X-333	(see Table 1 – Initial Phase of Buildings and Areas)
X-533	(see Table 1 – Initial Phase of Buildings and Areas)
X-633	(see Table 1 – Initial Phase of Buildings and Areas)

SECTION J – ATTACHMENT 2
LISTS A & B

LIST A

REQUIREMENTS SOURCES AND IMPLEMENTING DOCUMENTS

Pursuant to Section I clause 970.5204-2 Laws, Regulations and DOE Directives (Dec 2000), this attachment contains a partial list of laws and regulations (List A), applicable to work performed under this Contract. Omission of any applicable law or regulation from List A does not affect the obligation of the Contractor to comply with such law or regulation.

Table J.2.1 Code of Federal Regulations (CFR)

Document Number	Title
10 CFR 63	Disposal of High-Level Radioactive Wastes in a Geologic Repository at Yucca Mountain, Nevada
10 CFR 71	Packaging And Transportation Of Radioactive Material
10 CFR 72	Licensing Requirements For The Independent Storage Of Spent Nuclear Fuel
10 CFR 73	Physical Protection Of Plants And Materials
10 CFR 436	Federal Energy Management And Planning Programs
10 CFR 707	Workplace Substance Abuse Programs At DOE Sites
10 CFR 708	DOE Contractor Employee Protection Program
10 CFR 710	Criteria And Procedures For Determining Eligibility For Access To Classified Matter Or Special Nuclear Material
10 CFR 712	Human Reliability Program
10 CFR 719	Contractor Legal Management Requirements
10 CFR 820	Procedural Rules For DOE Nuclear Activities
10 CFR 830	Nuclear Safety Management
10 CFR 824	Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations
10 CFR 835	Occupational Radiation Protection
10 CFR 850	Chronic Beryllium Disease Prevention Program
10 CFR 851	Worker Safety and Health Program
10 CFR 1021	National Environmental Policy Act Implementing Procedures
10 CFR 1022	Compliance with Floodplain and Wetland Environmental Review Requirements
29 CFR 1904	Recording And Reporting Occupational Injuries And Illnesses
29 CFR 1910	Occupational Safety And Health Standards
29 CFR 1926	Safety And Health Regulations For Construction
36 CFR 60	National Register of Historic Places
36 CFR 79	Curation of Federally Owned and Administered Archeological Collections
36 CFR 1220	Federal Records, General
36 CFR 1222	Creation And Maintenance Of Federal Records
36 CFR 1228	Disposition Of Federal Records
36 CFR 1232	Audiovisual Records Management

Document Number	Title
36 CFR 1234	Electronic Records Management
36 CFR 1236	Management of Vital Records
40 CFR 60.150	Standards Of Performance For New Stationary Sources
40 CFR 61	National Emission Standards for Hazardous Air Pollutants
40 CFR 82	Protection of Stratospheric Ozone
40 CFR 122	EPA Administered Permit Programs: The National Pollutant Discharge Elimination System
40 CFR 194.22	Criteria for the Certification and Re-Certification of the Waste Isolation Pilot Plant's Compliance With the 40 CFR Part 191 Disposal Regulations, Quality Assurance
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable To Generators Of Hazardous Waste
40 CFR 264	Standards For Owners And Operators Of Hazardous Waste Treatment, Storage, And Disposal Facilities
40 CFR 265	Interim Status Standards For Owners And Operators Of Hazardous Waste Treatment, Storage, And Disposal Facilities
40 CFR 268	Land Disposal Restrictions
40 CFR 300-372	Comprehensive Environmental Response, Compensation, and Liability Act
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning And Notification
40 CFR 370	Hazardous Chemical Reporting: Community Right-To-Know
40 CFR 372	Toxic Chemical Release Reporting: Community Right-To-Know
40 CFR 761	Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and use Prohibitions
40 CFR 763	Asbestos
41 CFR 101	Federal Property Management Regulations
41 CFR 102	Federal Management Regulations
41 CFR 109	DEPARTMENT OF ENERGY PROPERTY MANAGEMENT REGULATIONS
48 CFR Part 970.5203-2	Performance Improvement and Collaboration
48 CFR Part 970.5223-1	Integration of Environmental, Safety, and Health into the Work Planning and Execution
49 CFR 40	Procedures For Transportation Workplace Drug Testing Programs
49 CFR 130	Oil Spill Prevention and Response Plans
49 CFR 107	Hazardous Materials Program Procedures
49 CFR 171	General Information, Regulations, and Definitions
49 CFR 172	Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information and Training Requirements
49 CFR 173	Shippers -- General Requirements for Shipments and Packagings
49 CFR 174	Carriage By Rail
49 CFR 177	Carriage by Public Highway.

Document Number	Title
49 CFR 178	Specifications For Packagings
49 CFR 179	Specifications For Tank Cars
49 CFR 180	Continuing Qualification And Maintenance Of Packagings
49 CFR 383	Commercial Driver's License Standards, Requirements and Penalties
49 CFR 385	Safety Fitness Procedures
49 CFR 387	Minimum Levels Of Financial Responsibility For Motor Carriers
49 CFR 390	Federal Motor Carrier Safety Regulations: General
49 CFR 391	Qualifications of Drivers
49 CFR 392	Driving of Commercial Motor Vehicles
49 CFR 393	Parts and Accessories Necessary for Safe Operations
49 CFR 395	Hours Of Service Of Drivers
49 CFR 396	Inspection, Repair and Maintenance
49 CFR 397	Transportation of Hazardous Materials, Driving and Parking Rules

CONSENSUS STANDARDS	
American Industrial Hygiene Association (AIHA) "Emergency Response Planning Guidelines (ERPGs)"	
IEEE N323A- "Radiation Protection Instrumentation Test and Calibration- 05/01/97"	
American Public Health Association, American Water Works Assoc., Water Environment Fed., "Standard Methods for Water and Wastewater" (most current version)	
B.O.C.A., Uniform Building Code or Local Fire and Building Codes	
U.S. EPA Manual, SW 846, "Test Methods for Evaluating Solid Waste" (most current version) Nov. 1986	
U.S. EPA Manual, "Contract Laboratory Program Statement of Work for Organic and Inorganic Analyses" (most current version)	
U. S. EPA Manual, 400-R-92-001, "Manual of Protective Action Guides and Protective Actions for Nuclear Incidents", 1991	
Statement of Federal Financial Accounting Standards 6, 87, 106, 132	
NFPA 1 Fire Prevention Code	
NFPA 55 Compressed and Liquefied Gases in Portable Cylinders	
NFPA 505 Powered Industrial Trucks Including Type Designations, areas of Use, Maintenance and Operations 1992 Edition	

PUBLIC LAWS	
5 U.S.C. 552 et seq.	Freedom of Information Act (FOIA)
5 U.S.C. Appendix 2	Federal Advisory Committee Act (FACA)
18 U.S.C. 1170 and 25 U.S.C. 3001	Native American Graves Protection and Repatriation Act of 1990 (NAGPRA)
15 U.S.C. 2601	Toxic Substances Control Act (TSCA)
16 U.S.C. 470	National Historic Preservation Act (NHPA)
16 U.S.C. 469	Archeological and Historic Preservation Act (AHPA)

16 U.S.C. 470	Archeological Resources Protection Act (ARPA)
16 U.S.C. 703	Migratory Bird Treaty Act
16 U.S.C. 661	Fish and Wildlife Coordination Act
16 U.S.C. 2901	Fish and Wildlife Conservation Act
20 U.S.C., Ch. 6A, Sec. 107a	Randolph-Sheppard Vending Stand Act, as amended
29 U.S.C. 401 et seq.	Labor-Management Reporting and Disclosure Act of 1959
33 U.S.C. 1251	Clean Water Act (CWA)
40 U.S.C. 20	Federal Motor Vehicle Expenditure Control
40 U.S.C. 483	Federal Property Administrative Services Act
41 U.S.C. 422	Cost Accounting Standard Board
42 U.S.C. 2021 et seq.	Low-Level Radioactive Waste Policy Act, as amended
42 U.S.C. 2168 et seq.	Prohibition Against Dissemination of Certain Unclassified Information
42 U.S.C. 2286	Defense Nuclear Facilities Safety Board (DNFSB)
42 U.S.C. 2297-8(a)	The Public Health and Welfare
42 U.S.C. 7401	Clean Air Act (CAA)
42 U.S.C. 7256	National Defense Authorization Act
42 U.S.C. 7512	Classification and Attainment Dates
42 U.S.C. 7384	Energy Employees Occupational Illness Compensation Program Act (EEOICPA), Public Law 106-398
42 U.S.C. 11411	Title V of the Stewart B. McKinney Homeless Assistance Act, as amended
42 U.S.C. 2011-2259	Atomic Energy Act (AEA)
42 U.S.C. 9601	Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)
42 U.S.C. 7256	CERCLA Amendment
42 U.S.C. 9605	CERCLA National Contingency Plan (NCP)
42 U.S.C. 11001 - 11050	CERCLA Emergency Planning and Community Right to Know Act (EPCRA)
42 U.S.C. 9620	CERCLA Federal Facility Agreement (FFA)
42 U.S.C. 4321	National Environmental Policy Act (NEPA)
42 U.S.C. 300f	Safe Drinking Water Act (SDWA)
42 U.S.C. 13101- 13109	Pollution Prevention Act (PPA)
42 U.S.C. 6901	Resource Conservation & Recovery Act (RCRA)
16 U.S.C 1531	Endangered Species Act (ESA)
OMB Circular A-11	Preparation and Submission of Budget Estimates
	<u>Federal Facility Compliance Agreement</u> , U.S. EPA Docket FFCA-HW-001; Task 2, Work Plan Requirements, section d. Quality Assurance Project Plan, sections 1 and 2.
	International Air Transportation Association (IATA), "Dangerous Goods Regulations", most current version
	International Civil Aviation Organization (ICAO), Doc. 9284-AN/905 "Technical Instruction for the Safe Transport of Dangerous Goods"

	International Maritime Organization, "International Maritime Dangerous Goods Code", most current version
Public Law 97-255	Federal Managers Financial Integrity Act of 1982
Public Law 99-272	Consolidated Omnibus Reconciliation Act of 1985
Public Law 100-679	Office of Federal Procurement Policy Act Amendments of 1988
Public Law 102-368	Federal Facility Compliance Act of 1992
	Energy Policy Act of 2007
	National Defense Authorization Act of 1993
Executive Order 13423	Strengthening Federal Environmental, Energy, and Transportation Management and its Implementing Instructions
Executive Order 13221	Energy Efficient Standby Power Devices

LIST B

APPLICABLE DOE DIRECTIVES

Table J.2.2 The operating and administrative requirements, including the Contractor Requirements Documents, of the DOE directives listed below are applicable in whole or part in accordance with I.138.

DOE Directive (Orders, Policies, Notices, Manuals, Guidance, Standards)	Subject
DOE O 110.3A	Conference Management
DOE O 130.1, CRD	Budget Formulation Process
DOE M 140.1-1B, CRD	Interface with the Defense Nuclear Facilities Safety Board
DOE O 142.1	Classified Visits Involving Foreign Nationals
DOE O 142.2A, CRD	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE O 142.3, Chg. 1, CRD	Unclassified Foreign Visits and Assignments
DOE N 144.1	American Indian Tribal Government Policy
DOE O 150.1	Continuity Program
DOE O 151.1C, CRD	Comprehensive Emergency Management System
DOE G 151.1	Hazards Surveys and Assessments
DOE O 153.1	Departmental Radiological Emergency Response Assets
DOE O 200.1	Information Management Program
DOE M 200.1-1, Chapter 9	Telecommunications Security Manual
DOE O 200.1A CRD	Information Technology Management
DOE O 205.1A, CRD	Department of Energy Cyber Security Management Program
DOE M 205.1-4, CRD	National Security System Manual
DOE M 205.1-5, CRD	Cyber Security Process Requirements Manual
DOE M 205.1-6, CRD	Media Sanitization Manual
DOE M 205.1-7, CRD	Security Controls for Unclassified Information Systems Manual
DOE M 205.1-8, CRD	Cyber Security Incident Management Manual

DOE Directive (Orders, Policies, Notices, Manuals, Guidance, Standards)	Subject
DOE M 206.1, CRD	Department of Energy Privacy Program
DOE N 206.4, CRD	Personal Identity Verification Program
DOE N 206.5, CRD	Response and Notification Procedures for Data Breaches Involving Personally Identifiable Information
DOE O 210.2, CRD	DOE Corporate Operating Experience Program
DOE O 221.1A, CRD	Reporting Fraud, Waste, and Abuse to the Office of the Inspector General
DOE O 221.2A, CRD	Cooperation with the Office of Inspector General
DOE O 225.1A, CRD	Accident Investigations
DOE O 226.1A	Implementation of DOE Oversight Policy
DOE M 231.1-1A, Chg.2, CRD	Environment, Safety, and Health Reporting Manual
DOE M 231.1-2, CRD	Occurrence Reporting and Processing of Operations Information
DOE O 241.1A	Scientific and Technical Information Management
DOE O 243.1, CRD	Records Management Program
DOE O 243.2, CRD	Vital Records
DOE O 251.1B, CRD	Departmental Directives Program
DOE M 251.1-1B, CRD	Departmental Directives Program Manual
DOE O 252.1	Technical Standards Program
DOE O 341.1A	Federal Employee Health Services
DOE O 350.1, Chg. 1, CRD	Contractor Human Resource Management Programs (Chapters 1, 2, 8 & 9)
DOE O 410.2	Management of Nuclear Materials
DOE O 413.1A, CRD	Management Control Program
DOE O 413.1B, CRD	Internal Control Program
DOE O 413.3A, CRD	Program and Project Management for the Acquisition of Capital Assets (\$20M threshold for Total Project Cost)
DOE G 413.3-8	Environmental Management (EM) Cleanup Projects
DOE G 413.3 - 10	Earned Value Management System (EVMS)
DOE O 414.1C, CRD	Quality Assurance
DOE G 420.1-3	Implementation Guide for DOE Fire Protection and Emergency Service Programs

DOE Directive (Orders, Policies, Notices, Manuals, Guidance, Standards)	Subject
DOE O 420.1B , CRD	Facility Safety
DOE O 425.1C , CRD	Startup and Restart of Nuclear Facilities
DOE O 430.1B , Chg. 1, CRD	Real Property Asset Management
DOE O 430.2A	Departmental Energy and Utilities Management
DOE O 433.1A , CRD	Maintenance Management Program for DOE Nuclear Facilities
DOE O 435.1 , Chg 1, CRD	Radioactive Waste Management
DOE M 435.1-1 , Chg 1, CRD	Radioactive Waste Management Manual
DOE G 435.1-1	Implementation Guide for use with DOE M 435.1-1
DOE M 440.1-1A	DOE Explosives Safety Manual (invoked under 10CFR851)
DOE O 440.2B	Aviation Management and Safety
DOE O 442.1A , CRD	Department of Energy Employee Concerns Program
DOE M 442.1-1 , CRD	Differing Professional Opinions Manual for Technical
DOE O 450.1A , CRD	Environmental Protection Program
DOE M 450.4-1 , CRD	Integrated Safety Management System Manual
DOE G 450.1-2	Implementation Guide for Integrating Environmental Management Systems into Integrated Safety Management Systems
DOE O 460.1B , CRD	Packaging and Transportation Safety
DOE M 460.2-1A , CRD	Radioactive Material Transportation Practices
DOE O 460.2A	Departmental Materials Transportation and Packaging Management
DOE M 461.1-1 , Chg1	Packaging & Transfer of Materials of National Security Interest
DOE O 461.1A	Packaging and Transfer or Transportation of Materials of National Security Interest
DOE P 470.1	Integrated Safeguards and Security Management Policy
DOE O 470.2B , CRD	Independent Oversight and Performance Assurance Program
DOE N 470.3	Reciprocal Recognition of Existing Personnel Security Clearances
DOE O 470.3A	Design Basis Threat Policy (U)

DOE Directive (Orders, Policies, Notices, Manuals, Guidance, Standards)	Subject
DOE M 470.4-1, CRD	Safeguards and Security Program Planning and Management
DOE M 470.4-2A, CRD	Physical Protection
DOE M 470.4-3	Protective Force
DOE M 470.4-4, Chg. 1, CRD	Information Security
DOE M 470.4-5, CRD	Personnel Security
DOE M 470.4-6, Chg. 1, CRD	Nuclear Material Control and Accountability
DOE M 470.4-7	Safeguards and Security Program References
DOE M 471.1-1 Change 1	Identification and Protection of Unclassified Controlled Nuclear Information Manual
DOE O 471.1A, CRD	Identification and Protection of Unclassified Controlled Nuclear Information (UCNI)
DOE O 471.3, CRD	Identifying & Protecting Official Use Only Information
DOE M 471.2-1C	Classified Matter Protection and Control Manual
DOE M 471.3-1, CRD	Manual for Identifying & Protecting Official Use Only Information
DOE O 475.1, CRD	Counterintelligence Program
DOE M 475.1-1B, CRD	Manual for Identifying Classified Information
DOE O 475.2	Identifying Classified Information
DOE O 481.1C, CRD	Work for Others (Non-Department of Energy Funded Work)
DOE O 482.1, CRD	DOE Facilities Technology Partnering Programs
DOE O 484.1	Reimbursable Work for the Department of Homeland Security
DOE O 522.1	Pricing of Departmental Materials and Services
DOE O 534.1B, CRD	Accounting
DOE O 551.1C, CRD	Official Foreign Travel
DOE O 580.1, Chg. 1, CRD	Department of Energy Personal Property Management Program
DOE STD - 1027	Hazard Categorization and Accident Analysis Techniques for Compliance with DOE O 5480.23
DOE-STD-1134	Review Guide for Criticality Safety Evaluations
DOE-STD-1158	Self Assessment Standard for DOE Contractor

DOE Directive (Orders, Policies, Notices, Manuals, Guidance, Standards)	Subject
	Criticality Safety Programs
DOE-STD-3007	Guidelines for Preparing Criticality Safety Evaluations at Department of Energy Non-Reactor Nuclear Facilities
DOE O 1340.1B	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications
DOE O 1450.4	Consensual Listening-in to or Recording Telephone/Radio Conversations
DOE O 5400.5, Chg. 2	Radiation Protection of the Public and the Environment
DOE O 5480.19, Chg2	Conduct of Operations Requirements for DOE Facilities
DOE O 5480.20A, Chg1, CRD	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities

SECTION J - ATTACHMENT 3

GOVERNMENT FURNISHED PROPERTY LIST

*** Disclaimer: This Government Furnished Property list contains known equipment and may not be all inclusive.**

PROPERTY NUMBER	RESPONSIBLE CONTRACTOR	MANUFACTURER	MODEL NAME	DESCRIPTION	VALUE
P910074	D&D	CLARK	FORKLIFT	TRUCK, FORKLIFT	44430
P910089	D&D	CATERPILLAR	LOADER	FRONT-END LOADER	137430
P910091	D&D	MACK	MACK DUMP TRUCK	TRUCK, DUMP	54405
P910219	D&D	SITE	12040000	BATTERY CHARGER	49308
P910229	D&D	TOYOTA	2FBCA20	TRUCK, FORKLIFT	Unknown
P910241	D&D	SITE	1090800720	MONITOR, ECTION	31093
P910269	D&D	CATERPILLAR	CAT FORKLIFT	FORKLIFT	200000
P910272	D&D	CATERPILLAR	FORKLIFT	FORKLIFT	30000
P910273	D&D	CATERPILLAR	CAT FORKLIFT	FORKLIFT	25000
P910297	D&D	SITE	06170500650	CONTROL INSTRUMENTATION SYSTEM	57865
P910299	D&D	SITE	FILTER SYS	ULTRA FILTRATION SYSTEM, PROCESS	79455
P910305	D&D	SITE	AIR MONITOR	DETECTOR/METER/COUNTER, RADIATION	30568
P910328	D&D	OXFORD	5500XLB	MONITOR, RADIATION DETECTION	45000
P910332	D&D	BOBCAT	963	FORKLIFT, DIESEL	70495
P910333	D&D	LIFT KING	LK3024	LIFT TRUCK	131650
P910334	D&D	KOMATSU	PC300LC	EXCAVATOR WITH SHEAR	550303
P910335	D&D	PACVAN	DON & DOFF	DON & DOFF TRAILER	59432
P910336	D&D	PACVAN	BREAKROOM	BREAKROOM TRAILER	168181
P910337	D&D	PACVAN	OFFICE	OFFICE TRAILER	168728
P910338	D&D	PACVAN	RESTROOM	RESTROOM TRAILER	152866
P910345	D&D	CLARK	FORKLIFT	TRUCK, FORKLIFT	29089
P910346	D&D	CLARK	FORKLIFT	TRUCK, FORKLIFT	29089
P910357	D&D	CLARK	FORKLIFT	TRUCK, FORKLIFT	46466
P910368	D&D	SITE	12710000	TRAP, ALD	177827
P910369	D&D	SITE	12710000	TRAP, ALD	177832
P910376	D&D	KOMATSU	PC200LC3	TRACK HOE	80000
P910377	D&D	INTERNATIONAL	2050A	LOADER, FRONT-END	71463
P910378	D&D	BOBCAT	325D SERIES	EXCAVATOR	49592
P910380	D&D	LA BOUNTY	MSD30R	SHEAR HEAD	115694
P910470	D&D	CATERPILLAR	LIFT TRUCK	TRUCK, FORKLIFT	50000
P911024	D&D	JOHN DEERE	LC790	EXCAVATOR	75000
PA03002	D&D	JLG	300AJP	MAN LIFT TRUCK WITH ATTACHMENTS	24263
PA04034	D&D	TOYOTA	2FBCA20	TRUCK, FORKLIFT	14537
K332316	D&D	BERTHOLD	LB1043AS	MONITOR, HAND-FOOT	11480
K332343	D&D	BERTHOLD	LB1043AS	MONITOR, HAND-FOOT	11479

K32344	D&D	BERTHOLD	LB1043AS	MONITOR, HAND-FOOT	11479
P801750	D&D	SITE	10310400	CONTROLLER, PROGRAMMABLE	5692
P910060	D&D	SITE	4480500	PLATFORM, STEEL	5456
P910068	D&D	YALE	ERC030AAN	TRUCK, FORKLIFT	22133
P910106	D&D	SITE	18210000	COMPRESSOR, AIR	11049
P910177	D&D	SITE	TRAILERS	BUILDING,TEMP,INCL TRAILER/FIXED STRUCTR	11901
P910189	D&D	SITE	TANKS	TANK, SPECIAL METALS OR STAINLESS STEEL	5125
P910210	D&D	CLARK	FORKLIFT	TRUCK, FORKLIFT	18931
P910211	D&D	CLARK	EC500-20D	TRUCK, FORKLIFT	17808
P910214	D&D	SITE	42110000	FIXTURE, LIFTING (SPECIAL)	13495
P910216	D&D	SITE	14010000	BENCH, LABORATORY, METAL	13455
P910220	D&D	SITE	12352500	GENERATOR, ELECTRIC	15087
P910221	D&D	SITE	50107000	DETECTOR, METAL, INSTALLED	5170
P910232	D&D	SITE	18210000	COMPRESSOR, AIR	7938
P910244	D&D	SITE	20402000	FURNACE, SPACE HEATING	14738
P910252	D&D	MITSUBISHI	FG10	TRUCK, FORKLIFT	13116
P910262	D&D	YALE	FORKLIFT	FORKLIFT	11406
P910264	D&D	CATERPILLAR	FORKLIFT	FORKLIFT	20000
P910265	D&D	CATERPILLAR	FORKLIFT	FORKLIFT	10000
P910266	D&D	CATERPILLAR	V150	TRUCK, FORKLIFT	20000
P910270	D&D	CATERPILLAR	FORKLIFT	FORKLIFT	10000
P910271	D&D	CATERPILLAR	FORKLIFT	FORKLIFT	10000
P910274	D&D	CATERPILLAR	CAT FORKIFT	FORKLIFT	10000
P910275	D&D	CATERPILLAR	CAT FORKIFT	FORKLIFT	10000
P910279	D&D	CLARK	CLARK FORKLIFT	TRUCK, FORKLIFT	22350
P910329	D&D	CATERPILLAR	FORKLIFT	FORKLIFT	Unknown
P910348	D&D	CLARK	FORKLIFT	TRUCK, FORKLIFT	23575
P910349	D&D	CLARK	FORKLIFT	TRUCK, FORKLIFT	23575
P910350	D&D	CLARK	FORKLIFT	TRUCK, FORKLIFT	23575
P910354	D&D	CLARK	FORKLIFT	TRUCK, FORKLIFT	23575
P910355	D&D	CLARK	FORKLIFT	TRUCK, FORKLIFT	23575
P910356	D&D	CLARK	FORKLIFT	TRUCK, FORKLIFT	23575
P910458	D&D	HERCULES	DRUM DUMPER	DRUM DUMPER PORTABLE HERCULES	8252
P910468	D&D	SITE	COLLECTOR	COLLECTOR, DUST, DRY, OR WET	17586
P910475	D&D	SITE	COLLECTOR	COLLECTOR, DUST, DRY, OR WET	17585
P911003	D&D	DURATEK	30 ECV	EXTRATION TROLLEY WITH SADDLE	16816

PA01652	D&D	EAGLE OPTICS	8X42 TRIUMPH	FIELD GLASSES	100
PA01967	D&D	CANON	POWER SHOT SD400	CAMERA	371
PA01970	D&D	CANON	POWER SHOT SD400	CAMERA	349
PA01981	D&D	JLG	300AJP	MAN LIFT TRUCK WITH ATTACHMENTS	24263
PA01996	D&D	JOHN DEERE	GATOR	TRUCK UTILITY GATOR	14300
PA01997	D&D	JOHN DEERE	GATOR	TRUCK UTILITY GATOR	14300
PA02804	D&D	CANON	PC1004 POWERSHOT G1	CAMERA, DIGITAL	300
PA03001	D&D	SONY	XVD1000	GENERATOR, DIGITAL VIDEO	300
PA03008	D&D	JOHN DEERE	GATOR	TRUCK UTILITY GATOR	14300
PA03009	D&D	JOHN DEERE	GATOR	TRUCK UTILITY GATOR	14300
PA03010	D&D	JOHN DEERE	GATOR	TRUCK UTILITY GATOR	14300
PA03011	D&D	JOHN DEERE	GATOR	TRUCK UTILITY GATOR	14300
PA03044	D&D	JOHN DEERE	GATOR	TRUCK UTILITY GATOR	14500
PA03054	D&D	COLUMBIA PARCAR	BC3-L	WHEEL FLATBEDBURDEN ELECTRIC CARRIER	6000
PA03060	D&D	CANON	GL-2	DIGITAL VIDEO CAMERA AND KIT	2429
PA03061	D&D	CANON	GL-2	DIGITAL VIDEO CAMERA AND KIT	2429
PA03062	D&D	KODAK	EASY SHARE C743	SILVER COMBO	201
PA03073	D&D	MICRON	80 GP DUPLEX DV80	CARBON STEEL/ STAINLESS STEEL BAG FILTER	8052
PA03075	D&D	NILFISK	80	VACUUM, HEPA	1075
PA03076	D&D	NILFISK	80	VACUUM, HEPA	1075
PA03082	D&D	INTERMEC	CK30AB	HANDHELD MONO COMPUTER TOUCH SCREEN	1222
PA03087	D&D	RYZEX, INC.	S4M DIRECT THERMAL	THERMAL TRANSFER BAR CODE PRINTER	1000
PA03102	D&D	TRANSPORT	1010 TRAILER	1010 GAL. TRAILER	5500
PA03118	D&D	EESIFLO	10FP	HANDHELD FLOWMETER	6500
PA03120	D&D	CINCY	AIR STRIPPER MOTOR	MOTOR	2450
PA03122	D&D	GEO XH	STANDALONE	STANDALONE SYSTEM	5300
PA03123	D&D	TERRASYNC	SOFTWARE	SOFTWARE	2700
PA03128	D&D	LENOX	VIDEOFLEX SERIES	6MM VIDEOSCOPE SYSTEM	8950
PA03148	D&D	LABOUNTY	UP40	DEMOLITION PROCESSOR	15000
PA03212	D&D	SONY	DSCW150B	BLACK CYBER-SHOT W150 DIGITAL CAMERA	200
PA05131	D&D	MILLER	SPECTRUM 125C	CUTTER, PLASMA	1158
PA03173	FSS	DELL	POWEREDGE 2950	WINDOWS SERVER	11998
PA03175	FSS	HEWLETT-PACKARD	2003A	PRINTER	172
P910077	FSS	SITE	46014000	GRADER, ROAD	52046
P910092	FSS	SITE	46012500	EXCAVATOR, HYDRAULIC	93164

P910093	FSS	SITE	42117000	TRACTOR, INDUSTRIAL	92790
P910259	FSS	VOLVO	DUMP TRUCK	TRUCK, REFUSE OR GARBAGE	84156
P910390	FSS	AEBI	TT20	LAWN TRACTOR	77758
PA02194	FSS	SUN	SUNFIRE V880	UNIX SERVER	60000
P910070	FSS	DREXEL	FL40EX	TRUCK, FORKLIFT	69155
P910367	FSS	SITE	6330000	ELECTRIC POWER DISTRIBUTION SYS, PROCESS	50974
P912129	FSS	BRODERSON	IC 200	PLATFORM CRANE	89474
PA05029	FSS	DELL	1908FP	19" FLAT PANEL	239
PA02468	FSS	DELL	19" FLAT PANEL	MONITOR	203
PA02669	FSS	DELL	SE197FP	MONITOR	200
PA02676	FSS	DELL	SE197FP	MONITOR	200
PA02703	FSS	HEWLETT PACKARD	FLAT PANEL	MONITOR	200
PA02932	FSS	DELL	ULTRASHARP 1908FP	MONITOR	250
PA05026	FSS	DELL	1908FP	19" FLAT PANEL	239
PA02135	FSS	DELL	FLAT PANEL	MONITOR	256
PA02933	FSS	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02941	FSS	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02892	FSS	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02943	FSS	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02944	FSS	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02929	FSS	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02273	FSS	DELL	FLAT PANEL	MONITOR	253
PA02604	FSS	DELL	FLAT PANEL	MONITOR	309
PA02894	FSS	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02940	FSS	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02719	FSS	HEWLETT PACKARD	FLAT PANEL	MONITOR	300
PA02935	FSS	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02945	FSS	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02670	FSS	DELL	SE197FP	MONITOR	200
PA02899	FSS	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02482	FSS	DELL	24" FLAT PANEL	MONITOR	256
PA01748	FSS	AOC	9GLR	MONITOR	250
PA01826	FSS	NEC	ACCUSYNC 120	MONITOR	150
PA01948	FSS	GATEWAY	FLAT SCREEN	MONITOR	300
PA02120	FSS	AOC	9GLR	MONITOR	250
PA02338	FSS	DELL	1704FPV	MONITOR	256
PA02352	FSS	DELL	18" FLAT PANEL	MONITOR	200

PA02361	FSS	DELL	DELL	ULTRASHARP 1908FP	MONITOR	253
PA02362	FSS	DELL	DELL	ULTRASHARP 1908FP	MONITOR	253
PA02435	FSS	DELL	DELL	FLAT PANEL	MONITOR	250
PA02477	FSS	HEWLETT PACKARD	HEWLETT PACKARD	FLAT PANEL	MONITOR	200
PA02488	FSS	DELL	DELL	18" FLAT PANEL	MONITOR	256
PA02491	FSS	DELL	DELL	0	MONITOR	250
PA02511	FSS	DELL	DELL	19" FLAT PANEL	MONITOR	249
PA02559	FSS	DELL	DELL	19" FLAT PANEL	MONITOR	203
PA02561	FSS	DELL	DELL	19" FLAT PANEL	MONITOR	203
PA02583	FSS	NEC	NEC	NEC MONITOR	MONITOR	100
PA02677	FSS	DELL	DELL	SE197FP	MONITOR	200
PA02679	FSS	DELL	DELL	SE197FP	MONITOR	200
PA02716	FSS	HEWLETT PACKARD	HEWLETT PACKARD	FLAT PANEL	MONITOR	200
PA02832	FSS	DELL	DELL	ULTRASHARP 1908FP	MONITOR	281
PA02897	FSS	DELL	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02900	FSS	DELL	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02902	FSS	DELL	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02930	FSS	DELL	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02964	FSS	GATEWAY	GATEWAY	EV700	MONITOR	Unknown
PA05027	FSS	DELL	DELL	1908FP	19" FLAT PANEL	239
PA05033	FSS	DELL	DELL	1908FP	19" FLAT PANEL	239
PA05034	FSS	DELL	DELL	1908FP	19" FLAT PANEL	239
PA05040	FSS	DELL	DELL	1908FP	19" FLAT PANEL	239
PA05043	FSS	DELL	DELL	1908FP	19" FLAT PANEL	239
PA05087	FSS	DELL	DELL	1908FP	19" FLAT PANEL	239
PA05092	FSS	DELL	DELL	1908FP	19" FLAT PANEL	239
PA05109	FSS	DELL	DELL	1908FP	19" FLAT PANEL	225
PA05110	FSS	DELL	DELL	1908FP	19" FLAT PANEL	225
PA05115	FSS	DELL	DELL	E173FP	MONITOR	300
PA05124	FSS	DELL	DELL	E207WFP	MONITOR, FLAT PANEL 20"	206
PA05037	FSS	DELL	DELL	1908FP	19" FLAT PANEL	239
PA02359	FSS	DELL	DELL	8GNQ	MONITOR	256
PA02612	FSS	DELL	DELL	FLAT PANEL	MONITOR	309
PA02753	FSS	VIEWSONIC	VIEWSONIC	VE701B	MONITOR	250
PA02898	FSS	DELL	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02934	FSS	DELL	DELL	ULTRASHARP 1908FP	MONITOR	250
PA05039	FSS	DELL	DELL	1908FP	19" FLAT PANEL	239

PA02665	FSS	DELL	SE197FP	MONITOR	200
PA02678	FSS	DELL	SE197FP	MONITOR	200
PA02613	FSS	DELL	19" FLAT PANEL	MONITOR	309
PA05036	FSS	DELL	1908FP	19" FLAT PANEL	239
PA02389	FSS	DELL	FLAT SCREEN MONITOR	MONITOR	256
PA02476	FSS	DELL	FLAT SCREEN MONITOR	MONITOR	256
PA02554	FSS	DELL	19" FLAT PANEL	MONITOR	203
PA02891	FSS	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02904	FSS	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02926	FSS	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02833	FSS	DELL	ULTRASHARP 1908FP	MONITOR	281
PA02530	FSS	DELL	19" FLAT PANEL	MONITOR	500
PA02605	FSS	DELL	FLAT PANEL	MONITOR	309
PA02464	FSS	DELL	FLAT PANEL	MONITOR	200
PA02558	FSS	DELL	19" FLAT PANEL	MONITOR	203
PA05055	FSS	DELL	1908FP	19" FLAT PANEL	239
PA02903	FSS	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02448	FSS	DELL	FLAT PANEL	MONITOR	250
PA05025	FSS	DELL	1908FP	19" FLAT PANEL	239
PA02551	FSS	DELL	19" FLAT PANEL	MONITOR	203
PA02560	FSS	DELL	19" FLAT PANEL	MONITOR	203
PA02336	FSS	DELL	FLAT PANEL	MONITOR	500
PA05042	FSS	DELL	1908FP	19" FLAT PANEL	239
PA02901	FSS	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02606	FSS	DELL	FLAT PANEL	MONITOR	309
PA02434	FSS	DELL	NONE	MONITOR	300
PA02608	FSS	DELL	FLAT PANEL	MONITOR	309
PA02895	FSS	DELL	ULTRASHARP 1908FP	MONITOR	250
PA05024	FSS	DELL	1908FP	19" FLAT PANEL	239
PA02524	FSS	DELL	2001FB	MONITOR	256
PA05030	FSS	DELL	1908FP	19" FLAT PANEL	239
PA02553	FSS	DELL	ULTRASHARP 1908FP	MONITOR	203
PA02611	FSS	DELL	FLAT PANEL	MONITOR	309
PA02607	FSS	DELL	FLAT PANEL	MONITOR	309
PA02021	FSS	DELL	FLAT PANEL	MONITOR	256
PA05028	FSS	DELL	1908FP	19" FLAT PANEL	239
PA05041	FSS	DELL	1908FP	19" FLAT PANEL	239

PA02896	FSS	DELL	DELL	ULTRASHARP 1908FP	MONITOR	250
PA05090	FSS	DELL	DELL	1908FP	19" FLAT PANEL	239
PA02732	FSS	IBM	IBM MONITOR		MONITOR	249
PA02609	FSS	DELL	FLAT PANEL		MONITOR	309
PA02938	FSS	DELL	ULTRASHARP 1908FP		MONITOR	250
PA02527	FSS	DELL	19" FLAT PANEL		MONITOR	356
PA02555	FSS	DELL	19" FLAT PANEL		MONITOR	230
PA05032	FSS	DELL	1908FP	19" FLAT PANEL	19" FLAT PANEL	239
PA02667	FSS	DELL	SE197FP		MONITOR	200
PA02469	FSS	DELL	19" FLAT PANEL		MONITOR	203
PA02664	FSS	DELL	SE197FP		MONITOR	200
PA01829	FSS	NEC	ACCUSYNC 120		MONITOR	150
PA05035	FSS	DELL	1908FP	19" FLAT PANEL	19" FLAT PANEL	239
PA02480	FSS	DELL	18" FLAT PANEL		MONITOR	500
PA02672	FSS	DELL	SE197FP		MONITOR	200
PA02673	FSS	DELL	SE197FP		MONITOR	200
PA02927	FSS	DELL	ULTRASHARP 1908FP		MONITOR	250
PA02928	FSS	DELL	ULTRASHARP 1908FP		MONITOR	250
PA02463	FSS	DELL	19" FLAT PANEL		MONITOR	203
PA02671	FSS	DELL	SE197FP		MONITOR	200
PA05107	FSS	DELL	1908FP	19" FLAT PANEL	19" FLAT PANEL	225
PA02893	FSS	DELL	ULTRASHARP 1908FP		MONITOR	250
PA02905	FSS	DELL	ULTRASHARP 1908FP		MONITOR	250
PA02906	FSS	DELL	ULTRASHARP 1908FP		MONITOR	250
PA02552	FSS	DELL	18" FLAT PANEL		MONITOR	203
PA02467	FSS	DELL	19" FLAT PANEL		MONITOR	203
PA05088	FSS	DELL	1908FP	19" FLAT PANEL	19" FLAT PANEL	239
PA02383	FSS	DELL	FLAT SCREEN MONITOR		MONITOR	256
PA02475	FSS	DELL	FLAT SCREEN MONITOR		MONITOR	256
PA05023	FSS	DELL	1908FP	19" FLAT PANEL	19" FLAT PANEL	239
PA02831	FSS	DELL	ULTRASHARP 1908FP		MONITOR	281
PA02890	FSS	DELL	ULTRASHARP 1908FP		MONITOR	250
PA02556	FSS	DELL	19" FLAT PANEL		MONITOR	203
PA02674	FSS	DELL	SE197FP		MONITOR	200
PA02675	FSS	DELL	SE197FP		MONITOR	200
PA02510	FSS	DELL	19" FLAT PANEL		MONITOR	249
PA02610	FSS	DELL	FLAT PANEL		MONITOR	309

PA02939	FSS	DELL	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02666	FSS	DELL	DELL	SE197FP	MONITOR	200
PA05038	FSS	DELL	DELL	1908FP	19" FLAT PANEL	239
PA02481	FSS	DELL	DELL	19" FLAT PANEL	MONITOR	256
PA02907	FSS	DELL	DELL	ULTRASHARP 1908FP	MONITOR	250
PA05031	FSS	DELL	DELL	1908FP	19" FLAT PANEL	239
PA02584	FSS	DELL	DELL	19" FLAT PANEL	MONITOR	249
PA05108	FSS	DELL	DELL	1908FP	19" FLAT PANEL	225
PA02479	FSS	DELL	DELL	18" FLAT PANEL	MONITOR	500
PA02382	FSS	DELL	DELL	FLAT SCREEN MONITOR	MONITOR	256
PA02390	FSS	DELL	DELL	FLAT SCREEN MONITOR	MONITOR	256
PA02557	FSS	DELL	DELL	19" FLAT PANEL	MONITOR	203
PA02942	FSS	DELL	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02355	FSS	DELL	DELL	1704FPV	MONITOR	256
PA01638	FSS	GATEWAY	GATEWAY	TUBE	MONITOR	50
PA02562	FSS	DELL	DELL	19" FLAT PANEL	MONITOR	203
PA02830	FSS	DELL	DELL	ULTRASHARP 1908FP	MONITOR	281
PA02888	FSS	DELL	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02119	FSS	AOC	AOC	TUBE	MONITOR	100
PA02680	FSS	DELL	DELL	SE197FP	MONITOR	200
PA02681	FSS	DELL	DELL	SE197FP	MONITOR	200
PA02931	FSS	DELL	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02936	FSS	DELL	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02937	FSS	DELL	DELL	ULTRASHARP 1908FP	MONITOR	250
PA02668	FSS	DELL	DELL	SE197FP	MONITOR	200
PA00031	FSS	HEWLETT PACKARD	HEWLETT PACKARD	LASERJET 4	PRINTER	2000
PA00253	FSS	HEWLETT PACKARD	HEWLETT PACKARD	LASERJET	PRINTER	2000
PA01080	FSS	HEWLETT PACKARD	HEWLETT PACKARD	LASERJET 4	PRINTER	2000
PA01134	FSS	HEWLETT PACKARD	HEWLETT PACKARD	HP SCANNER	SCANNER	300
PA01217	FSS	DELL	DELL	OPTIPLX GX280	DESKTOP CPU	1026
PA01327	FSS	GATEWAY	GATEWAY	E-3000	DESKTOP CPU	2500
PA01389	FSS	HEWLETT PACKARD	HEWLETT PACKARD	DESKJET CXI	PRINTER	1500
PA01408	FSS	INTERMEC	INTERMEC	3400	PRINTER	500
PA01502	FSS	HEWLETT PACKARD	HEWLETT PACKARD	LASERJET	PRINTER	1500
PA01512	FSS	HEWLETT PACKARD	HEWLETT PACKARD	LASERJET 4 PLUS	PRINTER	1500
PA01516	FSS	HEWLETT PACKARD	HEWLETT PACKARD	LASERJET 4 PLUS	PRINTER	1500
PA01525	FSS	HEWLETT PACKARD	HEWLETT PACKARD	4100, LASERJET	PRINTER	800

PA01566	FSS	HEWLETT PACKARD	4600	PRINTER	2500
PA01568	FSS	HEWLETT PACKARD	4600	PRINTER	2500
PA01576	FSS	HEWLETT-PACKARD	D530	DESKTOP CPU	1000
PA01577	FSS	HEWLETT-PACKARD	D530	DESKTOP CPU	1000
PA01578	FSS	HEWLETT-PACKARD	D530	DESKTOP CPU	1000
PA01581	FSS	HEWLETT-PACKARD	D530C	DESKTOP CPU	700
PA01582	FSS	COMPAQ	EVO	DESKTOP CPU	1000
PA01586	FSS	COMPAQ	EVO	DESKTOP CPU	1000
PA01587	FSS	COMPAQ	EVO	DESKTOP CPU	1000
PA01595	FSS	COMPAQ	EVO	DESKTOP CPU	1000
PA01602	FSS	HEWLETT PACKARD	DESIGNJET 350C	PLOTTER	2000
PA01629	FSS	HEWLETT-PACKARD	D530	DESKTOP CPU	800
PA01631	FSS	HEWLETT-PACKARD	D530C	DESKTOP CPU	700
PA01632	FSS	HEWLETT-PACKARD	D530C	DESKTOP CPU	700
PA01635	FSS	HEWLETT-PACKARD	D530	DESKTOP CPU	1000
PA01655	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1026
PA01656	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1026
PA01705	FSS	HEWLETT-PACKARD	D530C	DESKTOP CPU	500
PA01707	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	800
PA01711	FSS	HEWLETT-PACKARD	D530C	DESKTOP CPU	1026
PA01712	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	500
PA01713	FSS	HEWLETT-PACKARD	D530	DESKTOP CPU	500
PA01717	FSS	HEWLETT-PACKARD	D530C	DESKTOP CPU	500
PA01720	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	500
PA01722	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	800
PA01725	FSS	HEWLETT-PACKARD	D530C	DESKTOP CPU	500
PA01726	FSS	HEWLETT-PACKARD	D530C	DESKTOP CPU	500
PA01727	FSS	HEWLETT-PACKARD	D530C	DESKTOP CPU	500
PA01728	FSS	HEWLETT-PACKARD	D530C	DESKTOP CPU	500
PA01742	FSS	HEWLETT-PACKARD	D530C	DESKTOP CPU	500
PA01752	FSS	HEWLETT-PACKARD	D530C	DESKTOP CPU	500
PA01757	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	500
PA01759	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	1000
PA01760	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	500
PA01763	FSS	HEWLETT-PACKARD	D530C	DESKTOP CPU	500
PA01764	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	500
PA01765	FSS	HEWLETT PACKARD	DC5000	DESKTOP CPU	800

PA01766	FSS	HEWLETT-PACKARD	D530C	DESKTOP CPU	500
PA01771	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	800
PA01775	FSS	HEWLETT-PACKARD	D530C	DESKTOP CPU	500
PA01778	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	500
PA01783	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	500
PA01791	FSS	HEWLETT-PACKARD	D530C	DESKTOP CPU	500
PA01795	FSS	HEWLETT-PACKARD	D530	DESKTOP CPU	500
PA01798	FSS	HEWLETT-PACKARD	D530	DESKTOP CPU	500
PA01800	FSS	HEWLETT-PACKARD	DC5000	DESKTOP CPU	500
PA01801	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	800
PA01809	FSS	HEWLETT-PACKARD	DC5000	DESKTOP CPU	500
PA01812	FSS	HEWLETT-PACKARD	D530C	DESKTOP CPU	500
PA01813	FSS	HEWLETT-PACKARD	DESKJET 9650	PRINTER	800
PA01836	FSS	HEWLETT-PACKARD	DC5000	DESKTOP CPU	500
PA01837	FSS	HEWLETT-PACKARD	D530C	DESKTOP CPU	1026
PA01844	FSS	HEWLETT-PACKARD	DC5000	DESKTOP CPU	1026
PA01849	FSS	HEWLETT-PACKARD	HP COMPAQ	DESKTOP CPU	1026
PA01853	FSS	DELL	OPTI PLEX GX620	DESKTOP CPU	1026
PA01854	FSS	DELL	OPTI PLEX GX620	DESKTOP CPU	1026
PA01856	FSS	DELL	OPTI PLEX GX620	DESKTOP CPU	1026
PA01857	FSS	DELL	OPTI PLEX GX620	DESKTOP CPU	1026
PA01858	FSS	DELL	OPTI PLEX GX280	DESKTOP CPU	1026
PA01859	FSS	DELL	OPTI PLEX GX620	DESKTOP CPU	1026
PA01860	FSS	DELL	OPTI PLEX GX620	DESKTOP CPU	1026
PA01863	FSS	DELL	OPTI PLEX GX620	DESKTOP CPU	1000
PA01864	FSS	DELL	OPTI PLEX GX620	DESKTOP CPU	1026
PA01865	FSS	DELL	OPTI PLEX GX620	DESKTOP CPU	1026
PA01867	FSS	DELL	OPTI PLEX GX620	DESKTOP CPU	1026
PA01868	FSS	DELL	OPTI PLEX GX620	DESKTOP CPU	1026
PA01870	FSS	DELL	OPTI PLEX GX620	DESKTOP CPU	1026
PA01883	FSS	DELL	OPTI PLEX GX620	DESKTOP CPU	1026
PA01884	FSS	DELL	OPTI PLEX GX620	DESKTOP CPU	1026
PA01885	FSS	DELL	OPTI PLEX GX620	DESKTOP CPU	1026
PA01886	FSS	DELL	OPTI PLEX GX620	DESKTOP CPU	1026
PA01887	FSS	DELL	OPTI PLEX GX620	DESKTOP CPU	1026
PA01888	FSS	DELL	OPTI PLEX GX280	DESKTOP CPU	1026
PA01889	FSS	DELL	OPTI PLEX GX620	DESKTOP CPU	1026

PA01890	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1026
PA01891	FSS	DELL	OPTIPLX GX280	DESKTOP CPU	1026
PA01892	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1026
PA01893	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1026
PA01907	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1000
PA01924	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1026
PA01925	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1717
PA01937	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1026
PA01938	FSS	GATEWAY	DESKTOP	DESKTOP CPU	1026
PA01954	FSS	DELL	OPTIPLX 170L	DESKTOP CPU	800
PA01955	FSS	DELL	OPTIPLX 170L	DESKTOP CPU	1026
PA01956	FSS	DELL	OPTIPLX 170L	DESKTOP CPU	1026
PA01959	FSS	DELL	OPTIPLX 170L	DESKTOP CPU	1026
PA01963	FSS	DELL	OPTIPLX 170L	DESKTOP CPU	1026
PA01964	FSS	DELL	OPTIPLX 170L	DESKTOP CPU	1026
PA01965	FSS	DELL	OPTIPLX 170L	DESKTOP CPU	1026
PA01968	FSS	HEWLETT PACKARD	HP PRINTER	PRINTER	2000
PA01971	FSS	HEWLETT PACKARD	7220	PLOTTER	310
PA01972	FSS	HEWLETT PACKARD	OFFICE JET 7210	PRINTER	310
PA01977	FSS	DELL	OPTIPLX 170L	DESKTOP CPU	1000
PA01979	FSS	DELL	LATITUDE D610	LAPTOP CPU	800
PA02001	FSS	DELL	OPTIPLX GX280	DESKTOP CPU	1026
PA02030	FSS	DELL	OPTIPLX GX280	DESKTOP CPU	1026
PA02032	FSS	DELL	OPTIPLX GX280	DESKTOP CPU	1026
PA02036	FSS	COMPAQ	EVO	DESKTOP CPU	1026
PA02038	FSS	DELL	OPTIPLX GX280	DESKTOP CPU	1026
PA02049	FSS	COMPAQ	EVO	DESKTOP CPU	1026
PA02068	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1026
PA02085	FSS	GATEWAY	PENTIUM	DESKTOP CPU	1000
PA02086	FSS	DELL	OPTIPLX GX280	DESKTOP CPU	1026
PA02091	FSS	DELL	OPTIPLX GX280	DESKTOP CPU	1026
PA02093	FSS	DELL	OPTIPLX 170L	DESKTOP CPU	1026
PA02097	FSS	DELL	OPTIPLX GX280	DESKTOP CPU	1026
PA02110	FSS	HEWLETT PACKARD	LASER JET 4350TN	PRINTER	2000
PA02112	FSS	HEWLETT PACKARD	DESIGN JET 4000	PRINTER	2000
PA02115	FSS	HEWLETT PACKARD	OFFICE JET 7210	PRINTER	2000
PA02118	FSS	BROTHER	INTELLIFAX 3800	FAX	200

PA02122	FSS	HEWLETT PACKARD	DESK JET 5550N	PRINTER	800
PA02124	FSS	HEWLETT PACKARD	4100, LASERJET	PRINTER	2000
PA02136	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1026
PA02137	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1026
PA02142	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	800
PA02145	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1000
PA02155	FSS	HEWLETT PACKARD	750C	PLOTTER	300
PA02157	FSS	HEWLETT PACKARD	HP PRINTER	PRINTER	2000
PA02158	FSS	HEWLETT PACKARD	HP PRINTER	PRINTER	2000
PA02167	FSS	BROTHER	INTELLIFAX 3800	FAX	300
PA02175	FSS	DELL	LATITUDE D610	LAPTOP CPU	1000
PA02176	FSS	DELL	LATITUDE D610	LAPTOP CPU	1500
PA02177	FSS	HEWLETT PACKARD	HP PRINTER	PRINTER	2000
PA02178	FSS	HEWLETT PACKARD	HP PRINTER	PRINTER	2000
PA02179	FSS	DELL	POWEREDGE 1850	WINDOWS SERVER	1000
PA02183	FSS	DELL	POWER EDGE 2850	WINDOWS SERVER	1000
PA02210	FSS	DELL	LATITUDE D610	LAPTOP CPU	1500
PA02211	FSS	HEWLETT PACKARD	XE2 - OMNIBOOK	LAPTOP CPU	1500
PA02216	FSS	HEWLETT-PACKARD	VECTRA	DESKTOP CPU	1200
PA02218	FSS	DELL	LATITUDE D610	LAPTOP CPU	1500
PA02222	FSS	DELL	LATITUDE D610	LAPTOP CPU	1000
PA02224	FSS	DELL	POWEREDGE 2850	WINDOWS SERVER	7000
PA02225	FSS	DELL	POWEREDGE 2850	WINDOWS SERVER	7000
PA02236	FSS	DELL	POWEREDGE 1850	WINDOWS SERVER	4000
PA02237	FSS	COMPAQ	PROLIANT DL360	WINDOWS SERVER	1000
PA02238	FSS	COMPAQ	PROLIANT DL360	WINDOWS SERVER	1000
PA02239	FSS	DELL	POWER EDGE 2850	WINDOWS SERVER	7000
PA02253	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1026
PA02255	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1000
PA02256	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1026
PA02259	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1026
PA02260	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1026
PA02262	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1026
PA02267	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	800
PA02269	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1026
PA02270	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1026
PA02272	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1000

PA02339	FSS	DELL	OPTIPILEX GX620	DESKTOP CPU	1000
PA02342	FSS	DELL	OPTIPILEX GX620	DESKTOP CPU	1026
PA02343	FSS	DELL	OPTIPILEX GX620	DESKTOP CPU	1026
PA02347	FSS	DELL	OPTIPILEX GX620	DESKTOP CPU	1026
PA02349	FSS	DELL	OPTIPILEX GX620	DESKTOP CPU	1000
PA02356	FSS	DELL	OPTIPILEX GX620	DESKTOP CPU	1026
PA02363	FSS	DELL	OPTIPILEX GX620	DESKTOP CPU	1000
PA02364	FSS	DELL	OPTIPILEX GX280	DESKTOP CPU	1026
PA02365	FSS	DELL	OPTIPILEX GX620	DESKTOP CPU	1026
PA02370	FSS	DELL	OPTIPILEX 170L	DESKTOP CPU	1000
PA02384	FSS	DELL	LATITUDE D600	LAPTOP CPU	1500
PA02397	FSS	DELL	POWEREDGE 1950	WINDOWS SERVER	4000
PA02399	FSS	DELL	INSPIRON 6400	LAPTOP CPU	1000
PA02400	FSS	DELL	INSPIRON 6400	LAPTOP CPU	800
PA02414	FSS	DELL	OPTIPILEX GX620	DESKTOP CPU	1000
PA02415	FSS	DELL	OPTIPILEX GX620	DESKTOP CPU	1000
PA02417	FSS	DELL	OPTIPILEX GX620	DESKTOP CPU	1000
PA02418	FSS	DELL	OPTIPILEX GX620	DESKTOP CPU	1000
PA02421	FSS	DELL	OPTIPILEX GX620	DESKTOP CPU	1000
PA02423	FSS	DELL	OPTIPILEX GX620	DESKTOP CPU	1000
PA02425	FSS	DELL	OPTIPILEX GX620	DESKTOP CPU	1000
PA02431	FSS	DELL	OPTIPILEX GX620	DESKTOP CPU	1000
PA02436	FSS	HEWLETT PACKARD	HP PRINTER	PRINTER	1000
PA02438	FSS	HEWLETT PACKARD	HP PRINTER	PRINTER	2000
PA02439	FSS	DELL	OPTIPILEX GX620	DESKTOP CPU	2000
PA02441	FSS	DELL	OPTIPILEX GX620	DESKTOP CPU	1000
PA02444	FSS	HEWLETT PACKARD	LASER JET 1320TN	PRINTER	2000
PA02445	FSS	DELL	OPTIPILEX GX620	DESKTOP CPU	1000
PA02449	FSS	DELL	OPTIPILEX GX620	DESKTOP CPU	1000
PA02459	FSS	HEWLETT PACKARD	DESKJET 540	PRINTER	2000
PA02503	FSS	DELL	POWEREDGE 1850	WINDOWS SERVER	4000
PA02535	FSS	HEWLETT PACKARD	OFFICE JET 7210	PRINTER	300
PA02538	FSS	DELL	INSPIRON 6400	LAPTOP CPU	800
PA02568	FSS	HEWLETT PACKARD	OFFICE JET 7210	PRINTER	300
PA02569	FSS	HEWLETT PACKARD	HP4700	PRINTER	400
PA02575	FSS	HEWLETT PACKARD	HP 3005	PRINTER	350
PA02577	FSS	HEWLETT PACKARD	HP4700	PRINTER	400

PA02578	FSS	MICROTEK	SCANMAKER 5950	SCANNER	400
PA02579	FSS	HEWLETT PACKARD	LASERJET 4	PRINTER	300
PA02593	FSS	HEWLETT PACKARD	1022	PRINTER	350
PA02596	FSS	HEWLETT PACKARD	OFFICE JET 7210	PRINTER	300
PA02626	FSS	HEWLETT PACKARD	LASERJET 3055	PRINTER	530
PA02632	FSS	HEWLETT PACKARD	HP 3005	PRINTER	300
PA02633	FSS	HEWLETT PACKARD	HP 3005	PRINTER	600
PA02634	FSS	DELL	24" FLAT PANEL	MONITOR	1000
PA02638	FSS	DELL	PRECISION 690	DESKTOP CPU	1000
PA02645	FSS	HEWLETT PACKARD	3052	PRINTER	5000
PA02652	FSS	HEWLETT PACKARD	LASERJET 3055	PRINTER	530
PA02700	FSS	HEWLETT PACKARD	960	PRINTER	300
PA02712	FSS	HEWLETT PACKARD	HP PRINTER	PRINTER	2000
PA02718	FSS	HEWLETT PACKARD	DESKJET	PRINTER	300
PA02743	FSS	KODAK	1500D	SCANNER	500
PA02744	FSS	AFICIO	151MF SUPER G3	SCANNER	500
PA02745	FSS	HEWLETT PACKARD	HP LASER JET	PRINTER	400
PA02768	FSS	HEWLETT-PACKARD	1200	PRINTER	350
PA02801	FSS	HEWLETT PACKARD	LASER JET 4350TN	PRINTER	400
PA02807	FSS	BROTHERS INTERNATIONAL	MFC	PRINTER	500
PA02808	FSS	HEWLETT PACKARD	2600	PRINTER	300
PA02886	FSS	BROTHER	BROTHER PRINTER	PRINTER	500
PA02887	FSS	HEWLETT PACKARD	LASER JET 2600N	PRINTER	400
PA02975	FSS	HEWLETT PACKARD	LASERJET 3055	PRINTER	300
PA02995	FSS	HEWLETT PACKARD	LASERJET 4 PLUS	PRINTER	110
PA03003	FSS	DELL	OPTIPLX GX280	DESKTOP CPU	1026
PA03005	FSS	HEWLETT PACKARD	COMPAQ NX9600	LAPTOP CPU	1000
PA03006	FSS	DELL	LATITUDE D610	LAPTOP CPU	1000
PA03007	FSS	DELL	LATITUDE D610	LAPTOP CPU	1000
PA03053	FSS	LENOX	CCD CAMERA	PORTABLE VIDEO SYSTEM, LCD MONITORING	5600
PA03057	FSS	HEWLETT PACKARD	OFFICEJET SERIES 7200	PRINTER	500
PA03096	FSS	RICOH	AFICIO 1515MF PRINTER, SCANNER, COPIER	PRINTER	1400
PA03100	FSS	HEWLETT PACKARD	HP PRINTER	PRINTER	2000
PA03103	FSS	DELL	OPTIPLX GX280	DESKTOP CPU	1500
PA03104	FSS	DELL	OPTIPLX GX280	DESKTOP CPU	1500
PA03105	FSS	DELL	OPTIPLX GX280	DESKTOP CPU	1500

PA03106	FSS	DELL	OPTIPLX GX280	DESKTOP CPU	1500
PA03107	FSS	DELL	OPTIPLX GX280	DESKTOP CPU	1500
PA03108	FSS	DELL	OPTIPLX GX280	DESKTOP CPU	1500
PA03110	FSS	DELL	OPTIPLX GX280	DESKTOP CPU	1500
PA03111	FSS	DELL	OPTIPLX GX280	DESKTOP CPU	1500
PA03112	FSS	DELL	OPTIPLX GX280	DESKTOP CPU	1500
PA03113	FSS	DELL	PRECISION 370	DESKTOP CPU	3400
PA04087	FSS	DELL	OPTIPLX 330 MT	DESKTOP CPU	699
PA04088	FSS	DELL	OPTIPLX 330 MT	DESKTOP CPU	699
PA04089	FSS	DELL	OPTIPLX 330 MT	DESKTOP CPU	699
PA04090	FSS	DELL	OPTIPLX 330 MT	DESKTOP CPU	600
PA04091	FSS	DELL	OPTIPLX 330 MT	DESKTOP CPU	699
PA04092	FSS	DELL	OPTIPLX 330 MT	DESKTOP CPU	699
PA04093	FSS	DELL	OPTIPLX 330 DT	DESKTOP CPU	710
PA04094	FSS	DELL	OPTIPLX 330 DT	DESKTOP CPU	710
PA04095	FSS	DELL	OPTIPLX 330 DT	DESKTOP CPU	710
PA04096	FSS	DELL	OPTIPLX 330 DT	DESKTOP CPU	710
PA05051	FSS	DELL	OPTIPLX 755N	DESKTOP CPU	796
PA02129	FSS	HEWLETT PACKARD	HP 990	PRINTER	500
PA02217	FSS	HEWLETT PACKARD	LASER JET 2600N COLOR	PRINTER	299
PA02599	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	500
PA02687	FSS	DELL	OPTIPLX 745	DESKTOP CPU	1309
PA02707	FSS	HEWLETT PACKARD	SI	SCANNER	400
PA02965	FSS	DELL	PRECISION 340	DESKTOP CPU	Unknown
PA02337	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	800
PA04036	FSS	VERMEER	BC-100XL	BRUSH CHIPPER	23940
PA04039	FSS	WOODS	BW1800K	15' MOWER BATWING	11938
PA04044	FSS	HUSTLER	925040	6400 MOWER	7000
PA04045	FSS	JOHN DEERE	5425	FARM TRACTOR	24000
PA04046	FSS	HUSTLER	925230	3400 MOWER	7000
PA04047	FSS	MKF	MK 9000	CONCRETE SAW	2500
PA04048	FSS	BRIGGS & STRATTON	716BCS	SICKLE BAR MOWER	18000
PA04050	FSS	BOBCAT	6576381	SKID LOADER	12000
PA04051	FSS	RICER EQUIPMENT	621 EFEF-V-US	MOWER, ROTARY, ARTICULATING DECK, FRON M	11900
PA04053	FSS	HUSTLER	6400	USED MOWER 1050 HOURS SIX WHEEL DRIVE	9500
PA04054	FSS	HUSTLER	3400	MOWER, USED SERIAL # 00113017 WITH DECK	8453

PA04055	FSS	POLARIS RANGER	700	UTILITY VEHICLE, 6 WHEELER, AUTOMATIC TR	14364
PA04056	FSS	HAMILTON	GALLONS	FUEL TANK FOR GASOLINE	2371
PA04057	FSS	HAMILTON	550 GALLON	FUEL TANK FOR DIESEL FUEL	2371
PA04058	FSS	BUSH-HOG	3214	MOWER DECK	16595
PA04059	FSS	VESTIL MANUFACTURING GROUP	YR257236	RAMP, TRAILER	11504
PA04060	FSS	TCM	700 15	LIFT TRUCK	16581
PA04061	FSS	SITE	44102000	CUTTER, ROTARY	7678
PA04062	FSS	SITE	44201000	TRACTOR, FARM	24756
PA04063	FSS	SITE	44102000	CUTTER, ROTARY	20069
PA05001	FSS	LANDPRIDE	RCP2660	MOWER UNIT	15470
PA05083	FSS	KUBOTA	F3680	MOWER, WITH DECK	16237
PA05084	FSS	KUBOTA	F3680	MOWER, WITH DECK	16237
PA05085	FSS	KUBOTA	F3680	MOWER, WITH DECK	16237
PA01846	FSS	HEWLETT PACKARD	DC5000	DESKTOP CPU	500
PA01743	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	800
PA05050	FSS	DELL	OPTIPLX 755N	DESKTOP CPU	796
PA01679	FSS	HEWLETT PACKARD	LASER JET 2200D	PRINTER	500
PA01680	FSS	FARGO	PRIMERA	PRINTER	5000
PA01811	FSS	HEWLETT PACKARD	DC5000	DESKTOP CPU	800
PA02824	FSS	HEWLETT-PACKARD	D530	DESKTOP CPU	800
PA02948	FSS	DELL	OPTIPLX 745	DESKTOP CPU	926
PA02345	FSS	HEWLETT-PACKARD	COMPAQ	DESKTOP CPU	500
PA02724	FSS	HEWLETT PACKARD	LASER JET 2100	PRINTER	200
PA01879	FSS	TENNANT	FLOOR GRINDR	SWEEPER, FLOOR	11302
PA01880	FSS	TENNANT	FLOOR GRINDR	SWEEPER, FLOOR	11302
PA01881	FSS	TENNANT	FLOOR GRINDR	SWEEPER, FLOOR	11302
PA01882	FSS	TENNANT	FLOOR GRINDR	SWEEPER, FLOOR	11302
PA02452	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	500
PA02655	FSS	HEWLETT PACKARD	LASER JET 23052	PRINTER	310
PA02733	FSS	HEWLETT PACKARD	6122	PRINTER	179
PA02734	FSS	HEWLETT PACKARD	OFFICE JET 6110	PRINTER	307
PA02752	FSS	SHARP	AR-1685	COPIER	350
PA04026	FSS	MITSUBISHI	FD26N-D	FORKTRUCK	24405
PA04027	FSS	NSS WRANGLER	2625DB	SCRUBBER	7597
PA04030	FSS	TCM	700 15	LIFT TRUCK	16581
PA02547	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1310

PA05053	FSS	DELL	OPTIPLX 755N	DESKTOP CPU	796
PA02407	FSS	JEROME	431-X	JEROME 431-X MERCURY VAPOR ANALYZER	5912
PA02427	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	500
PA04024	FSS	TSI	8020A	PORTA COUNTER	12000
PA05112	FSS	DELL	OPTIPLX 755N	DESKTOP CPU	1057
PA02162	FSS	HEWLETT PACKARD	LASERJET 4220 D	PRINTER	150
PA02351	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1300
PA02485	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	500
PA02689	FSS	DELL	OPTIPLX 745	DESKTOP CPU	1309
PA02834	FSS	DELL	OPTIPLX 745	DESKTOP CPU	1055
PA02843	FSS	DELL	LATITUDE D810	LAPTOP CPU	1700
PA00309	FSS	HEWLETT PACKARD	LASERJET	PRINTER	2000
PA00366	FSS	IBM	6384	DESKTOP CPU	2500
PA01510	FSS	HEWLETT PACKARD	LASERJET 4 PLUS	PRINTER	1500
PA01528	FSS	WYSE	THINCLIENT	CPU	250
PA01540	FSS	COMPAQ	500	DESKTOP CPU	1300
PA01542	FSS	DELL	OPTIPLX	DESKTOP CPU	1300
PA01557	FSS	WYSE	THINCLIENT	CPU	250
PA01558	FSS	WYSE	THINCLIENT	CPU	250
PA01567	FSS	HEWLETT PACKARD	4100, LASERJET	PRINTER	1600
PA01571	FSS	PROXIMA	ULTRALIGHT X350	PROJECTOR	3200
PA01573	FSS	COMPAQ	EVO	DESKTOP CPU	400
PA01575	FSS	HEWLETT-PACKARD	D530	DESKTOP CPU	1000
PA01590	FSS	COMPAQ	EVO	DESKTOP CPU	1000
PA01591	FSS	COMPAQ	EVO	DESKTOP CPU	1000
PA01594	FSS	COMPAQ	EVO	DESKTOP CPU	1000
PA01596	FSS	COMPAQ	EVO	DESKTOP CPU	1000
PA01597	FSS	WYSE	THINCLIENT	CPU	200
PA01598	FSS	WYSE	THINCLIENT	CPU	200
PA01599	FSS	WYSE	THINCLIENT	CPU	250
PA01600	FSS	WYSE	THINCLIENT	CPU	250
PA01601	FSS	WYSE	THINCLIENT	CPU	250
PA01603	FSS	WYSE	THINCLIENT	CPU	250
PA01604	FSS	WYSE	THINCLIENT	CPU	250
PA01605	FSS	WYSE	THINCLIENT	CPU	200
PA01606	FSS	WYSE	THINCLIENT	CPU	250
PA01610	FSS	WYSE	THINCLIENT	CPU	250

PA01624	FSS	WYSE	THINCLIENT	CPU	200
PA01628	FSS	DELL	PENTIUM PRO 200	DESKTOP CPU	1000
PA01630	FSS	HEWLETT-PACKARD	D530C	DESKTOP CPU	500
PA01637	FSS	WYSE	THINCLIENT	CPU	250
PA01663	FSS	CISCO	2600	ROUTER	2500
PA01668	FSS	BLACK BOX	724-746-5500	DSL	Unknown
PA01669	FSS	BLACK BOX	724-746-5500	DSL	Unknown
PA01674	FSS	CISCO	WS-C3548-XL	NETWORK SWITCH	1000
PA01675	FSS	CISCO	CATALYST 3500 XL	NETWORK SWITCH	20000
PA01676	FSS	CISCO	WS-C3548-XL	NETWORK SWITCH	1000
PA01677	FSS	CISCO	WS-C3548-XL	NETWORK SWITCH	1000
PA01681	FSS	HEWLETT PACKARD	LASERJET	PRINTER	2000
PA01704	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	800
PA01706	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	500
PA01708	FSS	HEWLETT-PACKARD	D530C	DESKTOP CPU	500
PA01729	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	150
PA01747	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	800
PA01750	FSS	HEWLETT-PACKARD	D530C	DESKTOP CPU	500
PA01753	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	500
PA01761	FSS	HEWLETT-PACKARD	NC6000	LAPTOP CPU	1200
PA01769	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	800
PA01777	FSS	HEWLETT-PACKARD	D530C	DESKTOP CPU	500
PA01782	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	500
PA01794	FSS	HEWLETT-PACKARD	D530	DESKTOP CPU	500
PA01824	FSS	CISCO	CATALYST 2500	ROUTER	7000
PA01825	FSS	CISCO	CATALYST 3500 XL	NETWORK SWITCH	20000
PA01866	FSS	DELL	PRECISION 380	DESKTOP CPU	500
PA02020	FSS	DELL	DIMENSION 4700	DESKTOP CPU	500
PA02138	FSS	PANASONIC	CF37	LAPTOP CPU	600
PA02148	FSS	HEWLETT PACKARD	LASERJET	PRINTER	2000
PA02152	FSS	DELL	POWEREDGE 1850	WINDOWS SERVER	4000
PA02153	FSS	DELL	POWEREDGE 1850	WINDOWS SERVER	4000
PA02156	FSS	HEWLETT PACKARD	VOC	PRINTER	150
PA02159	FSS	HEWLETT PACKARD	4100N	PRINTER	800
PA02161	FSS	HEWLETT PACKARD	LASER JET 4050 1.6	PRINTER	150
PA02166	FSS	INTEL	FAX 2800	FAX	1000
PA02169	FSS	HEWLETT PACKARD	LASER JET 4350TN	PRINTER	1899

PA02170	FSS	XEROX	TECHTRONIC	PRINTER	150
PA02180	FSS	APS	SMART UPS 3000	UPS	1100
PA02181	FSS	APS	SMART UPS 3000	UPS	1100
PA02182	FSS	CISCO	PIX-515E	NETWORK FIREWALL	4000
PA02184	FSS	DELL	POWER EDGE 2850	WINDOWS SERVER	7000
PA02185	FSS	DELL	POWER EDGE 2850	WINDOWS SERVER	7000
PA02186	FSS	DELL	POWEREDGE 1850	WINDOWS SERVER	4000
PA02187	FSS	DELL	POWER EDGE 2850	WINDOWS SERVER	7000
PA02188	FSS	DELL	POWER EDGE 2850	WINDOWS SERVER	7000
PA02189	FSS	DELL	POWEREDGE 2850	WINDOWS SERVER	7000
PA02190	FSS	APC	KEYBOARD	KEYBOARD	360
PA02191	FSS	DELL	POWER EDGE 2850	WINDOWS SERVER	Unknown
PA02192	FSS	OMNIVIEW	KVM	KVM	360
PA02193	FSS	DELL	POWERSVAULT 122T	TAPE AUTOLOADER	5000
PA02195	FSS	HEWLETT PACKARD	SUPER DLT	BACKUP	5000
PA02196	FSS	OMNIVIEW	KVM	KVM	360
PA02197	FSS	APC	KEYBOARD	KEYBOARD	1200
PA02198	FSS	SUN	SUNFIRE V240	UNIX SERVER	8000
PA02199	FSS	SUN	POWER VAULT V120	UNIX SERVER	2000
PA02200	FSS	SUN	SUNFIRE V240	UNIX SERVER	8000
PA02201	FSS	CISCO	PIX-515E	NETWORK FIREWALL	4000
PA02202	FSS	CISCO	WS-C2950T-24	NETWORK SWITCH	7000
PA02203	FSS	APC	KEYBOARD	KEYBOARD	1200
PA02204	FSS	OMNIVIEW	KVM	KVM	360
PA02205	FSS	DELL	POWEREDGE 1850	WINDOWS SERVER	4000
PA02207	FSS	DELL	POWEREDGE 1850	WINDOWS SERVER	4000
PA02208	FSS	DELL	POWEREDGE 1850	WINDOWS SERVER	4000
PA02209	FSS	DELL	POWER EDGE 2850	WINDOWS SERVER	4000
PA02226	FSS	DELL	POWEREDGE 2850	WINDOWS SERVER	7000
PA02227	FSS	DELL	POWEREDGE 2850	WINDOWS SERVER	7000
PA02228	FSS	DELL	POWEREDGE 2850	WINDOWS SERVER	7000
PA02229	FSS	APC	KEYBOARD	KEYBOARD	1200
PA02232	FSS	DELL	POWEREDGE 1850	WINDOWS SERVER	4000
PA02233	FSS	COMPAQ	ML370	WINDOWS SERVER	7000
PA02234	FSS	COMPAQ	ML370	WINDOWS SERVER	4000
PA02235	FSS	OMNIVIEW	KVM	KVM	360
PA02241	FSS	COMPAQ	DL380	WINDOWS SERVER	6000

PA02242	FSS	COMPAQ	DL380	WINDOWS SERVER	6000
PA02243	FSS	COMPAQ	DL380	WINDOWS SERVER	6000
PA02244	FSS	APS	SMART UPS 3000	UPS	1100
PA02245	FSS	APS	SMART UPS 3000	UPS	1100
PA02246	FSS	DELL	POWERSHIELD 122T	TAPE AUTOLOADER	5000
PA02247	FSS	CISCO	WS-C2950T-24	NETWORK SWITCH	7000
PA02248	FSS	CISCO	WS-C2950T-24	NETWORK SWITCH	7000
PA02249	FSS	CISCO	WS-C2950C-24	NETWORK SWITCH	7000
PA02250	FSS	CISCO	WS-C2950T-24	NETWORK SWITCH	7000
PA02251	FSS	DELL	POWEREDGE 1950	WINDOWS SERVER	4000
PA02275	FSS	APS	SMART UPS 3000	UPS	1100
PA02276	FSS	APS	SMART UPS 3000	UPS	1100
PA02277	FSS	APS	SMART UPS 3000	UPS	1100
PA02278	FSS	APS	SMART UPS 3000	UPS	1100
PA02360	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	553
PA02375	FSS	CISCO	2811	ROUTER	2600
PA02376	FSS	SUN	SUNFIRE V240	UNIX SERVER	8000
PA02381	FSS	CISCO	2811	ROUTER	2600
PA02410	FSS	HEWLETT PACKARD	DVD740	DVD RW	Unknown
PA02411	FSS	DELL	DIMENSION 4300	DESKTOP CPU	500
PA02430	FSS	HEWLETT-PACKARD	COMPAQ	DESKTOP CPU	150
PA02470	FSS	DELL	POWEREDGE 2850	WINDOWS SERVER	7000
PA02483	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	500
PA02486	FSS	DELL	LATITUDE D620	LAPTOP CPU	1000
PA02489	FSS	SUN	SUNFIRE V240	UNIX SERVER	5000
PA02490	FSS	SUN	SUNFIRE V240	UNIX SERVER	5000
PA02492	FSS	HEWLETT PACKARD	C7780C, DESIGN JET 800	PRINTER	5000
PA02496	FSS	CISCO	WS-C2950T-24	NETWORK SWITCH	7000
PA02504	FSS	OMNIVIEW	KVM	KVM	400
PA02507	FSS	APS	SMART UPS 3000	UPS	Unknown
PA02508	FSS	APS	SMART UPS 3000	UPS	1100
PA02509	FSS	DELL	OPTIPLX 745	DESKTOP CPU	1379
PA02522	FSS	DELL	DIMENSION 4300	DESKTOP CPU	500
PA02526	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	500
PA02537	FSS	CISCO	WS-C2950T-48 SI	NETWORK SWITCH	7000
PA02548	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1310
PA02550	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1310

PA02563	FSS	DELL	DELL	OPTIPLX GX240	DESKTOP CPU	1500
PA02564	FSS	VIEWSONIC	VIEWSONIC	PJ256D	PROJECTOR	1500
PA02565	FSS	SAMSUNG	SAMSUNG	DVD-VR300	PLAYER	300
PA02582	FSS	HEWLETT PACKARD	HEWLETT PACKARD	DESIGN JET 1050	PLOTTER	Unknown
PA02587	FSS	CISCO	CISCO	WS-C2950T-24	NETWORK SWITCH	7000
PA02590	FSS	APC	APC	KEYBOARD	KEYBOARD	1200
PA02594	FSS	CISCO	CISCO	WS-C2950G-48-EL	NETWORK SWITCH	7000
PA02595	FSS	CISCO	CISCO	WS-C2950T-24	NETWORK SWITCH	7000
PA02598	FSS	DELL	DELL	LATITUDE D610	LAPTOP CPU	1299
PA02614	FSS	HEWLETT PACKARD	HEWLETT PACKARD	HP 9500N	PRINTER WITH DUPLEXOR	5825
PA02616	FSS	HEWLETT PACKARD	HEWLETT PACKARD	HP4250	PRINTER	900
PA02620	FSS	HEWLETT PACKARD	HEWLETT PACKARD	HP4250	PRINTER	900
PA02622	FSS	HEWLETT PACKARD	HEWLETT PACKARD	HP4700	PRINTER	1700
PA02625	FSS	HEWLETT PACKARD	HEWLETT PACKARD	HP 9500N	PRINTER WITH DUPLEXOR	5825
PA02627	FSS	DELL	DELL	LATITUDE D620	LAPTOP CPU	1387
PA02642	FSS	CISCO	CISCO	SW-C2950T - 24	NETWORK SWITCH	5000
PA02644	FSS	HEWLETT PACKARD	HEWLETT PACKARD	HP 8350	SCANNER	1895
PA02653	FSS	BROTHER	BROTHER	775	FAX	80
PA02656	FSS	DELL	DELL	POWEREDGE 2950	WINDOWS SERVER	7000
PA02657	FSS	DELL	DELL	POWEREDGE 2950	WINDOWS SERVER	7000
PA02658	FSS	DELL	DELL	POWEREDGE 2950	WINDOWS SERVER	7000
PA02659	FSS	CISCO	CISCO	CATALYST 2950	NETWORK SWITCH	3700
PA02661	FSS	CISCO	CISCO	CATALYST 2950	NETWORK SWITCH	Unknown
PA02662	FSS	FLUKE	FLUKE	FLUKE	NETWORK TESTING DEVICE	1500
PA02663	FSS	BELKIN	BELKIN	KVM	KVM	Unknown
PA02682	FSS	DELL	DELL	OPTIPLX GX620	DESKTOP CPU	1309
PA02692	FSS	RSA	RSA	RSA-APP000100BBS12	SECUREID APPLIANCE	13700
PA02693	FSS	DELL	DELL	POWERSHIELD MP1000	RAID	10000
PA02694	FSS	WYSE	WYSE	THINCLIENT	CPU	200
PA02695	FSS	WYSE	WYSE	THINCLIENT	CPU	400
PA02699	FSS	DELL	DELL	OPTIPLX GX240	DESKTOP CPU	250
PA02706	FSS	SYSTEM MAX	SYSTEM MAX	VENTURE	DESKTOP CPU	300
PA02710	FSS	BLACK BOX	BLACK BOX	SNE20000G-P	DSL	Unknown
PA02714	FSS	HEWLETT PACKARD	HEWLETT PACKARD	JET DIRECT 170X	PRINT SERVER	Unknown
PA02717	FSS	DELL	DELL	LTP330	LAPTOP CPU	450
PA02720	FSS	DELL	DELL	DIMENSION 3000	DESKTOP CPU	200
PA02726	FSS	PAIRGAIN	PAIRGAIN	MEGABIT MODEM 3005	MODEM	Unknown

PA02737	FSS	CISCO	CATALYST 3500 XL	NETWORK SWITCH	20000
PA02746	FSS	3COM	SUPER STACK 4226T	NETWORK SWITCH	500
PA02747	FSS	3COM	SUPER STACK 4226T	NETWORK SWITCH	500
PA02748	FSS	3COM	SUPER STACK 4226T	NETWORK SWITCH	500
PA02749	FSS	3COM	SUPER STACK 4226T	NETWORK SWITCH	500
PA02758	FSS	CISCO	CATALYST 3500 XL	NETWORK SWITCH	1000
PA02759	FSS	BLACK BOX	724-746-5500	DSL	Unknown
PA02760	FSS	LINKSYS	HUB	HUB	Unknown
PA02763	FSS	HEWLETT PACKARD	JET DIRECT 170X	PRINT SERVER	Unknown
PA02764	FSS	BLACK BOX	SNE20000G-P	DSL	Unknown
PA02767	FSS	DELL	INSPIRON 6400	LAPTOP CPU	1500
PA02769	FSS	BLACK BOX	SNE20000G-P	DSL	Unknown
PA02770	FSS	BLACK BOX	SNE20000G-P	DSL	Unknown
PA02771	FSS	TRANSITION NETWORKS	E-PSW-FX-03	MEDIA CONVERTOR	Unknown
PA02772	FSS	TRANSITION NETWORKS	E-PSW-FX-03	MEDIA CONVERTOR	Unknown
PA02787	FSS	CISCO	WS-C2950G-48-EL	NETWORK SWITCH	7000
PA02788	FSS	CISCO	WS-C3750G-24TS	NETWORK SWITCH	3000
PA02789	FSS	HEWLETT PACKARD	HP4700	PRINTER	1516
PA02790	FSS	MAGNAVOX	DV200MW8	DVD/VCR PLAYER	57
PA02791	FSS	CISCO	WS-C3548-XL	NETWORK SWITCH	1000
PA02792	FSS	MAGNAVOX	DV200MW8	DVD/VCR PLAYER	57
PA02795	FSS	CISCO	WS-C3750G-24TS	NETWORK SWITCH	3000
PA02796	FSS	CISCO	WS-C3750G-24TS	NETWORK SWITCH	3000
PA02797	FSS	CISCO	WS-C2950T-24	NETWORK SWITCH	7000
PA02799	FSS	CISCO	WS-C2950G-48-EL	NETWORK SWITCH	7000
PA02800	FSS	CISCO	WS-C2950C-24	NETWORK SWITCH	550
PA02813	FSS	BELKIN	KVM	KVM	360
PA02815	FSS	APS	SMART UPS 3000	UPS	1100
PA02816	FSS	APS	SMART UPS 3000	UPS	1100
PA02817	FSS	CISCO	CATALYST 3500 XL	NETWORK SWITCH	20000
PA02818	FSS	3COM	SUPER STACK 4250T	NETWORK SWITCH	Unknown
PA02819	FSS	CISCO	CATALYST 2950	NETWORK SWITCH	3700
PA02820	FSS	3COM	SUPER STACK 4226T	NETWORK SWITCH	500
PA02821	FSS	3COM	SUPER STACK 4226T	NETWORK SWITCH	500
PA02836	FSS	APC	3000VA XL	UPS	1236
PA02844	FSS	IMATION	512 MB	THUMB DRIVE	17
PA02845	FSS	IMATION	512 MB	THUMB DRIVE	17

PA02846	FSS	IMATION	512 MB	THUMB DRIVE	17
PA02847	FSS	IMATION	512 MB	THUMB DRIVE	17
PA02848	FSS	IMATION	512 MB	THUMB DRIVE	17
PA02849	FSS	IMATION	512 MB	THUMB DRIVE	17
PA02850	FSS	IMATION	512 MB	THUMB DRIVE	17
PA02851	FSS	IMATION	512 MB	THUMB DRIVE	17
PA02852	FSS	IMATION	512 MB	THUMB DRIVE	17
PA02853	FSS	IMATION	512 MB	THUMB DRIVE	17
PA02854	FSS	IMATION	512 MB	THUMB DRIVE	17
PA02855	FSS	IMATION	512 MB	THUMB DRIVE	17
PA02856	FSS	IMATION	512 MB	THUMB DRIVE	17
PA02857	FSS	IMATION	512 MB	THUMB DRIVE	17
PA02858	FSS	IMATION	512 MB	THUMB DRIVE	17
PA02859	FSS	IMATION	512 MB	THUMB DRIVE	17
PA02860	FSS	IMATION	512 MB	THUMB DRIVE	17
PA02861	FSS	IMATION	512 MB	THUMB DRIVE	17
PA02862	FSS	IMATION	512 MB	THUMB DRIVE	17
PA02863	FSS	IMATION	512 MB	THUMB DRIVE	17
PA02864	FSS	IMATION	2GB	THUMB DRIVE	38
PA02865	FSS	IMATION	2GB	THUMB DRIVE	38
PA02866	FSS	IMATION	2GB	THUMB DRIVE	38
PA02867	FSS	IMATION	2GB	THUMB DRIVE	38
PA02868	FSS	IMATION	2GB	THUMB DRIVE	38
PA02869	FSS	IMATION	2GB	THUMB DRIVE	38
PA02870	FSS	IMATION	2GB	THUMB DRIVE	38
PA02871	FSS	IMATION	2GB	THUMB DRIVE	38
PA02872	FSS	IMATION	2GB	THUMB DRIVE	38
PA02873	FSS	IMATION	2GB	THUMB DRIVE	38
PA02875	FSS	DELL	POWEREDGE 2950	WINDOWS SERVER	5571
PA02876	FSS	DELL	POWEREDGE 2950	WINDOWS SERVER	5571
PA02877	FSS	DELL	POWEREDGE 2950	WINDOWS SERVER	5571
PA02909	FSS	DELL	OPTIPLX 745	DESKTOP CPU	926
PA02921	FSS	DELL	OPTIPLX 745	DESKTOP CPU	926
PA02963	FSS	RSA	RSA-APPF91475	SECUREID APPLIANCE	2050
PA02970	FSS	ARUBA	AP-70-1	WIRELESS ACCESS POINT	460
PA02971	FSS	ARUBA	AP-70-1	WIRELESS ACCESS POINT	460
PA02977	FSS	ARUBA	AP-70-1	WIRELESS ACCESS POINT	460

PA02978	FSS	ARUBA	AP-70-1	WIRELESS ACCESS POINT	460
PA02979	FSS	ARUBA	AP-70-1	WIRELESS ACCESS POINT	460
PA02980	FSS	ARUBA	AP-70-1	WIRELESS ACCESS POINT	460
PA02983	FSS	SUN	SUNFIRE V240	UNIX SERVER	3995
PA02984	FSS	TRANSITION NETWORKS	E-PSW-FX-03	MEDIA CONVERTOR	Unknown
PA02985	FSS	TRANSITION NETWORKS	E-PSW-FX-03	MEDIA CONVERTOR	Unknown
PA02986	FSS	MILAN TECHNOLOGIES	MIL-S3112	MEDIA CONVERTOR	Unknown
PA02989	FSS	3COM	SUPER STACK 4250T	NETWORK SWITCH	Unknown
PA02994	FSS	SHARP	AR-1685	COPIER	Unknown
PA04073	FSS	OCEANAIRE	OWC-6012	AIR CONDITIONER, PORTABLE, WATER COOLED	6342
PA04079	FSS	OCEANAIRE	OWC-6012	AIR CONDITIONER, PORTABLE, WATER COOLED	6342
PA04084	FSS	SHARP	AR-M355N	COPIER	7214
PA04085	FSS	SHARP	AR-M355N	COPIER	6829
PA04086	FSS	SHARP	AR-M355N	COPIER	6829
PA05007	FSS	HEWLETT PACKARD	P1505N	PRINTER	194
PA05008	FSS	QUANTUM	SDLT 600	TAPE DRIVE	3036
PA05009	FSS	BUFFALO	TERASTATION PRO II	BACK-UP STORAGE DEVICE	1879
PA05010	FSS	APC	AP5017	KEYBOARD MONITOR MOUSE COMBO	1684
PA05011	FSS	APC	AP5017	KEYBOARD MONITOR MOUSE COMBO	1684
PA05012	FSS	DELL	LATITUDE D830	LAPTOP CPU	1277
PA05014	FSS	SAMPO	L3214XW011	MONITOR, LCD 32"	4497
PA05015	FSS	POLYCOM	2201-20524-200	MODEM; QUAD	1100
PA05017	FSS	BLACK BOX	SNE 2000G-S	MODEM	543
PA05018	FSS	BLACK BOX	SNE 2000G-P	MODEM	543
PA05019	FSS	BLACK BOX	SNE 2000G-P	MODEM	543
PA05020	FSS	BLACK BOX	SNE 2000G-S	MODEM	543
PA05021	FSS	POLYCOM	VSX 7000	CAMERA; VIDEO CONFERENCING	4498
PA05022	FSS	DELL	LATITUDE D830	LAPTOP CPU	1277
PA05049	FSS	DELL	OPTIPLX 755N	DESKTOP CPU	797
PA05054	FSS	DELL	OPTIPLX 755N	DESKTOP CPU	797
PA05056	FSS	BELKIN	WIRELESS G	ROUTER	39
PA05057	FSS	MOTOROLA	RADIUS GP350	RADIO 2-WAY	721
PA05058	FSS	MOTOROLA	RADIUS GP350	RADIO 2-WAY	721
PA05059	FSS	MOTOROLA	HT750	RADIO 2-WAY	721
PA05060	FSS	MOTOROLA	HT750	RADIO 2-WAY	721
PA05061	FSS	MOTOROLA	HT750	RADIO 2-WAY	721

PA05062	FSS	MOTOROLA	HT750	RADIO 2-WAY	RADIO 2-WAY	721
PA05063	FSS	MOTOROLA	HT750	RADIO 2-WAY	RADIO 2-WAY	721
PA05064	FSS	MOTOROLA	HT750	RADIO 2-WAY	RADIO 2-WAY	721
PA05065	FSS	MOTOROLA	HT750	RADIO 2-WAY	RADIO 2-WAY	721
PA05066	FSS	MOTOROLA	HT750	RADIO 2-WAY	RADIO 2-WAY	721
PA05067	FSS	MOTOROLA	HT750	RADIO 2-WAY	RADIO 2-WAY	721
PA05068	FSS	MOTOROLA	HT750	RADIO 2-WAY	RADIO 2-WAY	721
PA05069	FSS	MOTOROLA	HT750	RADIO 2-WAY	RADIO 2-WAY	721
PA05070	FSS	MOTOROLA	HT750	RADIO 2-WAY	RADIO 2-WAY	721
PA05071	FSS	MOTOROLA	HT750	RADIO 2-WAY	RADIO 2-WAY	721
PA05072	FSS	MOTOROLA	HT750	RADIO 2-WAY	RADIO 2-WAY	721
PA05073	FSS	MOTOROLA	RADIUS GP350	RADIO 2-WAY	RADIO 2-WAY	721
PA05074	FSS	MOTOROLA	HT750	RADIO 2-WAY	RADIO 2-WAY	721
PA05075	FSS	MOTOROLA	HT750	RADIO 2-WAY	RADIO 2-WAY	721
PA05076	FSS	MOTOROLA	HTN 9748C	CHARGER; 2-WAY RADIO	CHARGER; 2-WAY RADIO	426
PA05077	FSS	MOTOROLA	HTN 9164B	CHARGER; 2-WAY RADIO	CHARGER; 2-WAY RADIO	426
PA05079	FSS	TRENDNET	TV-IP301	CAMERA, INTERNET SERVER	CAMERA, INTERNET SERVER	312
PA05080	FSS	TRENDNET	TV-IP301	CAMERA, INTERNET SERVER	CAMERA, INTERNET SERVER	312
PA05081	FSS	TRENDNET	TV-IP301	CAMERA, INTERNET SERVER	CAMERA, INTERNET SERVER	312
PA05082	FSS	TRENDNET	TV-IP301	CAMERA, INTERNET SERVER	CAMERA, INTERNET SERVER	312
PA05097	FSS	DELL	DIMENSION 4400	CPU	CPU	Unknown
PA05103	FSS	HEWLETT PACKARD	LASERJET 4700DN	PRINTER; COLOR;	PRINTER; COLOR;	1521
PA05113	FSS	DELL	OPTIPILEX 755N	DESKTOP CPU	DESKTOP CPU	1057
PA05114	FSS	DELL	OPTIPILEX 755N	DESKTOP CPU	DESKTOP CPU	1057
PA05116	FSS	LINKSYS	PVC2300	CAMERA, INTERNET	CAMERA, INTERNET	293
PA05117	FSS	LINKSYS	PVC2300	CAMERA, INTERNET	CAMERA, INTERNET	293
PA05118	FSS	LINKSYS	PVC2300	CAMERA, INTERNET	CAMERA, INTERNET	293
PA05119	FSS	LINKSYS	PVC2300	CAMERA, INTERNET	CAMERA, INTERNET	293
PA05120	FSS	LINKSYS	PVC2300	CAMERA, INTERNET	CAMERA, INTERNET	293
PA05121	FSS	LINKSYS	PVC2300	CAMERA, INTERNET	CAMERA, INTERNET	293
PA05123	FSS	DELL	PRECISION T3400	CPU, DESKTOP	CPU, DESKTOP	1417
PA05126	FSS	CISCO	CATALYST 2960-48TT	NETWORK SWITCH	NETWORK SWITCH	1489
PA05127	FSS	HEWLETT PACKARD	DESIGNJET T1100	PLOTTER	PLOTTER	3483
PA01572	FSS	HEWLETT PACKARD	4100, LASERJET	PRINTER	PRINTER	1600
PA05098	FSS	DELL	OPTIPILEX 755N	DESKTOP CPU	DESKTOP CPU	797
PA01500	FSS	FLUKE	FLUKE	NETWORK TESTING DEVICE	NETWORK TESTING DEVICE	Unknown
PA02603	FSS	DELL	OPTIPILEX GX620	DESKTOP CPU	DESKTOP CPU	500

PA01788	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	800
PA02520	FSS	HEWLETT PACKARD	OFFICEJET V40	PRINTER	300
PA02567	FSS	CANON	DR5010C	SCANNER	3079
PA02972	FSS	NIKON	COOLPIX 3100	DIGITAL CAMERA	Unknown
PA05093	FSS	DELL	OPTIPLX 755N	DESKTOP CPU	891
PA02923	FSS	DELL	OPTIPLX 745	DESKTOP CPU	926
PA02230	FSS	PANASONIC	AG-DVC60	3CCD CAMCORDER, PROLINE	2231
PA02515	FSS	EPSON	POWERLITE S5	MULTIMEDIA PROJECTOR	568
PA02602	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	500
PA05078	FSS	SONY	DSC-H50 CYBER-SHOT	CAMERA, DIGITAL	350
PA01579	FSS	HEWLETT-PACKARD	D530	DESKTOP CPU	1000
PA02591	FSS	HEWLETT PACKARD	LASER JET P3005	PRINTER	200
PA02592	FSS	HEWLETT PACKARD	LASER JET P3005	PRINTER	534
PA02803	FSS	HEWLETT PACKARD	HP 3005	PRINTER	534
PA02822	FSS	HEWLETT-PACKARD	DG768A	DESKTOP CPU	800
PA02911	FSS	DELL	OPTIPLX 745	DESKTOP CPU	926
PA02914	FSS	DELL	OPTIPLX 745	DESKTOP CPU	926
PA02912	FSS	DELL	OPTIPLX 745	DESKTOP CPU	926
PA02528	FSS	HEWLETT PACKARD	SCANJET 5590	SCANNER	300
PA02529	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	500
PA01768	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	500
PA02798	FSS	HEWLETT PACKARD	P3005	PRINTER	534
PA02544	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1301
PA02777	FSS	HEWLETT PACKARD	OFFICEJET PRO L7680	PRINTER	360
PA02437	FSS	HEWLETT PACKARD	HP COLOR LASER JET 2840	PRINTER	800
PA02549	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1310
PA01805	FSS	HEWLETT-PACKARD	D530	DESKTOP CPU	500
PA02387	FSS	HEWLETT PACKARD	HP LASER JET	PRINTER	250
PA00855	FSS	HEWLETT PACKARD	LASERJET 4	PRINTER	Unknown
PA02683	FSS	DELL	OPTIPLX 745	DESKTOP CPU	1309
PA02401	FSS	HEWLETT PACKARD	COLOR LASER JET 2840 ALL-IN-ONE	PRINTER	700
PA02453	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	500
PA02500	FSS	DELL	DIMENSION 4300	DESKTOP CPU	500
PA05047	FSS	DELL	OPTIPLX 755N	DESKTOP CPU	797
PA02540	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1610
PA02335	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1000
PA02487	FSS	HEWLETT PACKARD	PROFESSIONAL SERIES	PRINTER	100

PA05091	FSS	DELL	DELL	OPTIPLX 755N	DESKTOP CPU	890
PA02640	FSS	HEWLETT PACKARD	HEWLETT PACKARD	HP3005	PRINTER	609
PA02918	FSS	DELL	DELL	OPTIPLX 745	DESKTOP CPU	926
PA01957	FSS	DELL	DELL	OPTIPLX 170L	DESKTOP CPU	1026
PA02240	FSS	COMPAQ	COMPAQ	ML370	WINDOWS SERVER	1000
PA01848	FSS	HEWLETT PACKARD	HEWLETT PACKARD	DC5000	DESKTOP CPU	500
PA02160	FSS	HEWLETT PACKARD	HEWLETT PACKARD	C4172A-1	PRINTER	300
PA01799	FSS	HEWLETT PACKARD	HEWLETT PACKARD	DC5000	DESKTOP CPU	250
PA02913	FSS	DELL	DELL	OPTIPLX 745	DESKTOP CPU	926
PA05086	FSS	DELL	DELL	OPTIPLX 755N	DESKTOP CPU	890
PA02523	FSS	DELL	DELL	OPTIPLX GX620	DESKTOP CPU	500
PA02406	FSS	HEWLETT-PACKARD	HEWLETT-PACKARD	COMPAQ DG768A#ABA	CPU	500
PA02512	FSS	HEWLETT PACKARD	HEWLETT PACKARD	C8970A	PRINTER	187
PA01762	FSS	HEWLETT-PACKARD	HEWLETT-PACKARD	NC6000	LAPTOP CPU	1200
PA02546	FSS	DELL	DELL	OPTIPLX GX620	DESKTOP CPU	1310
PA02949	FSS	HEWLETT PACKARD	HEWLETT PACKARD	OFFICEJET PRO L7680	PRINTER	400
PA01786	FSS	HEWLETT-PACKARD	HEWLETT-PACKARD	D530	DESKTOP CPU	500
PA01790	FSS	HEWLETT-PACKARD	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	800
PA02794	FSS	HEWLETT PACKARD	HEWLETT PACKARD	OFFICEJET PRO L7680	PRINTER	335
PA02618	FSS	HEWLETT PACKARD	HEWLETT PACKARD	HP4250	PRINTER	900
PA05052	FSS	DELL	DELL	OPTIPLX 755N	DESKTOP CPU	796
PA02947	FSS	DELL	DELL	OPTIPLX 745	DESKTOP CPU	926
PA01650	FSS	GENIE	GENIE	Z20/8M	LIFT, BOOM	19281
PA01715	FSS	HEWLETT-PACKARD	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	500
PA04032	FSS	EZ-GO	EZ-GO	X1-875	ELECTRIC CART E-Z-GO MODEL X1-875	9350
PA04033	FSS	CLARK	CLARK	CLARK FORKLIFT	TRUCK, FORKLIFT	22350
PA02916	FSS	DELL	DELL	OPTIPLX 745	DESKTOP CPU	926
PA02525	FSS	HEWLETT PACKARD	HEWLETT PACKARD	OFFICEJET K60	PRINTER	400
PA04002	FSS	ALLIS CHALMERS	ALLIS CHALMERS	125HP	FORKLIFT	18275
PA05048	FSS	DELL	DELL	OPTIPLX 755N	DESKTOP CPU	796
PA02542	FSS	DELL	DELL	OPTIPLX GX620	DESKTOP CPU	1301
PA02566	FSS	HEWLETT PACKARD	HEWLETT PACKARD	LASER JET 2600N COLOR	PRINTER	1699
PA01841	FSS	HEWLETT PACKARD	HEWLETT PACKARD	DC5000	DESKTOP CPU	350
PA02643	FSS	HEWLETT PACKARD	HEWLETT PACKARD	HP 8350	SCANNER	1895
PA02685	FSS	DELL	DELL	OPTIPLX 745	DESKTOP CPU	1309
PA01716	FSS	HEWLETT-PACKARD	HEWLETT-PACKARD	D530C	DESKTOP CPU	500
PA02545	FSS	DELL	DELL	OPTIPLX GX620	DESKTOP CPU	1310

PA02976	FSS	HEWLETT PACKARD	LASERJET P1505N	PRINTER	247
PA00420	FSS	HEWLETT PACKARD	LASERJET	PRINTER	2000
PA01416	FSS	MOSLER	REPOSITORY	REPOSITORY	2500
PA01417	FSS	MOSLER	REPOSITORY	REPOSITORY	2500
PA01418	FSS	MOSLER	REPOSITORY	REPOSITORY	2500
PA01419	FSS	MOSLER	REPOSITORY	REPOSITORY	2500
PA01468	FSS	MOSLER	REPOSITORY	REPOSITORY	5500
PA01588	FSS	COMPAQ	EVO	DESKTOP CPU	1000
PA01744	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	800
PA04006	FSS	MBA USA, INC.	MB09-D	GSA FIRST STRIKE KIT	2587
PA04007	FSS	MBA USA, INC.	HPC1200CMB	KEY MACHINE, CODE MILLING HPC BLITZ	2509
PA04008	FSS	STANLEY	AD-433-2	COMINABOR, KEY	1531
PA04076	FSS	MBA USA, INC.	HPC-9160MC	KEY MACHINE, HPC SPEEDEX	505
PA04077	FSS	STANLEY	CD-517	CORE PRESS - CAPPING/DECAPPING	822
PA02066	FSS	GATEWAY	CPU	DESKTOP CPU	1026
PA02924	FSS	DELL	OPTIPLX 745	DESKTOP CPU	926
PA05046	FSS	DELL	OPTIPLX 755N	DESKTOP CPU	796
PA02433	FSS	DELL	LATITUDE D810	LAPTOP CPU	800
PA02915	FSS	DELL	OPTIPLX 745	DESKTOP CPU	926
PA02539	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1310
PA02969	FSS	SONY	DSC-F828 CYBERSHOT	CAMERA, DIGITAL	770
PA02615	FSS	HEWLETT PACKARD	HP4250	PRINTER	900
PA02690	FSS	DELL	OPTIPLX 745	DESKTOP CPU	1309
PA02828	FSS	HEWLETT PACKARD	SCAN JET 5590	SCANNER	300
PA02738	FSS	HEWLETT PACKARD	DESK JET 710C	PRINTER	179
PA05045	FSS	DELL	OPTIPLX 755N	DESKTOP CPU	796
PA01493	FSS	HEWLETT PACKARD	LASERJET	PRINTER	1200
PA02123	FSS	BROTHER	INTELLIFAX 3800	FAX	80
PA02702	FSS	EPSON	PERFECTION 1640SU	SCANNER	320
PA02908	FSS	DELL	OPTIPLX 745	DESKTOP CPU	926
PA02922	FSS	DELL	OPTIPLX 745	DESKTOP CPU	926
PA04017	FSS	FLUKE	TI 45-20 IR FLEXCAM	THERMAL IMAGER	13010
PA04018	FSS	FLUKE	725	NETWORK TESTING DEVICE	1728
PA05101	FSS	HONDA	EU2000I	GENERATOR, PORTABLE	1721
PA01740	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	800
PA02514	FSS	HEWLETT-PACKARD	DESKJET 1220C COLOR	PRINTER	200
PA02543	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	1310

PA01855	FSS	DELL	DIMENSION 4300	DESKTOP CPU	150
PA02802	FSS	HEWLETT PACKARD	LASER JET 2600N COLOR	PRINTER	310
PA02920	FSS	DELL	OPTI PLEX 745	DESKTOP CPU	926
PA01534	FSS	COMPAQ	500	DESKTOP CPU	1300
PA01754	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	800
PA01843	FSS	HEWLETT PACKARD	LASER JET 4200 1.71	PRINTER	150
PA05102	FSS	HEWLETT PACKARD	OFFICEJET PRO K5400	PRINTER	88
PA00686	FSS	HEWLETT PACKARD	LASERJET	PRINTER	2000
PA01751	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	500
PA02353	FSS	DELL	OPTI PLEX GX620	DESKTOP CPU	500
PA02704	FSS	DELL	OP61	DESKTOP CPU	250
PA02705	FSS	GATEWAY	OP7550	DESKTOP CPU	260
PA01569	FSS	HEWLETT PACKARD	LASERJET	PRINTER	1600
PA02601	FSS	DELL	OPTI PLEX GX620	DESKTOP CPU	500
PA02623	FSS	HEWLETT PACKARD	HP4700-1	PRINTER	1700
PA02919	FSS	DELL	OPTI PLEX 745	DESKTOP CPU	926
PA02684	FSS	DELL	OPTI PLEX 745	DESKTOP CPU	1309
PA02377	FSS	HEWLETT PACKARD	MY58F311W4	PRINTER	2000
PA02428	FSS	DELL	OPTI PLEX GX620	DESKTOP CPU	500
PA02639	FSS	HEWLETT PACKARD	HP 3005	PRINTER	609
PA04083	FSS	SHARP	AR-M355N	COPIER	7214
PA02617	FSS	HEWLETT PACKARD	HP4250	PRINTER	900
PA02826	FSS	DELL	OPTI PLEX 745	DESKTOP CPU	926
PA02879	FSS	DELL	ULTRASHARP 1908FP	MONITOR	250
PA01797	FSS	HEWLETT-PACKARD	D530	DESKTOP CPU	500
PA02501	FSS	HEWLETT PACKARD	OJ T45	PRINTER	200
PA02131	FSS	HEWLETT PACKARD	DESK JET 6540	PRINTER	150
PA02835	FSS	DELL	OPTI PLEX 745	DESKTOP CPU	1055
PA02109	FSS	HEWLETT PACKARD	LASER JET 4050 1.58	PRINTER	150
PA05111	FSS	DELL	OPTI PLEX 755N	DESKTOP CPU	1057
PA01807	FSS	HEWLETT-PACKARD	D530	DESKTOP CPU	500
PA02484	FSS	DELL	OPTI PLEX GX620	DESKTOP CPU	500
PA02739	FSS	HEWLETT PACKARD	DESK JET 932	PRINTER	265
PA02165	FSS	HEWLETT PACKARD	LASER JET 4050 1.55	PRINTER	160
PA02454	FSS	DELL	OPTI PLEX GX620	DESKTOP CPU	350
PA02541	FSS	DELL	OPTI PLEX GX620	DESKTOP CPU	1310
PA02925	FSS	DELL	OPTI PLEX 745	DESKTOP CPU	926

PA05016	FSS	HEWLETT PACKARD	SCANJET N8420	SCANNER	1026
PA02354	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	500
PA04049	FSS	BOBCAT	C0900E	MINI TRACK HOE	5000
PA04065	FSS	TRAILBOSS	VIN 450TP252771002716	10 TON EQUIPMENT TRAILER	12625
PA04074	FSS	CATERPILLAR	DOZER	DOZER	37357
PA00018	FSS	HEWLETT PACKARD	LASERJET 4	PRINTER	2000
PA00272	FSS	HEWLETT PACKARD	LASERJET	PRINTER	2000
PA01545	FSS	COMPAQ	500	DESKTOP CPU	1200
PA01627	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	800
PA02600	FSS	DELL	OPTIPLX GX620	DESKTOP CPU	500
PA02735	FSS	BROTHER	INTELLIFAX 3800	FAX	650
PA02766	FSS	HEWLETT PACKARD	HP3005	PRINTER	534
PA01746	FSS	HEWLETT-PACKARD	D530	DESKTOP CPU	500
PA01513	FSS	HEWLETT-PACKARD	320	PRINTER	1100
PA01780	FSS	HEWLETT-PACKARD	COMPAQ D530	DESKTOP CPU	500
PA02624	FSS	HEWLETT PACKARD	DJ 6980	PRINTER	150
PA02946	FSS	DELL	OPTIPLX 745	DESKTOP CPU	1309
PA05094	FSS	DELL	OPTIPLX GX270	CPU	Unknown
PA05095	FSS	DELL	OPTIPLX GX280	DESKTOP CPU	Unknown
PA05096	FSS	DELL	OPTIPLX GX270	CPU	Unknown
PA01563	FSS	COMPAQ	EVO	DESKTOP CPU	500
PA01900	FSS	GATEWAY	MFATXSTL EL2 500L	DESKTOP CPU	150
PA02917	FSS	DELL	OPTIPLX 745	DESKTOP CPU	926
PA05089	FSS	DELL	OPTIPLX 755N	DESKTOP CPU	890
PA02686	FSS	DELL	OPTIPLX 745	DESKTOP CPU	13099
PA03248	FSS	DELL	OPTIPLX 755	CPU, DESKTOP	944

SECTION J – ATTACHMENT 4

SOLID WASTE MANAGEMENT UNITS (SWMU) STATUS

UNIT	QUADRANT	DEFERRED UNIT (Y=YES; N=NO; P=PROPOSED)	CORRECTIVE ACTION COMPLETED - NO FURTHER ACTION REQUIRED (Y=YES; N=NO)	UNDERGOING CORRECTIVE ACTION (Y=YES; N=NO)	IN SURVEILLANCE AND MAINTENANCE (Y=YES; N=NO)	NO FURTHER ACTION UNIT (Y=YES; N=NO)
Big Run Creek	I	Y	N	N	N	N
Construction Debris Soil Disposal Area	I	N	N	N	N	Y
Former Contaminated Material Storage Yard	I	N	N	N	N	Y
Former Japanese Cylinder Storage Yard	I	N	N	N	N	Y
Former Precious Metals Scrap Yard	I	N	N	N	N	Y
Gas Centrifuge Enrichment Plant (GCEP) Underground Storage Tanks	I	N	N	N	N	Y
Quadrant I Groundwater Investigative (5-Unit) Area	I	N	N	N	Y	N
Recirculating Cooling Water System	I	N	N	N	N	Y
Sanitary Sewer System/X-614D Sewage Lift Station	I	N	N	N	N	Y
Storm Sewer System (F,G,H,N and O)	I	N	N	N	N	Y
X-1007 Fire Station	I	N	N	N	N	Y
X-1020 Engineering Operations Center	I	N	N	N	N	Y
X-103 Auxiliary Building	I	N	N	N	N	Y
X-104 Guard Headquarters	I	N	N	N	N	Y
X-104A Firing Range	I	N	N	N	N	Y
X-1107 AV Interplant Portal (Vehicular)	I	N	N	N	N	Y
X-120 Old Training Facility	I	N	N	N	N	Y

UNIT	QUADRANT	DEFERRED UNIT (Y=YES; N=NO; P=PROPOSED)	CORRECTIVE ACTION COMPLETED - NO FURTHER ACTION REQUIRED (Y=YES; N=NO)	UNDERGOING CORRECTIVE ACTION (Y=YES; N=NO)	IN SURVEILL ANCE AND MAINTENA NCE (Y=YES; N=NO)	NO FURTHER ACTION UNIT (Y=YES; N=NO)
X-2230M Southwest Holding Pond	I	Y	N	N	N	N
X-230K South Holding Pond	I	Y	N	N	N	N
X-231A Southeast Oil Biodegradation Plot	I	N	N	N	Y	N
X-231B Southwest Oil Biodegradation Plot	I	N	N	N	Y	N
X-300 Plant Control Facility	I	N	N	N	N	Y
X-3000 Central Control Building	I	N	N	N	N	Y
X-3001 GCEP Process Building	I	N	N	N	N	Y
X-3002 GCEP Process Building	I	N	N	N	N	Y
X-3346 Feed and Withdrawal Facility	I	N	N	N	N	Y
X-600 Coal Fired Steam Plant	I	Y	N	N	N	N
X-600A Coal Pile Yard	I	Y	N	N	N	N
X-621 Coal Pile Runoff Treatment Facility	I	Y	N	N	N	N
X-626 Recirculating Cooling Water Pump House & Cooling Tower	I	Y	N	N	N	N
X-710 Technical Services Building/Neutralization Pit	I	N	N	N	N	Y
X-741 Oil Drum Storage Facility	I	N	N	N	N	Y
X-746 Building	I	N	N	N	N	Y
X-747F Miscellaneous Material Storage Yard	I	N	N	N	N	Y
X-749 Contaminated Materials Disposal Facility	I	N	N	N	Y	N
X-749/X-120 Area Groundwater Plume	I	N	N	Y	Y	N

UNIT	QUADRANT	DEFERRED UNIT (Y=YES; N=NO; P=PROPOSED)	CORRECTIVE ACTION COMPLETED - NO FURTHER ACTION REQUIRED (Y=YES; N=NO)	UNDERGOING CORRECTIVE ACTION (Y=YES; N=NO)	IN SURVEILL ANCE AND MAINTENA NCE (Y=YES; N=NO)	NO FURTHER ACTION UNIT (Y=YES; N=NO)
X-749A Classified Materials Burial Ground	I	N	N	N	Y	N
X-749B Peter Kiewit Landfill	I	N	N	Y	Y	N
X-750 Fuel Station and Waste Oil Tank (RCRA tank closure completed in 1993)	I	N	Y	N	N	Y
X-751 Mobile Equipment Maintenance Shop	I	N	N	N	N	Y
X-760 Pilot Investigation and Neutralization Pit Soils	I	N	N	Y	N	Y
X-770 Mechanical Test Building	I	N	N	Y	N	N
Barren Area	II	N	N	N	N	Y
East Drainage ditch	II	Y	N	N	N	N
Little Beaver Creek	II	Y	N	N	N	N
Process Waste Line Soils (X-700 and X-705)	II	N	N	N	N	Y
Quadrant II Groundwater Investigative (7-Unit) Area	II	P	N	N	N	N
Recirculating Cooling Water System	II	N	N	N	N	Y
Sanitary Sewer System/X-614P Sewage Lift Station	II	N	N	N	N	Y
Soils in the Vicinity of the X-720 Neutralization Pit	II	P	N	N	N	N
Storm Sewer System (D and E)	II	N	N	N	N	Y
X-100L Environmental Control Trailer	II	N	N	N	N	Y
X-101A Credit Union Trailer	II	N	N	N	N	Y

UNIT	QUADRANT	DEFERRED UNIT (Y=YES; N=NO; P=PROPOSED)	CORRECTIVE ACTION COMPLETED - NO FURTHER ACTION REQUIRED (Y=YES; N=NO)	UNDERGOING CORRECTIVE ACTION (Y=YES; N=NO)	IN SURVEILL ANCE AND MAINTENA NCE (Y=YES; N=NO)	NO FURTHER ACTION UNIT (Y=YES; N=NO)
X-105 Electronic Maintenance Building	II	N	N	N	N	Y
X-109B Personnel Monitoring Building	II	N	N	N	N	Y
X-116 Storage Trailer	II	N	N	N	N	Y
X-23017 Holding Pond	II	Y	N	N	N	N
X-343 Feed Vaporization and Sampling Facility	II	N	N	N	N	Y
X-345 Special Nuclear Material Storage Building	II	N	N	N	N	Y
X-633 Recirculating Water Pump House and Cooling Tower	II	P	N	Y	N	N
X-640-2 Elevated Water Tank	II	N	N	N	N	Y
X-700 Chemical Cleaning Facility (Soils only)	II	P	N	N	N	N
X-700 Tanks 6,7, and 8 (RCRA tank closures completed in 1993 and 1994)	II	N	Y	N	N	Y
X-700A Air Conditioning Equipment Building	II	N	N	N	N	Y
X-700CT Chemical and Petroleum Containment Tanks	II	N	N	N	N	Y
X-700T TCE/TCA Outside Storage Tank (Soils)	II	N	N	N	N	Y
X-701A Lime House (Facility removed in 2001)	II	N	Y	N	N	Y
X-701B Groundwater Area Plume	II	N	N	Y	N	N
X-701BP Northeast Oil Biodegradation Plot	II	N	N	N	N	Y
X-701C Neutralization Pit (Pit removed in 2001)	II	N	Y	N	N	Y
X-701E Neutralization Building	II	N	N	N	N	Y

UNIT	QUADRANT	DEFERRED UNIT (Y=YES; N=NO; P=PROPOSED)	CORRECTIVE ACTION COMPLETED - NO FURTHER ACTION REQUIRED (Y=YES; N=NO)	UNDERGOING CORRECTIVE ACTION (Y=YES; N=NO)	IN SURVEILLANCE AND MAINTENANCE (Y=YES; N=NO)	NO FURTHER ACTION UNIT (Y=YES; N=NO)
X-701F Effluent Monitoring Building	II	N	N	N	N	Y
X-705 Decontamination Building (Soils only), X-701C Process Drain Line (remaining)	II	P	N	N	N	N
X-705A Radioactive Waste Incinerator/X-705-B Contaminated Burnables Storage Lot (Soils only)	II	P	N	N	N	N
X-705D Heating Booster Pump Building	II	N	N	N	N	Y
X-720 Maintenance Building (Soils only)	II	P	N	N	N	N
X-720B Radio Base Station Building	II	N	N	N	N	Y
X-720C Paint and Oil Storage Building	II	N	N	N	N	Y
X-744G Bulk Storage Building (RCRA closure completed in 1994)	II	N	Y	N	N	Y
X-744H Bulk Storage Building	II	N	N	N	N	Y
X-744J Bulk Storage Building	II	N	N	N	N	Y
X-744L Store and Maintenance Warehouse	II	N	N	N	N	Y
X-744R Retrievable Waste Storage Area	II	N	N	N	N	Y
X-744Y Waste Storage Yard	II	N	N	Y	N	N
X-747 A,B,C,D, and E Material Storage Yards	II	N	N	N	N	Y
X-747G Northeast Contaminated Material Storage Yard (soils)(contents removed)	II	N	N	N	N	Y
Bulk Fuel Storage (BFS) Area	III	N	N	N	N	Y
Don Marquis Substation	III	N	N	N	N	Y

UNIT	QUADRANT	DEFERRED UNIT (Y=YES; N=NO; P=PROPOSED)	CORRECTIVE ACTION COMPLETED - NO FURTHER ACTION REQUIRED (Y=YES; N=NO)	UNDERGOING CORRECTIVE ACTION (Y=YES; N=NO)	IN SURVEILLANCE AND MAINTENANCE (Y=YES; N=NO)	NO FURTHER ACTION UNIT (Y=YES; N=NO)
Former Automobile Service Garage	III	N	N	N	N	Y
Recirculating Cooling Water System and Blowdown Line	III	N	N	N	N	Y
Sanitary Sewer System and X-614A Sewage Lift Station	III	N	N	N	N	Y
Storm Sewers (A, B, and J)	III	N	N	N	N	Y
West Drainage Ditch	III	Y	N	N	N	N
X-108E C-Portal	III	N	N	N	N	Y
X-109A Personnel Monitoring Building/Waste Oil Reclamation Facility	III	N	N	N	N	Y
X-1107 DP, DV, EP, EV Northeast and Northwest Pedestrian and Vehicle Portals	III	N	N	N	N	Y
X-111A Monitoring Portal and X-111B Portal Northwest	III	N	N	N	N	Y
X-2207D Parking Lot, X-745A Former Cylinder Storage Yard	III	N	N	N	N	Y
X-2230N West Holding Pond	III	Y	N	N	N	N
X-230J3 West Environmental Sampling Building and Intermittent Containment Basin	III	Y	N	N	N	N
X-230J5 West Holding Pond and Oil Separation Basin	III	Y	N	N	N	N
X-326 Process Building	III	Y	N	N	N	N

UNIT	QUADRANT	DEFERRED UNIT (Y=YES; N=NO; P=PROPOSED)	CORRECTIVE ACTION COMPLETED - NO FURTHER ACTION REQUIRED (Y=YES; N=NO)	UNDERGOING CORRECTIVE ACTION (Y=YES; N=NO)	IN SURVEILLANCE AND MAINTENANCE (Y=YES; N=NO)	NO FURTHER ACTION UNIT (Y=YES; N=NO)
X-330 Process Building	III	Y	N	N	N	N
X-530A Switchyard, X-530B Switch House, X-530C Test and Repair Building, X-530D Oil House, X-530E Valve House, X-530F Valve House, and X-530G GCEP Oil Pumping Station	III	Y	N	N	N	N
X-612 Elevated Water Tank	III	N	N	N	N	Y
X-615 Abandoned Sanitary Sewer Treatment Facility (Facility removed in 2006)	III	N	Y	N	N	Y
X-616 Effluent Control Facility (Facility removed in 2006)	III	N	Y	N	N	Y
X-6619 Sewage Treatment Facility	III	N	N	N	N	Y
X-740 Waste Oil Handling Facility (Facility removed in 2006)	III	N	Y	N	N	Y
X-740 Waste Oil Handling Facility Groundwater Plume	III	N	N	Y	Y	N
X-744 S, T, and U Warehouses	III	N	N	N	N	Y
X-744N, P, and Q Warehouses and Associated Old Construction Headquarters	III	Y	N	N	N	N
X-745C West Cylinder Storage Yard	III	Y	N	N	N	N
X-748 Truck Scales	III	N	N	N	N	Y
X-7725 Recycling and Assembly Building (RCRA closure completed in 2007)	III	Y	Y	N	N	N

UNIT	QUADRANT	DEFERRED UNIT (Y=YES; N=NO; P=PROPOSED)	CORRECTIVE ACTION COMPLETED - NO FURTHER ACTION REQUIRED (Y=YES; N=NO)	UNDERGOING CORRECTIVE ACTION (Y=YES; N=NO)	IN SURVEILL ANCE AND MAINTENA NCE (Y=YES; N=NO)	NO FURTHER ACTION UNIT (Y=YES; N=NO)
X-7726 Centrifuge Training and Test Facility	III	N	N	N	N	Y
X-7727H Transfer Corridor	III	N	N	N	N	Y
X-7745R Recycling and Assembly Storage Yard	III	N	N	N	N	Y
X-747H Northwest Surplus and Scrap Yard	IV	Y	N	N	N	N
Chemical and Petroleum Containment Basins (east of X-533A and Emergency Containment Tanks	IV	Y	N	Y	N	N
North Drainage Ditch	IV	Y	N	N	N	N
Old Northwest Firing Range	IV	N	N	N	N	Y
Railroad Spur Yard Storage Area	IV	N	N	N	N	Y
Recirculating Cooling Water System	IV	N	N	N	N	Y
Sanitary Sewer System, X-614B Sewage Lift Station	IV	N	N	N	N	Y
Storm Sewer System (C, K, L and M)	IV	N	N	N	N	Y
Transformer Cleaning/Storage Pad	IV	Y	N	N	N	N
X-108H Pike Avenue	IV	N	N	N	N	Y
X-114A Firing Range	IV	N	N	N	N	Y
X-206H Parking Lot	IV	N	N	N	N	Y
X-230J6 Northeast Holding Pond, Monitoring Facility, and Secondary Oil Collection Basin, Northeast Drainage Ditch	IV	Y	N	N	N	N
X-230J9 North Environmental Sampling Building	IV	N	N	N	N	Y

UNIT	QUADRANT	DEFERRED UNIT (Y=YES; N=NO; P=PROPOSED)	CORRECTIVE ACTION COMPLETED - NO FURTHER ACTION REQUIRED (Y=YES; N=NO)	UNDERGOING CORRECTIVE ACTION (Y=YES; N=NO)	IN SURVEILLANCE AND MAINTENANCE (Y=YES; N=NO)	NO FURTHER ACTION UNIT (Y=YES; N=NO)
X-230L North Holding Pond, and Unnamed Construction Fill Area	IV	Y	N	N	N	N
X-333 Process Building	IV	Y	N	N	N	N
X-334 Transformer Storage and Cleaning Building	IV	N	N	N	N	Y
X-342A Feed Vaporization and Fluorine Generation Building	IV	Y	N	N	N	N
X-342B Fluorine Storage Building	IV	Y	N	N	N	N
X-342C Waste Hydrogen Fluoride Neutralization Pit (Pit removed in 2006)	IV	N	Y	N	N	Y
X-344A Facility	IV	N	N	N	N	Y
X-344A Settling Tank (RCRA Tank Closure Completed 1996)	IV	N	Y	N	N	Y
X-344C HF Storage Facility	IV	Y	N	N	N	N
X-344D HF Neutralization Pit (Pit removed in 2000)	IV	N	Y	N	N	Y
X-533A Switchyard, X-533B Switch House, X-533C Test and Repair Building, X-533D Oil House and Associated French Drains, X-533E Valve House, X-533F Valve House, and X-533H Gas Reclaiming Cart Garage	IV	Y	N	Y	N	N
X-605H Booster Pump House and Appurtenances, X-605I Chlorinator Building, X-	IV	N	N	N	N	Y

UNIT	QUADRANT	DEFERRED UNIT (Y=YES; N=NO; P=PROPOSED)	CORRECTIVE ACTION COMPLETED - NO FURTHER ACTION REQUIRED (Y=YES; N=NO)	UNDERGOING CORRECTIVE ACTION (Y=YES; N=NO)	IN SURVEILLANCE AND MAINTENANCE (Y=YES; N=NO)	NO FURTHER ACTION UNIT (Y=YES; N=NO)
605J Diesel Generator Building						
X-611 Water Treatment Plant and Appurtenances	IV	N	N	N	N	Y
X-611A North, Middle, and South Lime Sludge Lagoons	IV	N	N	N	Y	N
X-611B Sludge Lagoon	IV	N	N	N	N	Y
X-618 North Holding Pond Storage Building	IV	N	N	N	N	Y
X-630-1 Recirculating Water Pump House, X-630-2 A&B Cooling Towers	IV	Y	N	N	N	N
X-630-3 Acid Handling Station	IV	Y	N	N	N	N
X-640-1 Pump House and Associated Underground Diesel Storage Tanks	IV	N	N	N	N	Y
X-734 Landfill (sanitary, construction)	IV	N	N	N	Y	N
X-735 Sanitary Landfill	IV	N	N	N	Y	N
X-735A Landfill Utility Building	IV	N	N	N	N	Y
X-744B Salt Storage Building	IV	N	N	N	N	Y
X-744W Surplus and Salvage Warehouse	IV	N	N	N	N	Y
X-745B Enrichment Process Gas Yard	IV	Y	N	N	N	N
X-745E Northwest International Process Gas Yard	IV	N	N	N	N	Y
X-745F North Process Gas Stockpile Yard	IV	N	N	N	N	Y

UNIT	QUADRANT	DEFERRED UNIT (Y=YES; N=NO; P=PROPOSED)	CORRECTIVE ACTION COMPLETED - NO FURTHER ACTION REQUIRED (Y=YES; N=NO)	UNDERGOING CORRECTIVE ACTION (Y=YES; N=NO)	IN SURVEILLANCE AND MAINTENANCE (Y=YES; N=NO)	NO FURTHER ACTION UNIT (Y=YES; N=NO)
X-752 Former Hazardous Storage Facility	IV	N	N	N	N	Y

SECTION J – ATTACHMENT 5

FACILITIES/AREAS RESPONSIBILITY MATRIX AND SITE SERVICES

FACILITIES/AREAS RESPONSIBILITY MATRIX

Facility No.	Facility Name	Contractor Responsible for Facility/Area	FSS Responsibility Matrix (Grounds (G), Pest Control (P), Snow Removal (S), Janitorial (J), Maintenance (M))	Comments
X-100	Administration Bldg	TBD		
X-100B	Air Cond. Equip. Bldg	TBD		
X-101	Dispensary	TBD		
X-102	Cafeteria	TBD		
X-103	Aux. Office Bldg	TBD*		*This facility is to be returned to DOE by 12/11/2009 per the DOE/USEC Binding OCI Mitigation Agreement.
X-104	Guard Headquarters	TBD		
X-104A	Indoor Firing Range Bldg	TBD		
X-105	Electronic Maint. Bldg	D&D	G	Above ground structure removed as part of early D&D activities. Any subsurface structure remains.
X-106	Tactical Response Building	TBD		
X-106B	Old Fire Training Building	D&D	G	Above ground structure removed as part of early D&D activities. Any subsurface structure remains.
X-106C	New Fire Training Building	TBD		Facility responsibility changed if Fire Protection Services are no longer leased.
X-108A	South Portal & Shelter - Drive Gate	TBD		Facility responsibility changed if Protective Force Services are no longer leased.
X-108B	N Portal and Shelter	TBD		Facility responsibility changed if Protective Force Services are no longer leased.
X-108E	Constr Entrance Portal	TBD		Facility responsibility changed if Protective Force Services are no longer leased.
X-108H	Pike Ave Portal	TBD		Facility responsibility changed if Protective Force Services are no longer leased.
X-109A	Personnel Monitoring Bldg	TBD		
X-109B	Personnel Monitoring Bldg	TBD		
X-109C	Personnel Monitoring Station	TBD		
X-111A	SNM Monitoring Portal	TBD*		*This facility is to be returned to DOE by 11/19/2010 per the DOE/USEC Binding OCI Mitigation Agreement.
X-111B	SNM Portal N. W.	TBD*		*This facility is to be returned to DOE by 11/19/2010 per the DOE/USEC Binding OCI Mitigation Agreement.
X-114A	Outdoor Firing Range	TBD		Facility responsibility changed if Protective Force Services are no longer leased.
X-120	Old Weather Station	D&D	G	Above ground structure removed as part of early D&D activities. Any subsurface structure remains.
X-120H	Weather Station	TBD		Facility responsibility changed if Emergency Management Services are no longer leased.
X-200	Site Preparation, Grading, and Landscaping	TBD		
X-201	Land and Land Rights	TBD		

Facility No.	Facility Name	Contractor Responsible for Facility/Area	FSS Responsibility Matrix (Grounds (G), Pest Control (P), Snow Removal (S), Janitorial (J), Maintenance (M))	Comments
X-202	Roads	TBD		
X-204-1	Railroad and Railroad Overpass	TBD		The railroad track not used by UDS is included in the D&D scope
X-206A	North Main Parking Lot	TBD		
X-206B	South Main Parking Lot	TBD		
X-206E	Construction Parking Lot	TBD		
X-206H	Pike Ave Parking Lot	TBD		
X-206J	South Office Parking Lot	TBD		
X-208	Security Fence	TBD		Facility responsibility changed if Protective Force Services are no longer leased.
X-208A	Boundary Fence	FSS	G	
X-208B	SNM Security Fence	FSS	G	
X-210	Sidewalks	TBD		
X-215A	Electrical Distribution to Process Buildings	TBD		Facility responsibility changed if Power Distribution is no longer leased.
X-215B	Electrical Distribution to Other Areas	TBD		Facility responsibility changed if Power Distribution is no longer leased.
X-215C	Exterior Lighting	TBD		Facility responsibility changed if Power Distribution is no longer leased.
X-215D	Electrical Power Tunnels	TBD		Facility responsibility changed if Power Distribution is no longer leased.
X-220A	Instrumentation Tunnels	TBD		
X-220B1	Process Instrumentation Lines	TBD		
X-220B2	Carrier Communication Systems	TBD		
X-220B3	Water Supply Telemetry Lines	TBD		Facility responsibility changed if Water Supply is no longer leased.
X-220C	Superior American Alarm System	TBD		Facility responsibility changed if Fire Protection Services are no longer leased.
X-220D1	General Telephone System	TBD		
X-220D2	Process Telephone System	TBD		
X-220D3	Emergency Telephone System	TBD		
X-220E1	Evacuation PA System	TBD		Facility responsibility changed if Emergency Management is no longer leased.
X-220E2	Process PA System	TBD		Facility responsibility changed if Emergency Management is no longer leased.
X-220E3	Power Public Address System	TBD		Facility responsibility changed if Emergency Management is no longer leased.
X-220F	Plant Radio System	TBD		
X-220G	Pneumatic Dispatch System	TBD		
X-220H	McCalloh Alarm System	TBD		Facility responsibility changed if Fire Protection Services are no longer leased.
X-220J	Radiation Alarm System	TBD		
X-220K	Cascade Automatic Data Processing System	TBD*		*This facility is to be returned to DOE by 12/31/2013 per the DOE/USEC Binding OCI Mitigation Agreement.

Facility No.	Facility Name	Contractor Responsible for Facility/Area	FSS Responsibility Matrix (Grounds (G), Pest Control (P), Snow Removal (S), Janitorial (J), Maintenance (M))	Comments
X-220L	Classified Computer System	TBD		
X-220N	Security Alarm and Surveillance System	TBD		
X-220P	MSR System	TBD		
X-220R	Public Warning Siren System	TBD		Part of the public warning system is needed to support ACP.
X-220S	Power Operations SCADA System	TBD		Part of the SCADA system is needed to support ACP. Facility responsibility changed if Power Distribution is no longer leased.
X-230	Water Supply Line	TBD		Part of the water supply line is needed to support ACP. Facility responsibility changed if Water Supply is no longer leased.
X-230A	Sanitary and Fire Water Distribution System	TBD		Part of the sanitary and fire water distribution system is needed to support ACP. Facility responsibility changed if Water Supply is no longer leased.
X-230A10	Ambient Air Monitoring Station	D&D	G	Operations
X-230A12	Ambient Air Monitoring Station	D&D	G	Operations
X-230A15	Ambient Air Monitoring Station	D&D	G	Operations
X-230A23	Ambient Air Monitoring Station	D&D	G	Operations
X-230A24	Ambient Air Monitoring Station	D&D	G	Operations
X-230A28	Ambient Air Monitoring Station	D&D	G	Operations
X-230A29	Ambient Air Monitoring Station	D&D	G	Operations
X-230A3	Ambient Air Monitoring Station	D&D	G	Operations
X-230A36	Ambient Air Monitoring Station	D&D	G	Operations
X-230A37	Ambient Air Monitoring Station	D&D	G	Operations
X-230A40	Ambient Air Monitoring Station	D&D	G	Operations
X-230A41	Ambient Air Monitoring Station	D&D	G	Operations
X-230A6	Ambient Air Monitoring Station	D&D	G	Operations
X-230A8	Ambient Air Monitoring Station	D&D	G	Operations
X-230A9	Ambient Air Monitoring Station	D&D	G	Operations
X-230B	Sanitary Sewers	TBD		Facility responsibility changed if Sewage Treatment is no longer leased.
X-230C	Storm Sewers	TBD		
X-230D	Softened Water Distribution System	TBD		Facility responsibility changed if Sanitary Water Distribution is no longer leased.

Facility No.	Facility Name	Contractor Responsible for Facility/Area	FSS Responsibility Matrix (Grounds (G), Pest Control (P), Snow Removal (S), Janitorial (J), Maintenance (M))	Comments
X-230E	Plant Water System (make-up)	TBD		Facility responsibility changed if Water Supply is no longer leased.
X-230F	Raw Water Supply Line	TBD		Facility responsibility changed if Water Supply is no longer leased.
X-230G	Recirculating Cooling Water System	TBD		Facility responsibility changed if the RCW System is no longer leased.
X-230H	Fire Water Distribution System	TBD		Facility responsibility changed if Fire Water System and Sanitary Water Distribution System are no longer leased.
X-230J1	East Environmental Sampling Building	D&D	G	Above ground structure removed as part of early D&D activities. Any subsurface structure remains.
X-230J-1	Monitoring Station	D&D	G,S	Operations
X-230J2	S. Environmental Sample Bldg	TBD		
X-230J3	West Environmental Sampling Building and Intermittent Containment Basin	TBD		
X-230J4	Environmental Air Sampling Station	D&D	G	Operations
X-230J5	West Holding Pond and Oil Separation Station	TBD		
X-230J6	Northeast Holding Pond, Monitoring Facility, and Secondary Oil Collection Basin	TBD		
X-230J7	East Monitor Facility (East Holding Pond and Oil Separation)	TBD		
X-230J8	Envir. Storage Bldg	D&D	G	Above ground structure removed as part of early D&D activities. Any subsurface structure remains.
X-230J9	N. Envir. Sample Bldg	TBD*		*This facility is to be returned to DOE by 11/06/09 per the DOE/USEC Binding OCI Mitigation Agreement.
X-230K	South Holding Pond	TBD		
X-230L	North Holding Pond and Unnamed Construction Fill Area	TBD		Effluent control facility
X-230M	Clean Test Site	D&D	G	
X-231A	SE Oil Biodegradation Plot	D&D	G	Remedial Action Closure - will require long term S&M. Ongoing S&M for RCRA consent decree
X-231B	SW Oil Biodegradation Plot	D&D	G	Remedial Action Closure - will require long term S&M. Ongoing S&M RCRA Consent Decree
X-232A	Nitrogen Distribution System	TBD		Facility responsibility changed if Nitrogen System is no longer leased.
X-232B	Dry Air Distribution System	TBD		Facility responsibility changed if Dry Air System is no longer leased.
X-232C1	Tie Line X-342 to X-330	TBD*		*This facility is to be returned to DOE by 2014 per the DOE/USEC Binding OCI Mitigation Agreement.

Facility No.	Facility Name	Contractor Responsible for Facility/Area	FSS Responsibility Matrix (Grounds (G), Pest Control (P), Snow Removal (S), Janitorial (J), Maintenance (M))	Comments
X-232C2	Tie Line X-330 to X-326	TBD*		*This facility is to be returned to DOE by 12/31/2013 per the DOE/USEC Binding OCI Mitigation Agreement.
X-232C3	Tie Line X-330 to X-333	TBD*		*This facility is to be returned to DOE by 12/31/2013 per the DOE/USEC Binding OCI Mitigation Agreement.
X-232C4	Tie Line X-326 to X-770	TBD*		*This facility is to be returned to DOE by 12/31/2013 per the DOE/USEC Binding OCI Mitigation Agreement.
X-232C5	Tie Line X-343 to X-333	TBD*		*This facility is to be returned to DOE by 7/31/2010 per the DOE/USEC Binding OCI Mitigation Agreement.
X-232D	Steam and Condensate System	TBD		Facility responsibility changed if Steam System is no longer leased.
X-232E	Freon Distribution System	TBD		
X-232F	Fluorine Distribution System	TBD		
X-232G	Support for Distribution Lines	TBD		Facility responsibility changed if Distribution Systems are no longer leased.
X-235	South Groundwater Collection System	D&D	G	GWPT Operations
X-237	Little Beaver Groundwater Collection System	D&D	G	GWPT Operations
X-240A	RCW System (Cathodic Protection System)	TBD		Facility responsibility changed if RCW System is no longer leased.
X-300	Plant Control Facility	TBD		Facility responsibility changed if Emergency Management is no longer leased.
X-300A	Process Monitoring Bldg	TBD		
X-300B	Plant Control Facility Carport	TBD		
X-300C	Emergency Communications Antenna	TBD		
X-326	Process Bldg	TBD*		*This facility is to be returned to DOE by 12/31/2013 per the DOE/USEC Binding OCI Mitigation Agreement.
X-326L	Storage Area L-Cage DMSA	D&D	J	DOE Material Storage Areas
X-330	Process Bldg	TBD*		*This facility is to be returned to DOE by 12/31/2013 per the DOE/USEC Binding OCI Mitigation Agreement.
X-330	DMSA Storage Area	D&D	N/A	
X-333	Process Bldg	D&D	G,P,S,J	This facility is to be returned to DOE by 10/15/2010 per the DOE/USEC Binding OCI Mitigation Agreement.
X-334	Transformer Cleaning & Storage	D&D	GS	
X-342A	Feed Vaporization Bldg	TBD*		*This facility is to be returned to DOE by 2014 per the DOE/USEC Binding OCI Mitigation Agreement.
X-342B	Fluorine Storage Bldg	TBD*		*This facility is to be returned to DOE by 2014 per the DOE/USEC Binding OCI Mitigation Agreement.
X-342C	Waste HF Neutralization Pit	D&D	G	Above ground structure removed as part of early D&D activities. Any subsurface structure remains.

Facility No.	Facility Name	Contractor Responsible for Facility/Area	FSS Responsibility Matrix (Grounds (G), Pest Control (P), Snow Removal (S), Janitorial (J), Maintenance (M))	Comments
X-343	Feed Vaporization & Sampling Bldg	TBD*		*This facility is to be returned to DOE by 7/31/2012 per the DOE/USEC Binding OCI Mitigation Agreement.
X-344A	UF6 Sampling Facility	TBD*		*This facility is to be returned to DOE by 2014 per the DOE/USEC Binding OCI Mitigation Agreement.
X-344B	Maint. Storage Bldg	TBD*		*This facility is to be returned to DOE by 2014 per the DOE/USEC Binding OCI Mitigation Agreement.
X-344C	HF Storage Bldg	D&D	G	Above ground structure removed as part of early D&D activities. Any subsurface structure remains. Deferred Unit
X-344D	HF Neutralization Pit	D&D	G	All structures removed.
X-344E	Gas Ventilation Stack	D&D	G	Above ground structure removed as part of early D&D activities. Any subsurface structure remains.
X-344F	Safety Bldg	D&D	G	Above ground structure removed as part of early D&D activities. Any subsurface structure remains.
X-345	SNM Storage Bldg	D&D	G,P,S,J	
X-501	Substation	TBD		Facility responsibility changed if Power Operations are no longer leased.
X-501A	Substation	TBD		Facility responsibility changed if Power Operations are no longer leased.
X-502	Substation	TBD		Facility responsibility changed if Power Operations are no longer leased.
X-515	330 KV Tie Line Between X-530 and X-533	TBD		Facility responsibility changed if Power Operations are no longer leased.
X-530.1	Area	D&D	G	
X-530.2	Area	D&D	G	
X-530A	Switchyard	TBD		Facility responsibility changed if Power Operations are no longer leased.
X-530B	Switch House	TBD		Facility responsibility changed if Power Operations are no longer leased.
X-530C	Test And Repair Bldg	TBD		Facility responsibility changed if Power Operations are no longer leased.
X-530D	Oil House	TBD		Facility responsibility changed if Power Operations are no longer leased.
X-530E	Valve House	TBD		Facility responsibility changed if Power Operations are no longer leased.
X-530F	Valve House	TBD		Facility responsibility changed if Power Operations are no longer leased.
X-530G	GCEP Oil Pumping Station	TBD		Facility responsibility changed if Power Operations are no longer leased.
X-533	Transformer Storage Pad	D&D	N/A	This facility is to be returned to DOE by 7/30/2009 per the DOE/USEC Binding OCI Mitigation Agreement.
X-533.1	Switchyard Buffer Area	D&D	G,S	This facility is to be returned to DOE by 7/30/2009 per the DOE/USEC Binding OCI Mitigation Agreement.
X-533A	Switchyard	D&D	G,S,P	This facility is to be returned to DOE by 7/30/2009 per the DOE/USEC Binding OCI Mitigation Agreement.

Facility No.	Facility Name	Contractor Responsible for Facility/Area	FSS Responsibility Matrix (Grounds (G), Pest Control (P), Snow Removal (S), Janitorial (J), Maintenance (M))	Comments
X-533B	Switch House	D&D	G,S,P	This facility is to be returned to DOE by 7/30/2009 per the DOE/USEC Binding OCI Mitigation Agreement.
X-533C	Test And Repair Bldg	D&D	G,S	This facility is to be returned to DOE by 7/30/2009 per the DOE/USEC Binding OCI Mitigation Agreement.
X-533D	Oil House	D&D	G	This facility is to be returned to DOE by 7/30/2009 per the DOE/USEC Binding OCI Mitigation Agreement.
X-533E	Valve House	D&D	G	This facility is to be returned to DOE by 7/30/2009 per the DOE/USEC Binding OCI Mitigation Agreement.
X-533F	Valve House	D&D	G	This facility is to be returned to DOE by 7/30/2009 per the DOE/USEC Binding OCI Mitigation Agreement.
X-533H	Gas Reclaim. Cart Garage	TBD*		*This facility is to be returned to DOE by 12/31/2009 per the DOE/USEC Binding OCI Mitigation Agreement.
X-540	Telephone Bldg	TBD		
X-600	Steam Plant	TBD*		*This facility is to be returned to DOE by 2016 per the DOE/USEC Binding OCI Mitigation Agreement.
X-600A	Coal Yard	TBD*		*This facility is to be returned to DOE by 2016 per the DOE/USEC Binding OCI Mitigation Agreement.
X-600B	Steam Plant Shop Bldg	TBD*		*This facility is to be returned to DOE by 2016 per the DOE/USEC Binding OCI Mitigation Agreement.
X-600C	Ash Wash Treatment Bldg.	TBD*		*This facility is to be returned to DOE by 2016 per the DOE/USEC Binding OCI Mitigation Agreement.
X-605	Sanitary Water Ctl. House	TBD*		*This facility is to be returned to DOE by 4/2/2010 per the DOE/USEC Binding OCI Mitigation Agreement.
X-605A	Well Field	TBD*		*This facility is to be returned to DOE by 4/2/2010 per the DOE/USEC Binding OCI Mitigation Agreement.
X-605H	Booster Pump House	TBD*		*This facility is to be returned to DOE by 4/2/2010 per the DOE/USEC Binding OCI Mitigation Agreement.
X-605I	Chlorinator Bldg	TBD*		*This facility is to be returned to DOE by 4/2/2010 per the DOE/USEC Binding OCI Mitigation Agreement.
X-605J	Diesel Generator Bldg	TBD*		*This facility is to be returned to DOE by 4/2/2010 per the DOE/USEC Binding OCI Mitigation Agreement.
X-608	Raw Water Pump House	TBD		Facility responsibility changed if Water Supply System is no longer leased.
X-608A	Well Field	TBD		Facility responsibility changed if Water Supply System is no longer leased.
X-608B	Well Field	TBD		Facility responsibility changed if Water Supply System is no longer leased.
X-611	Water Treatment Plant	TBD		Facility responsibility changed if Water Supply System is no longer leased.
X-611A	Old Lime Sludge Lagoons	D&D	G	Remedial Action Closure - Ongoing S&M Per Consent Decree

Facility No.	Facility Name	Contractor Responsible for Facility/Area	FSS Responsibility Matrix (Grounds (G), Pest Control (P), Snow Removal (S), Janitorial (J), Maintenance (M))	Comments
X-611B	Lagoon	TBD		Facility responsibility changed if Water Supply System is no longer leased.
X-611B1	Lagoon Supernatant Pumping Station	TBD		Facility responsibility changed if Water Supply System is no longer leased.
X-611B2	Lagoon Supernatant Pumping Station	TBD		Structure filled with concrete and buried
X-611B3	Lagoon Supernatant Pumping Station	TBD		Facility responsibility changed if Water Supply System is no longer leased.
X-611C	Filter Bldg	TBD		Facility responsibility changed if Water Supply System is no longer leased.
X-611D	Recarbonization Inst Bldg	TBD		Facility responsibility changed if Water Supply System is no longer leased.
X-611E	Clear Well & Chlorine Building	TBD		Facility responsibility changed if Water Supply System is no longer leased.
X-612	Elevated Storage Tank	TBD		Facility responsibility changed if Water Distribution System is no longer leased.
X-614A	Sewage Pumping Station	TBD		Facility responsibility changed if Sewage System is no longer leased.
X-614B	Sewage Pumping Station	TBD		Facility responsibility changed if Sewage System is no longer leased.
X-614D	Sewage Pumping Station	TBD		Facility responsibility changed if Sewage System is no longer leased.
X-614P	Sewage Pumping Station	TBD		Facility responsibility changed if Sewage System is no longer leased.
X-615	Old Sewage Treatment Plant	D&D	G	Above ground structure removed early D&D activities. Subsurface structure remains.
X-616	Liquid Effluent Ctl. Fac.	D&D	G	Above ground structure removed as part of early D&D activities. Any subsurface structure remains.
X-616A	Cap Over Sludge Lagoons	D&D	G	Remedial Action Closure - Ongoing S&M per Consent Decree
X-617	S. Holding Pond pH Control Facility	TBD		
X-618	N. Holding Pond Str Bldg	TBD		
X-621	Coal Pile Treatment Fac	TBD		Facility responsibility changed if Steam System is no longer leased.
X-622	South Groundwater Treatment Facility	D&D	G,S	Operational GWPT
X-622.1	Area	D&D	S	
X-622.2	Area	D&D	S	
X-623	North Groundwater Treatment Building	D&D	G,S	Operational GWPT
X-624	Little Beaver Groundwater Treatment Facility	D&D	G,S	Operational GWPT
X-624-1	Little Beaver Groundwater Trtmnt Decon Pad	D&D	N/A	
X-625	Groundwater Passive Treatment Facility	D&D	G	
X-626-1	Recirculating Water Pump House	TBD		Facility responsibility changed if RCW System is no longer leased.
X-626-2	Cooling Tower	TBD		Facility responsibility changed if RCW System is no longer leased.
X-627	Groundwater Pump and Treat	D&D	G,S	Operational GWPT

Facility No.	Facility Name	Contractor Responsible for Facility/Area	FSS Responsibility Matrix (Grounds (G), Pest Control (P), Snow Removal (S), Janitorial (J), Maintenance (M))	Comments
X-630-1	Recir. Water Pump House	TBD*		*This facility is to be returned to DOE by 12/31/2013 per the DOE/USEC Binding OCI Mitigation Agreement.
X-630-2A	Cooling Tower	TBD*		*This facility is to be returned to DOE by 12/31/2013 per the DOE/USEC Binding OCI Mitigation Agreement.
X-630-2B	Cooling Tower	TBD*		*This facility is to be returned to DOE by 12/31/2013 per the DOE/USEC Binding OCI Mitigation Agreement.
X-630-3	Acid Handling Station (only tank system remains, facility gone)	TBD*		*This facility is to be returned to DOE by 12/31/2013 per the DOE/USEC Binding OCI Mitigation Agreement.
X-633	Cooling Tower Area	D&D	G	This facility is to be returned to DOE by 6/30/2009 per the DOE/USEC Binding OCI Mitigation Agreement.
X-633.1	Cooling Tower Buffer Area	D&D	G	This facility is to be returned to DOE by 6/30/2009 per the DOE/USEC Binding OCI Mitigation Agreement.
X-633-1	Recir. Water Pump House	D&D	G,S	This facility is to be returned to DOE by 6/30/2009 per the DOE/USEC Binding OCI Mitigation Agreement.
X-633-2A	Cooling Tower	D&D	G	This facility is to be returned to DOE by 6/30/2009 per the DOE/USEC Binding OCI Mitigation Agreement.
X-633-2B	Cooling Tower	D&D	G	This facility is to be returned to DOE by 6/30/2009 per the DOE/USEC Binding OCI Mitigation Agreement.
X-633-2C	Cooling Tower	D&D	G	This facility is to be returned to DOE by 6/30/2009 per the DOE/USEC Binding OCI Mitigation Agreement.
X-633-2D	Cooling Tower	D&D	G	This facility is to be returned to DOE by 6/30/2009 per the DOE/USEC Binding OCI Mitigation Agreement.
X-640-1	Pump House	TBD		Facility responsibility changed if High Pressure Fire Water System is no longer leased.
X-640-2	Elevated Storage Tank	TBD		Facility responsibility changed if High Pressure Fire Water System is no longer leased.
X-700 DOE areas	DOE Maintenance Shops	FSS	G, P, S, J, M	Most of facility is leased; however, DOE Leased part for maintenance shop.
X-700	Conv Shop & Cleaning Bldg	TBD		
X-700A	Air Cond. Equipment Bldg	TBD		
X-701A	Lime House	D&D	G	Above ground structure removed as part of early D&D activities. Any subsurface structure remains.
X-701B	Holding Pond	D&D	G	Ongoing S&M per Consent Decree Undergoing corrective action or S&M
X-701C	Neutralization Pit	D&D	G	Above ground structure removed as part of early D&D activities. Any subsurface structure remains. Deferred Unit
X-701D	Water De-Ionization Facility	D&D	G	Above ground structure removed as part of early D&D activities. Any subsurface structure remains.

Facility No.	Facility Name	Contractor Responsible for Facility/Area	FSS Responsibility Matrix (Grounds (G), Pest Control (P), Snow Removal (S), Janitorial (J), Maintenance (M))	Comments
X-701E	Neutralization Bldg	D&D	G,S	Part of an operational GWPT
X-701F	Effluent Monitoring Facility	D&D	G	Above ground structure removed as part of early D&D activities. Any subsurface structure remains.
X-705	Decontamination Bldg	TBD		
X-705A	Incinerator Area	D&D	G	Above ground structure removed as part of early D&D activities. Any subsurface structure remains. Deferred Unit
X-705B	Contaminated Burnable Storage Area	D&D	G	Above ground structure removed as part of early D&D activities. Any subsurface structure remains. Deferred Unit
X-705D	Heat Booster Pump Bldg	TBD		
X-705E	Oxide Conversion "E" Area	D&D	N/A	Contained within a leased facility. Appurtenance to X-705
X-710	Tech. Service Bldg	TBD		
X-710A	Technical Service Gas Manifold Shed	TBD		
X-710B	Explosion Test Facility	TBD		
X-720 DOE Areas	Office, Radcon, and Shipping and Receiving Areas	FSS	P, J, M	Offices in portion of building (mezzanine)
X-720	Maintenance and Stores Bldg	TBD		
X-720A	Maintenance & Stores Gas Manifold Shed	D&D	G	Above ground structure removed as part of early D&D activities. Any subsurface structure remains.
X-720B	Radio Base Station	TBD		Facility responsibility changed if Emergency Management is no longer leased.
X-720C	Paint & Storage Bldg	TBD		
X-721	Radiation Instrument Calibration Facility	TBD		Required to support CAAS
X-734	Old Sanitary Landfill	D&D	G,P	Ongoing S&M per Consent Decree
X-734	Area	D&D	G	
X-734A	Construction Spoils Disposal Area	D&D	G,P	Ongoing S&M per Consent Decree
X-734B	Construction Spoils Disposal Area	D&D	G,P	Ongoing S&M per Consent Decree
X-735	Sanitary Landfill	D&D	G,P	Remedial Action Closure Ongoing S&M per Consent Decree
X-735	Area	D&D	G	
X-735B	Borrow Area	D&D	G	Empty yard
X-735A	Landfill Utility Bldg	FSS	G, P, S, J, M	
X-736	West Construction Spoils Landfill	D&D	G,P	Ongoing S&M per Consent Decree
X-737	Area	D&D	G	
X-740	Waste Oil Storage Facility	D&D	G	Above ground structure removed as part of early D&D activities. Any subsurface structure remains.
X-741	Oil Drum Storage Facility	TBD		

Facility No.	Facility Name	Contractor Responsible for Facility/Area	FSS Responsibility Matrix (Grounds (G), Pest Control (P), Snow Removal (S), Janitorial (J), Maintenance (M))	Comments
X-742	Gas Cylinder Storage Facility	TBD		
X-743	Lumber Storage Facility	TBD		
X-744B	Salt Storage Building	TBD		
X-744G	Bulk Storage Building	D&D	G,P,S,J	Uranium Management Facility Operations
X-744H	Bulk Storage Bldg	TBD*		*This facility is to be returned to DOE by 2015 per the DOE/USEC Binding OCI Mitigation Agreement.
X-744J	Bulk Storage Bldg	TBD*		*This facility is to be returned to DOE by 2015 per the DOE/USEC Binding OCI Mitigation Agreement.
X-744K	Warehouse-K	OANG	G	Ohio Army National Guard Leased
X-744L	Stores and Maintenance Warehouse	TBD		
X-744N	Warehouse N Non-UEA	FSS	G, S, M	
X-744P	Warehouse P Non-UEA	FSS	G, S, M	
X-744Q	Warehouse Q Non-UEA	FSS	G, S, M	
X-744S	Warehouse S Non-UEA	D&D	G	
X-744T	Warehouse T Non-UEA	D&D	G	Facility and substructure removed
X-744U	Warehouse U Non-UEA	D&D	G	Facility and substructure removed
X-744W	Surplus & Salvage Warehouse	TBD*		*This facility is to be returned to DOE by 2015 per the DOE/USEC Binding OCI Mitigation Agreement.
X-744Y	Waste Storage Area	D&D	G,S	
X-745B	Toll Enrichment Gas Yard	TBD*		*This facility is to be returned to DOE by 7/31/2012 per the DOE/USEC Binding OCI Mitigation Agreement.
X-745D	Cylinder Storage Yard	TBD		Only empty yards are in D&D.
X-745F	N Process Gas Stockpile Yard	TBD		
X-745G-2	Cylinder Storage Yard	TBD		D&D project only includes empty cylinder yards.
X-746	Material Receiving and Inspection	D&D	G	
X-747	Clean Scrap Yard	D&D	G	
X-747A	Material Storage Yard	TBD*		*This facility is to be returned to DOE by 2015 per the DOE/USEC Binding OCI Mitigation Agreement.
X-747B	Material Storage Yard	TBD		
X-747C	Material Storage Yard	TBD		
X-747D	Material Storage Yard	TBD		
X-747E	Material Storage Yard	TBD		
X-747F	Miscellaneous Material Storage Yard	D&D	G	Empty field
X-747G	Precious Metal Scrap Yard	D&D	G	Empty Yard

Facility No.	Facility Name	Contractor Responsible for Facility/Area	FSS Responsibility Matrix (Grounds (G), Pest Control (P), Snow Removal (S), Janitorial (J), Maintenance (M))	Comments
X-747H	NW Contaminated Scrap Yard	D&D	G	Deferred Unit
X-747H1	Loading Pad	D&D	G	Concrete Loading Pad
X-747J	Decontamination Storage Yard	TBD		
X-747K	Converter Shell Area	D&D	G	
X-748	Truck Scale	TBD		
X-749	S. Contaminated Material Storage Yard	D&D	G,P	Remedial Action Closure - will require long term S&M Ongoing S&M per Consent Decree
X-749/120	Phytoremediation Area	D&D	G	Ongoing S&M per Consent Decree
X-749A	S. Classified Burial Yard	D&D	G,P	Remedial Action Closure - ongoing S&M per Consent Decree
X-749B	Peter Kiewit Landfill	D&D	G,P	Remedial Action Closure - ongoing S&M per Consent Decree
X-750	Mobile Equip Maint. Shop	TBD		
X-750A	Garage Storage Bldg	TBD		
X-751	GCEP Mobile Equipment Garage	OANG	G	Ohio Army National Guard
X-752	Warehouse	D&D	G,S	
X-752 AT-1	Trailer Complex	FSS	G, P, S, J, M	
X-752 AT-2	Trailer Complex	FSS	G, P, S, J, M	
X-752 AT-3	Trailer Complex	FSS	G, P, S, J, M	
X-752 AT -4	Trailer Complex	FSS	G, P, S, J, M	Support trailers for LPP operations 1-4, 5 provided to UDS, 6 remains located by roadway at 747 scrap yard
X-760	Chemical Engineering Bldg	D&D	G	This facility is to be returned to DOE by 8/30/2009 per the DOE/USEC Binding OCI Mitigation Agreement.
X-770	Mech. Testing Bldg	D&D	G	Above ground structure removed: subsurface structure remains. Characterization being performed beneath slab. Deferred Unit
X-800	Area	N/A	G	
XT-800	GCEP Construction Office	D&D	G	Substructure, pad, and parking lots remain.
X-1000	Administration Building	FSS	G, P, S, J, M	
X-1007	Fire Station	TBD		Facility responsibility changed if Fire Protection Services are no longer leased.
X-1020	Emergency Operations Ctr	TBD		Facility responsibility changed if Emergency Management is no longer leased.
X-1107BV	Interplant Vehicle Portal	FSS	J, M	
X-2230M	Holding Pond #1 (Southwest Holding Pond)	TBD		
X-2230N	Holding Pond #2 (West Holding Pond)	TBD		

Facility No.	Facility Name	Contractor Responsible for Facility/Area	FSS Responsibility Matrix (Grounds (G), Pest Control (P), Snow Removal (S), Janitorial (J), Maintenance (M))	Comments
X-2230T1	Recirculating Heating Water System (East of Valve Pits "A" and "B")	TBD		
X-2232E	Gas Pipeline	FSS	M	
X-6002	Boiler System	TBD		
X-6002A	Oil Storage Facility	TBD		
Z-SWMU-QUAD-IV	Chemical and Petroleum Containment Basins (east of X-533A) and Emergency Containment Tanks	D&D	G	Deferred Unit
Z-SWMU-QUAD-IV	Southern End of Railroad Spur which is used as Drum Storage Area	TBD		
Z-SWMU-X-701 BP	NE Oil Biodegradation Plot Area, which was formally used for the disposal of X-615 sludge	D&D	G	No Further Action
Z-SWMU-X-710	Inactive "hot pit" in the area of X-710 that was once used for the storage of radioactive wastewater	D&D	G	Empty yard - No Further Action
Z-SWMU-X-744	Retrievable Waste Storage Area	D&D	G	Empty yard - No Further Action
N/A	5-Unit Groundwater Plume (south of X-710)	D&D	N/A	Undergoing Corrective Action
N/A	7-Unit Groundwater Plume (between X-700, X-705, X-720)	D&D	N/A	Operations - Maintained by the X-700 / 705 Sumps and transferred to GWPT. Deferred Unit
N/A	X-120 Area	D&D	G	About 5 acres; located South of X-2207F; bounded on the West and South by the railroad; North by X-2207F and to the East by a line between X-2207F and the railroad: Ongoing S&M per Consent Decree
N/A	DOE Contractor Area	TBD		Approx. 3.7 acres; bounded South by X-2207E trailer area parking lot; East by security fence; West by railroad tracks; and North by construction road. (South of 7725B)
N/A	Contractor Lay down Area	TBD		Triangular area about 3 acres; Northwest of X-7721 and West of X-1107D; bounded Northwest by construction road; East by truck access road; and South by fence (East of 1107DV)
N/A	Fog Road	FSS	G,S	Paved asphalt road
N/A	Soils in the vicinity of the X-720 Neutralization Pit	TBD		
N/A	Chemical and Petroleum Containment Basins (east of X-533A and Emergency Containment Tanks)	TBD		
N/A	Big Run Creek	TBD		Common area
N/A	Little Beaver Creek	TBD		Common area
N/A	West Drainage Ditch	TBD		USEC Lease Space

Facility No.	Facility Name	Contractor Responsible for Facility/Area	FSS Responsibility Matrix (Grounds (G), Pest Control (P), Snow Removal (S), Janitorial (J), Maintenance (M))	Comments
N/A	East Drainage Ditch	TBD		USEC Lease Space
N/A	Northeast Drainage Ditch	TBD		USEC Lease Space
N/A	North Drainage Ditch	TBD		USEC Lease Space
N/A	Transformer Cleaning/Storage Pad	TBD		Available for D&D
A	Rubble Pile East of X-105	TBD		Plant Coordinates F-5 Available for D&D
B	Pad in Field East of X-109A	D&D	N/A	Plant Coordinates F-3 Available for D&D
C	Old Switchyard West of X-109A	D&D	N/A	Plant Coordinates F-3 Sits on top of X-740 Plume Area
D	Three USEC Signs	TBD		Plant Coordinates D5, F2, and F-5 USEC
E	X-770 "0000" Compressor Base Foundation	D&D	N/A	Plant Coordinates G-4 deferred unit
F	Utility Shed South of X-622	D&D	N/A	Plant Coordinates H-4 Ready for D&D
H	Old Firing Range Shed	TBD		Plant Coordinates D-6 Deferred unit leased space
X-326	RCRA Storage Area 1	D&D	N/A	
X-326	RCRA Storage Area 2	D&D	N/A	
X-326	RCRA Storage Area 3	D&D	N/A	
X-326	RCRA Storage Area 4	D&D	N/A	
X-326	RCRA Storage Area 5	D&D	N/A	
X-326	RCRA Storage Area 6	D&D	N/A	
X-326	DMSA #1	D&D	N/A	
X-326	DMSA #2	D&D	N/A	
X-326	DMSA #3	D&D	N/A	
X-326	DMSA #4	D&D	N/A	
X-326	DMSA #5	D&D	N/A	
X-326	DMSA #6	D&D	N/A	
X-326	EUDMSA #11	D&D	N/A	
X-326	EUDMSA #12	D&D	N/A	
X-330	DMSA #1	D&D	N/A	
X-330	DMSA #2	D&D	N/A	
X-330	DMSA #3	D&D	N/A	
X-330	DMSA #4	D&D	N/A	
X-330	DMSA #5	D&D	N/A	
X-330	DMSA #6	D&D	N/A	
X-330	DMSA #7	D&D	N/A	

SITE SERVICES

Site services are currently provided as GFS/I. It is anticipated that these services may become the contractor's responsibility as the facilities/services are turned over to DOE from USEC. When these services are turned over to DOE, the Contracting Officer may assign the responsibility for these services, individually or collectively, to the contractor.

Prior to assuming full responsibility for the site services, those transition activities including interface with USEC, that are necessary to enable the contractor to provide the site services must be performed.

Fire Protection Service

A fire protection and prevention program that complies with all applicable sections of the National Fire Protection Association (NFPA) codes and the State of Ohio Fire Protection Codes must be maintained. Fire Protection Service includes the following elements, but not limited to:

- Electronic maintenance support for the Edwards Fire Alarm System in DOE space
- An Authority Having Jurisdiction (AHJ) who provides interpretation of the fire codes and standards as regards the installed fire suppression and detection systems and equipment and the operability and capability of these systems and equipment.
- A designated contact point, to assure consistency on plantsite, proper risk management, and uniform emergency response for the entire site.
- Emergency response to a fire and/or medical emergency with trained and qualified responders.
- Fire Protection and fire safety related building inspections to evaluate occupancy, housekeeping, fire loss potentials, and facility protection systems. (Both active and passive).
- Inspection and maintenance of facility fire protection equipment
- Radiological emergency response and an OSHA Technical Level hazardous materials emergency response as needed with trained personnel and proper equipment and personal protective equipment.
- Inspection and maintenance of fire equipment such as pumpers, ambulances, rescue truck, and HazMat truck as part of a site emergency response capability.
- Design requirements for facility modification, provide engineering support for special tasks involving fire hazards, provide advice on code application and interpretation as requested, and other engineering support as negotiated.
- Monitor emergency alarms such as waterflow and smoke detection and manual alarms such as pull stations and "911" calls. This 24-hour-a-day service includes dispatching of emergency response forces and/or inspection personnel depending on the type of emergency or supervisory alarm received.

- Drills and exercises shall be conducted at least quarterly that test proficiency in such technical areas as fire fighting, EMT skills, search and rescue, confined spaces and hazardous material response.

Emergency Management and Incident Command

An Emergency Management Program must meet 10 CFR 76.91, as required by the NRC, and meets the intent of DOE Order 151.1B consistent with the DOE Emergency Management Guide for the Portsmouth D&D Project. The Emergency Management Program includes emergency management elements of planning, preparedness, readiness assurance, response, and recovery.

A Plant Shift Superintendent/Incident Commander (PSS) is provided in accordance with the applicable sections of DOE Orders 151.1B and 232.1 and the Resource Conservation and Recovery Act (RCRA) Plan or current revisions.

The Emergency Management Services include the following, but not limited to:

- Maintain a coordinated off-site emergency management interface with state, local, or tribal organizations responsible for off-site emergency response and protection of the public.
- Establish and maintain a system to provide prompt initial notification of workers Emergency Response Organizations, including DOE elements and state, tribal and local, and continuing effective communications among response organizations throughout an emergency.
- Provide a system for establishing protective actions, including evacuations, sheltering and accountability as well as protection of workers involved in response and clean-up covered by 29 CFR 1910.120.
- Provide mutual assistance agreements with local, state, and tribal authorities, as required by the Operations/Field Office.
- Ensure the proper identification, categorization, notification, and reporting of emergencies to the DOE Site Lead, PPPO Manager, Operations/Field Office Managers, the Headquarters Emergency Operations Center and other applicable organizations in accordance with applicable DOE policies and requirements.

The Plant Shift Superintendent (or designee) is available 24 hours a day to provide emergency management support. The Incident Command Services includes:

- In the absence of DOE, act in behalf of DOE on delegated tasks.
- Serve as a central point of contact for incident/event notification for all DOE activities and make notification to the designated DOE management personnel.
- Serve as Incident Commander (IC) for all DOE classified and unclassified emergencies as required in DOE Order 151.1.
- Categorize all DOE Occurrence Reports using criteria outlined in DOE Order 232.1. Serve as Authorized Derivative Classifier for information transmitted off-site, and process the Occurrence on the Occurrence Reporting and Processing System (ORPS).

- Make emergency notifications for all occurrences and emergencies in accordance with the Site Emergency Plan.
- Act as the alternate Emergency Coordinator during RCRA emergencies in accordance with the activation of the RCRA Contingency Plan.
- Serve as central point of contact for incidents of Safeguards and Security concerns and make notification to designated security personnel.

Protective Forces

Appropriately cleared and armed protective force personnel, qualified and trained to the appropriate level consistent with DOE Arming and Arrest Authority, in accordance with applicable sections of DOE M 473.2-2, Protective Force Program Manual, and the Regulatory Oversight Agreement must be provided. The Protective Forces will provide services to include protection of special nuclear materials, personnel, classified matter, and Government property and facilities including a key and lock program in compliance with the DOE infrastructure contractor key and lock program requirements and meet the intent of DOE Order 473.1 and DOE Manual 473.1. Additionally, the services provide and maintain uniforms and equipment, including vehicles, radios, and required weaponry and ammunitions for all protective forces providing services. Elements of the protective force may be made available on a non-mission-interference basis to others (e.g., local law enforcement agencies, school systems, and other local/state/federal agencies) upon authorization from DOE in response to threats of violence and requests for police assistance/mutual aid.

Utilities for Site Operations

The utility services (including distribution, administration, and maintenance of system and equipment) for the Portsmouth site include sanitary water, sanitary sewage, recirculating cooling water, plant dry air, electrical power distribution, power administration, nitrogen system, outdoor lighting systems, steam, and utilities inspection for RCRA Part B. The utilities services must be consistent with the Shared Site Services Agreement for DOE contractors.

SECTION J – ATTACHMENT 6

PERFORMANCE BASED INCENTIVES (PBI) FOR D&D

Performance Based Incentives (PBI) for D&D

The Award Fee Plan details the administration of total available award fee, including performance-based incentives as defined in Section B.

The Award Fee Plan will set forth (1) the evaluation period(s) and/or area(s) to be evaluated, including the amount of available award fee; and (2) the criteria upon which the contractor will be evaluated for performance relating to any technical, schedule, management, and/or cost objectives selected for evaluation.

The Award Fee Plan may be revised unilaterally by the Government at any time during the evaluation period(s). Notification of such changes shall be provided to the contractor 30 calendar days prior to the effective date of the change. Performance-based incentives for D&D of the GDP process buildings are established in the following table:

Award Fee Criteria¹	Fee Type	Completion Date	Fee Amount²
D&D X-333 to Slab	PBI	September 28, 2018	\$ 7,264,886
D&D X-330 to Slab	PBI	June 14, 2014	\$ 8,475,700
D&D X-326 to Slab	PBI	January 15, 2014	\$ 14,529,772
Remediate Soils below X-333	PBI	March 27, 2017	\$ 2,421,629
Remediate Soils below X-330	PBI	August 19, 2014	\$ 2,421,629
Remediate Soils below X-326	PBI	March 20, 2014	\$ 3,632,443
Projectization	PBI	September 30, 2020	\$ 9,686,515

Projectization PBI, including milestones/metrics, fee amounts and schedules associated with the contractor's projectization approach and ensuring competitive firm-fixed price subcontracting:

The table below provides the goals for the first Year 1 of the contract. As part of annual work planning, Fluor B&W Portsmouth will work with DOE to establish measurable Projectization metrics for Years 2 through 4. A schedule performance index (SPI) and cost performance index (CPI) will be included for each year. Commencing in Year 5 we will retain the most pertinent Projectization PBIs as part of our work planning process.

<i>Projectization Performance Based Metrics for Year 1</i>	
Projectization PBI Performance Metrics	Yr 1
#1 Deliver PMB no later than 4 months after contract award to <u>obtain</u> DOE approval in 6 months after contract award	0.333%
#2 Obtain EVMS certification in 6 months after contract award	0.333%
#3 Obtain CD-2 approval for the Portsmouth site in 9 months of contract award	0.333%
#4 Obtain CD-3 approval for the X-326 facility in 10 months of contract award	0.333%
#5 Subcontractor equitable adjustments to projectize work efforts do not exceed 2% of the original subcontract value, substantiating the technical clarity and risk analysis associated with development of each work package	0.333%
#6 Ensure SPI and CPI of projectized efforts are within 5% of the 1.0 value	0.333%

¹ D&D and remediation includes waste disposition.

² 40% of the total award fee amount shall be reasonably allocated to these seven (7) PBIs based on its technical approach. After award, the CO may request the contractor to provide interim milestones.

SECTION J - ATTACHMENT 7

SITE SERVICES AND INTERFACE REQUIREMENTS MATRIX

Portsmouth D&D Project
SITE SERVICES AND INTERFACE REQUIREMENTS MATRIX

Services listed in the Portsmouth Site Services and Interface Requirements Matrix shall be performed in accordance with the Performance Work Statement.

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

ETS	Environmental Technical Services Contract(or)
D&D	D&D /Remediation Contract(or)
FSS	Facilities Support Services Contract(or)
USEC	United States Enrichment Corporation Contract(or)
Other Site Users	Examples: Ohio National Guard, DUF6 Conversion Project
Cost Allocation	The term “cost allocation” means the individual contractor will incur the cost for performing that activity

Types of Interfaces – Applies to D&D contractor

1. Information (I): knowledge (data, facts, etc) gathered or supplied
2. Physical (P): systems in tangible contact (i.e., ‘pipe-to-pipe’), or a physical exchange of product or materials
3. Service (S): provision of work for another contractor

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES								
Project Support Requirements								
Type of Interface	Task (Interface)	ETS	D&D	FSS	USEC	Other Site Users	D&D Contract Requirements	Cost Allocations
I	Master Plan - The ETS contractor develops the initial strategy, then the D&D contractor reviews and updates. Ownership of the overall cleanup strategy document is transferred from the ETS contractor and maintained by the D&D contractor.	Initial development and subsequent input	Update and maintain	Provides input	Provides input	Provides input	C.2.7.1	ETS bears the cost burden for development of the initial document. Once the Plan has been turned over to the D&D contractor, D&D contractor bears the cost burden for work necessary to maintain and update; other contractors/users bear internal and implementation costs
I	Regulatory Compliance and Permits – Comply, develop, renew existing permits and/or obtain new permits as necessary. The majority of the permits will be the responsibility of the D&D contractor. Other contractors will also have limited number of permit responsibilities for its respective work.	Provide information to D&D contractor, if needed. Responsible for maintaining the comprehensive list of permits.	Renews existing permits and obtain new permits for D&D Project.	Renews existing permits and obtain new permits for Facility Support activities.	Renews existing permits and obtain new permits for Lease Areas.	Provide information to D&D contractor, if needed.	Requirements C.2.7.4	Each site contractor bears the cost burden of administration and implementation.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Project Support Requirements									
Type of Interface	Task (Interface)	ETS	D&D	FSS	USEC	Other Site Users	D&D Contract Requirements	Cost Allocations	
I	Regulatory Documents and Involvement – the D&D contractor has the primary responsibility for interaction with DOE and regulators. The other site contractors will provide information and support to D&D contractor as related to the regulatory involvement process.	Provide support and information to D&D contractor.	Primary responsibility for regulatory involvement.	Provide support and information to D&D contractor.	Provide support and information to D&D contractor.	Provide support and information to D&D contractor.	C.2	D&D contractor bears the cost burden for development of documents and regulatory involvement. Other contractors/users bear internal and implementation costs.	
I	Develop and Submit the Annual Site Environmental Report (ASER) - D&D contractor is responsible for developing the ASER for the D&D Project. The ETS contractor has the responsibility for the sitewide coordination of the environmental reports, if required.	Provide input and support to D&D contractor. Coordinate sitewide environmental reports.	D&D	Develop and submit.	Provide input and support.	Provide input and support.	D&D Contract Requirements C.2.7.6	D&D contractor bears the cost burden for development of documents and regulatory involvement. Other contractors/users bear internal and implementation costs.	

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

Facilities D&D

Type of Interface	Task (Interface)	ETS	D&D	FSS	USEC	Other Site Users	D&D Contract Requirements	Cost Allocations
P	Facilities D&D Activities - For example: Utilities Isolation/re-routing/optimization, Deactivation, and Demolition. D&D contractor will be performing D&D activities: plan and implementation.	Provide oversight and support.	Coordinate and notify USEC on plans for work activities, site safety, and logistics issues.	Provide support, if necessary.	Concur if necessary.	Provide support, if necessary.	C.2.2 and C.2.3	D&D contractor bears the cost burden for field work. Other contractors/users bear internal and implementation costs
P/I	Facilities Transfer and Turnover activities - USEC is responsible for completing the turnover requirements per the Lease. Provides support and verification process for DOE acceptance of the facilities to ensure the turnover requirements are met.	Support DOE with the turnover requirements.	Receive facilities/services as approved by DOE.	Receive facilities/services as approved by DOE.	Completes the turnover requirements and transfers to DOE.	Provide support, if applicable.	D&D Contract Requirements C.2.7.1	FSS contractor bears the cost burden for maintenance of its responsible area and facilities. D&D contractor bears the cost burden for verification process and its responsible facilities/area of S&M upon assignment of the facilities by the CO.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Environmental Restoration									
Type of Interface	Task (Interface)	ETS	D&D	FSS	USEC	Other Site Users	D&D Contract Requirements	Cost Allocations	
P/I	Soils Remediation Activities - D&D contractor will be performing soils remediation activities: removal underground utilities, pipings/components, slabs, footers, and other below grade structures.	Provide oversight and support.	Perform soils remediation: Coordinate and notify affected tenants/contractors.	Provide support, if necessary.	Provide support, if necessary.	Provide support, if necessary.	C.2.4.2	D&D contractor bears the cost burden for remediation work. Other contractors/users bear internal and support costs.	
P/I	Groundwater Monitoring and Inspection - the D&D contractor is responsible for conducting groundwater monitoring and inspection per the IGWMP. The ETS contractor may perform independent monitoring or inspection.	Perform independent oversight and monitoring and inspection activities. Coordinate with D&D contractor.	Perform groundwater monitoring and inspection. Coordinate with all other site tenants/contractors: notify USEC, if required. Provide support to ETS for independent monitoring and inspection.	Provide support, if necessary.	Provide support, if necessary.	Provide support, if necessary.	C.2.4.3	D&D contractor bears the cost burden for remediation work. ETS contractor bears the cost burden if/when it performs independent activities. Other contractors/users bear internal and support costs.	

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

Waste Management

Type of Interface	Task (Interface)	ETS	D&D	FSS	USEC	Other Site Users	D&D Contract Requirements	Cost Allocations
P/I	Management of Waste - Waste generated during Surveillance and Maintenance and D&D activities is managed by the D&D contractor.	Notify and coordinate with D&D contractor related to anticipated waste generation plans.	Receives, stores, and dispositions contaminated waste generated from D&D activities and from other site contractors/tenants.	Notify and coordinate with D&D contractor related to anticipation of contaminated waste generation plans.	Notify and coordinate with D&D contractor related to anticipation of waste generation plans.	N/A	C.2.5	D&D contractor bears the cost burden for waste management program, administration, and implementation activities. Other contractors/users bear internal and support costs.
P	Provide Hazardous Waste Storage for USEC	N/A	Provide storage space for USEC's hazardous waste.	N/A	Coordinate and provide information necessary for use of the storage area.	N/A	C.2.5	D&D contractor bears the cost burden for remediation work for providing the storage space and relocation, if required.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES								
OSWDF								
Type of Interface	Task (Interface)	ETS	D&D	FSS	USEC	Other Site Users	D&D Contract Requirements	Cost Allocations
P/I	OSWDF Construction Activities – if the construction of OSWDF is not self performed, the D&D contractor is responsible for the construction oversight while a subcontractor performs construction.	N/A	Responsible for Construction Oversight.	Provide support, if necessary.	N/A	N/A	C.2.5.4.2	D&D contractor bears the cost burden if Self Performed; D&D contractor bears the cost burden for construction oversight. D&D contractor bears the construction subcontract cost burden if it is subcontracted.
I	OSWDF Design Activities - the D&D contractor will complete the design and Certified for Construction package, if the OSWDF is approved. During the design process, location of the OSWDF will be determined.	ETS	Coordinate OSWDF location with USEC to ensure no shared site agreements are impacted.	Provide support to D&D contractor, if necessary.	Review and support location determination.	Provide support to D&D contractor, if necessary.	C.2.5.4.1	D&D contractor bears the cost burden for design and CFC package. Other contractors bear the cost of internal support activities.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES								
Surveillance and Maintenance (S&M) and Facility Stabilization								
Type of Interface	Task (Interface)	ETS	D&D	FSS	USEC	Other Site Users	D&D Contract Requirements	Cost Allocations
P/I	DMSAs and HEU Activities - D&D contractor is responsible for DMSAs in the Lease area. D&D contractor conducts the maintenance checks on HEU cells, however USEC leases the HEU equipment.	N/A	Surveillance and maintenance of HEU cells and DMSAs.	N/A	Coordinate with D&D contractor to facilitate S&M of HEU cells and DMSAs.	N/A	C.2.6 and C.2.2	D&D contractor bears the cost burden for performing S&M of the HEU cells and the DMSAs activities.
Type of Interface	Task (Interface)	ETS	D&D	FSS	USEC	Other Site Users	D&D Contract Requirements	Cost Allocations
P/I	S&M Activities – S&M or facility maintenance activities are performed to prevent and correct maintenance for systems and facilities.	N/A	Responsible for S&M activities in nuclear and non-nuclear facilities in assigned facilities identified in Section J, Attachment 5.	Responsible for facility maintenance activities (non-nuclear activities) in assigned facilities identified in Section J, Attachment 5.	Coordinate with appropriate contractor.	Coordinate with appropriate contractor.	C.2.2	D&D contractor bears the cost burden for performing the S&M activities for the assigned facilities. The FSS contractor bears the cost burden for performing the facility maintenance activities for the assigned facilities.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Environmental, Safety, Health, and Quality									
Type of Interface	Task (Interface, Service – Mandatory)	ETS	D&D	FSS	USEC	Other Site Users	D&D Contract Requirements	Cost Allocations	
I/S	Health Physics and Radiological Site Services - D&D contractor is responsible for providing health physics and radiological site services (e.g. Dosimetry program, radiological surveys and monitoring).	Receives services from D&D contractor. Provide input to the D&D contractor.	Provides health physics and radiological site services to ETS and FSS contractors and DOE.	Receives services from D&D contractor. Provide input for service needs to support the D&D contractor's budgeting requirement.	N/A	N/A	C.2.7.3	D&D contractor bears the cost burden of program administration and implementation. Other site contractors bear internal implementation costs.	
P	Industrial Hygiene Health and Safety Services and Equipment – Personal Protective Equipment, Monitoring Equipment, and Other Equipment Related to Health and Safety	Receives H&S services and equipment including (PPE) equipment from D&D contractor.	Provides health and safety services and equipment to all D&D project contractors.	Receives H&S services and equipment including (PPE) equipment from D&D contractor.	N/A	N/A	C.2.7.3	D&D contractor will bear cost burden for this task.	

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES								
Safeguards and Security								
Type of Interface	Task (Interface)	ETS	D&D	FSS	USEC	Other Site Users	D&D Contract Requirements	Cost Allocations
I	Security Management (physical and personnel security) – FSS contractor is responsible for security management which includes providing input to site security planning by USEC; plans and procedures; lock and key program; facility registration; information security; computer security and classification; badging (HSPD-12 credentials); and access authorization.	Provides necessary information to the FSS contractor to support security management program.	Provides necessary information to the FSS contractor to support security management program.	Provides security management services to DOE and DOE contractors.	Provides necessary information to the FSS contractor to support security management program.	Provides necessary information to the FSS contractor to support security management program.		FSS contractor bears the cost burden. Other site contractors bear internal and implementation cost.
Type of Interface	Task (Service - Mandatory) Reserved	ETS	D&D	FSS	USEC	Other Site Users	D&D Contract Requirements	Cost Allocations

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Site Services									
Type of Interface	Task (Service – Optional, Interface)	ETS	D&D	FSS	USEC	Other Site Users	D&D Contract Requirements	Cost Allocations	
S/I	Protective Force Services - Protective Forces will be provided as GFS/I in the initial part of the period of performance. This service may be provided by the D&D contractor at a later date as authorized by the CO. The contractors have the responsibilities to provide necessary information to support the Protective Force services.	Provide necessary information and support, if required.	Initially provide necessary information and support, if required.	Provide necessary information and support, if required.	Initially, provide sitewide protective force services to DOE and site contractors.	Provide necessary information and support, if required.	C.2.7	Initially provided as GFS/I. Upon CO authorization to the D&D contractor, the D&D contractor will bear the cost burden for the services. The other site contractors/users will bear internal and implementation cost.	
S/I	Emergency Management and Response - Emergency management and response is provided as GFS/I in the initial part of the period of performance. This service may be provided by the D&D contractor at a later date as authorized by the CO. The contractors have the responsibility to support in implementation of the emergency management program, response, and recovery.	Provides information and support.	Provides information and support.	Provides information and support.	Provides Emergency Management and response services.	Provides information and support.	C.2.7	Initially provided as GFS/I Upon CO authorization to the D&D contractor, the D&D contractor will bear the cost burden for the services. The other site contractors/users will bear internal and implementation cost.	

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Site Services									
Type of Interface	Task (Service – Optional, Interface)	ETS	D&D	FSS	USEC	Other Site Users	D&D Contract Requirements	Cost Allocations	
S/I	Fire Protection Services - Fire Protection will be provided as GFS/I in the initial part of the period of performance. This service may be provided by the D&D contractor at a later date as authorized by the CO. The contractors have the responsibility to support the Fire Protection services.	Provide necessary information and support, if required.	Provide necessary information and support, if required.	Provide necessary information and support, if required.	Provide sitewide Fire Protection services to DOE and site contractors.	Provide necessary information and support, if required.	C.2.7	Initially, provided as GFS/I. Upon CO authorization to the D&D contractor, the D&D contractor will bear the cost burden for the services. The other site contractors/users will bear internal and implementation cost.	
S/I	Site Utility Services - Utility services for site operations are provided as GFS/I in the initial part of the period of performance; sanitary water, sanitary sewage, recirculating cooling water, plant dry air, electrical power distribution, power administration, nitrogen system, street lights, steam, and utilities inspection. These services may be provided by the D&D contractor at a later date as authorized by the CO. The contractors have the responsibility to support in implementation of utilities services.	Provides information and support.	Provides information and support.	Provides information and support.	Provides Utilities.	Provides information and support.	D&D Contract Requirements C.2.7	Initially provided as GFS/I. Upon CO authorization to the D&D contractor, the D&D contractor will bear the cost burden for the services. The other site contractors/users will bear internal and implementation cost.	

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES								
Project Support								
Type of Interface	Task (Interface)	ETS	D&D	FSS	USEC	Other Site Users	D&D Contract Requirements	Cost Allocations
I	Baseline Development Activities – D&D contractor will be developing and maintaining the D&D life-cycle project baseline and supporting the Critical Decisions process. The ETS contractor will be developing the Sitewide Integrated Lifecycle Federal Baseline.	Receives baseline information/data package from site contractors/tenant. Owner of the Sitewide Integrated Lifecycle Federal Baseline.	Owner of the D&D life cycle project baseline. Support ETS contractor for the Sitewide Integrated Lifecycle Federal Baseline.	Provides baseline to the ETS contractor to support the Sitewide Integrated Lifecycle Federal Baseline.	Provides baseline to the ETS contractor to support the Sitewide Integrated Lifecycle Federal Baseline.	Provides baseline to the ETS contractor to support the Sitewide Integrated Lifecycle Federal Baseline.	C.2.7.2	D&D contractor will bear the cost burden for the D&D project baseline. The ETS contractor will bear the cost burden for the integrated lifecycle baseline. The other site contractors/users will bear internal and implementation cost.
I	Public Relations Activities – the D&D contractor is primarily responsible for supporting the public relations activities. Other site contractors will be providing support related to its own areas.	Provide support to DOE. Provide support/information to D&D contractor.	Primary responsibility for public relations activities.	Provide support/information to D&D contractor.	Provide support/information to D&D contractor.	Provide support/information to D&D contractor.	C.2.7.10	D&D contractor will bear the cost burden for programs and plans and implementation. The other site contractors/users will bear internal and implementation cost.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Project Support									
Type of Interface	Task (Service – Mandatory, Interface)	ETS	D&D	FSS	USEC	Other Site Users	D&D Contract Requirements	Cost Allocations	
I/S	Records Management and Document Control – Documents (archives, newly generated, and received) will be kept by the FSS contractor. Every contractor is responsible for maintaining its records management program, however documents generated by the other site contractors will be sent to the FSS contractor.	Maintain own document control system for its oversight and DOE generated documents.	Sends all project documents to FSS contractor.	Provides for Records Management services. Receives all project documents from other DOE contractors in support of the D&D.	Sends all project documents to FSS contractor.	Sends all project documents to FSS contractor.	C.2.7.9	D&D contractor bears the cost burden for records management program and implementation. The other site contractors/users will bear internal and implementation cost.	
I/S	Task Cyber Security – Compliance of cyber security program, plans, and implementation.	Receives service from FSS.	Receives service from FSS.	FSS	USEC	Other Site Users N/A	D&D Contract Requirements	Cost Allocations FSS contractor bears the cost burden for cyber security.	

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

Property Management									
Type of Interface	Task (Service – Mandatory, Interface)	ETS	D&D	FSS	USEC	Other Site Users	D&D Contract Requirements	Cost Allocations	
I/S	Property Management – the FSS contractor has the responsibility for site wide DOE personal and real property management. The FSS contractor is responsible for maintaining the FIMS and PIDS database by coordinating with other site contractors.	Provide information to FSS contractor.	Manage assigned real and personal property and provide information to FSS contractor.	Manage assigned real and personal property and responsible for reporting of real and personal property information for the D&D project.	Manage assigned real and personal property and provide information to FSS contractor.	Manage assigned real and personal property and provide information to FSS contractor.	C.2.7.11	Contractors will bear the cost burden for cradle-to-grave management of assigned real and personal properties. However, the FSS contractor will bear the cost burden for reporting of property management information.	
I	Fleet Management and Equipment Repairs – The FSS contractor is responsible for fleet management including the GSA vehicles and reporting for the D&D project. 1. GSA interface 2. Fuel and maintenance reporting 3. Fleet maintenance scheduling 4. GSA lease payment (including routine maintenance)	Coordinate vehicle use with DOE.	Responsible for management of assigned vehicles and equipment including the GSA vehicles.	Responsible for fleet management of assigned vehicles and equipment. Additionally, responsible for reporting for the D&D Project.	N/A	N/A	C.2.7.11	Contractors will bear the cost burden for fuel, tracking, and repair of assigned vehicles and equipment. The FSS contractor will bear the cost burden for management and reporting for Fleet Management.	

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Project Support									
Type of Interface	Task (Service - Optional)	ETS	D&D	FSS	USEC	Other Site Users	D&D Contract Requirements	Cost Allocations	
S	Janitorial Services – Janitorial services that includes sanitary trash pickup, restroom cleaning, and shower cleaning will be provided by the FSS contractor.	Receives the services from the FSS contractor.	Receives the services from the FSS contractor.	Provides the service to D&D and ETS contractors.	N/A	N/A	C.2.7.14	FSS contractor will bear the cost burden for the service.	
Type of Interface	Task (Service – Optional, Interface)	ETS	D&D	FSS	USEC	Other Site Users	D&D Requirements	Cost Allocations	
S/I	Computer and Telecommunication Services – FSS is responsible for providing telephones and computers.	Receives service computer services from DOE – PPPO and telephones from FSS.	Receives service from FSS	Provides service to D&D contractor.	N/A	N/A		FSS contractor will bear the cost burden for the service.	

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Project Support									
Type of Interface	Task (Service – Optional)	ETS	D&D	FSS	USEC	Other Site Users	D&D Contract Requirements	Cost Allocations	
S	Laundry Services – D&D contractor will provide the services to ETS and FSS.	Receives services from D&D contractor.	Responsible for the laundry services – also provides laundry services for ETS, DOE, and FSS.	Receives services from D&D contractor.	N/A	Receives services from D&D contractor.	C.2.7.14	D&D contractor will bear cost burden for this service.	
Type of Interface	Task (Service-Optional, Interface)	ETS	D&D	FSS	USEC	Other Site Users	D&D Contract Requirements	Cost Allocations	
	Reserved								

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

Project Support								
Type of Interface	Task (Interface)	ETS	D&D	FSS	USEC	Other Site Users	D&D Contract Requirements	Cost Allocations
S	Mail Service – FSS contractor provides the central pick up and drop off service. Each contractor is responsible for its internal mail services.	Receives service from FSS and USEC (for certified mail only).	Receives service from FSS and USEC (for certified mail only).	Provides mail service (except certified mail) to ETS, D&D, and DOE.	Provides Certified Mail service.	N/A		FSS contractor will bear cost burden for central pick up and drop off service.
S	Training Service – FSS contractor provides the site training for ETS, DOE, and D&D Contractor.	Receives service from FSS.	Receives service from FSS	Provides training service to ETS and D&D contractors and DOE,	N/A	Receives service from FSS.		FSS contractor will bear cost burden for this service.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES								
Project Support								
Type of Interface	Task (Interface)	ETS	D&D	FSS	USEC	Other Site Users	D&D Contract Requirements	Cost Allocations
I	Consolidated Financial Statement and D&D Fund Support.	Prepares Consolidated Financial Statement and provides D&D Fund Support for DOE.	Provides information and support to ETS.	Provides information and support to ETS.	N/A	N/A		ETS contractor will bear cost burden for this task.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

Project Support								
Type of Interface	Task (Interface)	ETS	D&D	FSS	USEC	Other Site Users	D&D Contract Requirements	Cost Allocations
I	Technical Support for Annual Report to Congress on Environment, Safety, and Health Conditions.	Provides information and support to D&D contractor.	Provides technical support to DOE for Annual Report to Congress on Environment, Safety, and Health Conditions after the incumbent infrastructure contract expires.	Provides information and support to D&D contractor.	Provides information and support to D&D contractor.	Provides information and support to D&D contractor.	C-2.7.3	D&D contractor will bear cost burden for this task.

SECTION J – ATTACHMENT 8

DAVIS BACON ACT WAGE DETERMINATION **(59 pages excluding this cover page)**

General Decision Number: OH080029 04/03/2009 OH29

Superseded General Decision Number: OH20070029

State: Ohio

Construction Type: Building

Counties: Adams, Allen, Ashland, Auglaize, Belmont, Brown, Butler, Clermont, Clinton, Coshocton, Crawford, Delaware, Erie, Fairfield, Fayette, Franklin, Greene, Guernsey, Hancock, Harrison, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Licking, Madison, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Perry, Pickaway, Pike, Preble, Richland, Ross, Sandusky, Scioto, Seneca, Tuscarawas, Vinton, Warren, Washington, Wayne, Wood and Wyandot Counties in Ohio.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including four (4) stories)

Modification Number	Publication Date
0	02/08/2008
1	02/15/2008
2	03/07/2008
3	04/04/2008
4	05/02/2008
5	06/06/2008
6	07/04/2008
7	07/25/2008
8	08/01/2008
9	08/15/2008
10	09/05/2008
11	10/03/2008
12	11/07/2008
13	12/05/2008
14	01/02/2009
15	02/06/2009
16	03/06/2009
17	04/03/2009

ASBE0003-001 07/28/2008

ERIE (to Sandusky city limits) & HURON

Rates

Fringes

Asbestos Workers/Insulator
(Includes application of all
insulating materials,
protective coverings,
coatings & finishings to all
types of mechanical systems).....\$ 33.63 13.60

ASBE0008-001 11/01/2008

ADAMS, BROWN, BUTLER (Including Fairfield, Hanover, Liberty,
Milford, Morgan, Oxford, Ripley, Ross, St. Clair, Union & Wayne

Townships), CLERMONT, HIGHLAND & WARREN (Including Deerfield, Hamilton, Harlan, Salem, Union & Washington Townships)

	Rates	Fringes
Asbestos Workers/Insulator (includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems).....	\$ 25.98	11.39

ASBE0041-003 07/06/2008

ALLEN

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 27.94	11.06

ASBE0045-001 07/01/2008

ERIE (City limits of Sandusky & Townships of Groton, Margaretta, Oxford & Perkins), HANCOCK, OTTAWA, SANDUSKY, SENECA, WOOD & WYANDOT

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems).....	\$ 29.37	18.38

ASBE0050-001 07/01/2008

CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HOCKING, KNOX, LICKING, MADISON, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, ROSS & VINTON

	Rates	Fringes
Asbestos Worker/Insulator (Includes application of all insulating materials, protective coverings, coatings & finisings to all types of mechanical systems).....	\$ 24.73	9.89

ASBE0050-002 07/01/2008

AUGLAIZE, BUTLER (Lemon & Madison Townships), CLINTON, GREENE,
 MIAMI, MONTGOMERY, PREBLE & WARREN (Clear Creek, Franklin,
 Massie, Turtle Creek & Wayne Townships)

	Rates	Fringes
Asbestos Worker/Insulator (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems).....	\$ 22.25	8.89

 ASBE0080-004 03/05/2008

JACKSON, PIKE, SCIOTO & WASHINGTON

	Rates	Fringes
Insulator/asbestos worker (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems) and Hazardous Material Handler.....	\$ 28.83	15.51

 ASBE0084-001 07/01/2007

ASHLAND, COSHOCTON, HARRISON, HOLMES, RICHLAND, TUSCARAWAS &
 WAYNE

	Rates	Fringes
ASBESTOS WORKER/INSULATOR (Includes application of all insulating materials, protective coverings coatings & finishings to all types of mechanical systems).....	\$ 25.70	12.30

 ASBE0207-004 06/01/2007

ALLEN

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal, scraping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 18.75	9.70

 ASBE0207-006 08/01/2008

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)		
ADAMS, BROWN, BUTLER (Townships of Fairfield, Hanover, Liberty, Milford, Morgan, Oxford, Ripley, Ross, St. Clair, Union & Wayne), CLERMONT, HIGHLAND & WARREN (Townships of Deerfield, Hamilton, Harlan, Salem, Union & Washington) COUNTIES.....\$ 22.60		9.40
ASHLAND, COSHOCTON, ERIE (Post Offices & Townships of: Berlin, Berlin Heights, Birmingham, Florence, Huron, Milan, Shinrock & Vermilion), HARRISON & HURON COUNTIES...\$ 22.60		9.40
AUGLAIZE, BUTLER (Townships of Lemon & Madison), CLINTON, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (Townships of Clear Creek, Franklin, Massie, Turtle Creek & Wayne) COUNTIES.....\$ 22.60		9.40
CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HOCKING, KNOX, LICKING, MADISON, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, ROSS & VINTON COUNTIES.....\$ 22.60		9.40
ERIE (Portion covered by the city limits of Sandusky, Ohio & by the Townships of Groton, Margaretta, Oxford & Perkins), HANCOCK, OTTAWA, SANDUSKY, SENECA, WOOD & WYANDOT COUNTIES.....\$ 24.95		9.05
HOLMES, RICHLAND, TUSCARAWAS & WAYNE COUNTIES.\$ 14.45		3.60

 BOIL0085-001 07/07/2008

ALLEN, ASHLAND, AUGLAIZE, CRAWFORD, DELAWARE, ERIE, HANCOCK,

HURON, KNOX, MORROW, OTTAWA, RICHLAND, SANDUSKY, SENECA, WOOD & WYANDOT

	Rates	Fringes
BOILERMAKER.....	\$ 31.93	17.07

 BOIL0105-001 10/01/2008

ADAMS, BROWN, BUTLER, CLERMONT, CLINTON, FAIRFIELD, FAYETTE, FRANKLIN, GREENE, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LICKING, MADISON, MIAMI, MONTGOMERY, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PREBLE, ROSS, SCIOTO, VINTON & WARREN

	Rates	Fringes
BOILERMAKER.....	\$ 33.09	16.32

 BOIL0154-005 06/01/2008

JEFFERSON

	Rates	Fringes
BOILERMAKER.....	\$ 33.90	19.82

 BOIL0667-002 10/01/2008

BELMONT, MONROE & WASHINGTON

	Rates	Fringes
BOILERMAKER.....	\$ 34.69	15.32

 BOIL0744-005 07/01/2008

COSHOCTON, HARRISON, HOLMES, TUSCARAWAS & WAYNE

	Rates	Fringes
BOILERMAKER.....	\$ 35.34	17.48

 BROH0003-001 07/01/2008

WOOD COUNTY (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.65	12.40

 BROH0003-004 07/01/2008

WOOD COUNTY (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton,

Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids)

	Rates	Fringes
FINISHER.....	\$ 22.98	6.35
Marble Setter, Terrazzo Worker & Tile Setter.....	\$ 28.73	8.40

BROH0005-005 10/01/2008

ASHLAND, ERIE, HURON & RICHLAND

	Rates	Fringes
Marble Setter Finisher/Tile Setter Finisher.....	\$ 25.30	9.55
Terrazzo Worker Finisher.....	\$ 24.88	10.05

BROH0006-001 05/01/2008

TUSCARAWAS

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer & Stonemason.....	\$ 25.58	10.15

BROH0006-002 05/01/2008

TUSCARAWAS

	Rates	Fringes
FINISHER.....	\$ 20.57	8.10
Marble Setter, Terrazzo Worker, Terrazzo Grinder & Tile Setter.....	\$ 23.02	8.10

BROH0006-004 05/01/2008

TUSCARAWAS

	Rates	Fringes
Cement Mason/Plasterer.....	\$ 25.58	10.15

BROH0008-004 06/01/2008

	Rates	Fringes
Marble Setter Finisher/Terrazzo Worker Finisher COSHOCOTON, HARRISON, HOLMES, JEFFERSON & WAYNE (Excluding Milton & Chippewa Townships) COUNTIES.....	\$ 22.17	10.23

Tile setter finisher
 COSHOCTON, HOLMES,
 JEFFERSON (Townships of
 Mt. Pleasant, Warren,
 Salineville & the Village
 of Dillonvale), & WAYNE
 (Excluding Milton &
 Chippewa Townships)
 COUNTIES.....\$ 22.17 10.23

BROH0009-001 07/01/2008

BELMONT, JEFFERSON (Warren & Mt. Pleasant Townships & the
 Village of Dillonvale) & MONROE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 23.00	13.75
Marble Setter, Terrazzo		
Worker & Tile Setter.....	\$ 23.00	13.75
Refractory.....	\$ 27.22	13.75

BROH0010-001 07/01/2008

JEFFERSON COUNTY (Brush Creek & Saline Townships)

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS;		
CLEANERS; CEMENT		
BLOCKLAYERS; MARBLE		
SETTERS; POINTERS;		
STONEMASONS & TERRAZZO		
WORKERS.....	\$ 24.20	12.11
TILE FINISHER.....	\$ 19.80	12.11
TILE SETTER.....	\$ 22.80	12.11

BROH0014-001 07/01/2005

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek,
 Saline & Salineville Townships & the Village of Dillonvale)

	Rates	Fringes
Tile setter finisher.....	\$ 20.61	8.85

BROH0018-001 06/01/2008

BROWN, BUTLER, CLERMONT, PREBLE Gasper, Dixon, Israel, Lanier,
 Somers & Gratis Townships) & WARREN

	Rates	Fringes
Bricklayer, Caulker, Cleaner,		
Pointer & Stonemason.....	\$ 26.11	9.49
Refractory.....	\$ 26.61	9.49

 BROH0018-004 12/01/2008

BROWN, BUTLER, CLERMONT, PREBLE (Gasper, Dixon, Israel, Lanier,
 Somers & Gratis Townships) & WARREN

	Rates	Fringes
Marble Setter, Terrazzo Worker & Tile Setter.....	\$ 26.37	9.39

BROH0018-006 12/01/2008

ADAMS, BROWN, BUTLER, CLERMONT, FAYETTE, JACKSON, PIKE, ROSS,
 SCIOTO, VINTON, WARREN & WASHINGTON

	Rates	Fringes
Marble, terrazzo and tile finisher		
Finishers.....	\$ 21.93	9.39
Marble Sanders, Polishers, Waxers, & Sawyers.....	\$ 22.00	9.39
Terrazzo Base Grinders (While operating base grinding machine).....	\$ 22.35	9.39

BROH0022-001 07/01/2007

CLINTON, GREENE, HIGHLAND, MIAMI, MONTGOMERY & PREBLE (Jackson,
 Monroe, Harrison, Twin, Jefferson & Washington Townships)

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer & Stonemason.....	\$ 25.20	9.24

BROH0022-002 03/01/2008

CLINTON, GREENE, HIGHLAND, MIAMI, MONTGOMERY & PREBLE (Jackson,
 Monroe, Harrison, Twin, Jefferson & Washington Townships)

	Rates	Fringes
Marble Setter, Terrazzo Worker & Tile Setter.....	\$ 24.08	8.62

BROH0022-003 03/01/2008

AUGLAIZE, CLINTON, GREENE, HIGHLAND, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
Base Machine Men.....	\$ 23.33	3.75
FINISHER.....	\$ 22.83	3.75

BROH0035-001 07/01/2008

ALLEN & AUGLAIZE

	Rates	Fringes
Bricklayer, Caulkler, Cleaner, Pointer, Stonemason & Tile Setter.....	\$ 24.46	9.84

BROH0039-001 06/01/2008

ADAMS & SCIOTO

	Rates	Fringes
BRICKLAYER BRICKLAYERS; CAULKERS; CLEANERS; MARBLE SETTERS; POINTERS; STONEMASONS; TERRAZZO WORKERS; & TILE SETTERS.....	\$ 25.62	13.85

BROH0040-001 06/01/2008

ASHLAND, CRAWFORD, HOLMES, MORROW, RICHLAND, WAYNE & WYANDOT
(Except Crawford, Ridge, Richland & Tymochtee Townships)

	Rates	Fringes
BRICKLAYER BRICKLAYERS; BLOCKLAYERS; CAULKERS; CLEANERS; MARBLE SETTERS; POINTERS; STONEMASONS; TERRAZZO WORKERS & TILE SETTERS.....	\$ 25.42	13.70

Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack;
Sandblasting and laying of carbon masonry material in swing
stage and/or scaffold; Ramming and spading of plastics and
gunniting: \$1.50 per hour above journeyman rate.

"Hot" work: \$2.50 above journeyman rate.

BROH0044-001 06/01/2008

	Rates	Fringes
BRICKLAYER COSHOCOTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, LICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES BRICKLAYERS; CAULKERS;		

CLEANERS; POINTERS; & STONEMASONS.....	\$ 24.70	9.65
Cement Mason/Plasterer		
COSHOCOTON & GUERNSEY COUNTIES		
CEMENT MASONS & PLASTERERS..	\$ 24.70	9.65

BROH0045-001 06/01/2008

FAYETTE, JACKSON, PIKE, ROSS & VINTON

	Rates	Fringes
Bricklayer, Caulker, Cement Mason, Cleaner, Pointer & Stonemason.....	\$ 27.22	9.85

BROH0046-001 06/01/2008

	Rates	Fringes
BRICKLAYER		
ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry & Bloom Townships) & WYANDOT (Tymochtee, Crawford, Ridge & Richland Townships) COUNTIES & the islands of Lake Erie north of Sandusky BRICKLAYERS; CAULKERS; CEMENT BLOCK LAYERS; CLEANERS; GUNNITE MASONS; MARBLE SETTERS; POINTERS; REFRACTORY MASONS; STONEMASONS; TERRAZZO WORKERS; & TILE SETTERS....	\$ 26.13	13.50
Cement Mason and plasterer		
ERIE, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry & Bloom Townships) & WYANDOT (Tymochtee, Crawford, Ridge & Richland Townships) COUNTIES & the islands of Lake Erie north of Sandusky.....	\$ 26.13	13.50
Marble Setter Finisher, Terrazzo Worker Finisher, Tile Setter Finisher		
HANCOCK, OTTAWA, SANDUSKY, SENECA, WOOD (Perry & Bloom Townships) & WYANDOT (Tymochtee, Crawford, Ridge & Richland Townships) COUNTIES & the islands of Lake Erie north of Sandusky.....	\$ 22.38	13.50

Colored or shake floors and epoxy floors: \$.75 per hour above

journeyman rate.

Layout Man and Sawman; Premium topping materials (emery, iron, etc.): \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack; Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Vertical slip forms, jump forms or continuous forming of any kind up to 50 feet; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

Vertical slip forms, jump forms or continuous forming of any kind above 50 feet: 1 1/2 times journeyman rate.

"Hot" work: \$2.50 above journeyman rate.

BROH0052-002 06/01/2008

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock, Jackson, Jefferson & Elk Townships) & WASHINGTON

	Rates	Fringes
Bricklayer, Blocklayer, Caulker, Cleaner, Marble Setter, Pointer, Stonemason, Te		
rrazzo Worker & Tile Setter..	\$ 24.93	10.50

BROH0055-001 06/01/2008

DELAWARE, FRANKLIN, MADISON & PICKAWAY

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer & Stonemason.....	\$ 26.30	10.90

BROH0055-002 06/01/2008

COSHOCTON, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HOCKING, JACKSON, KNOX, LICKING, MADISON, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships), PERRY, PICKAWAY, PIKE, ROSS & VINTON

	Rates	Fringes
Marble & Tile Setter and Terrazzo Worker.....	\$ 24.62	9.12

BROH0055-004 06/01/2008

BELMONT, DELAWARE, FAIRFIELD, FRANKLIN, GUERNSEY, HOCKING, KNOX, LICKING, MADISON, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY & PICKAWAY

	Rates	Fringes
Marble, terrazzo and tile finisher.....	\$ 25.34	1.85

CARP0069-001 05/01/2008

TUSCARAWAS & WAYNE

	Rates	Fringes
Carpenter & Soft Floor Layer.....	\$ 23.78	10.53

CARP0069-005 05/01/2008

COSHOCKTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Carpenter & Soft Floor Layer.....	\$ 22.44	9.91

CARP0171-001 05/01/2008

BELMONT, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
Carpenter & Soft Floor Layer.....	\$ 23.19	12.20

CARP0200-001 06/01/2008

DELAWARE, FAIRFIELD, FRANKLIN, GUERNSEY, LICKING, MADISON, MORGAN, MUSKINGUM, NOBLE, PERRY & PICKAWAY

	Rates	Fringes
Carpenter & Soft Floor Layer.....	\$ 23.96	9.73
PILEDRIVERMAN.....	\$ 24.64	9.73

CARP0248-002 07/01/2008

HANCOCK & WOOD

	Rates	Fringes
FLOOR LAYER: CARPET (SOFT) FLOOR.....	\$ 26.35	14.78

CARP0248-003 07/01/2008

HANCOCK

	Rates	Fringes
Carpenter/Lather.....	\$ 23.71	13.28

CARP0356-001 06/01/2007

HOCKING, VINTON & WASHINGTON

	Rates	Fringes
CARPENTER.....	\$ 23.06	13.10
FLOOR LAYER: CARPET (SOFT)		
FLOOR.....	\$ 22.63	13.10
PILEDRIVERMAN.....	\$ 23.36	13.10

CARP0372-001 07/01/2008

ALLEN & AUGLAIZE

	Rates	Fringes
Carpenter/Lather.....	\$ 23.18	13.28

CARP0437-001 06/01/2008

ADAMS, FAYETTE, HIGHLAND, JACKSON, PIKE, ROSS & SCIOTO

	Rates	Fringes
CARPENTER.....	\$ 25.28	14.13

CARP0735-001 05/01/2008

ASHLAND, ERIE, HURON & RICHLAND

	Rates	Fringes
Carpenter & Soft Floor Layer.....	\$ 23.07	10.15

CARP1066-001 09/01/1999

BROWN, BUTLER, CLERMONT, CLINTON & WARREN

	Rates	Fringes
MILLWRIGHT.....	\$ 21.90	7.92

CARP1066-002 09/01/1999

GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
MILLWRIGHT.....	\$ 21.90	9.02

CARP1241-001 06/01/2008

DELAWARE, FAIRFIELD, FRANKLIN, GUERNSEY, LICKING, MADISON,
MORGAN, MUSKINGUM, NOBLE, PERRY & PICKAWAY

	Rates	Fringes
MILLWRIGHT.....	\$ 27.30	13.77

CARP1311-002 06/01/2008

BROWN, BUTLER, CLERMONT, CLINTON & WARREN

	Rates	Fringes
Carpenter & Piledrivermen (Does not include Walls & Ceiling Work).....	\$ 23.85	9.67

CARP1311-004 06/01/2008

GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
Carpenter & Piledrivermen (Does not include Acoustic Ceiling Installers, Drywall Hangers or Metal Stud Framers)...	\$ 23.60	9.92

CARP1311-007 06/01/2008

BROWN, BUTLER, CLERMONT, CLINTON & WARREN

	Rates	Fringes
Carpenter/Lather (Walls & Ceiling Work only).....	\$ 23.85	9.67

CARP1311-014 09/01/2006

GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
FLOOR LAYER: CARPET (SOFT) FLOOR.....	\$ 21.79	8.83

CARP1311-015 06/01/2008

GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
Acoustic Ceiling Installer, Drywall Hanger, Lather & Metal Stud Framers.....	\$ 23.60	9.92

CARP1393-001 07/01/2008

CRAWFORD, HANCOCK, OTTAWA, SANDUSKY, SENECA & WOOD

	Rates	Fringes
Millwright/Piledriverman.....	\$ 27.30	16.05

CARP1393-004 07/01/2008

ALLEN, AUGLAIZE & WYANDOT

	Rates	Fringes
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Millwright/Piledriverman.....\$ 25.15 15.92

 CARP1519-002 06/01/2008

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON, PIKE, ROSS, SCIOTO
 & VINTON

	Rates	Fringes
MILLWRIGHT.....	\$ 29.07	13.78

 CARP1755-002 06/01/2001

WASHINGTON

	Rates	Fringes
MILLWRIGHT.....	\$ 24.39	10.16

 CARP1871-001 05/01/2008

ASHLAND, ERIE, HURON & RICHLAND

	Rates	Fringes
MILLWRIGHT.....	\$ 28.00	12.67

 CARP1871-002 05/01/2008

ASHLAND, ERIE, HURON & RICHLAND

	Rates	Fringes
PILEDRIVERMAN.....	\$ 28.00	12.67

 CARP1871-003 05/01/2008

BELMONT, HARRISON, & MONROE

	Rates	Fringes
PILEDRIVERMAN.....	\$ 28.05	11.95

 CARP1871-004 05/01/2008

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
PILEDRIVERMAN.....	\$ 22.35	10.69

 CARP1871-005 05/01/2008

BELMONT, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
MILLWRIGHT.....	\$ 26.05	11.95

 CARP1871-011 05/01/2008

COSHOCKTON, HOLMES, KNOX & MORROW

	Rates	Fringes
MILLWRIGHT.....	\$ 22.35	10.69

CARP1871-012 05/01/2008

TUSCARAWAS & WAYNE

	Rates	Fringes
MILLWRIGHT.....	\$ 23.25	11.54

CARP1871-013 05/01/2008

TUSCARAWAS & WAYNE

	Rates	Fringes
PILEDRIVERMAN.....	\$ 23.25	11.54

CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 23.71	13.28

ELEC0008-001 05/26/2008

HANCOCK, OTTAWA, SANDUSKY, SENECA & WOOD

	Rates	Fringes
CABLE SPLICER.....	\$ 34.68	15.80
ELECTRICIAN.....	\$ 33.03	15.73

ELEC0032-001 06/01/2008

ALLEN, AUGLAIZE & WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland, Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 27.05	11.91

ELEC0032-002 06/01/1998

ALLEN & WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
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Line Construction		
Equipment Operator.....	\$ 20.27	4.12+a
Groundman Truck Driver.....	\$ 14.43	3.63+a
Lineman.....	\$ 22.52	4.31+a

FOOTNOTE: a. Half a day's Paid Holiday: The last 4 hours of the workday prior to Christmas or New Year's Day

ELEC0071-002 05/29/2006

ASHLAND, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING, JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston Townships), KNOX, LICKING, MADISON, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay, Jefferson, Oxford, Perry, Salem, Rush, Washington & York Townships), VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships) & WASHINGTON

	Rates	Fringes
Line Construction		
Linemen; Cable Splicers.....	\$ 28.30	10.34

ELEC0071-003 05/29/2006

AUGLAIZE, CLINTON, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 25.47	9.78
Groundman.....	\$ 18.40	8.38
Lineman.....	\$ 28.30	10.34

ELEC0071-011 05/29/2006

BELMONT, HARRISON, HOLMES, JEFFERSON & WAYNE

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 25.47	9.78
Groundman.....	\$ 18.40	8.38
Lineman.....	\$ 28.30	10.34

ELEC0071-012 05/29/2006

BROWN, BUTLER, CLERMONT & WARREN

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 25.47	9.78
Groundman.....	\$ 18.40	8.38
Lineman.....	\$ 28.30	10.34

ELEC0082-001 06/02/2008

CLINTON, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 28.45	11.94

ELEC0082-005 05/24/2004

CLINTON, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 9.14	4.91
Installer/Technician.....	\$ 18.28	6.32

ELEC0129-004 09/01/2001

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman, Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich, Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 27.25	6.85

ELEC0141-003 09/01/2008

BELMONT

	Rates	Fringes
CABLE SPLICER.....	\$ 26.51	18.60
ELECTRICIAN.....	\$ 26.26	18.60

ELEC0212-001 06/02/2008

BROWN & CLERMONT

	Rates	Fringes
ELECTRICIAN.....	\$ 26.11	12.72

ELEC0212-002 01/01/2006

BROWN & CLERMONT

	Rates	Fringes
Sound & Communication Technician.....	\$ 20.45	6.95

ELEC0245-001 09/01/2008

HANCOCK, OTTAWA, SANDUSKY, SENECA & WOOD

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 38.12	21.25%+4.75
Groundman/Truck Driver.....	\$ 19.82	21.25%+4.75
Heli-arc Welding.....	\$ 33.45	21.25%+4.75
Lineman.....	\$ 33.15	21.25%+4.75
Operator - Class 1.....	\$ 26.52	21.25%+4.75
Operator - Class 2.....	\$ 23.21	21.25%+4.75
Traffic Signal & Lighting		
Technician.....	\$ 29.84	21.25%+4.75

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0246-001 10/29/2007

HARRISON & JEFFERSON

	Rates	Fringes
ELECTRICIAN.....	\$ 31.00	18.29+a

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday

ELEC0306-004 05/26/2008

WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 33.52	5%+11.76
ELECTRICIAN.....	\$ 31.04	5%+11.76

ELEC0317-007 06/01/1998

ADAMS, JACKSON (Bloomfield, Franklin, Hamilton, Lick, Jefferson, Scioto & Madison Townships), PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships)

	Rates	Fringes
Line Construction		
Cable Splicers.....	\$ 23.66	8.48
Equipment Operators.....	\$ 17.14	8.25
Groundmen.....	\$ 13.92	8.14
Linemen.....	\$ 21.42	8.40

ELEC0540-001 05/28/2007

HOLMES, TUSCARAWAS (North of Auburn Clay, Rush & York Townships), & WAYNE (South of Baughman, Chester, Green & Wayne Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 26.69	15.63

ELEC0540-003 06/05/1997

TUSCARAWAS COUNTY (North of Auburn, Clay, Rush & York Townships)

	Rates	Fringes
Line Construction		
Groundman; & Truck Driver...\$	14.65	8.18
Line Equipment Operator.....\$	19.02	8.69
Lineman; & Cable Splicer....\$	21.86	9.01

ELEC0575-001 12/01/2008

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 29.84	11.81

ELEC0575-003 05/28/2007

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON, PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE, ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....\$	10.38	6.75
Installer.....\$	19.63	7.42

ELEC0648-001 09/04/2006

BUTLER & WARREN (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

Rates	Fringes
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CABLE SPLICER.....	\$ 25.30	8.80
ELECTRICIAN.....	\$ 24.80	8.80

ELEC0683-001 06/02/2008

DELAWARE, FAIRFIELD, FRANKLIN, MADISON & PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships)

	Rates	Fringes
Electricians:		
Cable splicer.....	\$ 28.60	12.43
Electrician.....	\$ 28.00	12.41

ELEC0683-006 05/28/2007

DELAWARE, FAIRFIELD, FRANKLIN, MADISON & PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 11.75	4.20
Installer.....	\$ 22.11	4.95

ELEC0688-001 12/03/2008

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley & Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown & Jefferson Townships), MORROW, RICHLAND & WYANDOT (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 25.66	13.71

ELEC0688-004 05/28/2007

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley & Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown & Jefferson Townships), MORROW, RICHLAND & WYANDOT (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 11.16	5.22
Installer.....	\$ 21.04	5.93

ELEC0867-001 06/01/1998

ERIE

	Rates	Fringes
Line Construction		
Lineman; Cable Splicer; & Equipment Operator.....	\$ 20.75	4.09
Truck Driver (Winch)		
Groundman; & Groundman.....	\$ 13.49	3.87

ELEC0972-001 06/01/2008MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton &
Wilkesville Townships) & WASHINGTON

	Rates	Fringes
Electricians:		
Cable Splicer.....	\$ 28.48	18.27
Electrician.....	\$ 28.23	18.27

ELEC1105-001 06/01/2008COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller,
Milford, Hilliar; Butler, Harrison, Pleasant & College
Townships), LICKING, MUSKINGUM, PERRY & TUSCARAWAS (Auburn,
York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry &
Bucks Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 26.94	11.64

ELEC1105-002 05/28/2007COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller,
Milford, Hillard, Butler, Harrison, Pleasant & College
Townships), LICKING, MUSKINGUM, PERRY & TUSCARAWAS (Auburn,
York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry &
Bucks Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 10.09	7.27
Installer.....	\$ 19.10	7.93

ELEV0006-003 01/01/2009

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 38.65	18.285+A&B

FOOTNOTE:

A. Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

ELEV0011-001 01/01/2009

ADAMS, BROWN, BUTLER, CLERMONT, CLINTON, GREENE, HIGHLAND, MIAMI, MONTGOMERY, PREBLE & WARREN

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 36.24	18.285+a+b

FOOTNOTES:

a. 8 Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Day after Thanksgiving; & Christmas Day

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ELEV0017-001 01/01/2009

ERIE & HURON

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 40.41	18.285+a+b

FOOTNOTES:

a. 8 Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; Day After Thanksgiving; & Christmas Day

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years.

ELEV0037-001 01/01/2009

ASHLAND, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HOCKING, HOLMES, KNOX, LICKING, MADISON, MORGAN, MORROW, MUSKINGUM, PERRY, PICKAWAY, RICHLAND, ROSS, TUSCARAWAS & VINTON

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 36.20	18.285+a+b

FOOTNOTES:

a. 8 Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Day after Thanksgiving; & Christmas Day

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years.

ELEV0044-001 01/01/2009

ALLEN, AUGLAIZE, HANCOCK, OTTAWA, SANDUSKY, SENECA, WOOD & WYANDOT

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 39.43	18.285+a+b

FOOTNOTES:

a. 8 Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; The Day after Thanksgiving; & Christmas Day

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 yrs.; 6% for less than 5 yrs.

ELEV0045-001 01/01/2009

WAYNE

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 38.29	18.285+a+b

FOOTNOTES:

a. 8 Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; Day after Thanksgiving; & Christmas Day

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years.

ELEV0048-002 01/01/2009

JACKSON, PIKE & SCIOTO

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 37.30	18.285

FOOTNOTES:

a. 8 Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Day after Thanksgiving Day; & Christmas Day

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service

ENGI0018-001 05/01/2008

ADAMS, ALLEN, ASHLAND, AUGLAIZE, BELMONT, BROWN, BUTLER, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GREENE, GUERNSEY, HANCOCK, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LICKING, MADISON, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PERRY, PICKAWAY, PIKE, PREBLE, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, TUSCARAWAS, VINTON, WARREN, WASHINGTON, WAYNE & WYANDOT

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 29.79	10.81
GROUP 2.....	\$ 29.54	10.81
GROUP 3.....	\$ 29.04	10.81
GROUP 4.....	\$ 28.79	10.81
GROUP 5.....	\$ 28.54	10.81
GROUP 6.....	\$ 28.42	10.81
GROUP 7.....	\$ 27.38	10.81
GROUP 8.....	\$ 26.20	10.81
GROUP 9.....	\$ 20.74	10.81

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Boom & Jib 250' & Over

GROUP 2 - Boom & Jib Over 180' through 249'

GROUP 3 - Boom & Jib 150' through 180'

GROUP 4 - Master Mechanic

GROUP 5 - Barrier Moving Machine; Boiler or Compressor Mounted on Crane (Piggy-Back Operation); Boom Truck (All Types); Cableway; Cherry Picker; Combination Concrete Mixer & Tower; All Concrete Pumps with Booms; Crane (All Types); Crane-Compact, Track or Rubber Over 4,000 lbs Capacity; Crane-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick (All Types); Dragline; Dredge (Dipper, Clam or Suction) 3 Man Crew; Elevating Grader or Euclid Loader; Floating Equipment; Forklift(rough terrain

with winch/hoist) Gradall; Helicopter Operator & Helicopter Winch Operator (Hoisting Builders Materials); Hoe (All Types); Hoist (Two or More Drums); Horizontal Directional Drill; Hydraulic Gantry (Lift System); Laser Finishing Machine; Laser Screed and Like Equipment; Lift Slab or Panel Jack; Locomotive (All Types); Maintenance Engineer (Mechanic and/or Welder); Mixer, Paving (Multiple Drum); Mobile Concrete Pump With Boom; Panelboard (All Types on Site); Pile Driver; Power Shovel; Prentice Loader; Rail Tamper (with Automatic Lifting & Aligning device); Rotary Drill (All) used on Caisson Work for Foundations & Substructure work; Side Boom; Slip Form Paver; Straddle Carrier (Building Construction on Site); Trench Machine (Over 24" Wide); & Tug Boat

GROUP 6 - Asphalt Paver; Bobcat-type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Bulldozer; C.M.I. Type Equipment; Endloader; Hydro Milling Machine; Kolman Type Loader (Dirt Loading); Lead Greaseman; Mucking Machine; Pettibone-Rail Equipment; Power Grader; Power Scoop; Power Scraper; Push Cat; Rotomill (All), Grinders & Planers of All Types & Vermeer Type Concrete Saw

GROUP 7 - A-Frame; Air Compressor Pressurizing Shafts or Tunnels; Asphalt Roller (All); Bobcat-type and/or Skid Steer Loader with or without Attachments; Boiler (15 lbs. pressure & over); All Concrete Pumps without Booms & with 5" System; Forklift (Except Masonry); Highway Drills-All Types (with Integral Power); Hoist (One Drum); House Elevator (except those automatic call button controlled); Man Lift; Material Hoist/Elevator; Mud Jack; Pressure Grouting; Pump (Installing or Operating Well Points or other Type of Dewatering Systems); Pump (4" and over Discharge); Railroad Tie Inserter/Remover; Rotovator (Lime soil Stabilizer); Submersible Pump (4" and over Discharge); Switch & Tie Tamper (w/o lifting & aligning device); Trench Machine (24" & under); & Utility

GROUP 8 - Ballast Relocator; Backfiller & Tamper; Batch Plant; Bar & Joint Installing Machine; Bull Floats; Burlap & Curing Machines; Clefplanes; Compressor on Building Construction; Concrete Mixer, Capacity more than one bag; Concrete Mixer, one bag capacity (side loader); All Concrete Pumps without Booms with 4" or Smaller System; Concrete Spreading Machine; Conveyor, used for handling building materials; Crusher; Deckhand; Drum Fireman in Asphalt Plant; Farm Type Tractor, Pulling Attachments; Finishing Machines; Form Trencher; Generator; Guniting Machine; Hydro-Seeder; Pavement Breaker (Hydraulic or Cable); Post Driver; Post Hole Digger; Pressure Pump (over 1/2" discharge); Road Widening Trencher; Roller (except Asphalt); Self-propelled Power Spreader; Self-propelled Sub-Grader; Shotcrete Machine; Tire Repairman; Tractor (Pulling Sheep Foot Roller or Grader); VAC/ALL; Vibratory Compactor (with Integral Power) & Welder

GROUP 9 - Allen Screed Paver (concrete); Boiler (Less than 15 lbs. pressure); Crane-Compact, Track or Rubber under 4,000 lbs.; Directional Drill "Locator"; Inboard & Outboard Motor Boat Launch; Light Plant; Masonry Forklift; Oiler; Power

Driven Heater (Oil Fired); Power Scrubber; Power Sweeper;
 Pump (Under 4" discharge); & Submersible Pump (Under 4"
 discharge)

 ENGI0018-002 05/01/2008

ERIE & HURON

	Rates	Fringes
OPERATOR: Power Equipment		
Crane (Boom & Jib 200' & Over, Up to 299'); Master Mechanic.....	\$ 32.88	10.81
Crane (Boom & Jib 300' & Over).....	\$ 33.13	10.81
GROUP 1.....	\$ 32.13	10.81
GROUP 2.....	\$ 31.98	10.81
GROUP 3.....	\$ 30.53	10.81
GROUP 4.....	\$ 29.75	10.81
GROUP 5.....	\$ 29.43	10.81
GROUP 6.....	\$ 22.35	10.81

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame; Boiler or Compressor Operator, Hydraulic Pump & Power Pacs Mounted on Crane or Piggy-Back Operation; Boom Truck (All Types); Cableway; Cherry Picker; Combination Concrete Mixer & Tower; All Concrete Pumps; Crane (All Types); Derrick (All Types); Dragline; Dredge (Dipper, Clam or Suction); 3 Man Crew; Elevating Grader or Euclid Loader; Floating Equipment; Gradall; Helicopter Operator & Helicopter Winch Operator Hoisting Building Materials; Hoe (All Types); Hoist (Two or More Drums); Lift Slab or Panel Jack Operator; Locomotive (All Types); Maintenance Engineer (Mechanic); Mixer; Paving (Multiple Drum); Mobile Concrete Pump with Boom; Panelboard (All types on site); Pile Driver; Power Shovel; Robotic Equipment Operator/Mechanic; Rotary Drill (all), used on Caissons for Foundations & Sub-structure Work; Rough Terrain Forklift with Winch/Hoist; Side Boom; Slip Form Paver; Straddle Carrier; Trench Machine (Over 24" Wide); & Tug Boat

GROUP 2 - Asphalt Paver; Bulldozer; CMI-Type Equipment; Endloader; Horizontal Directional Drill Locator and Operator; Kohlman Type Loader (Dirt Loading); Lead Greaseman; Mucking Machine; Power Grader; Power Scoop; Power Scraper; & Push Cat

GROUP 3 - Air Compressor, Pressurizing Shafts or Tunnels; Asphalt Roller (all); Fork Lift; Hoist, One Drum; House Elevator (Except Automatic Call Button-controlled); Laser Screeds & Like Equipment; Man Lift; Mud Jack; Boiler (Over 15 lbs. Pressure); Pressure Grouting; Pump Operator (Installing or operating Well Points or other type of Dewatering system); Trencher (24" & under); & Utility Operator

GROUP 4 - Compressor on Building construction; Conveyor,

building material; Generator; Guniting Machine; Concrete Mixer, Capacity more than one bag; Concrete Mixer, One Bag capacity (Side Loader); Pavement Breaker, Hydraulic or Cable; Post Driver; Post Hole Digger; Road Widening Trencher; Roller; & Welder Operator

GROUP 5 - Backfiller & Tamper; Bar & Joint Installing Machine; Batch Plant; Bullfloat; Burlap and Curing Machine; Cleaning Machine (decontamination included); Clefplane; Concrete Spreading Machine; Crusher; Deckhand; Drum Fireman (Asphalt); Farm-type Tractor, Pulling attachments; Finishing Machine; Fork Lift (Masonry Work); Form Trencher; High Pressure Pump (Over 1/2" discharge); Hydro Seeder; Pump (4" and Over discharge); Submersible Pump (4" and Over discharge); Self-propelled Power Spreader; Self-propelled Sub-grader; Tire Repairman; Tractor, Pulling Sheeps Foot Roller or Grader; & Vibratory Compactor, With Integral Power

GROUP 6 - Inboard & Outboard Motor Boat Launch; Light Plant Operator; Oiler; Signaller; Power Driven Heater (Oil Fired); Power Scrubber; Power Sweeper; Power Boiler (Less than 15 lbs. Pressure); Pump (Under 4" discharge); Submersible Pump (Under 4" discharge); Signaller; Bob Cat-type and/or Skid Steer Loader; Grade Checker; VAC/ALL; Rod Man

ENGI0018-007 05/01/2008

WOOD

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 30.54	10.81
GROUP 2.....	\$ 30.29	10.81
GROUP 3.....	\$ 29.79	10.81
GROUP 4.....	\$ 29.54	10.81
GROUP 5.....	\$ 29.29	10.81
GROUP 6.....	\$ 29.17	10.81
GROUP 7.....	\$ 28.13	10.81
GROUP 8.....	\$ 26.95	10.81
GROUP 9.....	\$ 21.49	10.81

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Boom & Jib 250' & Over

GROUP 2 - Boom & Jib Over 180' through 249'

GROUP 3 - Boom & Jib 150' through 180'

GROUP 4 - Master Mechanic

GROUP 5 - Barrier Moving Machine; Boiler or Compressor Mounted on Crane (Piggy-Back Operation); Boom Truck (all types); Cableway; Cherry Picker; Combination Concrete Mixer & Tower; Concrete Pump with Booms; Crane (all types); Crane-Compact, Track or Rubber over 4,000 lbs. Capacity; Crane-Self Erecting, Stationary, Track or Truck (all configurations); Derrick (all types); Dragline; Dredge

(Dipper, Clam or Suction) 3 Man Crew; Elevating Grader or Euclid Loader; Floating Equipment; Forklift (rough terrain with winch/hoist) Gradall; Helicopter Operator, Hoisting Building Materials; Hoes (all types); Hoists (with two or more drums in use); Horizontal Directional Drill; Hydraulic Gantry (lift system); Laser Finishing Machine; Laser Screed and Like Equipment; Lift Slab or Panel Jack; Locomotive (all types); Maintenance Engineer (Mechanic and/or welder); Mixer Paving (Multiple Drum); Mobile Concrete Pump (With Boom); Panelboard (all types on site); Pile Driver; Power Shovel; Prentice Loader; Rail Tamper (with automatic lifting & aligning device); Rotary Drill (all) used on Caissons for Foundations & Substructure work; Side Boom; Slip Form Paver; Straddle Carrier (building construction on site); Trench Machine (Over 24" Wide); & Tug Boat

GROUP 6 - Asphalt Paver; Bobcat-type and/or Skid Steer Loader with Hoe Attachment greater than 7,000 lbs.; Bulldozer; C.M.I. Type Equipment; Endloader; Hydro Milling Machine; Kolman Type Loader (Dirt Loading); Lead Greaseman; Mucking Machine; Pettibone-Rail Equipment; Power Grader; Power Scoop; Power Scraper; Push Cat; Rotomill (all), Grinders and Planers of All Types; & Vermeer Type Concrete Saw

GROUP 7 - A-Frame; Air Compressor, Pressurizing Shafts or Tunnels; Asphalt Roller (all); Bobcat-type and/or Skid Steer Loader with or without Attachments; Boiler (15 lbs. pressure and over); All concrete Pumps (without booms with 5" system); Fork Lifts (except masonry); Highway Drills-all types (with Integral Power); Hoist (One Drum); House Elevator (except those automatic call button controlled); Man Lift; Material Hoist/Elevator; Mud Jack; Pressure Grouting; Pump (Installing or Operating Well Points or other Type of Dewatering Systems); Pump (4" and over Discharge); Railroad Tie Inserter/Remover; Rotovator (lime soil stabilizer); Submersible Pump (4" and over Discharge); Switch & Tie Tamper w/o lifting & aligning device; Trench Machine (24" & under); & Utility

GROUP 8 - Ballast Relocator; Backfillers & Tampers; Batch Plant; Bar & Joint Installing Machines; Bull Floats; Burlap & Curing Machines; Clefplanes; Compressor on building construction; Concrete Mixer, Capacity more than one bag; Concrete Mixer, one bag capacity, (side loader); All Concrete Pumps without Booms and with 4" System or Smaller; Concrete Spreader; Conveyor, used for handling building material; Crusher; Deckhands; Drum firemen (in asphalt plants); Farm Type Tractor, pulling attachments; Finishing Machine; Form Trencher; Generator; Gunite Machine; Hydro-seeder; Pavement Breaker (Hydraulic or Cable); Post Driver; Post Hole Digger; Pressure Pump (over 1/2" discharge); Road Widening Trencher; Roller (except Asphalt); Self-propelled Power Spreader; Self-propelled Sub-Grader; Shotcrete Machine; Tire Repairman; Tractor, Pulling Sheep Foot Roller or Grader; VAC/ALL; & Vibratory Compactor, with Integral Power

GROUP 9 - Allen Screed Paver (concrete); Boiler (Less than 15 lbs. pressure); Crane-Compact, Track or Rubber under 4,000 lbs. Capacity; Directional Drill "Locator"; Inboard &

Outboard Motor Boat Launch; Light Plant; Masonry Fork Lift;
 Oiler; Power Driven Heater (Oil Fired); Power Scrubber;
 Power Sweeper; Pump (Under 4" discharge); Signal Person; &
 Submersible Pump (Under 4" discharge)

 IRON0017-001 08/01/2008

ERIE (Eastern 2/3) & HURON (East of a line drawn from the north border through Monroeville & Willard)

	Rates	Fringes
Ironworkers:		
Ornamental; Reinforcing &		
Structural.....	\$ 28.35	17.83

 IRON0044-001 06/01/2008

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 22.70	16.42
Ornamental; Structural.....	\$ 25.22	16.42

 IRON0055-001 07/01/2008

CRAWFORD (Area between lines drawn from where Hwy #598 & #30 meet through North Liberty to the northern border & from said Hwy junction point due west to the border), ERIE (Western one-third), HANCOCK, HURON (West of a line drawn from the northern border through Monroeville & Willard), OTTAWA, SANDUSKY, SENECA, WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 19.75	14.45
Furnaces & Kilns (Temperature units over 125 degrees Fahrenheit).....	\$ 29.00	14.45
Pre-Engineered Metal Building.....	\$ 23.28	14.45
All Other Work.....	\$ 28.00	14.45

 IRON0147-001 06/01/2008

ALLEN COUNTY (Northern half)

	Rates	Fringes
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IRONWORKER.....\$ 23.32 16.52

 IRON0172-001 06/01/2008

COSHOCTON (West of a line beginning at the northwest county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, MADISON, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE, ROSS, VINTON & WYANDOT (South of Rte. #30)

Rates Fringes

IRONWORKER.....\$ 25.57 15.45

 IRON0290-001 06/01/2008

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrrtown & Woodsdale), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), MIAMI, MONTGOMERY, PREBLE & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the west county line)

Rates Fringes

IRONWORKER

Beyond 25 mile radius of		
L.U. #290 Office, Dayton....	\$ 24.68	16.85
Within 25 mile radius of		
L.U. #290 Office, Dayton....	\$ 24.53	16.85

 IRON0372-001 06/01/2008

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

Rates Fringes

IRONWORKER, REINFORCING

Beyond 30-mile radius of		
Hamilton County Courthouse..	\$ 25.90	16.00
Up to & including 30-mile		
radius of Hamilton County		
Courthouse.....	\$ 25.65	16.00

IRON0549-003 12/01/2008

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM
(Excluding portion west of a line starting at Adams Mill going
to Adamsville and going from Adamsville through Blue Rock to
the south border)

	Rates	Fringes
IRONWORKER.....	\$ 28.75	15.69

IRON0550-001 05/01/2008

ASHLAND, COSHOCTON (E. of a line beginning at NW Co. line going
through Walhonding & Tunnel Hill to the South Co. line),
HOLMES, HURON (S. of Old Route #224), RICHLAND, TUSCARAWAS &
WAYNE

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 23.88	16.07

* IRON0769-003 06/01/2008

ADAMS (Eastern Half), JACKSON (Southern Half) & SCIOTO

	Rates	Fringes
Ironworkers:		
ZONE 1.....	\$ 27.12	17.07
ZONE 2.....	\$ 27.52	17.07
ZONE 3.....	\$ 29.12	17.07

ZONE 1 - Up to 10 mile radius of Union Hall, Ashland, Ky.,
1643 Greenup Ave.

ZONE 2 - 10 to 50 mile radius of Union Hall, Ashland, Ky.,
1643 Greenup Ave.

ZONE 3 - 50 mile radius & over of Union Hall, Ashland, Ky.,
1643 Greenup Ave.

IRON0787-002 06/01/2008

MORGAN, NOBLE & WASHINGTON

	Rates	Fringes
Ironworker.....	\$ 26.99	16.25

LABO0083-001 06/01/2007

ADAMS, HIGHLAND, JACKSON, PIKE, ROSS, SCIOTO & VINTON

	Rates	Fringes
LABORER		

GROUP 1.....	\$ 27.59	6.87
GROUP 2.....	\$ 27.84	6.87
GROUP 3.....	\$ 28.09	6.87

LABORER CLASSIFICATIONS

GROUP 1 - Building & Construction; Carpenter Tender; Bottom Man; Mason Tender; Mortar Mixer; Pipe Layer; Plasterer Tender; Sheeting & Shoring Man; & Signalman

GROUP 2 - Air & Machine Driver Tool Operator; Asphalt Raker & Smoother; Burning & Cutting Torch; Chain Saw; Form Setter (Street & Highway); Hand Spiker; & Powered Concrete Buggy

GROUP 3 - Gunnite Machine Operator; Gunnite Nozzle Man; Miner (Tunnel & Caisson); Mucker (Tunnel & Caisson); & Powder Man & Blaster

HAZARDOUS & HIGH WORK IN EXCESS OF 25 FEET ABOVE SOLID BASE - \$.25 PREMIUM

WORKERS HANDLING CREOSOTED OR INJURIOUS CHEMICALLY TREATED MATERIALS - \$.25 PREMIUM

THE ERECTION, ALTERATION, REPAIR OR DEMOLITION OF REINFORCED CONCRETE CHIMNEYS, MASONRY CHIMNEYS, SILOS, & FURNACES RECEIVE THE FOLLOWING RATES:

- 0 TO 25 FEET - BASE RATE
- 25 TO 100 FEET - \$1.00 PREMIUM
- 100 TO 150 FEET - \$1.25 PREMIUM
- 150 TO 200 FEET - \$1.50 PREMIUM
- 200 TO 250 FEET - \$1.75 PREMIUM
- OVER 250 FEET - \$2.00 PREMIUM

LABO0134-001 05/01/2008

COSHOCTON, HOLMES & TUSCARAWAS

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 21.68	6.75
GROUP 2.....	\$ 22.08	6.75
GROUP 3.....	\$ 22.61	6.75
GROUP 4.....	\$ 22.83	6.75

LABORER CLASSIFICATIONS

GROUP 1 - Building & Construction; Signalman; Flagman; Carpenter Tender; Finisher Tender; Concrete Handler; Utility Construction; Guard Rail Erector; & Hazardous Waste Removal (Level D) Personal Protective Equipment (PPE)

GROUP 2 - Bottom Man; Scaffold Builder; Tunnel; Pipe Layer; Air & Power Driven Tool; Burner on Demolition Work; Swinging Scaffold; Mucker; Caisson Worker; Cofferdam Worker; Powder Man & Dynamite Blaster; Creosote Worker; Form Setter; Plasterer Tender; Hod Carrier; All Confined Space Work; Furnaces; Pickel Tubs; Acid Pits & Hazardous

Waste Removal (Level C) Personal Protective Equipment (PPE)

GROUP 3 - Mason Tender; Mortar Mixer; Stonemason Tender; Skid Steer Loader; & Hazardous Waste Removal (Level B) Personal Protective Equipment (PPE)

GROUP 4 - Gunnite Operator; & Hazardous Waste Removal (Level A) Personal Protective Equipment (PPE)

LABO0265-001 06/01/2008

BROWN, CLERMONT & CLINTON

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 23.05	6.70
GROUP 2.....	\$ 23.15	6.70
GROUP 3.....	\$ 23.20	6.70
GROUP 4.....	\$ 23.25	6.70
GROUP 5.....	\$ 23.55	6.70
GROUP 6.....	\$ 23.80	6.70

LABORER CLASSIFICATIONS

GROUP 1 - Building and Common Laborer; Asbestos Removal; Cement Mason Tender; Hand-Operated Mechanical Mule; Mechanical Mule; Mechanical Sweeper; Signaler; Flagger; Wrecking Laborer

GROUP 2 - Bottom Man; Pipe Layer

GROUP 3 - Skid Steer; Burning Torch Operator; Jack Hammer; Air Spade; Chipping Hammer; Mechanical and Air Tamper Operator; Mechanical Concrete Buggie; Power Operated Mechanical Mule; Concrete Pump Hose Man; Vibrator Man; CERCLA Trained Hazardous Material Removal-Levels A,B,C

GROUP 4 - Bottom Jack Hammer Man

GROUP 5 - Tunnel Laborer

GROUP 6 - Gunnite Nozzle Operator

LABO0265-003 06/01/1997

BROWN, CLERMONT & CLINTON

	Rates	Fringes
Plasterer tender		
Mixer Pump Operator.....	\$ 18.45	3.90
Tender.....	\$ 18.30	3.90

LABO0265-007 06/01/2007

BROWN, CLERMONT & CLINTON

Rates	Fringes
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Laborer: Mason Tender.....\$ 23.50 6.70

LABO0329-001 05/01/2008

ALLEN & AUGLAIZE

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 22.66	6.55
GROUP 2.....	\$ 22.81	6.55
GROUP 3.....	\$ 22.96	6.55
GROUP 4.....	\$ 23.16	6.55

LABORER CLASSIFICATION

GROUP 1 - Building; Signal Person; Power Wheelbarrow or Power Buggy; Removal of Asbestos & Hazardous Waste (Levels C & D)

GROUP 2 - Vibrator; Cement Finisher Tender; Cement Raker; Asphalt Raker; Tamper & Packer; Pump Man Under 4" Discharge; Caisson; Cofferdam; Tunnel; Spiker Railroad (By Hand); Pot Tender; Torch Man; Demolition; Machine Driven Tools (Gas, Electric, Air)

GROUP 3 - Plaster Tender; Mortar Mixer; Cylinder, Shaft; Sewer, Water Conduit; Gas, Oil Pipeline, except Mainlines; Sewer Bottom Man; Sewer Pipe Layer; Manhole Builder; Blaster Tender; Wagon Drill Tender; Jack Hammer; Gunnite Operator; Mucker (Tunnel & Caisson) Free Air; Miner (Tunnel & Caisson) Free Air; Sand Blaster; Blaster-Powder Man; Wagon Drill/Operator; & Removal of Toxic & Hazardous Waste (Levels A & B)

GROUP 4 - Mason Tender

LABO0423-001 06/01/2008

FAIRFIELD, FAYETTE, FRANKLIN, HOCKING, LICKING, MADISON & PICKAWAY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 21.58	6.75
GROUP 2.....	\$ 21.89	6.75
GROUP 3.....	\$ 22.20	6.75
GROUP 4.....	\$ 22.51	6.75

LABORER CLASSIFICATIONS

GROUP 1 - General laborers; Carpenter tender; Cathodic protection; Cleaning debris; Cleaning of all material; General clean-up including vacuum cleaning, scraping and cleaning of walls and floors; Landscape; Installation and removal of fencing; Sod layers; All portable heaters; Flagman; Loading and unloading of all trucks; Handling and conveying all materials; Washing of all windows; Conveyer belt; Jurisdiction over the use of all water pumps up to

and including 3 inch intake

GROUP 2 - Skid steer specialist; Concrete specialist; Brick tender; Stone mason tender; Plaster tender; Mortar mixer and; operator; Cement mason tender; Construction specialist; All scaffold builders; Bush hammering; Jack hammer operator; Air or electrical pneumatic tool operator; Power driven tools; Power buggy operators; Pouring and placement of all concrete; Power wheelbarrow operator; Asphalt and blacktop rakers; Wall wrecker and bar man on demolition; Sand blasting and chipping; Welders on demolitions; Grade checkers; A person on a bucket pouring concrete; Gunitite nozzle man; Wagon and churn drill operator; Concrete saw operator; Brush feeders on pulverizers; Pipe layers; Pavers set in sand; Bottom man; Laser gun; Burners; Sand blasting of concrete; Vibrator man; Steward; Signal man; Caisson; Caisson bottom man; Pile drivers; Asbestos and lead abatement laborers; Hazardous waste level B

GROUP 3 - Hazardous waste level C

GROUP 4 - Hazardous waste level D

LAB00480-001 06/01/2008

ERIE, HURON, OTTAWA & SANDUSKY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 23.76	7.50
GROUP 2.....	\$ 23.96	7.50
GROUP 3.....	\$ 24.36	7.50

LABORER CLASSIFICATIONS

GROUP 1 - Building & Construction Laborer; Signalman; Flagman; Carpenter Tender; Finisher Tender; Concrete Handler; Utility Construction Laborer; Guard Rail Erector; Railroad Spur Work & Hazardous Waste Worker Level D

GROUP 2 - Bottom Man; Scaffold Builder; Tunnel Laborer; Pipe Layer; Air & Power Driven Tool; Burner on Demolition Work; Swinging Scaffold; Mucker; Caisson Worker; Cofferdam Worker; Powder Man & Dynamite Blaster; Creosote Worker; Mortar Mixer; Form Setter; Mason Tender; Plasterer Tender; Hod Carrier; Laser Beam set-up Man; Stonemason Tender; All Wet & Dry Vacuum Devices & Hazardous Waste Worker Level C

GROUP 3 - Gunitite Operator; Dry Sandblast; Hazardous Waste Worker Level A & B; Caustic Lime Worker & Radioactive Atmosphere Worker (When special wearing apparel required)

LAB00500-001 07/01/2008

WOOD COUNTY

	Rates	Fringes
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LABORER

GROUP 1.....	\$ 22.67	9.29
GROUP 2.....	\$ 22.87	9.29
GROUP 3.....	\$ 23.07	9.29
GROUP 4.....	\$ 23.17	9.29
GROUP 5.....	\$ 13.15	9.29
GROUP 6.....	\$ 16.17	9.29

LABORER CLASSIFICATIONS

GROUP 1 - Building & Construction; Signaller; Flagperson; Carpenter Tender; Utility Construction; Guard Rail Erector; Deep Cleaning; & Hazardous Waste (Level A)

GROUP 2 - Finisher Tender; Concrete Handler; Bottom Man; Scaffold Builder; Tunnel Laborer; Pipelayer; Air & Power Driven Tools; Burner on Demolition Work; Swinging Scaffold; Mucker; Caisson Worker; Cofferdam Worker; Powder Man & Dynamite Blaster; Creosote Worker; Mortar Mixer; Form Setter; Mason Tender; Plasterer Tender; Hod Carrier; Stonemason Tender & Hazardous Waste (Level B)

GROUP 3 - Gunite Operator & Hazardous Waste (Level C)

GROUP 4 - Hazardous Waste (Level D)

GROUP 5 - Parking & Landscaping

GROUP 6 - Installation of Fencing

FIREBRICK WORK OVER 50 FEET, EXPEDITERS, HOT PAY, BOTTOM MAN & TOP MAN - \$.75 PER HOUR OVER GROUP 1.

LABO0530-001 06/01/2006

GUERNSEY, MUSKINGUM, NOBLE & PERRY

Rates Fringes

LABORER

GROUP 1.....	\$ 20.12	5.80
GROUP 2.....	\$ 20.37	5.80
GROUP 3.....	\$ 20.62	5.80
GROUP 4.....	\$ 22.57	5.80

LABORER CLASSIFICATIONS

GROUP 1 - Building & Construction; Carpenter Tender; Tree Planter; Landscape Tree Trimmer; & Asbestos Removal, Hazardous Waste Removal

GROUP 2 - Air & Machine Driven Tool Operator; Asphalt Plant Aggrement Operator; Asphalt Plant Mixer Man; Car Pusher and Tunnel Laborer; Caulker; Cement Handler; Concrete Puddler (Behind Mixer); Curb Cutter & Setter; Cutting with Burning Torch; Dumpman; Hand Spiker (Railroad); Jackhammer Operator; Mucker (Tunnel & Caisson); Pipelayer; Proportioning Plant Operator; Pump Man; Road Form Setter; Sewer Bottom Man; Sheeting & Shoring Man; Vibrator Operator; & Yarnier & Wrench Man

GROUP 3 - Mason Tender; Mortar Mixer Man; Brick Slinger;
Stone Mason Tender; Plaster Tender; Lock Tender; Brick
Dropper

GROUP 4 - Powder Man or Blaster; & Toxic/Hazardous Waste

LABO0534-001 06/01/2006

BUTLER & WARREN

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 22.14	5.80
GROUP 2.....	\$ 22.24	5.80
GROUP 3.....	\$ 22.34	5.80
GROUP 4.....	\$ 22.47	5.80
GROUP 5.....	\$ 22.72	5.80
GROUP 6.....	\$ 22.49	5.80

LABORER CLASSIFICATIONS

GROUP 1 - Building & Common Laborer; All General Laborers
Including Landscaping; Rough Rider; All Pumps 4" or
Smaller; Small Pump Portable Generators - Bobcat to
Cleanup; Firewatch & Monitor (Safety Person)

GROUP 2 - Asphalt Raker; Tamper; Smoother; Hand Air Pump;
Hand Air Tamper Chisel; Power Tamper; Switch; Assemblies;
Handling & Laying Precast Concrete Floor & Deck

GROUP 3 - Concrete Specialist; Skid Steer (with attachments
to perform laborers' duties); Jack Hammer and Concrete
Busterman; Barco Tamper Man; Power Georgia Buggy Man; Power
Sweeper Man; Vibrator; Concrete Saw Man; Rail Spikers;
Acetylene Burner Pipe Layers; Bos'N or Cradleman; Bottom
Man; Chipping Hammer; Grade Checker; Form Cleanout and
Blowout Man; Red Concrete Coloring Man (Electrical Safety)

GROUP 4 - Mason Tender; Mortar Mixer & Scaffold Builder

GROUP 5 - Forklift for Mason; All Work involving Refractory
Materials including Demolition; Asbestos Removal &
Hazardous Waste Removal (Handling, control, removal,
abatement, encapsulation or disposal of asbestos &
hazardous waste)

GROUP 6 - Gunnite Man; Sand Blaster; Concrete & Grout Pump &
Hose Man; Blast Trac; Miner & Mucker, Free Air; Powderman
or Blaster; Mortar or Gypsum Machineman; Scuba Diver

LABO0574-001 05/01/2008

	Rates	Fringes
LABORER		
DELAWARE COUNTY		
GROUP 1.....	\$ 21.28	6.75
GROUP 2.....	\$ 21.59	6.75

GROUP 3.....	\$ 21.90	6.75
GROUP 4.....	\$ 22.21	6.75
HANCOCK, SENECA & WYANDOT COUNTIES		
GROUP 1.....	\$ 22.85	6.75
GROUP 2.....	\$ 23.15	6.75
GROUP 3.....	\$ 23.35	6.75
GROUP 4.....	\$ 23.55	6.75

LABORER CLASSIFICATIONS

GROUP 1: Building & Construction; Signalman; Flagman; Carpenter Tender; Finisher Tender; Concrete Handler; Utility Construction; Guard Rail Erector; Fence Installer; Caulker; & Hazardous Waste (Level A)

GROUP 2: Bottom Man; Scaffold; Mucker; Caisson Worker; Powder Man; Dynamite Blaster; Creosote Worker; Mortar Mixer; Form Setter; Plasterer Tender; Hod Carrier; Stonemason Tender & Hazardous Waste (Level B)

GROUP 3: Mason Tender; Guniting Operator & Hazardous Waste (Level C)

GROUP 4: Hazardous Waste (Level D)

LABO0639-001 06/01/2008

MONROE, MORGAN & WASHINGTON

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 25.77	6.75
GROUP 2.....	\$ 26.12	6.75

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Plant Agfremeter; Asphalt Plant Miner Man; Brick Slinger; Building & Construction; Car Pusher & Tunnel Laborer; Carpenter Tender; Cement Handler; Concrete Puddler Behind Mixer; Concrete Smoother; Drum Fireperson; Dump Man Batch Truck; Flagperson; Landscape Planter; Proportioning Plant Operator; Rammer Man; & Spreader Box Man

GROUP 2 - Air, Gas or Machine Driven Tool; Asphalt Raker; Tamper, Forker, Shoveler or Smoother; Caulker, Yarnier & Wrenchman; Cement Mason Tender; Curb Setter & Cutter; Form Setter; Grade Checker; Jackhammer Operator; Mason Tender; Mortar Mixer; Mucker (Tunnel & Caisson); Pipelayer; Pump Man (4" & Under); Sewer Bottom Man; Sheeting & Shoring Man; Stonemason Tender; Vibrator Operator; Plasterer Tender; Hand Spiker (Railroad); Concrete & Georgia Buggy Pusher; Deep Trench Work (Over 6'); Cutting & Burning Torch; Hydro-Water Jet Operator; Brick Dropper; Lock Tender; Miner (Tunnel & Caisson); Powderman or Blaster; & Signalperson

LABO0809-001 07/01/2008

HARRISON & JEFFERSON

	Rates	Fringes
LABORER.....	\$ 22.12	7.50

Asbestos Work; Hazardous Waste Work; Instrument & Laser; and Lead Based Paint Removal - Additional \$.50 per hour

Hot Pay - Additional \$1.00 per hour when working with other crafts receiving hot pay

LAB01015-001 05/01/2008

WAYNE

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 22.22	6.75
GROUP 2.....	\$ 22.62	6.75
GROUP 3.....	\$ 22.97	6.75
GROUP 4.....	\$ 22.82	6.75

LABORER CLASSIFICATIONS

GROUP 1 - Building & Construction; Signalman; Flagman; Carpenter Tender; Finisher Tender; Concrete Handler; Utility Construction; Guard Rail Erector; & Hazardous Waste Removal (Level D) Personal Protective Equipment (PPE)

GROUP 2 - Bottom Man; Scaffold Builder; Tunnel; Pipe Layer; Air & Power Driven Tool; Burner on Demolition Work; Swinging Scaffold; Mucker; Caisson Worker; Cofferdam Worker; Powder Man & Dynamite Blaster; Creosote Worker; Form Setter; Plasterer Tender; Hod Carrier; All Confined Space Work; Furnaces; Pickel Tubs; Acid Pits & Hazardous Waste Removal (Level C) Personal Protective Equipment (PPE)

GROUP 3 - Mason Tender; Mortar Mixer; Stonemason Tender; Skid, Steer Loader; & Hazardous Waste Removal (Level B) Personal Protective Equipment (PPE)

GROUP 4 - Gunnite Operator; & Hazardous Waste Removal (Level A) Personal Protective Equipment (PPE).

LAB01149-002 12/01/2008

BELMONT

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 20.27	10.40
GROUP 2.....	\$ 20.27	10.40
GROUP 3.....	\$ 20.77	10.40
GROUP 4.....	\$ 21.27	10.40

LABORER CLASSIFICATIONS

GROUP 1 - Unskilled; Carpenter Tender; Flagman; Demolition

Worker; Fire Watch; & Landscaper

GROUP 2 - Powderman on Concrete Pump Hose; Semi-skilled Laborer; Scaffold Builder; Chainmen & Rodmen; Grade Checker; Signalman; Tenders of: Brickmasons, Plasterers, Cement Finishers, Stonemasons, Lathers & Tile Setters; Mortar Mixer; Operators of: Jackhammers, Forklifts, Bobcats, Vibrators, Tampers, Pavement Busters, Chipping & Peening Hammers, Air Siphon & Air Pumps, Concrete Saws, Power Saws, Chain Saws, Motorized Buggies, Post Hole Diggers, Lance and/or Water Blasters & Batch House Scales; Riprap Finisher; Concrete Specialist; Concrete Technician; Sheeter & Shorer; Asphalt Raker; Persons Working with: Mastic Asphalt, Acid Brick, Acid & Creosote; Nozzleman for Gunnite or Sandblasting; Demolition Worker; Ride or Walk Roller Tamper; Deep Ditch Vertical & Manholes 6 ft. or more; & Scaffolding Work over 50 ft. (inside or out)

GROUP 3 - Blacksmith; Powderman; Air Track Operator; Pipe Layer; & Burner

GROUP 4 - Asbestos Worker; Hazardous Waste Worker; & Lead Based Paint Removal Laborer

LABO1216-001 06/01/2008

ASHLAND, CRAWFORD, KNOX, MORROW & RICHLAND

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 24.17	6.50
GROUP 2.....	\$ 24.37	6.50
GROUP 3.....	\$ 24.67	6.50

LABORER CLASSIFICATIONS

GROUP 1 - Building & Construction Laborer; Signalman; Flagman; Carpenter Tender; Finisher Tender; Concrete Handler; Utility Construction Laborer; Guard Rail Erector; Asbestos Handler; Hazardous Waste (Levels C & D)

GROUP 2 - Bottom Man; Tunnel Laborer; Pipe Layer; Air & Power Driven Tool; Burner on Demolition Work; Swinging Scaffold; Mucker; Caisson Worker; Cofferdam Worker; Powder Man & Dynamite Blaster; Creosote Worker; Form Setter; Plasterer Tender; Hod Carrier; Laser Beam Set-up Man; Gunite Operator; Hazardous Waste (Levels A & B)

GROUP 3 - Stonemason Tender; Scaffold Builder; Mason Tender; Mortar Mixer

LABO1410-001 06/01/2008

GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 21.65	6.75

GROUP 2.....	\$ 22.25	6.75
GROUP 3.....	\$ 22.75	6.75

LABORER CLASSIFICATIONS

GROUP 1 - Building & Construction Laborer; Railroad Laborers, Asbestos and Hazardous Waste (Levels A, B, C, & D); Concrete Crew, Form Setter, Pipelayer; Bottom Man; Burner (Cutting Torch); All Machine & Power Driven Tools; Sandblaster; Yardman - Landscaping; Sewer Jet; Waterperson; Unloading of Furniture & Fixtures; Final Clean-Up; Signal Men

GROUP 2 - Mason Tender for Bricklayers; Flexicore; Firebrick Tender (Blast Furnaces, Soaking Pits, Stoves & Stacks); Plasterer Tenders

GROUP 3 - Tender Operator

 PAIN0006-013 07/01/2007

OTTAWA (Excluding Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

Rates Fringes

PAINTER (NEW COMMERCIAL BUILDING WORK)

GROUP 1.....	\$ 24.76	10.69
GROUP 2.....	\$ 25.01	10.69
GROUP 3.....	\$ 25.26	10.69
GROUP 4.....	\$ 25.51	10.69
GROUP 5.....	\$ 25.46	10.69
GROUP 6.....	\$ 25.76	10.69

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Paperhanger; Drywall Taper & Finisher; Spray & Sandblasting Pot Tender

GROUP 2 - All Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish; Lead Paint Abatement

GROUP 5 - All Methods of Spray, Paint or any Material Applied with a Pressure Device

GROUP 6 - Solvent Based Material; Sand and Abrasive Blasting

 PAIN0006-020 07/01/2007

ALLEN & AUGLAIZE

	Rates	Fringes
PAINTER		
Brush, Roller, & Spray (of waterbourne products).....	\$ 21.05	8.20
Drywall Finishing & Taping..	\$ 21.50	8.20
Lead Abatement.....	\$ 24.35	8.20
Sandblasting, Pressure Cleaning & Spray (of alkyd, epoxys and petroleum based products)...	\$ 21.80	8.20
Swing Stage, Chair, Spiders & Cherry Pickers....	\$ 21.30	8.20
Wallcoverings.....	\$ 21.30	8.20

All Surfaces 40 ft. or over where material is applied to or labor performed on, above ground level (exterior), floor level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

PAIN0006-025 09/01/2004

ALLEN, AUGLAIZE, HANCOCK & WYANDOT (W. half)

	Rates	Fringes
GLAZIER.....	\$ 17.11	4.55

PAIN0012-007 06/14/2008

BUTLER

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 23.10	6.83
GROUP 2.....	\$ 23.60	6.83
GROUP 3.....	\$ 23.85	6.83
GROUP 4.....	\$ 24.10	6.83

PAINTERS CLASSIFICATIONS

GROUP 1: Brush & Roller; Paperhanger; & Drywall Taping

GROUP 2: Spray

GROUP 3: Sandblasting; & Waterblasting

GROUP 4: Lead Abatement

PAIN0012-009 06/14/2008

BROWN, CLERMONT, CLINTON & WARREN

	Rates	Fringes
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PAINTER

GROUP 1.....	\$ 23.10	6.83
GROUP 2.....	\$ 23.60	6.83
GROUP 3.....	\$ 23.85	6.83
GROUP 4.....	\$ 24.10	6.83

PAINTER CLASSIFICATIONS

GROUP 1: Brush; Roller; Paperhanger & Drywall Taping

GROUP 2: Spray

GROUP 3: Sandblasting; Waterblasting

GROUP 4: Lead Abatement

PAIN0012-013 11/01/2008

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY & ROSS

	Rates	Fringes
PAINTER		
Brush; Paperhanger; Roller; & Wall Washing.....	\$ 23.10	8.49
Drywall Sander.....	\$ 22.85	8.49
Drywall Taper & Finisher....	\$ 23.50	8.49
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 23.80	8.49
Spray.....	\$ 23.60	8.49
Structural Steel & Swing Stage.....	\$ 23.40	8.49

PAIN0053-002 12/01/2008

MONROE, NOBLE & WASHINGTON

	Rates	Fringes
GLAZIER.....	\$ 25.99	7.30

PAIN0091-008 12/01/2008

BELMONT, GUERNSEY, HARRISON, HOCKING, MORGAN & VINTON

	Rates	Fringes
GLAZIER.....	\$ 25.10	9.60

PAIN0091-009 12/01/2008

JEFFERSON

	Rates	Fringes
GLAZIER.....	\$ 24.60	9.00

PAIN0093-002 12/01/2008

GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE & WASHINGTON

	Rates	Fringes
PAINTER (Painters; Drywall Finishers; Wall Covers & Dryvit and Stucco).....	\$ 22.72	10.00

PAIN0181-002 05/01/2007

ERIE (Excluding NW tip to Route #4), & HURON (NE part)

	Rates	Fringes
GLAZIER.....	\$ 27.67	10.85

PAIN0249-001 05/01/2008

GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
PAINTER		
GROUP 1 - Brush; Roller.....	\$ 22.29	7.48
GROUP 2 - Spackling & Drywall Finishing; Vinyl - Paper Wallcovering.....	\$ 22.64	7.48
GROUP 3 - Swing & Scaffold; Structural Steel; High Tension Electrical Equipment; Hot Pipes.....	\$ 22.70	7.48
GROUP 4 - Spray; Sandblasting; Steam Cleaning; & Lead Paint Abatement.....	\$ 23.04	7.48
GROUP 5 - Steeplejack Work - Church Steeples, Smoke Stacks & Hazardous Work.....	\$ 23.24	7.48
GROUP 6 - Coal Tar.....	\$ 23.79	7.48

PAIN0356-001 07/01/2008

KNOX, LICKING, MUSKINGUM & PERRY

	Rates	Fringes
PAINTER		
Brush; Roller; Paperhanger; Wall Washer; Drywall Sander; Drywall Taper & Finisher.....	\$ 20.43	6.95
Sandblasting; Steam Cleaning; Waterblasting & Hazardous Work.....	\$ 25.35	6.95
Spray.....	\$ 20.93	6.95
Structural Steel & Swing Stage.....	\$ 24.95	6.95
Tanks; Stacks & Towers.....	\$ 28.16	6.95

 PAIN0372-001 11/01/2007

DELAWARE, FAIRFIELD, FAYETTE (West of State Rte. #41),
 FRANKLIN, JACKSON, LICKING, MADISON, MUSKINGUM, PERRY,
 PICKAWAY, PIKE, & ROSS

	Rates	Fringes
GLAZIER.....	\$ 23.00	9.87+a

FOOTNOTE: a. 1 Paid Holiday: Labor Day

 PAIN0387-001 11/01/2008

ADAMS, BROWN, BUTLER, CLERMONT, CLINTON, FAYETTE (Eastern
 part), GREENE, HIGHLAND, MIAMI, MONTGOMERY, PREBLE & WARREN

	Rates	Fringes
GLAZIER.....	\$ 23.70	10.35

 PAIN0406-003 06/01/2007

ASHLAND, CRAWFORD, HURON (S. half), KNOX, MORROW, RICHLAND,
 AND WYANDOT (E. half)

	Rates	Fringes
GLAZIER.....	\$ 22.82	8.30

 PAIN0438-001 12/01/2008

BELMONT, HARRISON & JEFFERSON

	Rates	Fringes
PAINTER (Painter, Drywall Finisher, Wall Covers & Dryvit and Stucco).....	\$ 22.55	10.00

 PAIN0555-001 06/01/2008

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 21.22	11.47
GROUP 2.....	\$ 22.34	11.47

 PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Roller; Taping; & Wallcovering

GROUP 2 - Floor Sanding; Power Tools; Sandblasting; Spray;
 Steam Cleaning; Pressure Washing; Lead Abatement; Hazardous

Waste, Toxic Materials; Epoxy & Two Component Materials

PAIN0603-001 06/01/2008

COSHOCTON, HOLMES, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 20.25	8.65
Drywall Taper With Machines.\$	21.00	8.65
Drywall Taper.....	\$ 20.65	8.65
Paperhanger.....	\$ 20.35	8.65
Spray.....	\$ 20.75	8.65

Wipe Down Man & Taper, Swing Stage, Ladder Jack & Window Jack
 - Plus \$.30 per hour

Epoxy Application: Class 3 - Plus \$.50 per hour; Class 4 -
 Plus \$1.00 per hour

Drywall Finisher - When using journeyman's own stilts or
 automatic tools: Plus \$.80 per hour

PAIN0639-001 05/01/2003

	Rates	Fringes
Sign Painter & Erector.....	\$ 17.57	4.55+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day;
 July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1
 Floating Day
 b. Vacation Pay: After 1 year's service - 5 days' paid
 vacation; After 2, but less than 10 years' service - 10
 days' paid vacation; After 10, but less than 20 years'
 service - 15 days' paid vacation; After 20 years' service -
 20 days' paid vacation
 c. Funeral leave up to 3 days maximum paid leave for death of
 mother, father, brother, sister, spouse, child,
 mother-in-law, father-in-law, grandparent and inlaw
 provided employee attends funeral

PAIN0788-001 06/01/2008

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MORROW, OTTAWA (Allen,
 Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle
 Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa),
 RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 21.80	8.71
Drywall.....	\$ 22.80	8.71
Paperhanging.....	\$ 22.20	8.71
Structural Steel.....	\$ 23.40	8.71

WINTER REPAINT: Between December 1 to March 31 - 90% JR

\$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable.

While operating sprayguns, sandblasting, cobblasting, high pressure waterblasting (4000 psi), and for automatic taping and finishing tools for drywall.

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy that is deemed hazardous, lead abatement, or for work or material where special precautions beyond normal work duties must be taken.

For working on stacks, tanks, and towers over 40 feet in height.

PAIN0948-001 07/01/2008

ERIE (NW tip of county to Route #4), OTTAWA, SANDUSKY, SENECA, & WOOD

	Rates	Fringes
GLAZIER.....	\$ 27.73	9.76

PAIN0970-006 12/01/2008

VINTON

	Rates	Fringes
PAINTER (Painter, Drywall Finisher, Wall Covers & Dryvit and Stucco).....	\$ 22.68	10.00

PAIN1162-001 05/01/2008

COSHOCTON, HOLMES, TUSCARAWAS & WAYNE

	Rates	Fringes
GLAZIER.....	\$ 22.31	10.00

PAIN1195-004 12/01/2008

SCIOTO

	Rates	Fringes
GLAZIER.....	\$ 27.50	5.70

PLAS0001-001 06/22/2004

BROWN, BUTLER, CLEMONT, HIGHLAND & WARREN COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 20.65	7.25

 PLAS0001-007 06/01/2002

ASHLAND, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN,
 HOCKING, KNOX, LICKING, MADISON, MORGAN, MORROW, MUSKINGUM,
 PERRY, PICKAWAY, RICHLAND, ROSS & WYANDOT (Excluding Tymochtee,
 Crawford, Ridge & Richland Townships)

	Rates	Fringes
PLASTERER.....	\$ 21.31	6.80

 PLAS0001-008 06/01/2002

ASHLAND, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN,
 HOCKING, KNOX, LICKING, MADISON, MORGAN, MORROW, MUSKINGUM,
 PERRY, PICKAWAY, RICHLAND, ROSS & WYANDOT (Excluding the
 townships of Tymochtee, Crawford, Ridge & Richland)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	20.98	6.80

 PLAS0001-009 06/01/2004

MONROE, NOBLE & WASHINGTON

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	22.51	7.99

 PLAS0001-010 06/01/2003

MONROE, NOBLE & WASHINGTON

	Rates	Fringes
PLASTERER.....	\$ 22.21	7.22

 PLAS0039-001 07/01/2005

BELMONT, HARRISON & JEFFERSON

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	23.50	7.43

 PLAS0039-002 07/01/2005

BELMONT, HARRISON & JEFFERSON

	Rates	Fringes
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PLASTERER.....\$ 23.90 6.85

 PLAS0132-001 06/01/2004

CLINTON, GREENE, MIAMI, MONTGOMERY & PREBLE

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 20.18 9.35

 PLAS0132-003 05/01/2004

CLINTON, GREENE, MIAMI, MONTGOMERY & PREBLE

Rates Fringes

PLASTERER.....\$ 22.00 7.95

 PLAS0132-005 06/01/2008

BROWN, BUTLER, CLERMONT, HIGHLAND & WARREN

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 22.10 8.95

 PLAS0132-009 06/01/2006

ADAMS, JACKSON, PIKE & SCIOTO

Rates Fringes

Cement Mason/Plasterer.....\$ 26.63 10.95

 PLAS0886-001 07/01/2007

HANCOCK & WOOD

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 27.39 13.48

 PLAS0886-003 07/01/1999

ALLEN & AUGLAIZE

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 20.35 7.00

 PLAS0886-004 07/01/2007

ALLEN, AUGLAIZE, HANCOCK & WOOD (Excluding Perry & Bloom Townships)

Rates Fringes

Drywall.....\$ 26.01 11.78

PLASTERER.....\$ 27.52 11.78

 PLUM0042-001 07/01/2008

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, MORROW, RICHLAND & WYANDOT

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 27.50	14.95

PLUM0050-001 09/29/2008

HANCOCK, OTTAWA, SANDUSKY, SENECA & WOOD

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 33.45	17.64

PLUM0083-001 07/01/2007

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 28.76	14.68

PLUM0094-001 05/24/2008

WAYNE

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 27.60	14.17

PLUM0162-001 06/01/2008

CLINTON, FAYETTE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 27.50	16.07

PLUM0168-001 06/01/2008

MONROE (South of Rte. #78), MORGAN (South of Rte. #78) &
WASHINGTON

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 29.73	15.32

PLUM0189-001 06/01/2008

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON,
PERRY, PICKAWAY & ROSS

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 30.01	15.48

 PLUM0392-001 06/01/2008

BROWN, BUTLER, CLERMONT & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 28.39	14.30

 PLUM0495-001 06/01/2008

SHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South to State Rte. #78 & from McConnelville west on State Rte. #37 to the Perry County Line), MUSKINGUM, NOBLE & TUSCARAWAS

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 29.23	14.38

 PLUM0577-001 06/01/2008

ADAMS, HIGHLAND, JACKSON, PIKE, SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter		
Manufacturing Plants,		
Testing Facilities,		
Enrichment Plants,		
Compressor Stations, Power		
Generating Plants, Coke		
Plants, Co-Generation		
Plants, Chemical Plants,		
Incinerators & Steel Mills..	\$ 29.45	16.22
All Other Work.....	\$ 25.70	16.22

 PLUM0776-001 07/01/2008

ALLEN & AUGLAIZE

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 29.05	14.85

 ROOF0042-001 08/01/2007

BROWN, BUTLER, CLERMONT & WARREN

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply		

Roofs		
Pitch.....	\$ 26.18	10.30
Roofer.....	\$ 25.18	10.30

 ROOF0044-001 05/01/2008

ERIE, OTTAWA & SANDUSKY

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 26.95	14.30

 ROOF0075-001 05/01/2006

CLINTON, GREENE, HIGHLAND, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply Roofs		
Composition, Damp & Waterproof.....	\$ 20.85	9.32
Slate, Tile & Asbestos.....	\$ 21.07	9.32

 ROOF0086-001 09/01/2005

AUGLAIZE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HOCKING,
 KNOX, LICKING, MADISON, MORROW, PERRY, PICKAWAY, ROSS & WYANDOT

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 22.16	8.90

 ROOF0088-001 06/01/2008

ASHLAND, COSHOCTON, CRAWFORD, HOLMES, HURON, RICHLAND, SENECA,
 TUSCARAWAS & WAYNE

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 23.25	10.39

 ROOF0134-001 07/01/2007

ALLEN, HANCOCK & WOOD

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 23.85	14.945

 ROOF0185-001 06/01/2008

ADAMS, JACKSON, PIKE, SCIOTO & VINTON

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 26.00	9.76

ROOF0188-001 07/01/2008

BELMONT, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply Roofs		
Coal Tar Pitch & Waterproofing.....	\$ 24.82	9.85
Roofer.....	\$ 24.57	9.85

ROOF0242-001 06/01/2007

GUERNSEY, MORGAN, MUSKINGUM, NOBLE & WASHINGTON

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 22.94	9.03

* SFOH0669-001 04/01/2009

ADAMS, ALLEN, ASHLAND, AUGLAIZE, BELMONT, BROWN, BUTLER,
CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DELAWARE, ERIE,
FAIRFIELD, FAYETTE, FRANKLIN, GREENE, GUERNSEY, HANCOCK,
HARRISON, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON,
KNOX, LICKING, MADISON, MIAMI, MONROE, MONTGOMERY, MORGAN,
MORROW, MUSKINGUM, NOBLE, OTTAWA, PERRY, PICKAWAY, PIKE,
PREBLE, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, TUSCARAWAS,
VINTON, WARREN, WASHINGTON, WAYNE, WOOD & WYANDOT

	Rates	Fringes
SPRINKLER FITTER.....	\$ 32.70	15.80

* SHEE0024-001 03/01/2009

ALLEN, AUGLAIZE, BUTLER, CLINTON, GREENE, MIAMI, MONTGOMERY,
PREBLE, WARREN & WYANDOT

	Rates	Fringes
Sheet metal worker.....	\$ 25.57	16.36

SHEE0024-002 06/01/2008

BROWN, CLERMONT & HIGHLAND

	Rates	Fringes
Sheet metal worker.....	\$ 27.33	14.66

SHEE0024-007 06/01/2008

ADAMS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY,
HOCKING, JACKSON, KNOX, LICKING, MADISON, MORGAN, MORROW,
MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO & VINTON

	Rates	Fringes
Sheet metal worker.....	\$ 25.05	17.57

SHEE0033-004 06/01/2008

ASHLAND, COSHOCTON, CRAWFORD, HOLMES, RICHLAND, TUSCARAWAS &
WAYNE

	Rates	Fringes
Sheet metal worker.....	\$ 27.14	15.48

SHEE0033-006 06/01/2008

ERIE, HURON & SANDUSKY

	Rates	Fringes
Sheet metal worker.....	\$ 25.48	14.84

SHEE0033-009 06/01/2008

WASHINGTON

	Rates	Fringes
Sheet metal worker.....	\$ 26.26	16.50

SHEE0033-011 07/01/2008

BELMONT, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
Sheet metal worker.....	\$ 25.85	15.13

TEAM0020-001 05/01/2008

ERIE, HANCOCK (From the southern boundary of the city of
Findlay to the northern boundary of Hancock County), HURON,
OTTAWA, SANDUSKY, SENECA & WOOD COUNTIES

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 24.69	10.01
GROUP 2.....	\$ 26.33	10.01

GROUP 1 - Pickup; Straight; Single Axle; Tandem Axle

GROUP 2 - Heavy Duty; Five Axle or Over; Winch; Carry-Alls;
Low Boy; Articulating Dump

TEAM0092-003 07/01/2008

COSHOCTON, FAIRFIELD, GUERNSEY, HARRISON, HOCKING, JEFFERSON
(South to Short Creek), LICKING, MORGAN, MUSKINGUM, NOBLE &
PERRY COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 21.39	9.87
GROUP 2.....	\$ 21.43	9.87
GROUP 3.....	\$ 21.47	9.87
GROUP 4.....	\$ 22.17	9.87
GROUP 5.....	\$ 22.29	9.87

CLASSIFICATIONS

GROUP 1 - End Dump; Dumpster; Turnarocker; Ross Carrier;
Athry Wagon; Greaser; Tiremen; Articulated Dump

GROUP 2 - Flatboy Material Tuck, Dump & and Semi-Dump
Truck; Semi Trailer & Tractor Trailer

GROUP 3 - Tank Trucks (straight & semi)

GROUP 4 - Mechanic

GROUP 5 - Lowboy Trailer; Winch Truck; A-Frame; Forktruck;
Distributor Truck (front & back end) & Truck Crane

TEAM0175-001 06/01/2008

WASHINGTON

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 22.07	a
GROUP 2.....	\$ 22.17	a
GROUP 3.....	\$ 22.32	a
GROUP 4.....	\$ 22.47	a
GROUP 5.....	\$ 22.72	a
GROUP 6.....	\$ 22.82	a
GROUP 7.....	\$ 22.97	a

FOOTNOTE: a. \$1,924.31 per month

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Pick-Up; Panel; John Deere Gators or Similar Equipment

GROUP 2 - Flat Body Material (Straight Jobs); Dump (Up to 5 cu. yds.); Greaser; Tank (Straight)

GROUP 3 - Dump (5 cu. yds. & over); Semi-Dump; Semi-Trailer (whether Flat, Rack or Pole and hauled or pushed by truck or tractor); Agitator or Mixed (Up to 5 cu. yds.); Tank (Semi); & Monorail

GROUP 4 - Low Boy Trailer; Winch; Fork; Distributor (Front & Back End); Truck Crane; Agitator or Mixer (5 cu. yds. & over); Hydraulic Tail Gate; & Farm Type Tractor

GROUP 5 - Euclid; Dumpster; Turnarocker; Ross Carrier; Athey Wagon or Similar Equipment; A-Frame; Hydrolift; & Dual Purpose

GROUP 6 - Mechanic

GROUP 7 - Master Mechanic (3 or more mechanics employed)

TEAM0697-001 07/01/2008

BELMONT, JEFFERSON (North to Short Creek) & MONROE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1 - Pickup.....	\$ 21.84	11.87
GROUP 2 - Greaser.....	\$ 21.85	11.87
GROUP 3 - Flatbed Material; Dump & Semi-Dump..	\$ 21.89	11.87
GROUP 4 - Tank (straight & semi).....	\$ 21.92	11.87
GROUP 5 - Semi-Tractor Trailer.....	\$ 21.94	11.87
GROUP 6 - Pole-Trailer.....	\$ 22.04	11.87
GROUP 7 - Agitator & Mixer (Up to 5 cu. yds.)....	\$ 22.12	11.87
GROUP 8 - Euclid; Dumpster; Turnarocker; Ross Carrier; & Athey Wagon..	\$ 22.17	11.87
GROUP 9 - Agitator & Mixer (Over 5 cu. yds.).....	\$ 22.20	11.87
GROUP 10 - Lowboy Trailer; Winch; Fork & Distributor (Front & Back End); & Truck Crane.....	\$ 22.47	11.87
GROUP 11 - A-Frame.....	\$ 22.54	11.87
Group 12 - Mechanic.....	\$ 22.57	11.87

TEAM0908-001 05/22/2008

ALLEN, AUGLAIZE & HANCOCK (From the southern boundary of the city of Findlay to the southern boundary of Hancock County)

	Rates	Fringes
TRUCK DRIVER		
Lowboy.....	\$ 21.66	5.51+a

FOOTNOTE: a. \$182.50 per week

 TEAM9999-001 05/01/2005

ADAMS, ASHLAND, BROWN, BUTLER, CLERMONT, CLINTON, CRAWFORD,
 DELAWARE, FAYETTE, FRANKLIN, GREENE, HIGHLAND, HOLMES, JACKSON,
 KNOX, MADISON, MIAMI, MONTGOMERY, MORROW, PICKAWAY, PIKE,
 PREBLE, RICHLAND, ROSS, SCIOTO, TUSCARAWAS, VINTON, WARREN,
 WAYNE, & WYANDOT

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 20.59	8.57
GROUP 2.....	\$ 21.01	8.57

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service;
 4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination; Fuel; Pole Trailer;
 Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When
 Operated From Cab; 5 Axles & Over; Belly Dump; End Dump;
 Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck
 Mechanic

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

Unlisted classifications needed for work not included within
 the scope of the classifications listed may be added after
 award only as provided in the labor standards contract clauses
 (29CFR 5.5 (a) (1) (ii)).

 In the listing above, the "SU" designation means that rates
 listed under the identifier do not reflect collectively
 bargained wage and fringe benefit rates. Other designations
 indicate unions whose rates have been determined to be
 prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
 be:

- * an existing published wage determination
- * a survey underlying a wage determination

- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

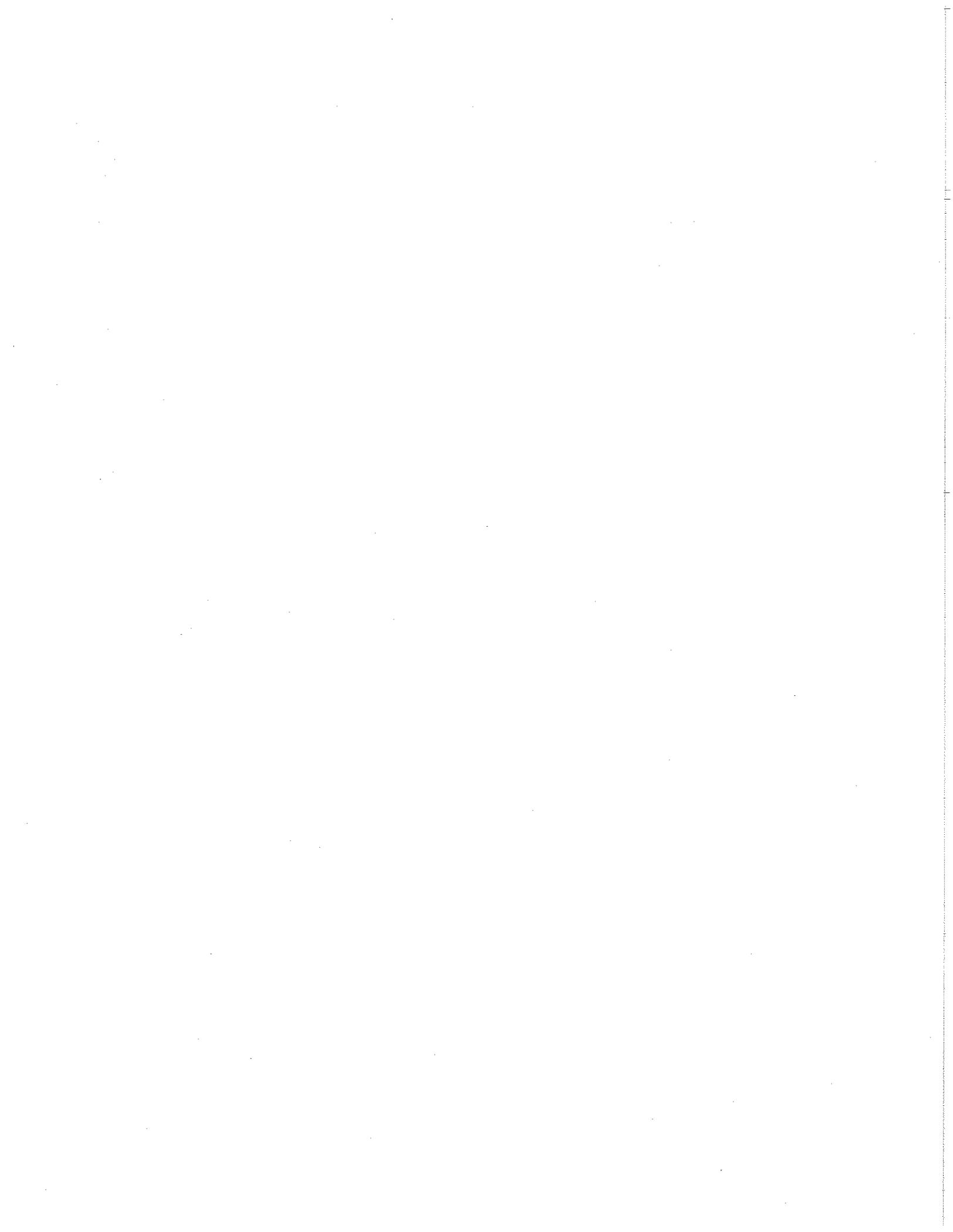
The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION



SECTION J – ATTACHMENT 9

SERVICE CONTRACT ACT WAGE DETERMINATION

(10 pages excluding this cover page)

WD 05-2424 (Rev.-9) was first posted on www.wdol.gov on 06/02/2009

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Shirley F. Ebbesen	Division of		Wage Determination No.: 2005-2424
Director	Wage Determinations		Revision No.: 9
			Date Of Revision: 05/26/2009

State: Ohio

Area: Ohio Counties of Adams, Athens, Gallia, Highland, Hocking, Jackson, Lawrence, Meigs, Pike, Ross, Scioto, Vinton

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		10.88
01012 - Accounting Clerk II		12.56
01013 - Accounting Clerk III		14.03
01020 - Administrative Assistant		15.88
01040 - Court Reporter		16.81
01051 - Data Entry Operator I		10.39
01052 - Data Entry Operator II		12.05
01060 - Dispatcher, Motor Vehicle		17.05
01070 - Document Preparation Clerk		12.16
01090 - Duplicating Machine Operator		12.16
01111 - General Clerk I		9.84
01112 - General Clerk II		10.75
01113 - General Clerk III		12.04
01120 - Housing Referral Assistant		14.77
01141 - Messenger Courier		11.02
01191 - Order Clerk I		10.39
01192 - Order Clerk II		11.54
01261 - Personnel Assistant (Employment) I		12.96
01262 - Personnel Assistant (Employment) II		14.51
01263 - Personnel Assistant (Employment) III		16.17
01270 - Production Control Clerk		16.68
01280 - Receptionist		9.83
01290 - Rental Clerk		9.81
01300 - Scheduler, Maintenance		11.84
01311 - Secretary I		11.84
01312 - Secretary II		13.21
01313 - Secretary III		14.77
01320 - Service Order Dispatcher		15.16
01410 - Supply Technician		15.88
01420 - Survey Worker		11.07
01531 - Travel Clerk I		11.67
01532 - Travel Clerk II		12.45
01533 - Travel Clerk III		13.20
01611 - Word Processor I		10.80
01612 - Word Processor II		12.07
01613 - Word Processor III		13.55
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		17.19
05010 - Automotive Electrician		16.53

05040 - Automotive Glass Installer	15.80
05070 - Automotive Worker	15.80
05110 - Mobile Equipment Servicer	14.36
05130 - Motor Equipment Metal Mechanic	17.19
05160 - Motor Equipment Metal Worker	15.80
05190 - Motor Vehicle Mechanic	16.70
05220 - Motor Vehicle Mechanic Helper	14.27
05250 - Motor Vehicle Upholstery Worker	15.07
05280 - Motor Vehicle Wrecker	15.80
05310 - Painter, Automotive	16.53
05340 - Radiator Repair Specialist	15.80
05370 - Tire Repairer	13.87
05400 - Transmission Repair Specialist	17.19
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.60
07041 - Cook I	13.33
07042 - Cook II	14.60
07070 - Dishwasher	10.28
07130 - Food Service Worker	10.28
07210 - Meat Cutter	14.60
07260 - Waiter/Waitress	11.16
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.53
09040 - Furniture Handler	11.89
09080 - Furniture Refinisher	16.53
09090 - Furniture Refinisher Helper	13.65
09110 - Furniture Repairer, Minor	15.07
09130 - Upholsterer	16.53
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.28
11060 - Elevator Operator	10.28
11090 - Gardener	13.33
11122 - Housekeeping Aide	10.28
11150 - Janitor	10.28
11210 - Laborer, Grounds Maintenance	11.16
11240 - Maid or Houseman	9.35
11260 - Pruner	10.28
11270 - Tractor Operator	12.62
11330 - Trail Maintenance Worker	11.16
11360 - Window Cleaner	11.16
12000 - Health Occupations	
12010 - Ambulance Driver	11.61
12011 - Breath Alcohol Technician	13.84
12012 - Certified Occupational Therapist Assistant	19.28
12015 - Certified Physical Therapist Assistant	18.61
12020 - Dental Assistant	13.19
12025 - Dental Hygienist	25.02
12030 - EKG Technician	19.55
12035 - Electroneurodiagnostic Technologist	19.55
12040 - Emergency Medical Technician	11.61
12071 - Licensed Practical Nurse I	12.30
12072 - Licensed Practical Nurse II	13.80
12073 - Licensed Practical Nurse III	15.44
12100 - Medical Assistant	11.33
12130 - Medical Laboratory Technician	14.66
12160 - Medical Record Clerk	12.20
12190 - Medical Record Technician	13.77
12195 - Medical Transcriptionist	11.99
12210 - Nuclear Medicine Technologist	28.07
12221 - Nursing Assistant I	8.88

12222 - Nursing Assistant II	10.00
12223 - Nursing Assistant III	10.89
12224 - Nursing Assistant IV	12.23
12235 - Optical Dispenser	13.73
12236 - Optical Technician	11.80
12250 - Pharmacy Technician	12.39
12280 - Phlebotomist	12.23
12305 - Radiologic Technologist	21.96
12311 - Registered Nurse I	21.18
12312 - Registered Nurse II	25.92
12313 - Registered Nurse II, Specialist	25.92
12314 - Registered Nurse III	31.37
12315 - Registered Nurse III, Anesthetist	31.37
12316 - Registered Nurse IV	37.57
12317 - Scheduler (Drug and Alcohol Testing)	17.15
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.72
13012 - Exhibits Specialist II	20.72
13013 - Exhibits Specialist III	23.44
13041 - Illustrator I	16.72
13042 - Illustrator II	20.72
13043 - Illustrator III	23.44
13047 - Librarian	22.95
13050 - Library Aide/Clerk	10.20
13054 - Library Information Technology Systems Administrator	20.72
13058 - Library Technician	13.45
13061 - Media Specialist I	14.95
13062 - Media Specialist II	16.60
13063 - Media Specialist III	18.42
13071 - Photographer I	13.81
13072 - Photographer II	15.45
13073 - Photographer III	19.14
13074 - Photographer IV	22.69
13075 - Photographer V	24.08
13110 - Video Teleconference Technician	14.95
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.61
14042 - Computer Operator II	18.72
14043 - Computer Operator III	21.15
14044 - Computer Operator IV	22.66
14045 - Computer Operator V	25.09
14071 - Computer Programmer I	(see 1) 19.77
14072 - Computer Programmer II	(see 1) 24.22
14073 - Computer Programmer III	(see 1) 27.62
14074 - Computer Programmer IV	(see 1) 27.62
14101 - Computer Systems Analyst I	(see 1) 23.82
14102 - Computer Systems Analyst II	(see 1) 27.62
14103 - Computer Systems Analyst III	(see 1) 27.62
14150 - Peripheral Equipment Operator	14.61
14160 - Personal Computer Support Technician	22.66
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	23.82
15020 - Aircrew Training Devices Instructor (Rated)	28.38
15030 - Air Crew Training Devices Instructor (Pilot)	30.20
15050 - Computer Based Training Specialist / Instructor	23.53
15060 - Educational Technologist	27.39
15070 - Flight Instructor (Pilot)	30.20
15080 - Graphic Artist	17.58
15090 - Technical Instructor	19.32

15095 - Technical Instructor/Course Developer	23.64
15110 - Test Proctor	15.60
15120 - Tutor	15.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.36
16030 - Counter Attendant	8.36
16040 - Dry Cleaner	10.60
16070 - Finisher, Flatwork, Machine	8.36
16090 - Presser, Hand	8.36
16110 - Presser, Machine, Drycleaning	8.36
16130 - Presser, Machine, Shirts	8.36
16160 - Presser, Machine, Wearing Apparel, Laundry	8.36
16190 - Sewing Machine Operator	11.35
16220 - Tailor	12.09
16250 - Washer, Machine	9.09
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.53
19040 - Tool And Die Maker	19.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.21
21030 - Material Coordinator	16.88
21040 - Material Expediter	16.88
21050 - Material Handling Laborer	12.13
21071 - Order Filler	12.07
21080 - Production Line Worker (Food Processing)	13.21
21110 - Shipping Packer	13.22
21130 - Shipping/Receiving Clerk	13.22
21140 - Store Worker I	11.57
21150 - Stock Clerk	15.85
21210 - Tools And Parts Attendant	13.21
21410 - Warehouse Specialist	13.21
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	19.86
23021 - Aircraft Mechanic I	18.91
23022 - Aircraft Mechanic II	19.86
23023 - Aircraft Mechanic III	20.85
23040 - Aircraft Mechanic Helper	15.02
23050 - Aircraft, Painter	18.06
23060 - Aircraft Servicer	16.58
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	16.53
23120 - Bicycle Repairer	13.87
23125 - Cable Splicer	24.30
23130 - Carpenter, Maintenance	17.98
23140 - Carpet Layer	17.38
23160 - Electrician, Maintenance	23.78
23181 - Electronics Technician Maintenance I	21.12
23182 - Electronics Technician Maintenance II	23.33
23183 - Electronics Technician Maintenance III	24.78
23260 - Fabric Worker	16.05
23290 - Fire Alarm System Mechanic	17.43
23310 - Fire Extinguisher Repairer	15.06
23311 - Fuel Distribution System Mechanic	18.11
23312 - Fuel Distribution System Operator	15.13
23370 - General Maintenance Worker	14.20
23380 - Ground Support Equipment Mechanic	18.91
23381 - Ground Support Equipment Servicer	16.58
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	15.06
23392 - Gunsmith II	17.06

23393 - Gunsmith III	18.68
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.19
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.53
23430 - Heavy Equipment Mechanic	17.50
23440 - Heavy Equipment Operator	18.60
23460 - Instrument Mechanic	20.09
23465 - Laboratory/Shelter Mechanic	17.92
23470 - Laborer	11.12
23510 - Locksmith	16.53
23530 - Machinery Maintenance Mechanic	18.51
23550 - Machinist, Maintenance	17.70
23580 - Maintenance Trades Helper	13.65
23591 - Metrology Technician I	20.09
23592 - Metrology Technician II	20.85
23593 - Metrology Technician III	21.62
23640 - Millwright	20.63
23710 - Office Appliance Repairer	16.85
23760 - Painter, Maintenance	16.93
23790 - Pipefitter, Maintenance	21.00
23810 - Plumber, Maintenance	20.25
23820 - Pneudraulic Systems Mechanic	18.68
23850 - Rigger	18.68
23870 - Scale Mechanic	17.06
23890 - Sheet-Metal Worker, Maintenance	19.63
23910 - Small Engine Mechanic	15.80
23931 - Telecommunications Mechanic I	23.20
23932 - Telecommunications Mechanic II	24.19
23950 - Telephone Lineman	21.01
23960 - Welder, Combination, Maintenance	17.19
23965 - Well Driller	17.80
23970 - Woodcraft Worker	18.68
23980 - Woodworker	14.36
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.20
24580 - Child Care Center Clerk	11.51
24610 - Chore Aide	9.35
24620 - Family Readiness And Support Services Coordinator	11.03
24630 - Homemaker	12.79
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.68
25040 - Sewage Plant Operator	17.14
25070 - Stationary Engineer	22.68
25190 - Ventilation Equipment Tender	15.18
25210 - Water Treatment Plant Operator	17.14
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.68
27007 - Baggage Inspector	10.61
27008 - Corrections Officer	17.21
27010 - Court Security Officer	16.94
27030 - Detection Dog Handler	11.92
27040 - Detention Officer	17.21
27070 - Firefighter	16.97
27101 - Guard I	10.61
27102 - Guard II	11.92
27131 - Police Officer I	17.54
27132 - Police Officer II	19.47
28000 - Recreation Occupations	

28041	- Carnival Equipment Operator	13.41
28042	- Carnival Equipment Repairer	14.16
28043	- Carnival Equipment Worker	10.92
28210	- Gate Attendant/Gate Tender	12.73
28310	- Lifeguard	10.82
28350	- Park Attendant (Aide)	14.24
28510	- Recreation Aide/Health Facility Attendant	10.09
28515	- Recreation Specialist	14.07
28630	- Sports Official	11.34
28690	- Swimming Pool Operator	17.67
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	16.32
29020	- Hatch Tender	16.32
29030	- Line Handler	16.32
29041	- Stevedore I	15.43
29042	- Stevedore II	16.98
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	33.96
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	23.42
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	25.79
30021	- Archeological Technician I	16.27
30022	- Archeological Technician II	18.20
30023	- Archeological Technician III	22.55
30030	- Cartographic Technician	22.55
30040	- Civil Engineering Technician	20.34
30061	- Drafter/CAD Operator I	16.27
30062	- Drafter/CAD Operator II	18.21
30063	- Drafter/CAD Operator III	20.31
30064	- Drafter/CAD Operator IV	24.53
30081	- Engineering Technician I	12.87
30082	- Engineering Technician II	17.38
30083	- Engineering Technician III	19.45
30084	- Engineering Technician IV	24.09
30085	- Engineering Technician V	29.47
30086	- Engineering Technician VI	31.54
30090	- Environmental Technician	18.85
30210	- Laboratory Technician	17.51
30240	- Mathematical Technician	22.55
30361	- Paralegal/Legal Assistant I	16.47
30362	- Paralegal/Legal Assistant II	20.40
30363	- Paralegal/Legal Assistant III	24.96
30364	- Paralegal/Legal Assistant IV	30.20
30390	- Photo-Optics Technician	22.55
30461	- Technical Writer I	20.36
30462	- Technical Writer II	24.90
30463	- Technical Writer III	27.30
30491	- Unexploded Ordnance (UXO) Technician I	21.58
30492	- Unexploded Ordnance (UXO) Technician II	26.11
30493	- Unexploded Ordnance (UXO) Technician III	31.30
30494	- Unexploded (UXO) Safety Escort	21.58
30495	- Unexploded (UXO) Sweep Personnel	21.58
30620	- Weather Observer, Combined Upper Air Or (see 2)	20.31
	Surface Programs	
30621	- Weather Observer, Senior (see 2)	22.45
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	9.50
31030	- Bus Driver	13.37
31043	- Driver Courier	11.80
31260	- Parking and Lot Attendant	8.90
31290	- Shuttle Bus Driver	12.76

31310 - Taxi Driver	8.86
31361 - Truckdriver, Light	12.76
31362 - Truckdriver, Medium	15.11
31363 - Truckdriver, Heavy	15.10
31364 - Truckdriver, Tractor-Trailer	15.10
99000 - Miscellaneous Occupations	
99030 - Cashier	7.52
99050 - Desk Clerk	9.22
99095 - Embalmer	20.37
99251 - Laboratory Animal Caretaker I	12.00
99252 - Laboratory Animal Caretaker II	12.60
99310 - Mortician	25.39
99410 - Pest Controller	13.92
99510 - Photofinishing Worker	9.96
99710 - Recycling Laborer	13.94
99711 - Recycling Specialist	16.92
99730 - Refuse Collector	12.73
99810 - Sales Clerk	9.17
99820 - School Crossing Guard	11.31
99830 - Survey Party Chief	16.18
99831 - Surveying Aide	10.71
99832 - Surveying Technician	14.70
99840 - Vending Machine Attendant	12.62
99841 - Vending Machine Repairer	14.60
99842 - Vending Machine Repairer Helper	12.62

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.35 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, 4 after 15 years, and 5 after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) 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 10

**SMALL BUSINESS SUBCONTRACTING PLAN AND
SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM TARGETS
FORM**

Small Business Subcontracting Plan for United States Department of Energy Portsmouth D&D Project submitted by Fluor-B&W Portsmouth LLC dated November 13, 2009, and as approved August 16, 2010, is hereby incorporated by reference.

SECTION J - ATTACHMENT 11
PERFORMANCE GUARANTEE AGREEMENT

Attachment L-3 Performance Guarantee Agreement

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE- AC3010CC40017 for the Portsmouth D&D Project (Contract) dated 8/16/10, by and between the Government and Fluor-B&W Portsmouth LLC (contractor), the undersigned, Fluor Federal Services, Inc. (Guarantor), a corporation incorporated in the State of Washington with its principal place of business at Greenville, South Carolina 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 hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

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

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

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

November 13, 2009

upon demand, perform all other obligations of contractor, the performance by which the contractor is guaranteed hereunder.

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

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

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

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

NOVEMBER 11, 2009
Date

Fluor Federal Services, Inc.
Name of Corporation

Kenneth L. Smith, Senior VP, Sales 
Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

Mark L Suchan Asst Secretary
Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix Corporate Seal

ATTACHMENT L-3
PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-AC3010CC40017 for the Portsmouth D&D Project (Contract) dated 8/16/10, by and between the Government and Fluor-B&W Portsmouth LLC (contractor), the undersigned, Babcock & Wilcox Technical Services Group, Inc. (Guarantor), a corporation incorporated in the State of Delaware with its principal place of business at 800 Main Street, 2nd Floor, Lynchburg, VA 24504 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 hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

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

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

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

November 13, 2009

upon demand, perform all other obligations of contractor, the performance by which the contractor is guaranteed hereunder.

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

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

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

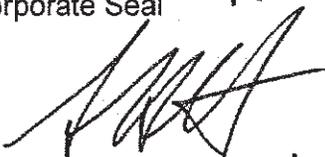
In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on.

November 11, 2009
Date

Babcock & Wilcox Technical Services Group, Inc.
Name of Corporation

S. Robert Cochran, President, Babcock & Wilcox Technical Services Group, Inc.
Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix Corporate Seal


Stephen D. Harvey
Asst Secretary, B&W TSG

SECTION J - ATTACHMENT J-12
GOVERNMENT FURNISHED SERVICES AND ITEMS (GFS/I)

Government Furnished Services and Items (GFS/I)

Table J-12 provides a description of the GFS/I to be furnished under this Contract in addition to the services and items specified in Section J, Site Services and Interface Requirements Matrix.

Table J-12 DETAILED DESCRIPTION OF GOVERNMENT FURNISHED SERVICES AND ITEMS		
PWS Section	Description	GFS/I
C.2.1	Transition	DOE will coordinate with the Contractor to provide access to information and facilities required to support transition of work.
C.2.2	Facility Surveillance and Maintenance and Stabilization	DOE will provide the Contractor with the current nuclear safety "Safety Analysis Report" and "Basis of Interim Operations" for surveillance and maintenance
C.2.5	Waste Management	If requested and if available, DOE will make the existing DOE waste disposal contracts available to the Contractor.
C.2.6	Nuclear Material Storage, Disposition, and Accountability	Information for nuclear material storage and systems.
C.2.7	Government controlled database and systems for Contractor access as needed	DOE will provide the Contractor the access to Database and Systems: Integrated Planning Accountability and Budget System (IPABS) Facility Information Management System (FIMS) Computerized Accident/Incident Reporting System (CAIRS) Non-Compliance Tracking System (NTS) database Occurrence Reporting and Processing System (ORPS) Foreign Access Central Tracking System (FACTS) database Condition Assessment Information System (CAIS)

C.2.7.7	Security Management Program	Personnel Security: Access authorizations, badging, HSPD-12 credential center, Unclassified Foreign National Visits and Assignments (UFNVA) program and official foreign travel.
C.2.7.9	Records Management Program	Central repository of documents and drawings and site wide records management program
C.2.7.11	Fleet Management Program	Site wide fleet management program (contractor GSA vehicle reporting and fuel management reporting)
C.2.7.8	Cyber Security Program	Compliance of the Under Secretary of Energy Program Cyber Security Plan (PCSP) and Environmental Management Program Security Plan (PSP).
C.3	Current Services	DOE contracts for the supply of electrical power and natural gas. Upon request DOE will provide the following through direct agreement with USEC: <ol style="list-style-type: none"> 1. Criticality Accident Alarm System 2. Edwards Fire Alarm System
General	Grounds Maintenance, Janitorial Services, Computer and Telecommunications and Training Service.	General site grounds maintenance, road/parking lot maintenance, snow removal, and grass cutting; pest controls, and janitorial services for the facilities in Attachment J-5 will be provided. In addition, computers and telecommunications service and training service will be provided.
General	Mail Service	Central Pick up and drop off service
General	Technical Support	Information related to the Annual Report to Congress on Environment, Safety and Health Conditions generated by other site contractor.
Site Services:	Protective Forces	Physical Security
Site Services	Emergency Management and Response	Emergency Management and Fire Protection
Site Services	Utilities	Sanitary water, sanitary sewage, tower water, recirculating water, plant dry air, electrical power distribution, steam, power administration, nitrogen system, street lights and utilities inspection.

SECTION J – ATTACHMENT 13

CURRENT DOE MATERIAL STORAGE AREAS (DMSA)

DMSA's

J13-1

Bldg. & DMSA #	Posting Status	Storage Content	RWP #	Location Col. #	Sq. Foot
X-326-DMSA-1	RMA	common/poly bottles	none	D 1-2, F 1-2	680
X-326-DMSA-2	RMA	55 gal drums PCB		B 28-34, C 28-34	3240
X-326-DMSA-3	RMA	55 gal drums PCB		D 31-32, F 31-32	892
X-326-DMSA-4	RMA	55 gal drums PCB		D 33-35, E 33-35	1104
X-326-DMSA-5	RMA	55 gal drums PCB		H 30-31, T 30-31	4800
X-326-DMSA-6	RMA	common/poly bottles		K 33-35, M 33-35	2208
X-326-DMSA-7	N/A	Empty		U 30-34, W30-34	
X-326-DMSA-8	N/A	Empty		U 61-62, V 61-62	
X-326-DMSA-11	RMA	Cell Parts		B 101	3005
X-326-DMSA-12	RMA	158 HEU Care Taker Cells, 75 B-25 Boxes		B-62 , Y62	237,685
X-330-DMSA-1	N/A	Empty		C 87-89, Z 87-89	23,100
X-330-DMSA-2	N/A	Empty		Q 81-82, T 81-82	1320
X-330-DMSA-3	N/A	Empty		N 79-80, T 79-80	2750
X-330-DMSA-4	N/A	Empty		D 82-83, L 82-83	3850
X-330-DMSA-5	N/A	Empty		D 80-81, M 80-81	4627
X-330-DMSA-6	N/A	55 gal drums PCB		D 73-74, L 73-74	2971
X-330-DMSA-7	N/A	55 gal drums PCB		D 71-72, L 71-72	3813
X-330-DMSA-8	Contamination Area	wagon		U 15-16, V 15-16	159
X-330-DMSA-9	Contamination Area	common/misc.		Q 10-11, V 10-11	2820
X-333-DMSA-1A	N/A	Empty		X 63-65, W 63-65	3014
X-333-DMSA-1B	N/A	Empty		V 63-65, U 63-65	3079
X-333-DMSA-2A	N/A	Empty		Ma 64-65, J 64-65	4308
X-333-DMSA-2B	N/A	Empty		H 64-65, E 64-65	3776
X-333-DMSA-2C	N/A	Empty		Cb 64-65, D 64-65	610
X-333-DMSA-3	N/A	Empty		Na 58-60, D 64-65	904
X-333-DMSA-4	N/A	Empty		Mb 58-63, Mc 58-63	2598
X-333-DMSA-5	N/A	Empty		L 58-59, Ma 58-59	1914
X-333-DMSA-6	N/A	Empty		Qb 56-57, T 56-57	2174
X-333-DMSA-7	N/A	Empty		Na 56-57, P 56-57	868
X-333-DMSA-8	N/A	Empty		Lb 56-57, Ma 56-57	938
X-333-DMSA-9	N/A	Empty		J 55-57, Ja 55-57	878
X-333-DMSA-10	N/A	Empty		G 56-57, H 56-57	1302
X-333-DMSA-10A	N/A	Empty		Ea 56-57, F 56-57	862
X-333-DMSA-11	N/A	Empty		U 51-52, V 51-52	1333
X-333-DMSA-12	N/A	Empty		W 48-49, X 48-49	1380
X-333-DMSA-13	RMA	55 gal drums PCB		U 48-49, V 48-49	1380
X-333-DMSA-14	N/A	Empty		Sa 49-50, T 49-50	705
X-333-DMSA-15	N/A	Empty		V 42-43, X 42-43	1843
X-333-DMSA-16	N/A	Empty		V 40-41, X 40-41	1843
X-333-DMSA-17	RMA	55 gal drums PCB		Qb 40-41, T 40-41	2303
X-333-DMSA-18	N/A	Empty		U 32-33, X 32-33	3254
X-333-DMSA-19	RMA	55 gal drums PCB		Qb 32-33, Sb 32-33	1843
X-333-DMSA-20	N/A	Empty		Wa 17-18, X 17-18	758
X-333-DMSA-21	RMA/CA	55 gal drums PCB		Sb 2-3, Ub 2-3	1873

SECTION J – ATTACHMENT 14

**CONTRACT SECURITY CLASSIFICATION
SPECIFICATION (CSCS)**

U.S. Department of Energy
CONTRACT SECURITY CLASSIFICATION SPECIFICATION (CSCS)

1. CSCS No.:	2. Previous CSCS No.: <small>Initial</small>	3a. Reason for Action: (Check One) <input checked="" type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Terminate b. Item Numbers Modified:
4. This Specification Is For: (Complete as Applicable)		5. Specification Is: (Complete as Applicable)
(Check One) a. <input checked="" type="checkbox"/> Contract or Other Number <input type="checkbox"/> Solicitation Contract Type: <u>Cost Plus Award Fee</u>		a. Original (Complete data in all cases) Date <u>8/16/10</u>
b. Contract Number: <u>DE-AC30-10CC40017</u> End Date: <u>11/30/2020</u> <small>(Estimated)</small>		b. Revised (Supersedes all previous specifications) Date
c. Contract Number of Prime: _____ End Date: _____ <small>(Complete if registering or soliciting a subcontract) (Estimated)</small>		c. Certificate of Possession Date Retention of Classified Matter is Authorized Until Date
		d. Final Date Certificate of Non-Possession or Equivalent Date
6. General Identification of this Procurement Facility D&D, Environmental Remediation, Waste Management, Surveillance and Maintenance of the Portsmouth Uranium Enrichment Gaseous Diffusion Plant		
7. Contractor		
a. Facility Code	b. Name, Address, and Zip Code Fluor-B&W, Portsmouth, LLC 100 Fluor Daniel Drive Greenville, SC 29607	c. Cognizant Security Office (Name, Address, and Zip Code) DOE-ORO - Peggy Jackson P.O. Box 2001 Oak Ridge, TN 37831
8. Prime Contractor (Complete if registering or soliciting a subcontract)		
a. Facility Code	b. Name, Address, and Zip Code	c. Cognizant Security Office (Name, Address, and Zip Code)
9. Actual Place of Performance (DOE Facilities) (Attach additional entries as necessary on page 3)		
a. Facility Code	b. Name, Address, and Zip Code Portsmouth Gaseous Diffusion Plant 3930 US 23 S. Piketon, OH 45661	c. Cognizant Security Office (Name, Address, and Zip Code) DOE-ORO - Peggy Jackson P.O. Box 2001 Oak Ridge, TN 37831
Actual Place of Performance (NON DOE Facilities) (Attach additional entries as necessary)		
a. ID Code	b. Name, Address, and Zip Code	c. Cognizant Security Office (Name, Address, and Zip Code)
10. Clearance and Storage (enter level and category) a. Classification of Matter to be Accessed: <input type="checkbox"/> TSRD <input type="checkbox"/> TSFRD <input type="checkbox"/> TSNSI <input checked="" type="checkbox"/> SRD <input type="checkbox"/> SFRD <input type="checkbox"/> SNSI <input type="checkbox"/> CRD <input type="checkbox"/> CFRD <input type="checkbox"/> CNSI <input type="checkbox"/> U b. Level of Storage Required at Contractor Facility: <input type="checkbox"/> TSRD <input type="checkbox"/> TSFRD <input type="checkbox"/> TSNSI <input type="checkbox"/> SRD <input type="checkbox"/> SFRD <input type="checkbox"/> SNSI <input type="checkbox"/> CRD <input type="checkbox"/> CFRD <input type="checkbox"/> CNSI <input checked="" type="checkbox"/> U c. Level of Storage for this Contract: <input type="checkbox"/> TSRD <input type="checkbox"/> TSFRD <input type="checkbox"/> TSNSI <input checked="" type="checkbox"/> SRD <input type="checkbox"/> SFRD <input type="checkbox"/> SNSI <input type="checkbox"/> CRD <input type="checkbox"/> CFRD <input type="checkbox"/> CNSI <input type="checkbox"/> U d. Access Authorization: <input checked="" type="checkbox"/> Q <input type="checkbox"/> L		11. This Contract Will Require Access To: <input type="checkbox"/> SCI <input type="checkbox"/> OTHER DCI CAVEATS <input type="checkbox"/> COMSEC <input type="checkbox"/> FGI <input type="checkbox"/> NATO <input type="checkbox"/> WD/SIGMAS: _____ <input type="checkbox"/> OTHER: _____
12. In Performing this Contract, the Contractor Will:		
<input type="checkbox"/> Have Access to Classified Information Only at Another Contractor's Facility or a Government Activity <input checked="" type="checkbox"/> Generate Classified Matter <input checked="" type="checkbox"/> Perform Services That Require Unescorted Access to Security Areas <input type="checkbox"/> Have Access to U.S. Classified Information Outside the U.S., Puerto Rico, U.S. Possessions and Trust Territories <input type="checkbox"/> Other (Specify)		<input type="checkbox"/> Receive Classified Matter <input type="checkbox"/> Fabricate, Modify, or Store Classified Items (e.g., Hardware or Substances) <input type="checkbox"/> Be Authorized to Use the Services of the Office of Scientific & Technical Information to Receive Classified Matter <input type="checkbox"/> Require a COMSEC Account <input type="checkbox"/> Be Authorized to Use the Defense Courier Service

SECTION J – ATTACHMENT 15
CHARACTERIZATION INFORMATION

Attachment 15

(1) Quadrant IV Cleanup Alternatives/Corrective Measures Study Final Report for Portsmouth Gaseous Diffusion Plant, Piketon, Ohio August 21, 1998

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Table C.2 PORTS Quadrant IV Soil Preliminary Remediation Goals

Chemical	On-Site Worker Soil PRG (HI) (mg/kg)	On-Site Worker Soil PRG (CR) (mg/kg)	Excavation Worker Soil PRG (HI) (mg/kg)	Excavation Worker Soil PRG (CR) (mg/kg)	Soil Background (mg/kg)	Soil ARAR (mg/kg)	Leaching Soil PRG (mg/kg)	Selected Soil PRG (units vary)
Acenaphthene	1.66E+04	NA	7.67E+04	NA	---	---	---	1.66E+07 ug/kg
Acenaphthylene	NA	NA	NA	NA	---	---	---	NA
Acetone	1.21E+04	NA	8.00E+04	NA	---	---	---	1.21E+07 ug/kg
Anthracene	8.31E+04	NA	3.84E+05	NA	---	---	---	8.31E+07 ug/kg
Aroclor-1248	8.47E+00	1.54E-01	3.04E+00	2.77E+00	---	25	---	2.50E+04 ug/kg
Aroclor-1254	8.47E+00	1.54E-01	7.61E+00	2.77E+00	---	25	---	2.50E+04 ug/kg
Aroclor-1260	8.47E+00	1.54E-01	3.04E+00	2.77E+00	---	25	---	2.50E+04 ug/kg
Benzene	NA	9.84E-01	NA	4.71E+01	---	---	0.015	1.50E+01 ug/kg
Benzo(a)anthracene	NA	1.06E+00	NA	2.45E+01	---	---	---	1.06E+03 ug/kg
Benzo(a)pyrene	NA	1.06E-01	NA	2.45E+00	---	---	---	1.06E+02 ug/kg
Benzo(b)fluoranthene	NA	1.06E+00	NA	2.45E+01	---	---	---	1.06E+03 ug/kg
Benzo(g,h,i)perylene	NA	NA	NA	NA	---	---	---	NA
Benzo(k)fluoranthene	NA	1.06E+01	NA	2.45E+02	---	---	---	1.06E+04 ug/kg
Benzoic acid	1.11E+06	NA	5.12E+05	NA	---	---	---	5.12E+08 ug/kg
alpha-BHC	NA	5.18E-02	NA	1.73E+00	---	---	---	5.18E+01 ug/kg
beta-BHC	NA	1.88E-01	NA	6.19E+00	---	---	---	1.88E+02 ug/kg
delta-BHC	NA	NA	NA	NA	---	---	---	NA
gamma-BHC	3.62E+01	2.60E-01	2.40E+02	8.62E+00	---	---	---	2.60E+02 ug/kg
bis(2-Ethylhexyl)phthalate	5.54E+03	5.54E+01	2.56E+03	1.28E+03	---	---	---	5.54E+04 ug/kg
Bromodichloromethane	2.41E+03	5.45E+00	1.60E+03	1.81E+02	---	---	---	5.45E+03 ug/kg
Bromoform	2.41E+03	2.05E+01	1.60E+04	8.22E+02	---	---	---	2.05E+04 ug/kg
2-Butanone	7.24E+04	NA	1.54E+05	NA	---	---	1.8	1.80E+03 ug/kg
Butyl benzyl phthalate	5.54E+04	NA	2.56E+05	NA	---	---	---	5.54E+07 ug/kg
Carbon disulfide	1.19E+03	NA	1.89E+01	NA	---	---	---	1.89E+04 ug/kg
gamma-Chlordane	1.66E+01	5.94E-01	7.67E+00	1.36E+01	---	---	---	5.94E+02 ug/kg
4-Chloro-3-methylphenol	NA	NA	NA	NA	---	---	---	NA
Chlorobenzene	2.02E+02	NA	1.94E-03	NA	---	---	---	2.02E+05 ug/kg
Chloroform	1.21E+03	3.52E-01	8.00E+02	1.75E+01	---	---	---	3.52E+02 ug/kg
Chloroethane	NA	2.60E+01	4.01E+07	8.59E+02	---	---	---	2.60E+04 ug/kg
2-Chlorophenol	1.38E+03	NA	6.40E+03	NA	---	---	---	1.38E+06 ug/kg
Chrysene	NA	1.06E+02	NA	2.45E+03	---	---	---	1.06E+05 ug/kg
4,4'-DDD	NA	3.23E+00	NA	7.46E+01	---	---	---	3.23E+03 ug/kg
4,4'-DDE	NA	2.28E+00	NA	5.27E+01	---	---	---	2.28E+03 ug/kg
4,4'-DDT	1.38E+02	2.18E+00	6.40E+01	5.11E+01	---	---	---	2.18E+03 ug/kg
Dibenz(a,h)anthracene	NA	1.06E-01	NA	2.45E+00	---	---	---	1.06E+02 ug/kg
Dibenzofuran	NA	NA	NA	NA	---	---	---	NA
Dibromochloromethane	2.41E+03	4.02E+00	1.60E+04	1.33E+02	---	---	---	4.02E+03 ug/kg
1,2-Dichlorobenzene	5.56E+03	NA	9.90E+03	NA	---	---	---	5.56E+06 ug/kg
1,4-Dichlorobenzene	3.02E+04	3.23E+01	9.35E+04	7.46E+02	---	---	---	3.23E+04 ug/kg
1,1-Dichloroethane	8.72E+02	NA	8.41E+03	NA	---	---	---	8.72E+05 ug/kg
1,1-Dichloroethene	1.09E+03	5.63E-01	7.20E+02	1.87E+01	---	---	0.24	2.40E+02 ug/kg
cis-1,2-Dichloroethene	1.21E+03	NA	8.00E+03	NA	---	---	0.12	1.20E+02 ug/kg
trans-1,2-Dichloroethene	2.41E+03	NA	1.60E+04	NA	---	---	0.4	4.00E+02 ug/kg
2,4-Dichlorophenol	8.31E+02	NA	3.84E+02	NA	---	---	---	3.84E+05 ug/kg
1,2-Dichloropropane	NA	4.97E+00	5.73E+04	1.65E+02	---	---	---	4.97E+03 ug/kg
Dieldrin	1.38E+01	4.85E-02	6.40E+00	1.11E+00	---	---	---	4.85E+01 ug/kg
Diethyl phthalate	2.22E+05	NA	1.02E+06	NA	---	---	---	2.22E+08 ug/kg
Dimethyl phthalate	NA	NA	NA	NA	---	---	---	NA
2,4-Dimethylphenol	5.54E+03	NA	2.56E+04	NA	---	---	---	5.54E+06 ug/kg
Di-n-butyl phthalate	2.77E+04	NA	1.28E+05	NA	---	---	---	2.77E+07 ug/kg
Di-n-octyl phthalate	5.54E+03	NA	2.56E+03	NA	---	---	---	2.56E+06 ug/kg
2,4-Dinitrotoluene	NA	1.14E+00	NA	2.63E+01	---	---	---	1.14E+03 ug/kg
Endosulfan II	NA	NA	NA	NA	---	---	---	NA
Endosulfan sulfate	NA	NA	NA	NA	---	---	---	NA
Endrin	8.31E+01	NA	3.84E+01	NA	---	---	---	3.84E+04 ug/kg
Endrin ketone	NA	NA	NA	NA	---	---	---	NA

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Table C.2 PORTS Quadrant IV Soil Preliminary Remediation Goals

Chemical	On-Site Worker Soil PRG (HI) (mg/kg)	On-Site Worker Soil PRG (CR) (mg/kg)	Excavation Worker Soil PRG (HI) (mg/kg)	Excavation Worker Soil PRG (CR) (mg/kg)	Soil Background (mg/kg)	Soil ARAR (mg/kg)	Leaching Soil PRG (mg/kg)	Selected Soil PRG (units vary)
Ethylbenzene	5.49E+03	NA	4.38E+03	NA	---	---	16	1.60E+04 ug/kg
Fluoranthene	1.11E+04	NA	5.12E+04	NA	---	---	---	1.11E+07 ug/kg
Fluorene	1.11E+04	NA	5.12E+04	NA	---	---	---	1.11E+07 ug/kg
Heptachlor	1.38E+02	1.40E-01	6.40E+01	3.57E+00	---	---	---	1.40E+02 ug/kg
Heptachlor epoxide	3.60E+00	8.52E-02	1.66E+00	1.95E+00	---	---	---	8.52E+01 ug/kg
Hexachlorobenzene	2.22E+02	3.97E-01	1.02E+02	1.01E+01	---	---	---	3.97E+02 ug/kg
2-Hexanone	NA	NA	NA	NA	---	---	---	NA
Indeno(1,2,3-cd)pyrene	NA	1.06E+00	NA	2.45E+01	---	---	---	1.06E+03 ug/kg
Methoxychlor	1.38E+03	NA	6.40E+02	NA	---	---	---	6.40E+05 ug/kg
4-Methyl-2-pentanone	9.65E+03	NA	6.29E+04	NA	---	---	---	9.65E+06 ug/kg
Methylene chloride	2.24E+03	5.62E+00	1.94E+03	2.64E+02	---	---	---	5.62E+03 ug/kg
2-Methylnaphthalene	NA	NA	NA	NA	---	---	---	NA
2-Methylphenol	1.38E+04	NA	6.40E+04	NA	---	---	---	1.38E+07 ug/kg
3-Methylphenol	1.38E+04	NA	6.40E+04	NA	---	---	---	1.38E+07 ug/kg
4-Methylphenol	1.38E+03	NA	6.40E+02	NA	---	---	---	6.40E+05 ug/kg
Naphthalene	1.11E+04	NA	5.12E+03	NA	---	---	3	3.00E+03 ug/kg
4-Nitroaniline	NA	NA	NA	NA	---	---	---	NA
Nitrobenzene	4.71E+01	NA	3.36E+02	NA	---	---	---	4.71E+04 ug/kg
4-Nitrophenol	NA	NA	NA	NA	---	---	---	NA
N-Nitrosodiphenylamine/ diphenylamine	NA	1.58E+02	NA	3.65E+03	---	---	---	1.58E+05 ug/kg
Pentachlorophenol	8.31E+03	6.46E+00	3.84E+03	1.49E+02	---	---	---	6.46E+03 ug/kg
Phenanthrene	NA	NA	NA	NA	---	---	---	NA
Phenol	1.66E+05	NA	7.67E+04	NA	---	---	2.3	2.30E+03 ug/kg
Pyrene	8.31E+03	NA	3.84E+04	NA	---	---	---	8.31E+06 ug/kg
Styrene	8.98E+03	NA	1.16E+04	NA	---	---	0.62	6.20E+02 ug/kg
1,1,2,2-Tetrachloroethane	NA	1.69E+00	NA	5.57E+01	---	---	---	1.69E+03 ug/kg
Tetrachloroethene	1.21E+03	5.72E+00	8.00E+03	1.98E+02	---	---	0.27	2.70E+02 ug/kg
Toluene	2.53E+03	NA	7.55E+03	NA	---	---	7.7	7.70E+03 ug/kg
1,2,4-Trichlorobenzene	2.32E+03	NA	1.27E+03	NA	---	---	---	1.27E+06 ug/kg
1,1,2-Trichloro-1,2,2-trifluoroethane	3.26E+04	NA	2.89E+04	NA	---	---	---	2.89E+07 ug/kg
1,1,1-Trichloroethane	1.09E+04	NA	7.20E+03	NA	---	---	1.3	1.30E+03 ug/kg
1,1,2-Trichloroethane	4.82E+02	5.92E+00	3.20E+03	1.95E+02	---	---	---	5.92E+03 ug/kg
Trichloroethene	NA	4.76E+00	NA	2.21E+02	---	---	0.048	4.80E+01 ug/kg
Trichlorofluoromethane	3.62E+04	NA	5.59E+04	NA	---	---	---	3.62E+07 ug/kg
Vinyl acetate	2.05E+02	NA	2.05E+02	NA	---	---	---	2.05E+05 ug/kg
Vinyl chloride	NA	1.78E-01	NA	5.89E+00	---	---	0.012	1.20E+01 ug/kg
Xylenes	2.41E+05	NA	2.86E+04	NA	---	---	190	1.90E+05 ug/kg
Aluminum	NA	NA	NA	NA	15314	---	---	NA
Antimony	4.99E+02	NA	7.99E+01	NA	NA	---	---	7.99E+01 mg/kg
Arsenic	3.74E+02	2.33E+00	5.99E+01	1.30E+01	31	---	10	3.10E+01 mg/kg
Barium	8.74E+04	NA	8.56E+03	NA	181	---	120	1.81E+02 mg/kg
Beryllium	6.24E+03	8.13E-01	9.98E+02	6.34E+00	1.4	---	---	1.40E+00 mg/kg
Cadmium (soil)	1.25E+03	NA	2.00E+02	3.54E+02	2	---	0.2	2.00E+00 mg/kg
Calcium	NA	NA	NA	NA	1465	---	---	NA
Chromium	6.24E+03	NA	3.99E+03	5.27E+01	28.6	---	200	5.27E+01 mg/kg
Cobalt	1.20E+05	NA	NA	NA	28.2	---	---	1.20E+05 mg/kg
Copper	NA	NA	NA	NA	32.6	---	---	3.26E+01 mg/kg
Cyanide, total	2.50E+04	NA	3.99E+03	NA	2.5	---	---	3.99E+03 mg/kg
Fluoride	7.49E+04	NA	1.20E+04	NA	9.5	---	---	1.20E+04 mg/kg
Iron	NA	NA	NA	NA	51180	---	---	NA
Lead	NA	NA	NA	NA	32	500	---	5.00E+02 mg/kg
Lithium	NA	NA	NA	NA	35	---	---	3.50E+01
Magnesium	NA	NA	NA	NA	4742	---	---	NA
Manganese	1.75E+05	NA	1.81E+02	NA	2012	---	---	2.01E+03 mg/kg
Mercury	3.74E+02	NA	5.73E+01	NA	0.048	---	56	3.60E+01 mg/kg

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Table C.2 PORTS Quadrant IV Soil Preliminary Remediation Goals

Chemical	On-Site Worker Soil PRG (HI) (mg/kg)	On-Site Worker Soil PRG (CR) (mg/kg)	Excavation Worker Soil PRG (HI) (mg/kg)	Excavation Worker Soil PRG (CR) (mg/kg)	Soil Background (mg/kg)	Soil ARAR mg/kg	Leaching Soil PRG (mg/kg)	Selected Soil PRG (units vary)
Nickel	2.50E+04	NA	3.99E+03	NA	34	---	8.2	3.40E+01 mg/kg
Potassium	NA	NA	NA	NA	1902	---	---	NA
Selenium	6.24E+03	NA	9.98E+02	NA	3	---	---	9.98E+02 mg/kg
Silver	6.24E+03	NA	9.98E+02	NA	2.5	---	---	9.98E+02 mg/kg
Sodium	NA	NA	NA	NA	63	---	---	NA
Thallium	8.74E+01	NA	1.40E+01	NA	2.5	---	---	1.40E+01 mg/kg
Vanadium	8.74E+03	NA	1.40E+03	NA	50.2	---	---	1.40E+03 mg/kg
Zinc	3.74E+05	NA	5.99E+04	NA	101	---	290	2.90E+02 mg/kg
Technetium (pCi/kg)	NA	2.27E+06	NA	1.16E+07	---	---	11400	1.14E+04 pCi/kg
Uranium, total	6.13E+03	7.40E+00	6.39E+02	2.10E+02	4.8	---	---	7.40E+00 mg/kg

ARAR = applicable or relevant and appropriate requirements
 CR = Cancer Risk
 HI = Hazard Index
 NA = not available
 PRG = preliminary remediation goal
 mg/kg = milligrams per kilogram
 pCi/kg = picocuries per kilogram
 ug/kg = micrograms per kilogram
 --- = not available

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Table C.3 PORTS Quadrant IV Groundwater Preliminary Remediation Goals

Chemical	Groundwater PRG Worker (HI) (mg/L)	Groundwater PRG Worker (CR) (mg/L)	ARAR (ug/L)	Gallia Background (ug/L)	Berea Background (ug/L)	Selected Gallia PRG (ug/L)	Selected Berea PRG (ug/L)
Acetone	1.02E+01	NA	---	---	---	1.02E+04	1.02E+04
Acetonitrile	5.64E-01	NA	---	---	---	5.64E+02	5.64E+02
Acrolein	1.03E-03	NA	---	---	---	1.03E+00	1.03E+00
Acrylonitrile	5.39E-02	4.31E-04	---	---	---	4.31E-01	4.31E-01
Aroclor-1016	NA	NA	0.5	---	---	5.00E-01	5.00E-01
Aroclor-1260	1.48E-03	2.69E-05	0.5	---	---	5.00E-01	5.00E-01
Benzene	NA	4.50E-03	5	---	10.5	5.00E+00	1.05E+01
Benzoic acid	4.06E+02	NA	---	---	---	4.06E+05	4.06E+05
alpha-BHC	NA	3.32E-05	---	---	---	3.32E-02	3.32E-02
beta-BHC	NA	1.19E-04	---	---	---	1.19E-01	1.19E-01
delta-BHC	NA	NA	---	---	---	NA	NA
gamma-BHC	2.33E-02	1.67E-04	0.2	---	---	2.00E-01	2.00E-01
bis(2-Ethylhexyl)phthalate	1.47E+00	1.47E-02	6	---	---	6.00E+00	6.00E+00
Bromodichloromethane	1.87E+00	4.22E-03	100	---	---	1.00E+02	1.00E+02
Bromoform	1.82E+00	2.63E-02	100	---	---	1.00E+02	1.00E+02
2-Butanone	5.38E+01	NA	---	---	---	5.38E+04	5.38E+04
Butyl benzyl phthalate	1.49E+01	NA	---	---	---	1.49E+04	1.49E+04
Carbon disulfide	6.27E+00	NA	---	---	---	6.27E+03	6.27E+03
Carbon tetrachloride	5.95E-02	1.41E-03	5	---	---	5.00E+00	5.00E+00
gamma-Chlordane	4.42E-03	1.59E-04	2	---	---	2.00E+00	2.00E+00
Chlorobenzene	4.63E-01	NA	100	---	---	1.00E+02	1.00E+02
Chloroethane	2.46E+02	NA	---	---	---	2.46E+05	2.46E+05
Chloroform	9.48E-01	3.50E-03	100	---	---	1.00E+02	1.00E+02
Chloromethane	NA	1.34E-02	---	---	---	1.34E+01	1.34E+01
2-Chlorophenol	4.65E-01	NA	---	---	---	4.65E+02	4.65E+02
4,4'-DDD	NA	8.59E-04	---	---	---	8.59E-01	8.59E-01
4,4'-DDT	3.68E-02	4.60E-04	---	---	---	4.60E-01	4.60E-01
1,2-Dibromo-3-chloropropane	1.89E-02	1.79E-04	0.2	---	---	2.00E-01	2.00E-01
Dibromochloromethane	1.87E+00	3.12E+03	---	---	---	3.12E+00	3.12E+00
Dibromomethane	9.99E-01	NA	---	---	---	9.99E+02	9.99E+02
1,2-Dichlorobenzene	7.10E+00	NA	600	---	---	6.00E+02	6.00E+02
1,3-Dichlorobenzene	NA	NA	---	---	---	NA	NA
1,4-Dichlorobenzene	2.94E+01	9.15E-03	75	---	---	7.50E+01	7.50E+01
Dichlorodifluoromethane	4.56E+00	NA	---	---	---	4.56E+03	4.56E+03
1,1-Dichloroethane	5.86E+00	NA	---	---	---	5.86E+03	5.86E+03
1,2-Dichloroethane	NA	1.64E-03	5	---	---	5.00E+00	5.00E+00
1,1-Dichloroethene	8.38E-01	4.35E-04	7	---	---	7.00E+00	7.00E+00
1,2-Dichloroethene	9.00E-01	NA	---	---	---	9.00E+02	9.00E+02
cis-1,2-Dichloroethene	9.59E-01	NA	70	---	---	7.00E+01	7.00E+01
trans-1,2-Dichloroethylene	1.87E+00	NA	100	---	---	1.00E+02	1.00E+02
1,2-Dichloropropane	1.28E-01	3.89E-03	5	---	---	5.00E+00	5.00E+00
Diethyl phthalate	7.13E+01	NA	---	---	---	7.13E+04	7.13E+04
Di-n-butyl phthalate	7.45E+00	NA	---	---	---	7.45E+03	7.45E+03
Di-n-octyl phthalate	1.47E+00	NA	---	---	---	1.47E+03	1.47E+03
2,4-Dinitrotoluene	NA	3.97E-04	---	---	---	3.97E-01	3.97E-01
1,4-Dioxane	NA	2.59E-02	---	---	---	2.59E+01	2.59E+01
Endosulfan II	NA	NA	---	---	---	NA	NA
Endosulfan sulfate	NA	NA	---	---	---	NA	NA
Ethylbenzene	6.38E+00	NA	700	---	1.2	7.00E+02	7.00E+02

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Table C.3 PORTS Quadrant IV Groundwater Preliminary Remediation Goals

Chemical	Groundwater PRG Worker (HI) (mg/L)	Groundwater PRG Worker (CR) (mg/L)	ARAR (ug/L)	Gallia Background (ug/L)	Berea Background (ug/L)	Selected Gallia PRG (ug/L)	Selected BerEA PRG (ug/L)
Ethyl methacrylate	8.57E+00	NA	----	----	----	8.57E+03	8.57E+03
Heptachlor	3.68E-02	4.34E-05	0.4	----	----	4.00E-01	4.00E-01
Heptachlor epoxide	9.63E-04	2.16E-05	0.2	----	----	2.00E-01	2.00E-01
Hexachlorobenzene	5.89E-02	1.29E-04	1	----	----	1.00E+00	1.00E+00
2-Hexanone	NA	NA	----	----	----	NA	NA
Isobutyl Alcohol	3.03E+01	NA	----	----	----	3.03E+04	3.03E+04
Kepon	NA	NA	----	----	----	NA	NA
4-Methyl-2-pentanone	6.36E+00	NA	----	----	----	6.36E+03	6.36E+03
Methyl methacrylate	7.93E+00	NA	----	----	----	7.93E+03	7.93E+03
Methylene chloride	5.58E+00	3.05E-02	5	----	----	5.00E+00	5.00E+00
2-Methylnaphthalene	NA	NA	----	----	----	NA	NA
2-Methylphenol	4.76E+00	NA	----	----	----	4.76E+03	4.76E+03
3-Methylphenol	NA	NA	----	----	----	NA	NA
4-Methylphenol	4.76E-01	NA	----	----	----	4.76E+02	4.76E+02
Naphthalene	3.21E+00	NA	----	----	----	3.21E+03	3.21E+03
Nitrobenzene	4.79E-02	NA	----	----	----	4.79E+01	4.79E+01
2-Nitrophenol	NA	NA	----	----	----	NA	NA
4-Nitrophenol	NA	NA	----	----	----	NA	NA
Pentachlorophenol	2.22E+00	1.73E-03	1	----	----	1.00E+00	1.00E+00
Phenanthrene	NA	NA	----	----	----	NA	NA
Phenol	5.93E+01	NA	----	----	----	5.93E+04	5.93E+04
Propionitrile	NA	NA	----	----	----	NA	NA
Styrene	1.08E+01	NA	100	----	----	1.00E+02	1.00E+02
1,1,2,2-Tetrachloroethane	NA	8.30E-04	----	----	----	8.30E-01	8.30E-01
Tetrachloroethene	7.92E-01	4.16E-03	5	----	----	5.00E+00	5.00E+00
Toluene	6.80E+00	NA	1000	----	27	1.00E+03	1.00E+03
1,2,4-Trichlorobenzene	6.92E-01	NA	70	----	----	7.00E+01	7.00E+01
1,1,2-Trichloro-1,2,2-trifluoroethane	7.86E+02	NA	----	----	----	7.86E+05	7.86E+05
1,1,1-Trichloroethane	8.02E+00	NA	200	----	----	2.00E+02	2.00E+02
1,1,2-Trichloroethane	3.75E-01	2.65E-03	5	----	----	5.00E+00	5.00E+00
Trichloroethene	NA	1.59E-02	5	----	----	5.00E+00	5.00E+00
Trichlorofluoromethane	1.21E+01	NA	----	----	----	1.21E+04	1.21E+04
1,2,3-Trichloropropane	5.69E-01	3.79E-05	----	----	----	3.79E-02	3.79E-02
Vinyl acetate	6.84E+00	NA	----	----	----	6.84E+03	6.84E+03
Vinyl chloride	NA	1.27E-04	2	----	----	2.00E+00	2.00E+00
Xylenes	1.62E+02	NA	10000	----	7.9	1.00E+04	1.00E+04
Aluminum	NA	NA	----	----	----	NA	NA
Antimony	4.07E-02	NA	6	36.5	39.5	3.65E+01	3.95E+01
Arsenic	3.05E-02	1.90E-04	50	92	12	9.20E+01	5.00E+01
Barium	7.13E+00	NA	2000	151	4011	2.00E+03	4.01E+03
Beryllium	5.09E-01	6.63E-05	4	6.5	7	6.50E+00	7.00E+00
Cadmium (water)	5.09E-02	NA	5	6.5	7	6.50E+00	7.00E+00
Calcium	NA	NA	----	----	----	NA	NA
Chromium	5.09E-01	NA	100	21	17.5	1.00E+02	1.00E+02
Cobalt	NA	NA	----	13	91	1.30E+01	9.10E+01
Copper	NA	NA	----	21	22.5	2.10E+01	2.25E+01
Cyanide, total	2.04E+00	NA	200	10.5	10.5	2.00E+02	2.00E+02
Fluoride	6.11E+00	NA	4000	410	4212	4.00E+03	4.21E+03
Iron	NA	NA	----	----	----	NA	NA
Lead	NA	NA	50	16	10	5.00E+01	5.00E+01

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Table C.3 PORTS Quadrant IV Groundwater Preliminary Remediation Goals

Chemical	Groundwater PRG Worker (HI) (mg/L)	Groundwater PRG Worker (CR) (mg/L)	ARAR (ug/L)	Gallia Background (ug/L)	Berea Background (ug/L)	Selected Gallia PRG (ug/L)	Selected Berea PRG (ug/L)
Magnesium	NA	NA	---	---	---	NA	NA
Manganese	1.43E+01	NA	---	---	---	1.43E+04	1.43E+04
Mercury	3.05E-02	NA	2	1.5	1.5	2.00E+00	2.00E+00
Nickel	2.04E+00	NA	100	30.5	840	1.00E+02	8.40E+02
Potassium	NA	NA	---	---	---	NA	NA
Selenium	5.09E-01	NA	50	10.5	10.5	5.00E+01	5.00E+01
Silver	5.09E-01	NA	50	10.5	11	5.00E+01	5.00E+01
Sodium	NA	NA	---	---	---	NA	NA
Thallium	7.13E-03	NA	2	10.5	21.5	1.05E+01	2.15E+01
Tin	6.11E+01	NA	---	36.5	39.5	6.11E+04	6.11E+04
Vanadium	7.13E-01	NA	---	41	12.5	7.13E+02	7.13E+02
Zinc	3.05E+01	NA	---	106	115	3.05E+04	3.05E+04
Technetium (pCi/L)	NA	1.14E+02	3790	---	---	3.79E+03	3.79E+03
Uranium, total	3.07E-01	4.35E-03	---	1000	1000	1.00E+03	1.00E+03

ARAR = applicable or relevant and appropriate requirements

CR = Cancer Risk

HI = Hazard Index

NA = not available

PRG = preliminary remediation goal

mg/L = milligrams per liter

pCi/L = picocuries per liter

ug/L = micrograms per liter

--- = not available

Table C.4 PORTS Quadrant IV Seep Water Preliminary Remediation Goals

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Chemical	Surface Water PRG Worker (HI) (mg/L)	Surface Water PRG Worker (CR) (mg/L)	Surface Water PRG Recreator (HI) (mg/L)	Surface Water PRG Recreator (CR) (mg/L)	ARAR Human (Non-drinking) (ug/l)	ARAR Aquatic Life* (ug/l)	Selected Seep Water PRG (ug/L)
Acenaphthene	1.85E+01	NA	1.03E+01	NA	----	134	1.34E+02
Acenaphthylene	NA	NA	NA	NA	----	----	NA
Acetone	1.98E+02	NA	4.74E+02	NA	----	1100000	1.10E+05
Acetonitrile	1.19E+01	NA	2.92E+01	NA	----	----	1.19E+04
Acetophenone	NA	NA	NA	NA	----	----	NA
Acrolein	3.84E+01	NA	8.33E+01	NA	780	----	7.80E+02
Acrylonitrile	1.92E+00	9.96E-03	4.17E+00	1.80E-02	6.5	910	6.50E+00
Aldrin	NA	NA	NA	NA	0.00079	----	7.90E-04
4-Aminobiphenyl	NA	NA	NA	NA	----	----	NA
Anthracene	8.61E+01	NA	4.75E+01	NA	0.031	----	3.10E-02
Aroclor-1016	NA	NA	NA	NA	0.00079	----	7.90E-04
Aroclor-1242	NA	NA	NA	NA	0.00079	----	7.90E-04
Aroclor-1248	5.59E-03	1.02E-04	3.07E-03	4.66E-05	0.00079	----	7.90E-04
Aroclor-1254	5.59E-03	1.02E-04	3.07E-03	4.66E-05	0.00079	----	7.90E-04
Aroclor-1260	5.59E-03	1.02E-04	3.07E-03	4.66E-05	0.00079	----	7.90E-04
Benzene	NA	7.61E-02	NA	4.53E-02	710	2100	7.10E+02
Benzo(a)anthracene	NA	1.07E-03	NA	4.91E-04	0.031	----	3.10E-02
Benzo(a)pyrene	NA	1.08E-04	NA	4.96E-05	0.031	----	3.10E-02
Benzo(b)fluoranthene	NA	1.08E-03	NA	4.96E-04	0.031	----	3.10E-02
Benzo(g,h,i)perylene	NA	NA	NA	NA	0.031	----	3.10E-02
Benzo(k)fluoranthene	NA	1.08E-02	NA	4.96E-03	0.031	----	3.10E-02
Benzoic acid	7.38E+03	NA	1.40E+04	NA	----	----	7.38E+06
Benzyl alcohol	NA	NA	NA	NA	----	----	NA
alpha-BHC	NA	1.40E-04	NA	6.53E-05	0.31	----	3.10E-01
beta-BHC	NA	4.95E-04	NA	2.31E-04	0.55	----	5.50E-01
delta-BHC	NA	NA	NA	NA	----	----	NA
gamma-BHC	9.94E-02	7.14E-04	5.60E-02	3.35E-04	0.63	----	6.30E-01
Bis(2-chloroisopropyl)ether	NA	NA	NA	NA	4360	----	4.36E+03
bis(2-Ethylhexyl)phthalate	5.54E+00	5.54E-02	3.04E+00	2.54E-02	59	2200	5.90E+01
Bromodichloromethane	1.62E+01	3.65E-02	1.17E+01	2.20E-02	----	----	2.20E+01
Bromoform	1.37E+01	2.43E-01	9.27E+00	1.37E-01	470	2900	4.70E+02
Bromomethane	NA	NA	NA	NA	470	----	4.70E+02
2-Butanone	1.13E+03	NA	2.31E+03	NA	----	320	3.20E+02
Butyl benzyl phthalate	5.69E+01	NA	3.14E+01	NA	----	460	4.60E+02
Carbon disulfide	9.81E+01	NA	7.92E+01	NA	----	----	7.92E+04
Carbon tetrachloride	3.31E-01	1.02E-02	2.00E-01	5.13E-03	44	3500	4.40E+01
gamma-Chlordane	1.66E-02	5.97E-04	9.13E-03	2.73E-04	0.0048	----	4.80E-03
4-Chloro-3-methylphenol	NA	NA	NA	NA	----	----	NA
4-Chloroaniline	NA	NA	NA	NA	----	----	NA
Chlorobenzene	1.37E+01	NA	9.27E+00	NA	----	1200	1.20E+03
Chloroethane	NA	NA	NA	NA	----	----	NA
2-Chloroethylvinyl ether	NA	NA	NA	NA	----	----	NA
Chloroform	8.98E+00	4.12E-01	6.87E+00	2.63E-01	470	3600	4.70E+02
Chloromethane	NA	3.51E-01	NA	4.16E-01	470	----	4.70E+02
2-Chlorophenol	3.89E+00	NA	2.77E+00	NA	----	400	4.00E+02
4-Chlorophenyl phenyl ether	NA	NA	NA	NA	----	----	NA
Chrysene	NA	1.07E-01	NA	4.90E-02	0.031	----	3.10E-02

Table C.4 PORTS Quadrant IV Seep Water Preliminary Remediation Goals

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Chemical	Surface Water PRG Worker (HI) (mg/L)	Surface Water PRG Worker (CR) (mg/L)	Surface Water PRG Recreator (HI) (mg/L)	Surface Water PRG Recreator (CR) (mg/L)	ARAR Human (Non-drinking) (ug/l)	ARAR Aquatic Life* (ug/l)	Selected Seep Water PRG (ug/L)
2,4-D	NA	NA	NA	NA	---	---	NA
4,4'-DDD	NA	3.23E-03	NA	1.48E-03	---	---	1.48E+00
4,4'-DDE	NA	2.28E-03	NA	1.04E-03	---	---	1.04E+00
4,4'-DDT	1.38E-01	2.28E-03	7.61E-02	1.04E-03	0.00024	---	2.40E-04
Dibenz(a,h)anthracene	NA	1.06E-04	NA	4.87E-05	0.031	---	3.10E-02
Dibenzofuran	NA	NA	NA	NA	---	---	NA
1,2-Dibromo-3-chloropropane	NA	1.24E-03	NA	6.73E-04	---	---	6.73E-01
Dibromochloromethane	1.62E+01	2.69E-02	1.17E+01	1.62E-02	---	---	1.62E+01
Dibromomethane	1.48E+01	NA	1.79E+01	NA	---	---	1.48E+04
1,2-Dichloro-1,1,2,2-tetrafluoroethane	NA	NA	NA	NA	---	---	NA
Dichlorobenzene	NA	NA	NA	NA	---	---	NA
1,2-Dichlorobenzene	3.15E+01	NA	1.79E+01	NA	260	320	2.60E+02
1,3-Dichlorobenzene	NA	NA	NA	NA	260	500	2.60E+02
1,4-Dichlorobenzene	NA	3.99E-02	NA	1.88E-02	260	220	2.20E+02
Dichlorobromomethane	NA	NA	NA	NA	470	---	4.70E+02
Dichlorodifluoromethane	1.54E+02	NA	1.09E+02	NA	---	---	1.09E+05
1,1-Dichloroethane	1.25E+02	NA	1.23E+02	NA	---	---	1.23E+05
1,2-Dichloroethane	NA	3.84E-02	NA	3.14E-02	990	25000	9.90E+02
1,1-Dichloroethene	7.09E+00	3.68E-03	5.07E+00	2.19E-03	32	3000	3.20E+01
1,2-Dichloroethene	1.35E+01	NA	1.66E+01	NA	---	---	1.35E+04
cis-1,2-Dichloroethene	9.81E+00	NA	7.92E+00	NA	---	---	7.92E+03
trans-1,2-Dichloroethylene	1.62E+01	NA	1.17E+01	NA	---	14000	1.17E+04
Dichlorofluoromethane	NA	NA	NA	NA	---	---	NA
2,4-Dichlorophenol	1.22E+00	NA	7.14E-01	NA	---	400	4.00E+02
1,2-Dichloropropane	NA	3.60E-02	NA	2.26E-02	---	---	2.26E+01
cis-1,3-Dichloropropene	NA	NA	NA	NA	310	---	3.10E+02
trans-1,3-Dichloropropene	NA	NA	NA	NA	310	---	3.10E+02
Dieldrin	1.40E-02	4.89E-05	7.69E-03	2.24E-05	0.00076	---	7.60E-04
Diethyl phthalate	4.78E+02	NA	3.07E+02	NA	120000	5200	5.20E+03
Dimethylbenzene	NA	NA	NA	NA	---	---	NA
Dimethyl phthalate	NA	NA	NA	NA	2900000	3300	3.30E+03
2,4-Dimethylphenol	1.32E+01	NA	8.75E+00	NA	---	---	8.75E+03
Di-n-butyl phthalate	2.87E+01	NA	1.58E+01	NA	12000	700	7.00E+02
Di-n-octyl phthalate	5.54E+00	NA	3.04E+00	NA	---	---	3.04E+03
2,4-Dinitrotoluene	NA	4.23E-03	NA	2.94E-03	91	---	9.10E+01
1,4-Dioxane	NA	4.89E-01	NA	8.84E-01	---	---	4.89E+02
Endosulfan I	NA	NA	NA	NA	---	---	NA
Endosulfan II	NA	NA	NA	NA	---	---	NA
Endosulfan sulfate	NA	NA	NA	NA	---	---	NA
Endrin	NA	NA	NA	NA	---	---	NA
Endrin aldehyde	NA	NA	NA	NA	---	---	NA
Endrin Ketone	NA	NA	NA	NA	---	---	NA
Ethylbenzene	3.92E+01	NA	2.27E+01	NA	29000	2800	2.80E+03
Ethyl Methacrylate	8.32E+01	NA	6.47E+01	NA	---	---	6.47E+04
Fluoranthene	1.13E+01	NA	6.21E+00	NA	54	400	5.40E+01
Fluorene	1.19E+01	NA	6.60E+00	NA	0.031	---	3.10E-02
Freon 114	NA	NA	NA	NA	---	---	NA
Heptachlor	1.38E-01	1.72E-04	7.61E-02	7.89E-05	0.0028	---	2.80E-03

Table C.4 PORTS Quadrant IV Seep Water Preliminary Remediation Goals

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Chemical	Surface Water PRG Worker (HI) (mg/L)	Surface Water PRG Worker (CR) (mg/L)	Surface Water PRG Recreator (HI) (mg/L)	Surface Water PRG Recreator (CR) (mg/L)	ARAR Human (Non-drinking) (ug/l)	ARAR Aquatic Life* (ug/l)	Selected Seep Water PRG (ug/L)
Heptachlor epoxide	3.66E-03	8.67E-05	2.02E-03	3.98E-05	---	---	3.98E-02
Hexachlorobenzene	2.22E-01	4.85E-04	1.22E-01	2.22E-04	0.99	---	9.90E-01
Hexachlorobutadiene	NA	NA	NA	NA	---	---	NA
Hexachloroethane	NA	NA	NA	NA	87.4	---	8.74E+01
2-Hexanone	NA	NA	NA	NA	---	---	NA
Indeno(1,2,3-cd)pyrene	NA	1.06E-03	NA	4.87E-04	0.031	---	3.10E-02
Isobutyl Alcohol	5.15E+02	NA	8.15E+02	NA	---	---	5.15E+05
Isophorone	2.16E+02	3.18E+00	1.87E+02	2.29E+00	520000	12000	5.20E+05
Kepone	NA	NA	NA	NA	---	---	NA
Methoxychlor	1.41E+00	NA	7.76E-01	NA	---	---	7.76E+02
4-Methyl-2-pentanone	1.24E+02	NA	1.61E+02	NA	---	---	1.24E+05
Methyl Methacrylate	1.08E+02	NA	1.16E+02	NA	---	---	1.08E+05
Methylene Chloride	8.59E+01	5.35E-01	9.93E+01	5.15E-01	470	19000	4.70E+02
2-Methylnaphthalene	NA	NA	NA	NA	---	---	NA
2-Methylphenol	4.62E+01	NA	3.59E+01	NA	---	1000	1.00E+03
3-Methylphenol	NA	NA	NA	NA	---	---	NA
4-Methylphenol	4.62E+00	NA	3.59E+00	NA	---	280	2.80E+02
Naphthalene	1.48E+01	NA	8.48E+00	NA	0.031	320	3.10E-02
Neptunium-237	NA	NA	NA	NA	---	---	NA
4-Nitroaniline	NA	NA	NA	NA	---	---	NA
Nitrobenzene	4.90E-01	NA	3.96E-01	NA	1900	2700	1.90E+03
2-Nitrophenol	NA	NA	NA	NA	---	---	NA
4-Nitrophenol	NA	NA	NA	NA	---	1600	1.60E+03
N-Nitrosodimethylamine	NA	NA	NA	NA	160	580	1.60E+02
N-nitroso-di-N-propylamine	NA	NA	NA	NA	12.4	---	1.24E+01
N-Nitrosodiphenylamine/ diphenylamine	NA	2.24E-01	NA	1.08E-01	161	---	1.61E+02
N-Nitrosomorpholine	NA	NA	NA	NA	---	---	NA
O,O,O-Triethylphosphorothioate	NA	NA	NA	NA	---	---	NA
Pentachloro-dibenzo[b,c][1,4]dioxin	NA	NA	NA	NA	---	---	NA
Pentachlorophenol	8.46E+00	6.58E-03	4.66E+00	3.02E-03	---	---	3.02E+00
Phenanthrene	NA	NA	NA	NA	0.031	---	3.10E-02
Phenol	7.79E+02	NA	7.98E+02	NA	---	9900	9.90E+03
Propionitrile	NA	NA	NA	NA	---	---	NA
Pyrene	8.46E+00	NA	4.66E+00	NA	0.031	---	3.10E-02
Pyridine	NA	NA	NA	NA	---	---	NA
Styrene	8.70E+01	NA	5.15E+01	NA	---	2500	2.50E+03
2,4,5-T	NA	NA	NA	NA	---	---	NA
1,1,2,2-Tetrachloroethane	NA	9.03E-03	NA	4.96E-03	107	2000	1.07E+02
Tetrachloroethene	3.53E+00	1.90E-02	2.01E+00	9.03E-03	3500	1100	1.10E+03
Toluene	9.91E+01	NA	6.04E+01	NA	300000	4800	4.80E+03
TP-Silvex	NA	NA	NA	NA	---	---	NA
1,2,4-Trichlorobenzene	3.03E+00	NA	1.69E+00	NA	---	310	3.10E+02
1,1,2-Trichloro-1,2,2-trifluoroethane	3.35E+04	NA	2.98E+04	NA	---	---	2.98E+07
1,1,1-Trichloroethane	5.37E+01	NA	3.45E+01	NA	1030000	3900	3.90E+03
1,1,2-Trichloroethane	3.31E+00	4.07E-02	2.43E+00	2.49E-02	418	4000	4.18E+02
Trichloroethene	NA	1.61E-01	NA	8.79E-02	---	3400	8.79E+01
Trichlorofluoromethane	1.73E+02	NA	1.10E+02	NA	---	---	1.10E+05
2,4,5-Trichlorophenol	NA	NA	NA	NA	---	---	NA

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Table C.4 PORTS Quadrant IV Seep Water Preliminary Remediation Goals

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Chemical	Surface Water PRG Worker (HI) (mg/L)	Surface Water PRG Worker (CR) (mg/L)	Surface Water PRG Recreator (HI) (mg/L)	Surface Water PRG Recreator (CR) (mg/L)	ARAR Human (Non-drinking) (ug/l)	ARAR Aquatic Life* (ug/l)	Selected Seep Water PRG (ug/L)
2,4,6-Trichlorophenol	NA	NA	NA	NA	36	32	3.20E+01
1,2,3-Trichloropropane	5.39E+00	3.59E-04	4.12E+00	2.29E-04	---	---	2.29E-01
Trichlorotrifluoroethane	NA	NA	NA	NA	---	---	NA
Vinyl Acetate	2.04E+03	NA	5.68E+03	NA	---	---	2.04E+06
Vinyl Chloride	NA	2.67E-03	NA	4.04E-03	5250	---	5.25E+03
Xylenes	7.66E+02	NA	4.42E+02	NA	---	---	4.42E+05
Aluminum	NA	NA	NA	NA	---	---	NA
Antimony	7.69E-01	NA	1.67E+00	NA	4300	---	4.30E+03
Arsenic	5.76E-01	3.59E-03	1.25E+00	6.48E-03	---	680	3.59E+00
Barium	1.34E+02	NA	2.92E+02	NA	---	---	1.34E+05
Beryllium	9.61E+00	1.25E-03	2.08E+01	2.26E-03	220	1000	2.20E+02
Cadmium (water)	9.61E-01	NA	2.08E+00	NA	---	8.5	8.50E+00
Calcium	NA	NA	NA	NA	---	---	NA
Chromium	9.61E+00	NA	2.08E+01	NA	3433000	1100	1.10E+03
Cobalt	NA	NA	NA	NA	---	---	NA
Copper	NA	NA	NA	NA	---	27	2.70E+01
Cyanide, total	3.84E+01	NA	8.33E+01	NA	---	45	4.50E+01
Fluoride	1.15E+02	NA	2.50E+02	NA	---	---	1.15E+05
Iron	NA	NA	NA	NA	---	---	NA
Lead	NA	NA	NA	NA	---	190	1.90E+02
Lithium	NA	NA	NA	NA	---	---	NA
Magnesium	NA	NA	NA	NA	---	---	NA
Manganese	2.69E+02	NA	5.83E+02	NA	---	---	2.69E+05
Mercury	5.76E-01	NA	1.25E+00	NA	0.012	2.9	1.20E-02
Nickel	3.84E+01	NA	8.33E+01	NA	4600	940	9.40E+02
Potassium	NA	NA	NA	NA	---	---	NA
Selenium	9.61E+00	NA	2.08E+01	NA	---	---	9.61E+03
Silver	9.61E+00	NA	2.08E+01	NA	---	2.7	2.70E+00
Sodium	NA	NA	NA	NA	---	---	NA
Thallium	1.34E-01	NA	2.92E-01	NA	48	140	4.80E+01
Tin	1.15E+03	NA	2.50E+03	NA	---	---	1.15E+06
Vanadium	1.34E+01	NA	2.92E+01	NA	---	---	1.34E+04
Zinc	5.76E+02	NA	1.25E+03	NA	---	32	3.20E+01
Technetium (pCi/L)	NA	2.29E+03	NA	5.29E+03	---	---	2.29E+06
Uranium, total	6.13E+00	8.70E-02	1.70E+01	2.01E-01	---	---	8.70E+01

*Values taken from OAC 3745-1-34, Table 34-1, Inside Mixing Zone Maximum (IMZM) criteria.

ARAR = applicable or relevant and appropriate requirements
 CR = Cancer Risk
 HI = Hazard Index
 NA = not available
 PRG = preliminary remediation goal
 mg/L = milligrams per liter
 pCi/L = picocuries per liter
 ug/L = micrograms per liter
 --- = not available

- (2) Quadrant I-IV RFI Final Reports for the Portsmouth Gaseous Diffusion Plant, Piketon, Ohio; September – December 1996; Prepared for the U. S. Department of Energy, Office of Environmental Restoration and Waste Management Under Budget and Reporting Code EW2010301

QI RFI DRAFT REPORT
Section: Tables
Revision: D2
Date: June 20, 1994

Table 3.1 Quadrant I Potential Constituents of Concern

Acetone	Technetium
Asbestos	Technetium Hexafluoride
Cadmium	Tetrachloroethylene
Calcium Chloride	Toluene
Cupric Arsenate	1,1,1-Trichloroethane
Chloroform	Trichloroethylene
Chromium	Uranium
Hexavalent Chromium	Uranium Hexafluoride
Trivalent Chromium	Waste Oil (including components)
Chromic (VI) Oxide	Xylene
Copper	m-Xylene
Cupric Acid	o-Xylene
Cyanide	p-Xylene
1,1-Dichloroethane	Zinc
1,1-Dichloroethene	Zinc Sulfate (in Orocol)
2,4 -D Ester	
cis-1,2-Dichloroethylene	
trans-1,2-Dichloroethylene	
Diesel Fuel (including components)	
Eresal	
Ethylbenzene	
Ferric Sulfate	
Fly and Bottom Ash (including components)	
Freon-113	
Freon-114	
Gasoline (including components)	
Hydrogen Fluoride (hydrofluoric acid)	
Kerosene	
Lead	
Malathion	
Mercury	
Pentachlorophenol	
Polychlorinated Biphenyls	
Sodium Acid Sulfate (in Orocol)	
Sodium Bisulfate	
Stoddard Solvent	
Sulfuric Acid	

QII RFI DRAFT REPORT
Section: Tables
Revision: D2
Date: June 20, 1994

Table 3.1: Quadrant II Potential Constituents of Concern

Acetone
Asbestos
Cadmium
Calcium Chloride
Cupric Arsenate
Chloroform
Chromium
Hexavalent Chromium
Trivalent Chromium
Chromic (VI) Oxide
Copper
Cupric Acid
Cyanide
1,1-Dichloroethane
1,1-Dichloroethene
2,4 -D Ester
cis-1,2-Dichloroethylene
trans-1,2-Dichloroethylene
Diesel Fuel (including components)
Eresal
Ethylbenzene
Ferric Sulfate
Fly and Bottom Ash (including components)
Freon-113
Freon-114
Gasoline (including components)
Hydrogen Fluoride (hydrofluoric acid)
Kerosene
Lead
Malathion
Mercury
Pentachlorophenol
Polychlorinated Biphenyls
Sodium Acid Sulfate (in Orocol)
Sodium Bisulfate
Stoddard Solvent
Sulfuric Acid
Technetium
Technetium Hexafluoride
Tetrachloroethylene

QII RFI DRAFT REPORT
Section: Tables
Revision: D2
Date: June 20, 1994

Table 3.1 Quadrant II Potential Constituents of Concern (continued)

Toluene
1,1,1-Trichloroethane
Trichloroethylene
Uranium
Uranium Hexafluoride
Waste Oil (including components)
Xylene
 m-Xylene
 o-Xylene
 p-Xylene
Zinc
Zinc Sulfate (in Orocol)

QUADRANT III RFI DRAFT FINAL REPORT

Section: Tables

Revision: D2

Date: November 4, 1994

Table 3.1 Quadrant III Potential Constituents of Concern

Acetone	Technetium
Asbestos	Technetium hexafluoride
Cadmium	Tetrachloroethylene
Cupric arsenate	Toluene
Chloroform	1,1,1-Trichloroethane
Chromium	Trichloroethylene
Hexavalent chromium	Uranium
Trivalent chromium	Uranium hexafluoride
Chromic (VI) oxide	Waste oil (including components)
Copper	Xylene
Cyanide	m-Xylene
1,1-Dichloroethane	o-Xylene
1,1-Dichloroethene	p-Xylene
2,4-D Ester	Zinc
cis-1,2-Dichloroethylene	Zinc sulfate (in Orocol)
trans-1,2-Dichloroethylene	
Diesel fuel (including components)	
Ethylbenzene	
Ferric sulfate	
Fly and Bottom Ash (including components)	
Freon-113	
Freon-114	
Gasoline (including components)	
Hydrogen fluoride (hydrofluoric acid)	
Kerosene	
Lead	
Malathion	
Mercury	
Pentachlorophenol	
Polychlorinated Biphenyls	
Polynuclear Aromatic Hydrocarbons	
Sodium bisulfate	
Stoddard Solvent	
Sulfuric acid	

QUADRANT IV RFI FINAL REPORT

Section: Tables

Revision: D3

Date: December 27, 1996

Table 3.1 Quadrant IV Potential Constituents of Concern

Acetone	Technetium
Asbestos	Technetium hexafluoride
Cadmium	Tetrachloroethylene
Cupric arsenate	Toluene
Chloroform	1,1,1-Trichloroethane
Chromium	Trichloroethylene
Hexavalent chromium	Uranium
Trivalent chromium	Uranium hexafluoride
Chromic (VI) oxide	Waste oil (including components)
Copper	Xylene
Cyanide	m-Xylene
1,1-Dichloroethane	o-Xylene
1,1-Dichloroethene	p-Xylene
2,4-D Ester	Zinc
cis-1,2-Dichloroethylene	Zinc sulfate (in Orocol)
trans-1,2-Dichloroethylene	
Diesel fuel (including components)	
Ethylbenzene	
Ferric sulfate	
Fly and Bottom Ash (including components)	
Freon-113	
Freon-114	
Gasoline (including components)	
Hydrogen fluoride (hydrofluoric acid)	
Kerosene	
Lead	
Malathion	
Mercury	
Pentachlorophenol	
Polychlorinated Biphenyls	
Polynuclear Aromatic Hydrocarbons	
Sodium bisulfate	
Stoddard Solvent	
Sulfuric acid	

(3) 2007 Groundwater Monitoring Report for the Portsmouth Gaseous Diffusion Plant, Piketon, Ohio; Date Revised – August 2008; Prepared for the U. S. Department of Energy, Portsmouth/Paducah Project Office.

Table 7. PORTS preliminary remediation goals (PRGs)

Chemical	Gallia PRG ($\mu\text{g/L}$) ^a	Berea PRG ($\mu\text{g/L}$) ^a
Acetone	10,200	10,200
Acetonitrile	564	564
Acrolein	1.03	1.03
Acrylonitrile	0.431	0.431
Aroclor-1260	0.5	0.5
Benzene	5	10.5
Benzoic acid	406,000	406,000
gamma-BHC (Lindane)	0.2	0.2
bis (2-ethylhexyl) phthalate	6	6
Bromodichloromethane	100	100
Bromoform	100	100
Bromomethane	140	140
2-Butanone (MEK)	53,800	53,800
Butyl benzyl phthalate	14,900	14,900
Carbon disulfide	6270	6270
Carbon tetrachloride	5	5
alpha-Chlordane	2	2
gamma-Chlordane	2	2
Chlorobenzene	100	100
Chloroethane	246,000	246,000
Chloroform	100	100
Chloromethane	13.4	13.4
2-Chlorophenol	465	465
2,4-D	70	70
4,4'-DDD	0.859	0.859
4,4'-DDT	0.46	0.46
1,2-Dibromo-3-chloropropane	0.2	0.2
Dibromochloromethane	3.12	3.12
Dibromomethane	999	999
Dichlorobenzene	75	75
1,2-Dichlorobenzene	600	600
1,4-Dichlorobenzene	75	75
Dichlorodifluoromethane	4560	4560
1,1-Dichloroethane	5860	5860
1,2-Dichloroethane	5	5
1,1-Dichloroethene	7	7
1,2-Dichloroethene	900	900
cis-1,2-Dichloroethene	70	70
trans-1,2-Dichloroethene	100	100

Table 7. PORTS preliminary remediation goals (PRGs) (continued)

Chemical	Gallia PRG ($\mu\text{g/L}$) ^a	Berea PRG ($\mu\text{g/L}$) ^a
1,2-Dichloropropane	5	5
Diethyl phthalate	71,300	71,300
Di-n-butyl phthalate	7450	7450
Di-n-octyl phthalate	1470	1470
2,4-Dinitrotoluene	0.397	0.397
1,4-Dioxane	25.9	25.9
Ethylbenzene	700	700
Ethyl methacrylate	8570	8570
Heptachlor	0.4	0.4
Heptachlor epoxide	0.2	0.2
Hexachlorobenzene	1	1
Hexachlorobutadiene	3.7	3.7
Hexachloroethane	20	20
Hexane	6100	6100
Isobutyl alcohol	30,300	30,300
4-Methyl-2-pentanone	6360	6360
Methyl methacrylate	7930	7930
Methylene chloride	5	5
2-Methylphenol	4760	4760
3-Methylphenol	4760	4760
4-Methylphenol	476	476
Naphthalene	3210	3210
Nitrobenzene	47.9	47.9
Pentachlorophenol	1	1
Phenol	59,300	59,300
Pyridine	100	100
Styrene	100	100
2,4,5-T	1000	1000
1,1,1,2-Tetrachloroethane	11	11
1,1,2,2-Tetrachloroethane	0.83	0.83
Tetrachloroethane	5	5
Toluene	1000	1000
2,4,5-TP (Silvex)	50	50
1,2,4-Trichlorobenzene	70	70
1,1,2-Trichloro-1,2,2-trifluoroethane (Freon 113)	786,000	786,000
1,1,1-Trichloroethane	200	200
1,1,2-Trichloroethane	5	5
Trichloroethene	5	5
Trichlorofluoromethane	12,100	12,100

Table 7. PORTS preliminary remediation goals (PRGs) (continued)

Chemical	Gallia PRG ($\mu\text{g/L}$) ^a	Berea PRG ($\mu\text{g/L}$) ^a
2,4,5-Trichlorophenol	10,000	10,000
2,4,6-Trichlorophenol	26	26
1,2,3-Trichloropropane	0.0379	0.0379
Vinyl acetate	6840	6840
Vinyl chloride	2	2
Xylenes	10,000	10,000
Antimony	36.5	39.5
Arsenic	92	50
Barium	2000	4011
Beryllium	6.5	7
Boron	9200	9200
Cadmium	6.5	7
Chromium	100	100
Cobalt	13	91
Copper	21	22.5
Cyanide, total	200	200
Fluoride	4000	4212
Lead	50	50
Manganese	14,300	14,300
Mercury	2	2
Nickel	100	840
Selenium	50	50
Silver	50	50
Thallium	10.5	21.5
Tin	61,100	61,100
Vanadium	713	713
Zinc	30,500	30,500
Americium-241 (pCi/L)	0.49	0.49
Neptunium-237 (pCi/L)	0.54	0.54
Plutonium-239/240 (pCi/L)	0.51	0.51
Technetium (pCi/L)	3790	3790
Uranium-233/234 (pCi/L)	124,000	124,000
Uranium-234 (pCi/L)	124,000	124,000
Uranium-235 (pCi/L)	43	43
Uranium-238 (pCi/L)	6.7	6.7
Uranium, total	1000	1000

^aIn $\mu\text{g/L}$ unless otherwise indicated.

Characterization Information

Attachment J-15 contains summary data ⁽⁴⁾. It pertains to soil and groundwater characterization information. The attached listing and tables are excerpts from more comprehensive documents as denoted by the footnotes for each attachment.

*(1) Quadrant IV Cleanup Alternative Study/Corrective Measures Study Final Report for Portsmouth Gaseous Diffusion Plant, Piketon, OH, August 21, 1998

*(2) Quadrant I-IV RFI Final Reports for the Portsmouth Gaseous Diffusion Plant, Piketon, Ohio; September – December 1996; Prepared for the U. S. Department of Energy, Office of Environmental Restoration and Waste Management Under Budget and Reporting Code EW210030

*(3) 2007 Groundwater Monitoring Report for the Portsmouth Gaseous Diffusion Plant, Piketon, Ohio; Date Revised – August 2008; Prepared for the U. S. Department of Energy, Portsmouth/Paducah Project Office.

*(4) These documents depict the conditions and status of the facilities at the time these documents were produced. It should not be construed that the conditions and status are representative of the current state at the time of the contract award. It is the contractor's responsibility to assess the conditions and status of the facilities as described in Section C.

SECTION J - ATTACHMENT 16
COMMUNITY COMMITMENT PLAN

Fluor-B&W Portsmouth, LLC Community Commitment Plan dated November 13, 2009,
is hereby incorporated by reference.