

CONTRACT AWARD				PAGE 1	OF 62	PAGES	
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9A. DUNS NUMBER		9B. TAXPAYER'S IDENTIFICATION NO. 141921823		10. SUBMIT DAVICES (4 copies unless otherwise specified) TO <input type="checkbox"/> ITEM 5 <input type="checkbox"/> ITEM 6 <input type="checkbox"/> ITEM 8 <input checked="" type="checkbox"/> OTHER (Specify) See Sec G.3			
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12. BRIEF DESCRIPTION							
13. TOTAL AMOUNT OF CONTRACT			\$98,393,488.00				
14. CONTRACTOR'S AGREEMENT. Contractor agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.				15. AWARD. The Government hereby accepts your offer on the solicitation identified in item 3 above as reflected in this award document. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.			
<input checked="" type="checkbox"/> A. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN FOUR COPIES TO THE ISSUING OFFICE. (Check if applicable)				A. UNITED STATES OF AMERICA (Signature of Contracting Officer)			
B. SIGNATURE OF PERSON AUTHORIZED TO SIGN <i>Margie Lewis</i>				<i>Marie L. Smith</i>			
C. NAME OF SIGNER Margie Lewis				B. NAME OF CONTRACTING OFFICER Marie L. Smith			
D. TITLE OF SIGNER President - Federal				C. DATE June 20, 2007			
E. DATE 6/20/07							

AUTHORIZED FOR LOCAL REPRODUCTION

OPTIONAL FORM 307 (8-87)
Prescribed by GSA - FAR (48 CFR) 53.215-1(a)



SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TASK ORDER TYPE/ITEMS BEING ACQUIRED

- (a) This is a cost plus award fee (CPAF) type task order for Environmental Remediation, including Waste Management Services.
- (b) The purpose of the task order is to remediate a portion of the Moab Project Site to the appropriate surface clean-up standards in 40 Code of Federal Regulations (CFR) Part 192; Subparts A, B, and C, and dispose of Residual Radioactive Material (RRM) in a Nuclear Regulatory Commission (NRC) approved disposal cell near Crescent Junction, Utah. (Reference Record of Decision for the Remediation of the Moab Uranium Mill Tailings, Grand and San Juan Counties, Utah, September 2005).

B.2 ESTIMATED COST, BASE, AND AWARD FEE

- (a) Pursuant to the FAR clause 52.216-7, entitled "Allowable Cost and Payment," the total estimated cost of this task order is **\$92,388,252**.
- (b) The base fee is **\$1,847,765**. [2% of estimated cost in B.2 (a)].
- (c) The total available award fee for the task order is **\$4,157,471**. The total fee (base fee plus award fee) under this task order will not exceed the contract fee ceiling contained in the Basic Contract.
- (d) The award fee for this task order shall be awarded upon the unilateral determination of DOE's Fee Determination Official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based upon the FDO's evaluation of the contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available base and award fee for the period may be authorized.
- (e) Award fee available for each period is as set forth in the award fee plan. Should the anticipated scope per fiscal year increase or decrease by an estimated 10% or greater from the scope as priced in the task order for that year, the contractor and Government will enter into good faith negotiations to revise the fee pool for that year (and subsequent years as may be appropriate) accordingly.
- (f) The evaluation of contractor performance shall be in accordance with the Award Fee Plan described in Subparagraph (1) of this clause unless otherwise set forth in the task order. The contractor shall be promptly advised in writing of the fee determination, and the basis of the fee determination. The FDO may at his/her discretion adjust the fee to reflect the contractor's performance of the Statement of Work

(SOW) requirements. Any such adjustment shall be in accordance with the clause entitled, "Conditional Payment of Fee, Profit, or Incentives" contained in the Basic Contract.

(1) Award Fee Plan. To the extent not set forth elsewhere in the task order:

(a) The Government shall establish an Award Fee Plan upon which the determination of the total available fee amount earned shall be based. The Award Fee Plan will address all of the requirements of task order performance specified in the task order directly or by reference. A copy of the Award Fee Plan shall be provided to the contractor:

(i) prior to the start of an evaluation period if the requirements, evaluation areas, specific incentives, amount of fee, and allocation of fee to such evaluation areas and specific incentives have been mutually agreed to by the parties; or

(ii) not later than thirty days prior to the scheduled start date of the evaluation period, if the requirements, evaluation areas, specific incentives, amount of fee, and allocation of fee to such evaluation areas and specific incentives have been unilaterally established by the task ordering officer.

(2) The Award Fee Plan will set forth the criteria upon which the contractor will be evaluated relating to any technical, schedule, management, and/or cost objectives selected for evaluation. Such criteria should be objective, but may also include subjective criteria. The Plan shall also set forth the method by which the total available fee amount will be allocated and the amount earned determined.

(3) The Award Fee Plan may, consistent with this SOW, be revised during the period of performance. The DCO shall notify the contractor;

(a) of such unilateral changes at least 90 calendar days prior to the end of the affected evaluation period and at least 30 calendar days prior to the effective date of the change;

(b) of such bilateral changes at least 60 calendar days prior to the end of the affected evaluation period; or

(c) if such change, whether unilateral or bilateral, is urgent and high priority, at least 30 calendar days prior to the end of the evaluation period.

(4) Immediately upon the FDO's final determination of the award fee for the evaluation period, the contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from each evaluation period shall not be eligible to be earned in any future period(s).

(g) The total fee (base fee plus award fee determined in accordance with the above) payable under this task order will not exceed the contract fee ceiling contained in the Basic Contract.

(h) Pursuant to the FAR clause 52.232-22, entitled "Limitation of Funds," the total amount of incremental funding allotted to this task order is **\$17,000,000**. It is estimated that this amount is sufficient to cover performance through **September 30, 2007**.

(i) Financial Plans: Cost and Commitment Limitations. In addition to the limitation specified above or elsewhere in this task order, DOE will issue Financial Plans to the contractor to establish controls on the cost and commitments to be made in the performance of this task order. A Financial Plan is a document issued by DOE that provides the contractor with the available funding by administrative control points. The contractor may not spend an amount in excess of the limit stated for each administrative control point.

B.3 TASK ORDER FUNDING PROFILE

Subject to the availability of funds, it is anticipated that the funding profile for the task order will be in accordance with the schedule provided below. The contractor should assume the following funding profile for its activities:

Fiscal Year:	Funding Profile
FY 2007	\$~18M
FY 2008	\$~24M
FY 2009	\$~24M
FY 2010	\$~24M
FY 2011	\$~12M
Total	\$~102M

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

B.4 PERIOD OF PERFORMANCE

The period of performance shall be from the date of award of this task order through September 30, 2011.

SECTION C STATEMENT OF WORK

C.1 MOAB PROJECT INTRODUCTION

C.1.1 Task Order Purpose and Overview

This is a Cost-Plus-Award Fee (CPAF) Task Order issued under the Indefinite Delivery Indefinite Quantity (IDIQ) Contract DE-AM09-05SR22422. This task order reflects the application of approaches and techniques that emphasize results/outcomes and minimize “how to” performance descriptions. The contractor has the responsibility for total performance under the task order, including determining specific methods for accomplishing the work. The purpose of the task order is to remediate a portion of the Moab Site in Utah to appropriate surface clean-up standards as specified in 40 Code of Federal Regulations (CFR) Part 192; Subparts A, B, and C, and to dispose of Residual Radioactive Material (RRM) in a Nuclear Regulatory Commission (NRC) approved disposal cell near Crescent Junction, Utah. (Reference Record of Decision for the Remediation of the Moab Uranium Mill Tailings, Grand and San Juan Counties, Utah, September 2005). Hereinafter, RRM (Attachments A and B) is used throughout the SOW to reference the tailings and other contaminated materials from former uranium/vanadium processing.

C.1.2 Task Order Objectives

1. Complete the Final Remedial Action Plan and obtain NRC approval.
2. Excavate 2.25 million tons of RRM from the Moab site tailings pile (Attachment A).
3. Management and handling of waste (RRM) which includes but is not limited to all activities necessary for determining the method or design of waste management and waste handling systems, necessary construction and/or installation implementation of the waste management and waste handling systems/methods and operation of such systems or methods in order for the RRM and other waste to be removed and shipped for disposal at Crescent Junction
4. Shipment of the 2.25 million tons of RRM from the tailings pile, predominantly by rail, as required by the ROD to Crescent Junction.
5. Excavation of a portion of a RRM disposal cell at Crescent Junction in accordance with the NRC approved Remedial Action Plan.
6. Waste management of the RRM from the tailings pile and off-pile areas at the Crescent Junction site. Transfer, handling, and placement of the RRM in the Crescent Junction disposal cell.
7. Installation of the disposal cell cover as approved by the NRC and in a manner that minimizes the amount of RRM exposed.
8. All work including construction, if any, and building, if any, shall be performed in a safe manner and in full compliance with all applicable laws, permits, and DOE Orders and in accordance with the requirements of the SOW.

9. Waste Management (including disposal) of all other waste generated during the performance of the SOW
10. Remove RRM (275,000 tons) from the off-pile areas, ship by rail, and dispose of at Crescent Junction (Attachment B). The 275,000 tons of off-pile material is in addition to the 2.25 million tons of tailings pile RRM.

C.1.3 Contractor Performance

The contractor shall furnish all personnel, facilities, equipment, material, services and supplies (except as set forth in this contract to be furnished by the DOE or others), and otherwise do all things necessary to accomplish work in a safe, integrated, effective and efficient manner in accordance with the terms and conditions of the task order. In performing the work, the contractor shall comply with all applicable DOE orders and Local, State and Federal regulations.

The contractor shall be responsible for planning, integrating, managing and executing the programs, projects, operations and other activities as described in this SOW.

The contractor shall be responsible for providing project management functions to enable the safe operation of Moab and the Crescent Junction sites. In addition, the contractor is responsible for the operations, environment, safety, health and quality control within its own organization.

C.1.4 Integrated Execution Plan (IEP)

DOE's contracting approach for the Moab project includes a Remedial Action contractor (RAC), which is the contractor for this task order, and a Technical Assistance contractor (TAC). The RAC/TAC model was previously used by the DOE Uranium Mill Tailings Remedial Action (UMTRA) program in the successful management of 22 UMTRA sites. S.M. Stoller Corp. currently performs as the TAC for the Moab project. The RAC shall develop a comprehensive approach that integrates RAC (hereinafter referred to as "contractor") and TAC activities to achieve safe and efficient work in support of the Moab Project Mission.

a. The contractor shall provide an Integrated Execution Plan (IEP) addressing coordination and communication with the existing TAC. The IEP shall be submitted to DOE not later than 60 days following task order award. The contractor shall address Sections C.1.4.b and C.1.4.c in the IEP.

b. Integrated Safety and Quality - The contractor shall integrate its overall safety and quality function with that of the TAC, including the TAC's Integrated Safety Management System (ISMS) and quality assurance plans. The contractor shall have their own ISMS, quality assurance plans, and any other plans required by this task order.

c. The functions delineated below are the responsibilities or functions that will be performed by the contractor. Also listed are the functions and responsibilities of the TAC. These

functions will require interaction between the two contractors and will need to be integrated and coordinated during performance of the task order and addressed in the IEP.

- i. The TAC will maintain and input project funding information into various DOE systems, such as the Integrated Planning, Accountability, and Budgeting System (IPABS). The RAC will provide information to the TAC for input into those DOE Systems.
- ii. The RAC is responsible for implementation of safeguards and security in accordance with DOE M 470.4 and compliance with the TAC's safeguards and security program.
- iii. The RAC will be responsible for safeguarding property in its possession, as well as the RRM, including during shipments.
- iv. The RAC is responsible for site access control and access to radiological areas. The RAC is responsible for implementing badging requirements consistent with the DOE M 470.4-2 at the Moab and Crescent Junction sites.
- v. The RAC is responsible for the total Moab (RAC and TAC) project baseline as specified in Section H.900 of the task order. The TAC is responsible for the Change Control Administrative Functions. The RAC will provide information to TAC, as requested, for the change control administrative functions.
- vi. The RAC is responsible for providing its own computer equipment, hardware and software. The only computer equipment and hardware that will be provided to the RAC is listed in Section J – Attachment G. The RAC will ensure its equipment, hardware, and software are compatible and in compliance with the TAC's infrastructure communication system. The TAC is responsible for the information Technology (IT) Infrastructure at the Moab and Crescent Junction sites. This includes providing servers and network, internet access.
- vii. The TAC has responsibility for the Public Affairs Functions. Section C. 4, Public Involvement and Stakeholder Interaction, identifies the RAC's responsibilities under this task order.
- viii. The TAC has responsibility for the Records Management of the overall project. The RAC is responsible for performing its own internal records management functions including the records management requirements contained in this task order and the basic contract. The RAC will provide records necessary for the TAC's Records Management activities.
- ix. The TAC is responsible for maintenance of the infrastructure for the communications systems, including the communication systems of the RAC. The RAC shall provide and maintain the desk phones, cell phones and walkie talkies. The only communication equipment that will be provided to the RAC is listed in Section J – Attachment G.
- x. The TAC has responsibility for the design, implementation, operation, and maintenance of Interim Ground Water corrective actions.
- xi. The RAC is responsible for management and operations of the evaporation pond that is fed by the Interim Ground Water corrective action wells. The TAC is responsible for operations of the extraction and injection wells.

d. The TAC does not have the authority to direct the contractor under this task order. If the TAC's performance of the above functions interferes with the ability of the contractor to perform under the task order, the contractor shall notify the DCO or DCOR immediately.

- e. **Transfer of Ongoing Activities:** The Contractor is required to assume responsibility for all RAC activities within 30 days of task order award.

C.1.5 Agency Agreements

- a. The Moab project is regulated by the NRC under Title I of the Uranium Mill Tailings Radiation Control Act of 1978. NRC approval of the Final Remedial Action Plan will be required. The contractor's operations shall be conducted in accordance with the Final Remedial Action Plan (RAP) approved by the NRC. Any proposed deviations from the Final RAP shall be submitted to DOE for DOE and NRC approval.
- b. For the Moab project, the State of Utah has no regulatory authority with regards to the management and disposition of RRM. However, there are numerous other site activities that fall under the purview of State regulations (fugitive dust emissions, storm water pollution prevention, etc.). To the extent the contractor is responsible for activities conducted under this task order, the contractor shall ensure that Moab and Crescent Junction sites, as well as the Contractor's activities, are compliant with all applicable laws and regulations. The contractor shall obtain and administer all required permits and agreements necessary to complete the requirements of this task order.
- c. The Moab Uranium Mill Tailings ROD dated September 2005 is applicable to Moab and Crescent Junction activities.

C.2 ENVIRONMENTAL REMEDIATION AND WASTE MANGEMENT

C.2.1 Environmental Remediation and Waste Management Support Activities

The contractor shall be responsible for operating the Moab and Crescent Junction sites. Activities to be performed in the operation of the sites include, but are not limited to:

- a. Site access control to radiological areas at the Moab and Crescent Junction sites.
- b. Operation of freshwater ponds and pumping systems (irrigation and sprinkler for dust control) at the Moab site.
- c. Controlling dust at the Moab and Crescent Junction sites via water, calcium chloride application or other acceptable method. The contractor shall aggressively manage and maintain a "zero visible" level.
- d. Operation of the tailings pile RRM dewatering system at the Moab site.
- e. Site Maintenance Activities such as erosion control, equipment maintenance (RAC's and GFE), janitorial services for all site users, maintenance of all trailers and trailer staging area (including utilities), provision for laundering, if necessary, of required PPE's and management of waste water.

C.2.2 Waste Management and Handling Systems/Methods and Activities

C.2.2.1 RRM Handling and Transfer Systems/Methods

- a. The contractor shall prepare, design, construct, if any, and/or install, implement, and operate the waste management and handling systems/methods at Moab and Crescent Junction. The waste management and handling systems/methods shall be used to transfer the RRM located at the Moab site to the rail line for shipment to Crescent Junction and subsequently transfer the RRM from the rail line at Crescent Junction to the Crescent Junction disposal cell. In accordance with the September 2005 Moab Uranium Mill Tailings ROD, the majority of the RRM shall be transported primarily by rail from Moab to Crescent Junction.
 - i. The contractor shall use means which are safe, efficient, and cost effective to transfer the RRM in accordance with the ROD.
 - ii. The contractor shall be responsible for the loading and off-loading of the RRM onto rail cars and shipment between Moab and Crescent Junction.
 - iii. The final design or method of the RRM handling and transfer systems for the Moab and Crescent Junction sites shall be submitted to DOE for review and approval within 180 days after task order award.
- b. After approval by DOE of the final design or method, the contractor shall install and operate the approved RRM handling and transfer systems/methods.
- c. Any over-sized material or debris that cannot be transported via rail shall be transported to Crescent Junction in trucks via US Highway 191.

C.2.2.2 Crescent Junction Water Source

- a. The contractor shall identify and provide to the DOE, within 90 days after task order award, the water source for dust control and RRM placement at the Crescent Junction site.
- b. After DOE approval of the identified water source, the contractor shall submit the final design or plans for the water source method to the DOE within 180 days of task order award for review and approval.
- c. After DOE approval of the design, plans and method, the contractor shall implement and operate the method/system for the approved water source for dust control and RRM placement prior to disposal cell excavation.

C.2.3 Final Remedial Action Plan

- a. The contractor will prepare a Final RAP for NRC approval. The contractor will be provided a Draft RAP, which shall be used as the basis for the preparation of the Final RAP. The Draft RAP was submitted to the NRC for review. The contractor shall address and resolve all comments received from the NRC review.
- b. The Final RAP shall contain a final design of the disposal cell which includes the final drawings and specifications at a level of detail suitable for competitive bidding purposes.

(The foregoing should not be interpreted as requiring the contractor to subcontract out the activities identified in Section C.2.4). The final design for the disposal cell in the Final RAP shall be able to accommodate the total amount of RRM at the Moab site.

- c. The contractor shall submit the Final RAP to DOE within 240 days after task order award. The DOE will review, and if approved, submit to NRC for review and approval. The contractor shall address and resolve all comments by DOE and NRC to achieve Final RAP approval.

C.2.4 Remedial Action

C.2.4.1 Disposal Cell

- a. The contractor shall construct and excavate an area per the Final RAP for the disposal of the RRM at Crescent Junction. The contractor shall place the RRM in the Crescent Junction disposal cell in accordance with the NRC approved final RAP. Such excavation and placement shall be proportionate with the volume of RRM identified in this task order for removal from the Moab site. The Contractor shall minimize the stockpiling of the RRM at Crescent Junction. .
- b. The contractor shall perform the work in stages in order to prevent excessive areas of the cell remaining open while awaiting arrival of the shipments of the RRM for placement in the disposal cell..

C.2.4.2 Excavation and Waste Management of RRM and Other Waste Generated During the Remediation Activities

- a. The contractor shall prepare and submit an Excavation Plan for the Moab site which includes but is not limited to the details of the planned excavation method, the excavation sequence, mixing of slimes and sands, segregation of oversize materials and water management.
- b. The Contractor shall excavate 2.25 million tons from the tailings pile. The waste excavated and shipped shall be comprised of approximately equal volumes of sands, slime, and transition material. Mixing of sands and slimes may be necessary in order to achieve acceptable moisture levels in the RRM for shipment and disposal at Crescent Junction. If the contractor elects to dry the RRM by spreading the RRM in contaminated areas of the Moab project site, the drying of RRM within the 100 year floodplain shall be conducted only with the prior written approval of the Contracting Officer.
- c. The Contractor shall remove 275,000 tons of RRM from the off-pile areas at the Moab site and dispose of this material at the Crescent Junction disposal cell. In the off-pile areas remediated by the Contractor, the Contractor shall demonstrate that soil clean up standards in 40 CFR 192 have been met by performing verification sampling

upon completion of the remediation of RRM. DOE will designate the areas from which the contractor is to remove the RRM. The Contractor shall also:

- i. Submit a completion report for each off pile area to DOE within 60 days after verification sampling is completed.
- ii. In some cases, the application of "supplemental standards" (40 CFR 192-21) may be necessary. Such supplemental standards applications shall be approved by DOE and the NRC and applied accordingly by the contractor.

Note: The Contractor may use the off-pile material for mixing with the tailings pile or direct ship it to Crescent Junction. Regardless, the Contractor is responsible for removing, shipping, and disposing of 275,000 tons of RRM from the off-pile areas and 2.25 million tons of RRM from the tailings pile.

- d. The contractor shall develop and implement a method for managing water during the performance of these activities in accordance with the approved excavation plan.
- e. The waste that requires special handling shall be managed in accordance with the Moab Waste Management Plan. The Waste Management Plan shall be updated to include the Crescent Junction site.
- f. The contractor is responsible for maintaining documentation, monitoring, and tracking of material excavated, shipped and disposed.

C.2.4.3 Shipment of RRM to the Crescent Junction Disposal Cell

C.2.4.3.1 Rail Shipments

- a. In accordance with the September 2005 Moab Uranium Mill Tailings ROD, the RRM shall be shipped predominantly by rail via the Union Pacific Cane Creek Branch Line. The contractor shall be responsible for making and entering into arrangements with Union Pacific for the transportation of the RRM. The RRM shall be transported in accordance with the U.S. Department of Transportation special permits for the transportation of radioactive materials.
- b. The contractor shall prepare a final design for and make and complete any necessary rail improvements or upgrades for the transportation of the RRM.
- c. The contractor is responsible for obtaining and negotiating any applicable permissions and making all arrangements with Union Pacific for the rail transportation and improvements to the rail upgrades. Any rail upgrades or improvements to the rail on the Moab or Crescent Junction sites is subject to the approval of DOE **and** Union Pacific, except to the extent necessary to ensure the rail cars can connect to Union Pacific train/engines. The contractor shall submit the final design for any rail improvements and/or upgrades to DOE for review and approval within 180 days of task order award.

C.2.4.3.2 Truck Shipments to the Crescent Junction Disposal Cell

- a. Oversized materials and/or debris that cannot be shipped by rail shall be transported to the Crescent Junction disposal cell by trucks via U.S. Highway 191. The contractor is also responsible for the trailers as well as the intermodal units or any other units used to transport the waste by truck. The shipments shall be made in accordance with the U.S. Department of Transportation special permit for the transport of radioactive materials.

C.2.4.4 Disposal of RRM

- a. The contractor shall place the RRM into the Crescent Junction disposal cell in accordance with the NRC approved RAP. The contractor is responsible for removal of the RRM from the rail cars and/or trucks and transferring to the disposal cell for placement and compaction.
- b. The contractor shall develop and operate an RRM water management system that results in effective excavation, transport and disposal and compaction of the RRM.
- c. The contractor shall manage contaminated water in order to achieve the RRM placement criteria as described in the NRC approved RAP.

C.2.4.5 Cell Cover

The contractor shall perform all activities necessary to prepare and install the disposal cell cover for the placed material in accordance with the final RAP as approved by the NRC. In order to minimize the amount of RRM exposed in the disposal cell, the contractor shall sequence the cell cover installation with the RRM placement.

NOTE: OTHER than the Disposal Cell Conceptual Design contained in the Draft RAP, any and all conceptual designs and technical information made available by DOE (i.e, material handling system, water source, etc) were provided to the contractor for INFORMATIONAL PURPOSES ONLY and could be utilized if determined to be appropriate by the contractor. The contractor is responsible for providing an appropriate and acceptable final design and/or system/method for the task order. The Disposal Cell Conceptual Design contained in the Draft RAP has been submitted to NRC for review.

C.3 PROJECT SUPPORT

C.3.1 Project Control Systems and Reporting Requirements

- a. The contractor shall develop and submit a project baseline in accordance with DOE Order 413.3A and Section H.900, Project Control Systems and Reporting Requirements, within 90 days of task order award.
- b. The contractor shall perform project control and reporting functions in accordance with Section H.900, Project Control Systems and Reporting Requirements.
- c. In addition to the requirements identified in Section H.900, the contractor shall provide a Weekly Report (narrative only) to DOE describing the current project status.

C.3.2 Integrated Safety Management System (ISMS)

- a. The contractor shall develop and maintain a single ISMS for all of the work performed under this task order at both the Moab and Crescent Junction sites as required by DEAR 952.5223-1, "Integration of Environment, Safety, and Health into Work Planning and Execution". The contractor's ISMS shall ensure safety considerations are integrated throughout the entire work planning and execution process.
- b. The contractor shall submit its ISMS to DOE for review and approval no later than 90 days after task order award.
- c. The ISMS program shall be subject to an annual verification review conducted by DOE.

C.3.3 Risk Analysis Report and Management Plan

- a. In addition to the requirements of H.900, Project Control Systems and Reporting Requirements, the contractor shall develop a Risk Analysis Report and Management Plan identifying the key areas of cost and schedule risk for the scope of work and identify specific mitigating measures.
- b. The Risk Analysis Report and Management Plan shall be submitted to DOE for review and approval 90 days after task order award.
- c. The contractor shall review the Risk Analysis Report and Management Plan and provide revisions, if necessary.

C.3.4 Environment, Safety, and Health (ES&H) Program

The contractor shall maintain an ES&H program to ensure the protection of the workers, the public and environment. The contractor's ES&H program shall be operated as an integral, but visible part of how the contractor conducts business. This includes prioritizing work planning and execution, establishing clear ES&H priorities, allocating resources to address programmatic and operational considerations, collecting and analyzing monitoring data, and addressing all hazards for all operations and work. The contractor shall ensure that cost reduction and efficiency efforts are fully compatible with ES&H performance.

- a. The contractor is responsible for all environmental compliance activities, including the obtaining of permits, associated with the contractor's performance of all activities. The contractor shall conduct all activities in compliance with environmental protection requirements including, but not limited to, those listed in Section J.

- b. The contractor shall maintain an ES&H program to ensure the protection of the workers, the public and environment in accordance with the SOW. The program shall be applicable to subcontractors performing work on the Moab and Crescent Junction sites. It is the contractor's responsibility to ensure that all subcontractors performing work on the sites comply with the program.
- c. The contractor shall adopt the existing DOE Storm Water Pollution Prevention Plan (SWP3) at the Moab site. The contractor shall develop and maintain a Storm Water Pollution Prevention Plan (SWP3) for the Crescent Junction site. The contractor shall submit to DOE an inspection report prepared after monthly inspections in accordance with the plans and also an inspection report that shall be prepared after each significant precipitation event.
- d. The contractor shall adopt and be responsible for the existing Site Air Monitoring Program at both the Moab and Crescent Junction sites. The contractor shall provide to DOE for review and approval, on a quarterly basis, data from the site air monitoring program by the 10th day of the month following the quarter for which the data is to be reported.
- e. The contractor shall prepare and submit a Moab Project Health and Safety Plan to DOE for review and approval within 90 days of task order award. The contractor may submit a new plan or may adopt the existing Moab Project Health and Safety Plan and make necessary revisions. Regardless, the contractor shall ensure that its Plan addresses and encompasses all of the work to be performed under this task order at both sites. The Plan shall also be applicable to subcontractors performing work on the sites and it is the contractor's responsibility to ensure that all subcontractors performing work on the sites comply with the Plan.
- f. Upon award of the task order, the contractor shall adopt the existing Radiation Protection Program (i.e., the 10 CFR 835 Radiation Protection Plan) and make any necessary modifications for the contractor's activities under this task order. The contractor shall provide a Radiological Contamination Control Plan.
- g. The contractor shall provide a Quarterly Radiation Exposure Report, providing whole body doses for both Government and contractor site workers for which exposure data is collected, to DOE for review and approval by the 10th day of the month following the quarter for which the data is to be reported. Reporting of exposure data applies to the Moab and Crescent Junction sites.
- h. The contractor shall provide all personal protective equipment in accordance with 10 CFR 835, Radiation Protection Plan, for all personnel entering the Moab Project (Moab and Crescent Junction sites). At a minimum, the contractor shall provide rubber boots and gloves in all contaminated areas at the Moab project. Depending on the work activity, the contractor shall provide protective clothing and monitoring devices at both sites when necessary.
- i. The contractor shall provide the following training to all contractor, DOE employees, and subcontractor personnel:
 - 1. All required OSHA training.
 - 2. DOE Radiological Worker II training in order to comply with training requirements in 10 CFR 835.
 - 3. Exclusive Use Shipping Requirements Training in accordance with applicable DOT regulations.
 - 4. HAZMAT Training Requirements of 49 CFR 172.704.

The contractor shall also be responsible for providing DOT Federal Motor Carrier Regulations training.

- j. The contractor shall prepare and submit an Emergency Plan for the Moab Project (at both sites) that implements and documents the requirements of DOE Order 151.1C, Attachment 2, Contractor Requirements Document.
- k. It is anticipated that decontamination activities will be required to control radiological contamination for all Moab and Crescent Junction site activities. The contractor shall control radiological contamination for all activities under this task order in compliance with 10 CFR 835 and all other applicable regulations.
- l. The Contractor shall prepare and submit a Start Up and Operations Plan prior to any major operations, i.e., Material Handling and Transfer, Loading and Unloading of Waste, and Rail Operations at Moab and Crescent Junction sites.

C.3.5 Quality Assurance

In accordance with DOE Order 226.1 *Implementation of Department of Energy Oversight Policy, Appendix A*, the contractor shall develop a comprehensive and integrated assurance system with quality assurance requirements (as stated in 10 CFR Part 830, Subpart A, or other applicable regulations). The system shall cover the operational aspects such as environment, safety, and health; safeguards and security; cyber security; emergency management; and business operations. The contractor's Quality Assurance Plan meeting the above requirements shall be submitted to DOE for review and approval within 120 days of task order award.

C.3.6 Programmatic Support and Other Activities

The contractor shall provide information, documentation, and other assistance to DOE as required in responding to issues regarding both sites such as mineral rights, water rights, Bureau of Land Management (BLM) and Department of Transportation (DOT) processes, and other similar issues that pertain to the contractor's activities at the sites.

C.4 PUBLIC INVOLVEMENT AND STAKEHOLDER INTERACTION

The contractor will provide information and support to DOE and the TAC in occasional stakeholder/public meetings, held primarily in Moab, Utah.

**SECTION C
STATEMENT OF WORK**

Attachment A

Moab Tailings Pile Residual Radioactive Material (RRM)

The remediation of the Moab mill site is regulated under Title I of the Uranium Mill Tailings Radiation Control Act of 1978 (UMTRCA). Under Title I of UMTRCA, radioactive contamination is defined as Residual Radioactive Material (RRM). Citing the Act, “ (7) The term “residual radioactive material” means –

- (A) waste (which the Secretary determines to be radioactive) in the form of tailings resulting from the processing of ores for the extraction of uranium and other valuable constituents of the ores: and
- (B) other waste which (which the Secretary determines to be radioactive) at a processing site which relate to such processing, including any residual stock of unprocessed ores or low grade materials.”

Radium-226 in soil exceeding the 40 CFR 192 clean up standards are identified throughout 435 Moab acre site. As a practical approach and consistent with other UMTRA sites, any materials (debris, building remnants, mill equipment) in contact with the contaminated soils are considered radioactively contaminated, and therefore meets the definition of RRM.

All tailings pile and its associated waste/material related to the mil process or mill operations are considered to be RRM.

Geotechnical Test Properties

The tailings impoundment was constructed in the years from 1956 – 1984 using a ring construction method. The tailings were slurried to the impoundment area and then distributed through spigots on the exterior of the pile. The courser grained material was deposited first creating the perimeter of the tailings impoundment with increasingly finer grained materials remaining suspended in the slurry to form the interior portions of the pile.

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

Sand Tailings – less than 30% fines (minus 74 microns)

Transitional Tailings – greater than 30% and less than 70 %

Slimes Tailings – greater than 70 % fines

The estimated Volume and estimated Weight of each type of tailings pile materials is:

<u>Tailings Type</u>	<u>Estimated Weight (tons)</u>	<u>Estimated Volume (CY)</u>
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Sand Tailings	5,979,382	4,006,455
Transitional	5,715,965	3,676,985
Slimes	4,073,638	2,712,368
*Subpile Material	<u>1,121,526</u>	<u>725,783</u>
Total	16,890,512	11,121,591

SECTION C STATEMENT OF WORK

Attachment B

Moab Off-Pile Residual Radioactive Material (RRM)

The acreage of the DOE owned mill site property totals approximately 435 acres. The footprint of the tailings pile accounts for 130 acres of the total. The remaining DOE property acreage (305 acres) is referred to as "off-pile" areas. To date approximately 75 acres of off-pile area have been remediated to the surface clean up standards in 40 CFR 192. Included in the scope of this contract is the remediation of off-pile RRM, an estimated weight of 275,000 tons. The map entitled "Moab Aerial of Off-Pile Remediation" shows all of the off-pile area including the areas that were already remediated. The off-pile areas requiring remediation is the area that is not already remediated that is on DOE property.

The off-pile contaminated soils are wind deposited from the tailings pile and are very consistent across the site. The off-pile soils will not require any conditioning prior to disposal at the Crescent Junction site.

Geotechnical Description of the Off-pile RRM

In preparation for the newly constructed trailer staging area (off-pile area), geotechnical samples were taken from 6 different test pits. The soils encountered in the test pits consisted of silty sand to the maximum depths explored of 2 feet to 10 feet below the ground surface. The silty sand was very loose to medium dense, moist and red. The moisture contents ranged from 1.4 to 8.0 per cent and had dry densities of 99 to 117 pounds per cubic foot.

**SECTION D
PACKAGING AND MARKING**

No clauses or provisions in this section.

SECTION E
INSPECTION AND ACCEPTANCE

The following additional clauses are applicable to this task order:

E.1 INSPECTION

Inspection of all items under this task order shall be accomplished by the Designated Contracting Officer (DCO) or the Designated Contracting Officer's Representative (DCOR) as a duly authorized representative of the Government.

E.2 ACCEPTANCE/FINAL ACCEPTANCE AND DECLARATION

E.2.1 Acceptance

* Acceptance of all work and effort under this task order (including reporting requirements of section H.900 and "Deliverables" in Section J, Attachment C) shall be accomplished by the DCO or DCOR.

**SECTION F
DELIVERIES OR PERFORMANCE**

The following clauses are applicable to this task order and are provided in full text.

F.1 PERIOD OF PERFORMANCE

The period of performance shall be from the date of award of this task order through September 30, 2011.

F.2 PLACES OF PERFORMANCE

The three places of performance under this task order are the Moab Project Site, the Crescent Junction site and the disposal cell area.

F.3 DELIVERABLES

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

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

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

G.1.1 Correspondence

All correspondence shall be sent concurrently to both the DCO and DCOR.

G.1.1.1 DCO's Address: Marie Smith
Marie.Smith@emcbc.doe.gov
U.S. Department of Energy—EMCBC
250 East Fifth Street, Suite 500
Cincinnati, Ohio 45202
(513) 246-0554

G.1.1.2 DCOR's Address: Joel.berwick@gjo.doe.gov
U.S. Department of Energy
2021 N. Highway 191
Moab, Utah 84532
(435) 719- 2820

G.2 GOVERNMENT CONTACT FOR POST AWARD ADMINISTRATION

The contractor shall use the DCO at the address provided as the point of contact for all matters regarding the task order with the exception of technical matters. Technical matters may be referred to the DCOR and a copy of all communications provided to the DCO.

G.3 INVOICING AND COST ACCRUAL REPORTING

The contractor shall invoice the DCOR monthly for its charges and expenses properly allocable to the work completed, as specified by the cost plan. The invoice (Standard Form 1034), Section J, Attachments A and B of the ID/IQ Master Contract shall include a breakdown of charges by hours and rates for each labor category and shall show the travel and other direct costs applicable. The billed costs shall be supported by and reflected in the cost proposal which shall map directly to the work breakdown structure. The invoice shall be addressed as follows:

Original Standard Form 1034 invoice per Basic IDIQ Contract, Section J

U.S. Department of Energy
Oak Ridge Financial Service Center
P. O. Box 4908
Oak Ridge, TN 37831

The contractor shall submit one copy of each invoice with all supporting documentation to the DCOR and DCOR Alternate as indicated in G.1.1 above.

Each invoice submitted shall include the following:

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

Inquiries regarding the status of an invoice should be directed to the Oak Ridge Financial Center at (423) 576-1651 or (888) 251-3557 or the DCOR as indicated in G.1.1.

**SECTION H
SPECIAL TASK ORDER REQUIREMENTS**

H.900 PROJECT CONTROL SYSTEMS AND REPORTING REQUIREMENTS

In accordance with H.20 of the Master Contract, the following project control systems and reporting requirements are set forth below:

H.900.1 Project Control System

(a) The contractor shall propose a project structure that achieves safe environmental remediation and waste management in the most cost-effective manner. The contractor shall establish, maintain and use a project control system that accurately reflects the project status relative to cost and schedule performance, and tracks progress against the approved baseline. This system shall be fully integrated with the financial accounting systems to ensure consistent reporting of costs and will be reviewed during the baseline review. The contractor shall maintain a project control system in accordance with the following requirements:

- (1) DOE Order 413.3A, Program and Project Management for the Acquisition of Capital Assets, July 28, 2006;
- (2) DOE Manual 413.3-1-1, Project Management for the Acquisition of Capital Assets, March 28, 2003.
- (3) Integrated Planning, Accountability, and Budgeting System Information Systems (IPABS-IS) Data Requirements, February 16, 1999, and subsequent updates;
- (4) Integrated Planning, Accountability, and Budgeting System (IPABS) Handbook, February 16, 1999, and subsequent updates;
- (5) HQ Baseline Change Control Charter, Office of Environmental Management, Rev. 0, June 23, 1999.

- (b) The contractor shall provide the DCO with a detailed written description of the proposed project control system for review and approval within 30 days after award of this task order. Cost effective, graded application of controls will be a critical factor in determining acceptability of the proposed system.
- (c) The DCOR or designated representatives will conduct a compliance review of the contractor's proposed project control system to determine if the description and procedures meet the intent of this task order clause.

H.900.2 Baseline Development and Cost Collection

- (a) The contractor shall develop and submit a Moab Project baseline consistent with the terms and conditions of this task order and their proposal within 90 days after award. The project baseline should also reflect efficiency and flexibility including integration with the TAC. The baseline shall be developed in accordance with DOE Order 413.3A and include all of the scope identified in the Statement of Work (SOW). The project shall have one Project Baseline Summary (PBS). The Work Breakdown Structure (WBS) shall provide the basis for all project control system components, including estimating, scheduling, budgeting, performing, managing, and reporting, as required under this task order. The contractor shall develop the WBS levels (at minimum Level 4 for submittal to DOE), which will represent the one PBS level.
- (b) Cost estimates shall be integrated with the WBS and use estimating methodologies consistent with DOE Order 413.3A. Costs shall be discernable by Budget and Report (B&R) code, direct, indirect and fee. The project control system must maintain capability to provide Total Estimated Cost (TEC), Total Project Cost (TPC), Estimates-to-Complete (ETC), and Estimates-at-Completion (EAC) along with tracking of the task order's total estimated cost.
- (c) Schedules shall be developed that integrate with the WBS. All project work scope shall be included regardless of funding source. Each subproject and the PBS will have an assigned duration that will be based on work scope. Activity logic links shall depict all work scope constraints and decision points and shall be integrated into a total project network schedule. The project schedule shall clearly depict critical path activities and milestones. Activities shall be resource loaded at the lowest practical level of the WBS, but at a maximum at least one level below the PBS to develop time-phased budgets that are integrated with the schedule. Float analysis will be summarized at the PBS and total project levels.
- (d) The Government will use earned value to determine adjustments to the provisional fee payments. The contractor shall also propose four to six major milestones from the Moab Project baseline at the time of submittal of the baseline to DOE. The DCO will determine the final number of milestones. These milestones shall represent the significant physical accomplishments scheduled. Performance against these milestones will be considered when determining adjustments to the provisional fee payments.

- (e) The contractor shall analyze DCOR proposed or directed funding changes for their impact on technical, schedule, and cost elements of the baseline, along with potential impacts to the cost and fee.
- (f) Any contractor requested changes or DOE directed written changes shall be addressed through the established change control process detailed in Section H.900.4. This process alone will not have the authority to change the Project Cost and Schedule.
- (g) The contractor shall provide variance analyses for differences between planned and actual performance against the total project baseline and the task order's total estimated cost. Performance analysis techniques shall be commercially accepted and documented, and shall utilize earned-value methods and shall be reported to DOE at the PBS level. Performance metrics (i.e., quantities) are preferred for all technical work scope unless otherwise approved by the DCO. For variances greater than $\pm 10\%$, the analyses shall detail the causes for variance and corrective actions required.
- (h) The Estimate at Completion (EAC) for the project shall be evaluated monthly to ensure that it is consistent with observed trends in performance, emerging or resolved issues, and changes in the assessment of project risk.
- (i) All actual direct costs incurred for resources applied in the performance of work shall be recorded on a timely basis each month. Actual costs incurred must be recorded in the same accounting period that performance is measured and recorded. Any indirect costs shall also be collected and appropriately allocated to the PBSs.
- (j) Costs shall be collected at a charge number level and be able to be summed through the WBS, PBS and by major contractor functional organization. Incorrect charges on time cards or other administrative or accounting errors shall be corrected in a timely manner.

H.900.3 Project Reporting

- (a) The contractor shall provide monthly status reports in a format approved by the DCO. At a minimum, the status shall include cost and schedule variance at a level 4 WBS with rollup to the subproject and PBS, the status of major milestones, and critical technical or programmatic issues. The monthly status report shall be provided by the 10th day of the month following the month for which the data is to be reported. The contractor shall provide a monthly report to the DCO, DCOR, with a copy to the TAC.
- (b) Quarterly Critical Analysis Report (QCAR). Four times a year, the contractor shall prepare and submit a comprehensive report that critically analyzes the overall status of the project as well as any key metrics. This report 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.

- (c) Plans and reports shall be prepared in such a manner as to provide for consistency with the task order SOW, and the approved WBS. The contractor's reporting system shall be able to provide for the following at the subproject and/or PBS level:
 - (i.) Timely incorporation of contractual changes affecting estimated cost and schedule
 - (ii.) Reconciliation of estimated costs for those elements of the WBS with current performance measurement budgets in terms of changes to the authorized work and internal re-planning.
 - (iii.) Changes to records pertaining to work performed that will change previously reported costs for correction of errors and routine accounting adjustments.
 - (iv.) Revisions to the task order estimated costs for DOE-directed changes to the contractual effort
- (d) The contractor shall provide the DCO, or the DCOR, access to any and all information and documents comprising the contractor's project control and reporting system. Generally, access will not be requested more than one level below the level chosen by the DCO for control and approval authority, except during compliance reviews.

H.900.4 Baseline Change Management

The integrated scope, cost and schedule baseline is the source document for all project control and baseline change management. The processes for managing and administering changes to all elements of the baseline shall be timely, formal, and documented. Baseline changes shall be proposed when:

- (a) Necessitated by significant project delays, events or other impacts
- (b) The parties have negotiated an equitable adjustment in accordance with the Section I clause entitled, "Changes-Cost-Reimbursement" or other clauses of this task order.
- (c) The approval authority for any change to the task order cost or fee (above that stated in Section B) shall be the Contracting Officer. Any negotiated change that would require additional funding (above that stated in Section B) for the Moab Project, shall be approved by the Assistant Secretary for Environmental Management.
- (d) The contractor will propose the internal change control thresholds for cost and schedule and the approval authority at each level. Specific change control time frames for consideration and approval will be established by the DCO. Each change control threshold level shall accommodate emergency changes. Retroactive changes that affect schedule and cost performance data are not allowed except to correct administrative errors. A record of all approved changes, at any level, shall be maintained by the contractor through the life of the project. Change control records shall maintain a clear distinction between approved changes in funding and baseline changes. Ownership of internal change control dispositioned records and EM Configuration Change Control Board records resides with DOE.

- (e) Any changes to task order cost or fee shall be executed only through a task order modification by the DCO pursuant to the task order terms and conditions. Approved internal change control modifications may not imply the need for changes to the task order cost or fee.

H.901 TASK ORDER OVERSIGHT

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

The contractor shall respond to DOE oversight and to concerns, findings and observations as identified by the DCO or DCOR during the conduct of these oversight activities. The six (6) oversight activities that may be conducted during the course of the execution of this task order are as follows:

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

Contract Management Oversight: Administration and monitoring of the task order will be performed by the Task Manager, DCOR or their designee.

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

Daily Oversight: DOE may utilize Facility Representatives, Project Managers and Subject Matter Experts in addition to the DCOR, to conduct daily oversight and inspection. The purpose of this oversight will be to assess compliance with the terms and conditions of the task order. In addition to this oversight, the contractor shall support the following DOE activities:

Senior management walk-through, conducted in scheduled areas or locations where significant work is ongoing;

Specific tours of buildings or release sites that have been deemed as response actions;

Periodic walk-through by the appropriate regulators or DOE Headquarters personnel;

Employee concerns elevated to DOE for evaluation.

Assessments: DOE or other regulatory agencies may conduct assessments of the contractor's performance. Notice of these performance assessments will be given to the contractor fourteen (14) calendar days in advance of the assessment.

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

H.902 GOVERNMENT FURNISHED ITEMS

Government Furnished Services, Items and Equipment (GFSI&E) (Section J, Attachment G) will be provided to the contractor within 15 days of task order award. Property purchased by the contractor will become Government Furnished Property (GFP) upon acceptance. The contractor shall assume control of and disposition all government property in accordance with the Federal Property Management Regulation 41 CFR 102-036.

All equipment, supplies and other materials needed to perform this work and not included as Government furnished equipment shall be supplied by the contractor.

H.903 REGULATORY INTERFACE REQUIREMENTS

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

NOTE: The contractor is required to comply with all required clauses and notifications contained in the basic contract and this task order, including the Limitations of Fund clause contained in Section I of the basic contract.

**SECTION I
SPECIAL TASK ORDER REQUIREMENTS**

The following additional clauses are applicable to this task order:

CLAUSES INCORPORATED BY REFERENCE

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

FAR 52.204-7	CENTRAL CONTRACTOR REGISTRATION (JULY 2006)
FAR 52.223-14	TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)
FAR 52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (AUG. 1996)
FAR 52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005)
FAR 52.237-3	CONTINUITY OF SERVICES (JAN 1991)
DEAR 952.209-72	ORGANIZATIONAL CONFLICT OF INTEREST (ALTERNATE I) (JUNE 1997)
DEAR 952.223-77	CONDITIONAL PAYMENT OF FEE OR PROFIT – PROTECTION OF WORKER SAFETY AND HEALTH. (JAN 2004)
DEAR 952.235-70	KEY PERSONNEL (APR 1994)

FULL TEXT CLAUSES

I.1 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 task order and states the wages and fringe benefits payable to each if they were employed by the task ordering agency subject to the provisions of 5 U.S.C. 5341 or 5332.

The Wage Determination, WD-No.: 1994-2415 Revision 28, dated 05/23/2005 is attached in Section J. (F) and applicable to the task order.

SECTION J

LIST OF ATTACHMENTS

The following are in addition to that contained in the ID/IQ Basic Task order, Section J.

A - LIST OF APPLICABLE LAWS AND REGULATIONS

B - LIST OF APPLICABLE DOE DIRECTIVES

C - DELIVERABLES

D - TASK BACKGROUND AND CURRENT STATUS

E - DOE SITE SPECIFIC DOCUMENTS AND REFERENCES

F - WAGE DETERMINATION

G - GOVERNMENT FURNISHED SERVICES, INFORMATION AND PROPERTY (GFSI&P)

NOTE: THE INFORMATION IN THIS SECTION IS FURNISHED AS A CONVENIENCE TO THE CONTRACTOR, WHO IS RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS, REGULATIONS AND DIRECTIVES. THE INFORMATION IN THESE LISTS MAY NOT BE EXHAUSTIVE. THE OMISSION IN THESE ATTACHMENTS OF A REFERENCE TO AN APPLICABLE LAW, REGULATION OR DIRECTIVE DOES NOT EXCUSE THE CONTRACTOR FROM ITS COMPLIANCE RESPONSIBILITY.

SECTION J - ATTACHMENT A

LIST OF APPLICABLE LAWS AND REGULATIONS

PL 85-256 (42 U.S.C. 2012, et seq.)	Price Anderson Act
5 U.S.C. 552	Freedom of Information Reform Act of 1986
16 U.S.C. 470, et seq.	National Historic Preservation Act of 1966
16 U.S.C. 470aa-470m	Archeological Resource Protection Act of 1979
16 U.S.C. 1531, et seq.	The Endangered Species Act of 1973
25 U.S.C. 3100, et seq.	Native American Graves Protection and Repatriation Act
33 U.S.C. 1251, et seq.	The Clean Water Act of 1977
42 U.S.C. 2011, et seq.	Atomic Energy Act of 1954
42 U.S.C. 4321, et seq.	The National Environmental Policy Act of 1976
42 U.S.C. 7901, et seq.	Uranium Mill Tailings Radiation Control Act
PL 106-398	Floyd D. Spence National Defense Authorization Act for Fiscal Year 2001
10 CFR 1021	National Environmental Policy Act implementing procedures
10 CFR 1022	Compliance with floodplain/wetlands environmental review requirements
29 CFR 1910	Occupational safety and health standards
42 CFR 84	Approval of respiratory protective devices
44 CFR Chapter I	Federal Emergency Management Agency, Subchapter D – Disaster Assistance
44 CFR 351	Radiological emergency planning and preparedness
48 CFR Chapter 1	Federal Acquisition Regulation
48 CFR 52	Solicitation provisions and contract clauses
48 CFR 53	Forms
48 CFR Chapter 9	Department of Energy, Subchapter H – Clauses and Forms
48 CFR 952	Solicitation provisions and contract clauses, Subchapter I – Agency Supplementary Regulations
49 CFR Subtitle A	Office of the Secretary of Transportation
49 CFR 40	Procedures for Transportation Workplace Drug Testing Programs
49 CFR Subtitle B	Other Regulations Relating to Transportation
49 CFR Part 107	Hazardous Materials Program Procedures
49 CFR Subchapter B	Subchapter B – Oil Transportation
49 CFR Part 130	Oil spill prevention and response plans
49 CFR Subchapter C	Subchapter C – Hazardous Materials Regulations
49 CFR Part 171	General Information, Regulations, and Definitions
49 CFR Part 172	Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements
49 CFR Part 173	Shippers – General Requirements for Shipments and Packaging
49 CFR Part 177	Carriage by Public Highway
49 CFR Part 178	Specifications for Packaging

49 CFR Part 180	Continuing Qualification and Maintenance of Packaging
49 CFR Chapter III	Federal Highway Administration, Department of Transportation
	Subchapter B – Federal Motor Carrier Safety Regulations
49 CFR Part 382	Controlled Substances and Alcohol Use and Testing
49 CFR Part 385	Safety Fitness Procedures
49 CFR Part 387	Minimum Levels of Financial Responsibility for Motor Carriers
49 CFR Part 390	Federal Motor Carrier Safety Regulations; General
49 CFR Part 399	Employee Safety and Health Standards
10 CFR 19	Notices, Instructions and Reports to Workers: Inspection and Investigations
10 CFR 20	Standards for Protection Against Radiation
10 CFR 21	Reporting of Defects and Noncompliance
10 CFR 40	Domestic Licensing of Source Material
10 CFR 50.54(t)	Audits and Appraisals
10 CFR 50.72	Notification of Incidents
10 CFR 1021	National Environmental Policy Act (NEPA)
10 CFR 708	DOE contractor Employee Protection Program
10 CFR 835	Occupational Radiation Protection
10 CFR 851	Worker Safety and Health Program
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
40 CFR 61	National Emission Standards for Hazardous Air Pollutants
40 CFR 112	Oil Pollution Prevention
40 CFR 172.602	Emergency Response Information
40 CFR 192 Subparts A, B, C	Health and Environmental Protection Standards for Uranium and Thorium Mill Tailings
40 CFR 273	Standards for Universal Waste Management
40 CFR 279	Standards for the Management of Used Oil
40 CFR 355	Emergency Planning and Notification
40 CFR 1501	NEPA and Agency Planning
40 CFR 1505	NEPA and Agency Decision Making
40 CFR 1506	Other Requirements of NEPA
40 CFR 1507	Agency Compliance
41 CFR 102	Federal Property Management Regulations
42 CFR 84	Respiratory Protection Devices; Test Permissibility; Fees
49 CFR 179	Specifications for Tank Cars
50 CFR 17	Endangered and Threatened Wildlife and Plants
ANSI 1330.20	Crane Safety
ANSI N13.5	Direct Reading and Indirect Reading Pocket Dosimeters for X- and Gamma-Radiation, Performance, Specifications
ANSI N13.11	Standard for Dosimetry – Personnel Dosimetry Performance-Criteria for Testing (1983)
ANSI N13.15	Performance Specifications for Direct and Indirect Reading Pocket Dosimeters for X and Gamma Radiation

ANSI N13.30	Performance Criteria for Radiobioassay (Draft)
ANSI N13.41	Criteria for Performing Multiple Dosimetry (1997)
ANSI N42.17A	Rad Instrumentation
ANSI N42.17B	Airborne Rad Monitoring
ANSI N42.17C	Portable Rad Instruments
ANSI N42.18	Effluent Monitoring
ANSI N323A	ANS Radiation Protection Instrumentation Test and Calibration, Portable Survey Instruments (1997)
ANSI N542	Sealed Radioactive Sources, Classification
ANSI N1342	Dosimetry
ANSI Z88.2	Practices for Respiratory Protection (1992)
ASME NQA-1	Quality Assurance
EO 12873	Federal Acquisition, Recycling, and Waste Prevention
HASL 300	Environmental Monitoring
ICRP 23	International Commission on Radiological Protection. Report of the Task Group on Reference Man. (1975)
ICRP 30	Intake Limits
ICRP 37	ALARA
ICRP 54	Monitoring Intakes
ICRP 55	Optimization and Decision Making in Radiological Protection (1989)
NCRP 65	Management of Persons Accidentally Contaminated with Radionuclides (1980)
NCRP 87	Bioassay
NCRP 91	Exposure Limits
NFPA 51B	Standard for Fire Prevention During Welding, Cutting, and Other Hot Work
NFPA 70	National Electrical Code 7 National Electrical Code (r)
NFPA 70E	Standard for Electrical Safety Requirements for Employee Workplaces
NFPA 101	Life Safety Code
NFPA 801	Standard for Fire Protection for Facilities Handling Radioactive Materials
NIOSH 87-116	NIOSH Guide to Industrial Respiratory Protection (1987)
NRC IN 92-62	Emergency Response Information Requirements for Radioactive Material Shipments
NRC IN 93-30	NRC Information Notice No. 93-30: NRC Requirements for Evaluation of Wipe Test Results; Calibration of Count Rate Survey Instruments
NRC RG 4.15	Quality Assurance for Radiological Monitoring Programs (Normal Operations) – Effluent Streams and the Environment
NRC RG 8.9	Acceptable Concepts, Models, Equations, and Assumptions for a Bioassay Program
NRC RG 8.10	Operating Philosophy for Maintaining Occupational Radiation Exposures As Low As Is Reasonably Achievable
NRC RG 8.11	Applications of Bioassay for Uranium

NRC RG 8.15	Acceptable Programs for Respiratory Protection
NRC RG 8.25	Air Sampling in the Workplace
NRC RG 8.29	Instruction Concerning Risks from Occupational Radiation Exposure
NUREG-1400	Air Sampling in the Workplace
NUREG/CR-4884	Interpretation of Bioassay Measurements
	National Pollutant Discharge Elimination System (NPDES) Permit
	Surface Release Criteria Technical Basis Document (DD-93-02)
	Volumetric Release Criteria Technical Basis Document (DD-93-03)

SECTION J - ATTACHMENT B

LIST OF APPLICABLE DOE DIRECTIVES

The DOE directives listed in the table below contain requirements relevant to the scope of work under this task order.

DOE O 110.3	Conference Management
DOE O 130.1	Budget Formulation Process
DOE O 142.3	Unclassified Foreign Visits and Assignments
DOE O 151.1C	Comprehensive Emergency Management System
DOE O 200.1	Information Management Program
DOE N 203.1	Software Quality Assurance
DOE O 205.1	DOE Cyber Security Management Program
DOE N 205.2	Foreign National Access to DOE Cyber Systems
DOE N 205.3	Password Generation, Protection, and Use
DOE M 205.1-1	Incident Prevention, Warning, and Response (IPWAR) Manual
DOE N 206.3	Personal Identity Verification Program
DOE O 221.1	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2	Cooperation with the Office of Inspector General
DOE O 224.2	Auditing of Programs and Operations
DOE O 224.3	Audit Resolution and Follow-up
DOE O 226.1	Implementation of DOE Oversight Policy
DOE O 231.1A	Occurrence Reporting and Processing of Operations Information
DOE M 231.1-2	Occurrence Reporting and Processing of Operations Information
DOE O 241.1A	Scientific and Technical Information Management
DOE O 243.1	Records Management Program
DOE G 241.1-1A	Guide to the Management of Scientific and Technical Information
DOE G 242.1-1	Forms Management Guide
DOE O 311.1B	Equal Employment Opportunity Program
DOE O 350.1	Contractor Human Resource Management Programs
DOE P 411.1	Safety Management Functions, Responsibilities, and Authorities Policy
DOE O 413.3A	Program and Project Management for the Acquisition of Capital Assets
DOE O 413.1A	Management Control Program
DOE O 414.1C	Quality Assurance
DOE O 420.1B	Facility Safety
DOE O 430.1A	Real Property Asset Management

DOE O 435.1	Radioactive Waste Management
DOE G 435.1-1	Implementation Guide for DOE O 435.1, Radioactive Waste Management
DOE M 435.1-1	Radioactive Waste Management Manual
DOE O 440.1A	Worker Protection Management for DOE Federal and Contractor Employees
DOE O 442.1A	Department of Energy Employee Concerns Program
DOE P 450.4	Safety Management Systems Policy
DOE P 450.7	Environment, Safety and Health (ESH) Goals
DOE O 450.1	Environmental Protection Program
DOE O 451.1B	National Environmental Policy Act Compliance Program
DOE O 460.1B	Packaging and Transportation Safety
DOE O 460.2A	Departmental Materials Transportation Packaging
DOE N 470.2	Reporting Unofficial Foreign Travel
DOE M 470.4	Safe Guards and Security Physical Protection
DOE N 473.4	Department of Energy Badges
DOE O 522.1	Pricing of Departmental Materials and Services
DOE O 534.1B	Accounting
DOE O 542.1	Competition in Contracting
DOE O 551.1B	Official Foreign Travel
DOE O 580.1	Personal Property Management Program
DOE G 573.1-1	Mail Services User's Guide
DOE M 1340.1B	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications
DOE M 1350.1	Audiovisual and Exhibits Management
DOE M 1450.4	Consensual Listening-in to or Recording Telephone/Radio Conversations
DOE O 5400.1	General Environmental Protection Program
DOE O 5400.5	Radiation Protection of the Public and the Environment
DOE O 5480.4	Environmental Protection, Safety, and Health Protection Standards
DOE O 5530.3	Radiological Assistance Program

SECTION J – ATTACHMENT C

DELIVERABLES

The table below lists key milestones and deliverables in the Statement of Work and Section H that occur prior to task order completion date. These milestones include, but are not limited to, the following:

	Report	Description	Driver	Frequency	DOE Contact	Approval Required
PROJECT MANAGEMENT						
RESERVED						
2.	Project Control System	Description of proposed project control system	Contract Clause H.900.1	Within 30 calendar days of task order award	DOE-CO	DOE-CO Approval
3.	Project Baseline	Includes technical scope, schedule, and budget, PBS, WBS definition, dictionary, cost estimates and basis, milestones, quantitative metrics.	Contract Clause C.3.1	Within 90 calendar days of task order award	DOE-CO	FPD Approval
4.	Baseline Change Management System	System for managing and administering baseline changes	Contract Clause H.900.4	As needed	DOE-CO	FPD Approval
5.	Monthly Status Report	Cost and schedule variance, status of major milestones, critical technical or programmatic issues	Contract Clause H.900.3	10 th day of Month	DOE-FPD	CO FPD Information

	Report	Description	Driver	Frequency	DOE Contact	Approval Required
6.	Weekly Project Status Report	Narrative report on project status and issues	Contract Clause C.3.1	Weekly	DOE-FPD	FPD Information
7.	Quarterly Critical Analysis Report (QCAR)	Performance analysis and report on which the fee payment is based.	Contract Clause H.900.3	Quarterly	DOE-CO DOE-FPD	CO Approval
8.	Risk Analysis Report and Management Plan	Project cost and schedule uncertainties, mitigation, and management plan.	Contract Clause C.3.3	Within 90 calendar days of task order award	DOE-FPD	FPD Approval
20.	Submission of Cost Invoices	Monthly Invoices	Contract Clause G.3	Monthly	DOE-CO	CO Approval
9.	Integrated Execution Plan (IEP)	Defines the integrated approach for coordination with TAC	Contract Clause C.1.4	Within 60 calendar days of task order award	DOE-CO DOE-FPD	FPD Approval
10.	Quality Assurance Plan	Assurance system per DOE Order 226.1	Contract Clause C.3.5, H.904	Within 120 calendar days of task order award	DOE-CO DOE-FPD	FPD Approval

	Report	Description	Driver	Frequency	DOE Contact	Approval Required
SITE REMEDIATION COMPLETION						
11.	Interim Radiological Completion Reports	Radiological Completion Reports	Contract Clause C.2.1	60 calendar days following verification sampling	DOE- FPD	FPD Approval
12	Excavation Plan	Planned excavation, sequence, mixing of materials segregation of oversize materials, and water management	Contract Clause C.2.4.2	180 calendar days prior to commencement of excavation activities	DOE- FPD	FPD Approval
13.	Final Design of waste management and handling systems/methods at Moab and Crescent Junction	Method for transfer and handling of RRM	Contract Clause C.2.2.1	180 calendar days following task order award	DOE- FPD	FPD Approval
13a	Waste Management Plan for Crescent Junction	Waste Management Plan to include Crescent Junction site.	Contract Clause C.2.4.2(e).	Due 180 calendar days after award	DOE FPD	FPD Approval
14.	Final Design/Method for rail improvements	Design for method rail improvements	Contract Clause C.2.4.3.1	180 calendar days following task order award	DOE- FPD	FPD Approval
15.	Identification of Crescent Junction water source	Identification of water source	Contract Clause C.2.2.2	90 calendar days following task order award	DOE- FPD	FPD Approval
16.	Development of Water Source Design/Method	Design/Method for Water Source	Contract Clause C.2.2.2	180 calendar days following task order award	DOE- FPD	FPD Approval
17.	Final Remedial	Final Design of	Contract	240 calendar	DOE-	FPD

	Action Plan	Crescent Junction disposal cell and disposal operations	Clause C.2.3	days following task order award	FPD	Approval
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	Report	Description	Driver	Frequency	DOE Contact	Approval Required
ENVIRONMENTAL COMPLIANCE						
18.	Storm Water Pollution Prevention Data	Documentation that SWP3 controls are compliant	Contract Clause C.3.4	Monthly	DOE-FPD	FPD Information
18b.	Start Up and Operations Plan	Description of Start-Up activities and operations including the Start-Up testing procedures	Contract Clause C.3.4	45 calendar days prior to initiation of a major operation	DOE-FPD and DCO	FPD Approval
19.	Air Monitoring Data	Air monitoring program data	Contract Clause C.3.4	Quarterly	DOE-FPD	FPD Approval
HEALTH AND SAFETY						
21.	Health and Safety Plan		Contract Clause C.3.4.b	90 calendar days after task order award	DOE-FPD	FPD Approval
22.	Emergency Plan		Contract Clause C.3.4	90 calendar days after task order award	DOE FPD	FPD Approval
23.	Integrated Safety Management System		Contract Clause C.3.2	90 calendar days after task order award and annual updates	DOE-FPD	DCO Approval
25.	Radiological Contamination Control Plan		Contract Clause C.3.4	90 calendar days after task order award	DOE-FPD	FPD Approval
26.	Radiation Protection Plan		Contract Clause C.3.4	90 calendar days after task order award	DOE-FPD	FPD Approval

SECTION J - ATTACHMENT D

TASK BACKGROUND AND CURRENT STATUS

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

The processing facility was constructed in 1956 by the Uranium Reduction Company, which operated the facility until 1962 when the property was sold to Atlas. Atlas operated the site until 1984 under a license and regulatory authority provided by the Nuclear Regulatory Commission (NRC) in accordance with Title II of the UMTRCA. When the processing operations ceased in 1984, approximately 16 million tons (12 million cubic yards) of uranium RRM and contaminated soil had been stored in an unlined impoundment located in the northwest portion of the property.

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

In October 2000, Congress and the President approved the Floyd D. Spence National Defense Authorization Act for Fiscal Year 2001, Public Law 106-398 (the Act). The Act stipulated that the license issued by NRC for the materials at the Moab Site be terminated and that the title and responsibility for cleanup be transferred to the DOE. Title to the site was transferred to DOE on October 25, 2001. Specifically, the EM 3.4 Office in Grand Junction, Colorado, now has primary responsibility for the Moab Site.

The Act further designated that the Moab Site undergo remediation in accordance with Title I of the UMTRCA, though certain sections of UMTRCA shall not apply. In accordance with the Act, DOE developed a Draft Plan for Remediation that evaluated mill RRM remediation, contaminated ground water cleanup alternatives, and submitted the draft plan to the National Academy of Science (NAS) for review. The NAS provided comments to DOE on the Draft Plan for Remediation in June 2002 regarding DOE's remediation decision-making process and related technical issues. After considering NAS comments on the *Draft Plan for Remediation*, DOE determined no *Final Plan for Remediation* would be published. Instead, responses to NAS comments are incorporated into a *Final Environmental Impact Statement* (FEIS) that DOE had approved for printing on July 25, 2005. This fulfilled the National Environmental Policy Act (NEPA) requirement of considering the full range of reasonable alternatives and associated environmental effects of significant federal actions. The preferred alternative identified in the FEIS included relocation of the RRM and associated wastes to the Crescent Junction off-site waste disposal site using rail transportation as the primary transportation mode, with active ground water remediation. A *Record of Decision* (ROD) identifying the final remedy, consistent with the FEIS preferred alternative, was published on September 14, 2005.

DOE is conducting ongoing site operations, maintenance activities, interim actions, and conceptual design. These activities include maintaining site access controls, environmental monitoring, radiological assessments, dewatering and stabilization of the uranium mill RRM pile, re-vegetation of cleaned areas, and an interim ground water cleanup effort to address elevated concentrations of ammonia and other constituents.

42 43
44 45

SECTION J - ATTACHMENT E

DOE SITE SPECIFIC DOCUMENTS AND REFERENCES

Documents are available at the EMCBC website: WWW.EMCBC.DOE.GOV/Moab that will include maps and cross-sections of Moab showing the distribution of the RRM and contaminated soil.

SECTION J - ATTACHMENT F

WAGE DETERMINATION

96-0224 17 Hazardous Waste Pickup/Disposal Services [13]

REGISTER OF WAGE DETERMINATIONS UNDER ³ U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT ³ EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor ³ WAGE AND HOUR DIVISION
³ WASHINGTON, D.C. 20210
³
³

William W. Gross Division of Wage ³ Wage Determination No: 1996-0224
Director Determinations ³ Revision No: 17
³ Date Of Revision: 07/12/2006

NATIONWIDE: Applicable in the continental U.S. and Hawaii
Regions are define as follows:

MIDWEST REGION: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri,
Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin;

NORTHEAST REGION: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey,
New York, Pennsylvania, Rhode Island, and Vermont;

SOUTH REGION: Alabama, Arkansas, Delaware, District of Columbia, Florida,
George, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma,
South Carolina, Tennessee, Texas, Virginia, and West Virginia;

WEST REGION: Arizona, California, Colorado, Idaho, Montona, Nevada, New Mexico,
Oregon, Utah, Washington, and Wyoming.

Fringe Benefits Required Follow the Occupational Listing

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

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

23440 - Heavy Equipment Operator

MIDWEST REGION 25 .85

NORTHEAST REGION 24 .57

SOUTH REGION 22 .51

WEST REGION 25 .35

23470 - Laborer

MIDWEST REGION 14 .55

NORTHEAST REGION 14 .90

SOUTH REGION 11 .35

WEST REGION 13 .00

29090 - Environmental Technician

MIDWEST REGION 23 .01

NORTHEAST REGION 24 .50

SOUTH REGION 21 .82

WEST REGION 23 .15

31010 - Airplane Pilot 24.90

31361 - Truckdriver, Light Truck

MIDWEST REGION 13 .12

NORTHEAST REGION 16 .45

SOUTH REGION 10 .66

WEST REGION 11 .10
31362 - Truckdriver, Medium Truck
MIDWEST REGION 21 .16
NORTHEAST REGION 21 .19
SOUTH REGION 17 .99
WEST REGION 19 .87
31363 - Truckdriver, Heavy Truck
MIDWEST REGION 22 .17
NORTHEAST REGION 22 .26
SOUTH REGION 18 .86
WEST REGION 20 .85

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 \$3.01 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.32 per hour, or \$52.80 per week, or \$228.80 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.01 per hour.

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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.

General Decision Number: UT030009 10/27/2006 UT9

Superseded General Decision Number: UT020009

State: Utah

Construction Type: Heavy

Counties: Beaver, Carbon, Daggett, Emery, Garfield, Grand, Iron, Juab, Kane, Piute, San Juan, Sanpete, Sevier, Uintah and Washington Counties in Utah.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	06/13/2003
1	01/23/2004
2	06/02/2006
3	06/16/2006
4	10/27/2006

* BOIL0182-002 10/01/2006

	Rates	Fringes
Boilermaker.....	\$ 25.22	18.76

CARP2834-003 10/01/1998

	Rates	Fringes
Millwright.....	\$ 20.82	4.28

IRON0027-006 01/01/2006

	Rates	Fringes
Ironworker, Structural.....	\$ 21.84	9.92

SUUT1988-001 03/01/1988

	Rates	Fringes
Carpenter.....	\$ 10.81	
Cement Mason.....	\$ 11.52	
Electrician.....	\$ 14.52	2.71
Ironworker, Reinforcing.....	\$ 11.00	
Laborer (including pipelayers).....	\$ 7.65	1.60
Pipefitter.....	\$ 12.60	
Power equipment operators:		
Backhoes.....	\$ 10.00	

Cranes.....\$ 10.43
Dozers.....\$ 13.10
Graders.....\$ 12.67
Loaders.....\$ 11.26
Scrapers.....\$ 10.00
Tractors.....\$ 9.42

Truck Driver.....\$ 9.42

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.

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END OF GENERAL DECISION

General Decision Number UT030014 06/13/2003 UT14

Superseded General Decision No. UT020014

State: Utah

Construction Type:
HEAVY

County(ies):

BEAVER	GRAND	SAN JUAN
BOX ELDER	IRON	SAN PETE
CACHE	JUAB	SEVIER
CARBON	KANE	SUMMIT
DAGGETT	MILLARD	UINTAH
DUCHESNE	MORGAN	WASATCH
EMERY	PIUTE	WASHINGTON
GARFIELD	RICH	WAYNE

WASTEWATER TREATMENT PLANTS

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):

BEAVER	GRAND	SAN JUAN
BOX ELDER	IRON	SAN PETE
CACHE	JUAB	SEVIER
CARBON	KANE	SUMMIT
DAGGETT	MILLARD	UINTAH
DUCHESNE	MORGAN	WASATCH
EMERY	PIUTE	WASHINGTON
GARFIELD	RICH	WAYNE

SUUT2006A 04/16/1992

	Rates	Fringes
CARPENTERS	12.25	
CEMENT MASONS	11.63	
ELECTRICIANS	15.42	3.13
LABORERS:		
UNSKILLED	9.93	
PIPELAYERS	12.99	2.34
POWER EQUIPMENT OPERATORS:		
Backhoe	14.51	
Dozers	14.79	
Loaders	14.75	
TRUCK DRIVERS	15.99	5.13

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

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U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

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Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 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, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

General Decision Number UT030016 06/13/2003 UT16

Superseded General Decision No. UT020016

State: Utah

Construction Type:
SEWER AND WATER LINE

County(ies):

BEAVER	GRAND	SAN PETE
BOX ELDER	IRON	SEVIER
CACHE	JUAB	SUMMIT
CARBON	KANE	UINTAH
DAGGETT	MILLARD	WASATCH
DUCHESNE	MORGAN	WASHINGTON
EMERY	PIUTE	WAYNE
GARFIELD	RICH	

Water and Sewer Lines (off site only)

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):

BEAVER	GRAND	SAN PETE
BOX ELDER	IRON	SEVIER
CACHE	JUAB	SUMMIT
CARBON	KANE	UINTAH
DAGGETT	MILLARD	WASATCH
DUCHESNE	MORGAN	WASHINGTON
EMERY	PIUTE	WAYNE
GARFIELD	RICH	

SUUT2005A 04/15/1992

	Rates	Fringes
CEMENT MASONS	13.02	1.80
LABORERS (including pipelayers)	7.61	
POWER EQUIPMENT OPERATORS:		
BACKHOE	11.36	
DOZERS	10.25	
LOADERS	10.86	
ROLLERS	11.33	
TRACKHOE	12.19	

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

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that 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, D. C. 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, D. C. 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, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

SECTION J - ATTACHMENT G

GOVERNMENT FURNISHED SERVICES, ITEMS AND EQUIPMENT (GFSI&E):

1. Existing Facilities, including Office Trailers at Moab and Crescent Junction

Moab:

- 3720 sq. ft. office space (2 - 24'x 60' trailers plus 1 - 14'x 60' trailer)
- 1440 sq. ft. conference room (1 - 24'x60' trailer) (shared with DOE and TAC)
- 1 - 12'x60' mens/womens restroom trailer
- 1 - quad wide access control trailer
- 3 phase 440 v electrical service into site Septic system
- Above-ground tanks for potable water - filled by truck

Crescent Junction:

- 1440 sq. ft. office/conference space (1 - 24'x'60' trailer w/restroom)
- Single phase 120/240 electrical service into site Septic system
- Potable water line from Thompson Springs

2. Warehouse/Maintenance Facility (remnant of Atlas Mill) at Moab

3. Decontamination Pad at Moab

4. Colorado River Intake Structure and pumps

5. Clean River Water Intake Pond

6. Contaminated Water Pond on top of RRM pile at Moab

7. Crescent Junction Potable Water Source

8. All rail equipment including:

- One TRAK Mobile for Moab.
- 400-39' rail panels - as-is, some potential contamination (rail and ties)
- 7 switches (no. 8 or no. 10)
- 5 end stops.
- 2 Locomotives - 1954 BLH 500 Horsepower - Rebuilt in 1991
- Up to 50 Rail Gondola Cars with covers

9. Air Monitoring Stations on and off site

	<u>Moab</u>	<u>Crescent Junction</u>
Radon & Direct Gamma	24	7
Airborne radio particulate	9	2
Meteorology	2	1

10. Environmental Database:

SEEPRO Environmental Database

11. IT/Telecommunications Equipment:

- Personal Computers connected to GJPO Network and Internet
- Telephones
- Video Conferencing Capabilities at GJPO and Moab
- Moab:
- 31 digital desktop phones,

3 fax machines,
28 personal computers,
13 printers and 1 plotter

Crescent Junction:
2 desk phones
20 computers

Existing Moab Site Personal Property Inventory, including:

2000 Mack Water Truck, 5000 gal tank
1989 Peterbilt Water Truck, 4000 gal tank
2004 Peterbilt Water Truck, 4000 Gal tank
1989 Cat Backhoe 416 Extendahoe
1974 Mack Dump truck
1951 D6 Cat Dozer
1982 Ford Bronco, 4x4
1989 Ford bronco, 4x4
1989 Dodge Pick up, 1500
1991 Chevy Blazer, full size 4x4
1974 Chevy Welding truck
12 ' livingstone boat
2006 Ingersol Rand electric shop air compressor, 10 hp
1991 Jeep Cherokee
1991 Chevy Corsica
Various Radiation Detecting Instruments
Various tools
185 Ingersol Rand diesel portable air compressors

Field Services (Radiological Characterization Equipment)

3 - Trimble GPS systems (two backpack, one handheld)
34 - BFEC Delta Scintillometers
27 - Mount Sopris Crutch SC-132 Scintillometers
4 - Mount Sopris SC-132 Soap-on-a-Rope (teathered) scintillometers
5 - SPA-3 Downhole Logging Probes
20 -Eberline E-600 Dataloggers
3 - Bicron Downhole Logging Probes
2 - Large Area Detectors (8"x 8"x 16"NaI detectors)
4 - 44 -10 Ludlum NaI detectors
4 - 2350 Ludlum Dataloggers
2 - Garmin iQue's
4 - Garmin Handheld GPS Units
2 - Fujitsu Pen Top Computers
2 - Stationary OCS Counting Systems with associated equipment
1 - Stationary ORTEC HPGe Counting System with associated equipment

- 1 - 6600 DT Track Mounted Geoprobe with enclosed trailer and accessories
- 2 - Yamaha 660 Rhino 4x4 All Terrain Vehicle
- 3 - Kawasaki Mule's 2x4 All Terrain Vehicles
- 1 - Yamaha TerraPro ATV/ w Hydraulic soil drill
- 1ea - Metrotech 810/ 850/ 6050 Utility Line locate equipment
- 1 - Radiodetection Line locate unit
- 1 - Shconstead Metal Detector
- 2 - SeaLand Containers
- 2 - Office type trailers, 60-ft, 35-ft (offices, equipment storage and counting systems)
- 2 - Industrial type Dring Ovens
- 2 - Honda portable Generators
- 1 - Honda portable Trash Pump
- 1 - Little Beaver motorized soil auger
- 2 - Milwaukee Concrete Core Drills
- 1 - Bosch Electric Demo Hammer
- 1 - Canberra Argos Model 5B whole body frisker