

Part I – The Schedule

Section C

Performance Work Statement

C.01 MOAB PROJECT OVERVIEW

C.1.1 BACKGROUND

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

The processing facility was constructed in 1956 by the Uranium Reduction Company, which operated the facility until 1962 when the property was sold to Atlas. Atlas operated the site until 1984 under a license and regulatory authority provided by the Nuclear Regulatory Commission (NRC) in accordance with Title II of the Uranium Mill Tailings Radiation Control Act (UMTRCA). When the processing operations ceased in 1984, approximately 16 million tons (12 million cubic yards) of uranium tailings or residual radioactive material (RRM) (the term *RRM* is used throughout the contract in accordance with Title 40 Code of Federal Regulations (CFR) Part 192 to reference the tailings and other contaminated materials former, including debris, uranium/vanadium processing) and contaminated soil had been stored in an unlined impoundment located in the northwest portion of the property.

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

The Floyd D. Spence National Defense Authorization Act for Fiscal Year 2001, Public Law 106-398 (the Act) stipulated that the license issued by NRC for the materials at the Moab Site be terminated and that the title and responsibility for cleanup be transferred to the DOE. Title to the site was transferred to DOE on October 25, 2001. Specifically, the EM Office in Grand Junction, Colorado, now has primary responsibility for the Moab Site. The Moab UMTRA Project (Moab Project) is responsible for the remediation of the Moab site, in accordance with surface cleanup standards specified in 40 CFR 192, Subpart A – Standards for the Control of Residual Radioactive Materials from Inactive Uranium Processing Sites, Subpart B – Standards for Cleanup of Land and Buildings Contaminated with Residual Radioactive Materials from Inactive Uranium

Processing Sites, and Subpart C – Implementation. The Moab Project is subject to 10 CFR 835, Occupational Radiation Protection.

The Act further designated that the Moab Site undergo remediation in accordance with Title I of the UMTRCA, though certain sections of UMTRCA shall not apply. In accordance with the Act, DOE developed a Draft Plan for Remediation that evaluated DOE's remediation decision-making process and related technical issues. DOE approved the *Final Environmental Impact Statement* (FEIS) on July 25, 2005, which fulfilled the National Environmental Policy Act (NEPA) requirement of considering the full range of reasonable alternatives and associated environmental effects of significant federal actions. The preferred alternative identified in the FEIS included relocation of the tailings and associated wastes to the Crescent Junction off-site waste disposal site using rail transportation as the primary transportation mode, with active ground water remediation. A *Record of Decision* (ROD) identifying the final remedy, consistent with the FEIS preferred alternative, was published on September 14, 2005. An Amended Record of Decision for the Remediation was approved in February 29, 2008. The ROD Amendment increased the flexibility to relocate the residual RRM using rail or truck.

C.1.2 PURPOSE

The scope of the Moab Project is to relocate mill tailings, associated wastes, and other contaminated materials from the former uranium-ore processing facility site (presently the Moab Site), and contaminated materials from one off-site vicinity property in Moab, Utah, to a DOE-constructed engineered disposal facility near Crescent Junction, Utah. The scope includes the maintenance of facilities, grounds, and railroad structures at the Moab Site and the Crescent Junction disposal cell, necessary to continue relocation of the mill tailings and associated wastes. The purpose of this End State Contract is two-fold: first, to achieve Project completion by completing the cleanup of the Moab site, including the excavation of the tailings pile site and remediation of the contaminated sub-pile below the tailings pile. Project completion includes completing the installation of the disposal cell final cover, and restoration of the Moab and Crescent Junction sites.

The second purpose of this End State Contract is to achieve a significant reduction to risk and financial liability through provision of the best overall optimal solution for accelerated Project completion and closure. The DOE's goal is to efficiently optimize the scope, cost, and schedule associated with performance of all work while ensuring quality and protecting the safety of the workers, environment, and the public. This will reduce EM's environmental liability, which will result in meeting the Department's strategic goals sooner. To this end, the annual amount of RRM tonnage remediated per year may vary throughout the contract ordering period based on the Contractor's Closure Strategy if varying the remediation tonnage will reduce lifecycle environmental risk and financial liability to the maximum extent practicable.

C.02 PROJECT SUPPORT PERFORMANCE REQUIREMENTS

The following sections define the programs that must exist to safely and effectively perform the cleanup mission at the Moab UMTRA Project and related facilities. The requirements and associated implementing instructions established under these programs shall be applied to all work within the PWS.

C.2.1. PROJECT MANAGEMENT

- a. Successful execution of the project management work scope will ensure cost and schedule efficiency while minimizing programmatic risks. The Contractor shall ensure that project management practices are used in the performance of work including the development of project management plans, baselines, disciplined change control processes and service level agreements.

- b. The Contractor shall prepare and submit for DOE approval a Project Management Plan (PMP), consistent with the requirements in DOE O 413.3, *Program and Project Management for the Acquisition of Capital Assets*.
- c. The Contractor shall prepare and submit for DOE approval a comprehensive Life-Cycle Baseline (LCB) based on the Closure Strategy submitted with their Task Order proposal. The LCB shall encompass the major activities of the Moab UMTRA Project for achievement of the Moab Site’s end-state.
- d. The Contractor shall provide all management and technical information to:
 - (1) Be consistent with the requirements of DOE O 413.3, when applicable and appropriate.
 - (2) Support the budget formulation activities including, but not limited to; emerging work items list, budget formulation input (including Integrated Priority List), the fall limited budget update submission, budget scenario development, and budget presentations (such as public and regulatory briefings, etc.).
 - (3) Meet the data requirements of the DOE Integrated Planning, Accountability, and Budgeting System (IPABS).
 - (4) Ensure transparency in project performance and efficiency in project execution.
 - (5) Support audits, evaluations, and external technical reviews.
 - (6) Support other DOE project performance assessments and information needs.
- e. All project management information developed under this contract shall be accessible electronically by DOE. The desired outcome is predictable and consistent Contractor performance aligned to customer needs conducted within annual and multi-year baselines.

C.2.2 PROJECT INTEGRATION AND CONTROL AND EARNED VALUE MANAGEMENT

The Contractor shall use an Earned Value Management System (EVMS) description consistent with Electronic Industries Alliance (EIA)-748, *Earned Value Management System Acceptance Guide*, and EIA-748, *Earned Value Management Intent Guide*. If, at the time of award, the Contractor’s EVMS has not been determined compliant with EVMS guidelines in EIA- 748, the Contracting Officer (CO) may direct the Contractor to perform work in accordance with FAR Subpart 52.234-4, *Earned Value Management System*. The CO may also require the Contractor to perform work in accordance with DOE O 412.1, *Work Authorization System*, until the Contractor’s EVMS is determined compliant.

- a. The Contractor shall incorporate management processes and controls used to implement, manage and control work, and complete Contract requirements into the description. The EVMS description may be tailored to include requirements established by the site partnering agreement (DOE, RAC and TAC), and the relationships identified in Section J, Attachment J-10, “Interface Requirements Matrix”. The matrix provides information on the required complementary roles and responsibilities between the RAC and the TAC.
- b. The Contractor shall include in the EVMS description:
 - (1) A baseline development process and hierarchy of documents/records used to describe and maintain a Performance Measurement Baseline (PMB)

- (2) Identification of systems, tools, and integration of these systems with the Work Breakdown Structure (WBS) and accounting systems and data
- (3) The process the Contractor intends to use for earned value management, configuration control, interface control, and document control
- (4) The Contractor's Project Baseline Change Control Process
- (5) The Contractor's process for handling changes that are only impacts to costs and not identified as a schedule impact
- (6) The Organizational Breakdown Structure (OBS), including roles and responsibilities of each major organization and identification of key management personnel.
- (7) A list of project software the Contractor proposes to use for project control

C.2.3 PERFORMANCE MEASUREMENT BASELINE

In accordance with the requirements of Section C.2.2, the Contractor shall develop and implement an integrated Performance Measurement Baseline (PMB) consistent with FAR Subpart 34.2, *Earned Value Management System*. When requested by the CO, the Contractor shall provide information in support of the Moab Project performance baseline, schedule, cost, and change control administrative functions.

- a. The Contractor shall develop a PMB consisting of integrated and traceable technical scope, schedule, and cost execution baseline consistent with the Moab Project Lifecycle Cost Baseline (LCB) that that encompasses all contractor project work packages and planning packages, derived from summing all the costs from the Work Breakdown Structure (WBS), including, but not limited to:
 - (1) Estimating;
 - (2) Scheduling;
 - (3) Budgeting (including undistributed budget along with corresponding work);
 - (4) Contingency Reserves (along with corresponding risks); and
 - (5) Project performance reporting.
- b. The Contractor shall ensure the PMB includes the following:
 - (1) Technical Scope. The following baseline documents shall be viewed collectively as the technical scope for the cost/schedule control system:
 - i. Contract PWS and other sections that define work scope and requirements;
 - ii. Waste site and facility lists;
 - iii. Approved interface agreements; and
 - iv. WBS Dictionary Sheets identifying applicable Control Accounts (the WBS submittal shall include a data column that cross-references the WBS elements at the lowest level to the appropriate Contract Line Item Number [CLIN]).
- c. The Contractor shall ensure the PMB is logically tied, driven and integrated with:

- (1) Contractor financial system(s) for consistency and accurate reporting of information with traceability to budget and reporting requirements.
- (2) DOE, congressional, regulatory, and external commitments.
- (3) Performance milestones including contract performance-based incentives and other performance measures established by DOE in accordance with FAR Subpart 16.4, *Incentive Contracts*, and Subpart 42.15, *Contractor Performance Information*.

C.2.3.1 PERFORMANCE MEASUREMENT BASELINE SUBMITTALS

- a. The Contractor shall develop and submit an initial PMB that is representative of the Task Order (TO) scope of work. Subsequent updates to the PMB will occur as each TO is negotiated and awarded and implemented into the PMB. These proposed PMB updates, for additional TO work only, will be submitted in accordance with the requirements of Section H, *Task Ordering Procedure*. The Contractor shall also follow the requirements of their EVMS description for baseline change control process.
- b. The Contractor shall provide the WBS, WBS dictionary data, and basis of estimate data in Microsoft or compatible electronic format. Cost data shall be provided in Microsoft Access or Excel format and the schedule shall be provided using the current version of Primavera Systems, Inc., Enterprise for Construction© software unless agreed to otherwise by the CO.
- c. The Contractor shall provide additional data as required by the CO, for development of the site-wide life-cycle baseline and DOE Integrated Master Plan (IMP).
- d. The Contractor shall support a DOE review of the initial submittal of the PMB and follow-on reviews of annual updates.

C.03 PROJECT PERFORMANCE REPORTING

The Contractor shall provide the CO, with project performance information to support budget planning and execution, project planning and execution; project performance reporting, audit and evaluation; and other DOE performance assessment and information needs.

C.3.1 MONTHLY PERFORMANCE REPORT

- a. The Contractor shall submit and transmit to the CO, a Monthly Performance Report representing the prior month's performance by the 15th (calendar date) of each month.
- b. The Contractor shall ensure the Monthly Performance Report includes a summary of overall contract performance and a separate report for each of the major work scopes and projects at the WBS level.
- c. The summary of contract performance includes:
 - (1) Key accomplishments
 - i. Major issues including actions required by the Contractor and DOE;

- ii. Analysis of funds expenditure, with projections for the Project by Fiscal Year and life of the Contract;
 - iii. Technical scope, schedule, and cost variance analysis; including implications to near term and long term milestones and deliverables at risk of being missed;
 - iv. Discussion of corrective actions currently in place to address performance issues including initiation date of corrective actions; and
 - v. Information on any safety or quality matters that emerged or persisted during the reporting month.
- d. Each of the major project reports include:
- (1) Project manager’s narrative assessment including:
 - i. Significant accomplishments and progress towards completion of project goals and objectives
 - A. Key risks and challenges; and
 - B. Evaluation of safety performance (including Integrated Safety Management Systems [ISMS] metrics and all recordable injuries, lost-time injuries, and near misses).
 - (2) Project Baseline Performance including:
 - i. EVMS information using the following Office of Management and Budget (OMB) Contract Performance Report formats (DID-MGMT-81466);
 - ii. Format 1, DD Form 2734/1, Mar 05, *Work Breakdown Structure*;
 - iii. Format 2, DD Form 2734/2, Mar 05, *Organizational Categories*;
 - iv. Format 3, DD Form 2734/3, Mar 05, *Baseline*;
 - v. Format 4, DD Form 2734/4, Mar 05, *Staffing*;
 - vi. Format 5, DD Form 2734/5, Mar 05, *Explanations and Problem Analysis*
 - (3) The Contract Performance Reports shall be provided in the format forms referenced in Integrated Program Management Report (IPMR) Data Item Description (DID) DI-MGMT-81861 unless the Task Order specifies otherwise;
 - (4) Contract Funds Status Report (CFSR) shall be provided in accordance with Data Item Description, DI-MGMT-81468, CFSR, or equivalent;
 - (5) Baseline schedule status, which reflects progress against the baseline and includes critical path analysis, performance trends, variance discussion(s), and potential issues related to milestones;
 - (6) Contract ETCs and EACs,
 - (7) A change control section that summarizes the scope, technical, cost, and/or schedule impacts resulting from any implemented actions; and that discusses any known or pending baseline changes and utilization of management reserve;
 - (8) Project risk assessment, including identification of critical risks, actions planned, and actions taken to address those risks, potential problems, impacts, and alternative courses of action, including quality issues, staffing issues, assessment of the effectiveness of actions taken previously for significant issues, or the monitoring results of recovery plan implementation;

- (9) The project risk assessment shall also identify the engineering and technology to reduce the risk and uncertainty with the project; and
- (10) Actions required by DOE, including GFS/I and DOE decisions.

C.3.2 PROJECT REVIEW MEETINGS

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

C.3.3 COST ESTIMATING

- a. Cost estimates shall be credible, well documented, accurate, and comprehensive.
- b. Contractor developed cost estimates form the basis of the cost baseline of the PMB and are important when evaluating proposed Contract changes. DOE uses these cost estimates for budget formulation, Contract change management, cleanup program planning, establishing a database of estimated and actual costs, and performance measurement. The Contractor shall prepare cost estimates in accordance with the requirements in Section H, *Task Ordering Procedure* of this Contract and using *The Twelve Steps of High-Quality Cost Estimating Process* identified by the Government Accountability Office (GAO) in GAO-09-3SP, *GAO Cost Estimating and Assessment Guide*, for all priced Contract actions exceeding the simplified acquisition threshold.

C.3.4 SCHEDULING

- a. The Contractor shall support DOE in the development and maintenance of a DOE IMP. The Contractors PMB and Integrated Master Schedule (IMS) shall integrate the Contractor's activities into the DOE Program Integrated Master Plan (IMP). The IMS integrates the operations activities, and other activities managed by the Contractor into one schedule. DOE will use the individual Contractor IMS from the Contractor and other site contractors to construct the IMP.
- b. The Contractor shall to the extent practicable develop the IMS in accordance with the National Defense Industrial Association's *Planning & Scheduling Excellence Guide* (v3.0), and EIA748 Guidelines. The Contractor's IMS shall be resource loaded.

C.3.5 RISK MANAGEMENT

- a. Successful execution of the site cleanup mission requires an integrated risk management program where crosscutting risks and mitigation actions are identified, communicated, and coordinated with DOE and other site contractors. The conduct of risk management shall result in risk informed prioritization of program, project and infrastructure investments that facilitate successful project execution and program management.
- b. The Contractor shall implement a risk management program. To the extent practicable, the Contractor shall also incorporate the principles of DOE G 413.3-7A, *Risk Management Guide*, and GAO 09 3SP in its risk management process.

- c. The Contractor shall submit a Risk Management Plan (RMP) to DOE for approval. The plan shall identify the processes and procedures that will be implemented to address risk identification, qualitative risk assessment, quantitative risk analysis, risk handling, schedule risk analysis, risk monitoring and reporting and calculating the recommended management reserve and schedule reserve required for adequate management of Contractor-controlled risk.
- d. The Contractor shall communicate its risk analysis pertaining to crosscutting decisions to DOE and other site contractors, including agreement as to who shall be the lead for managing each risk. These crosscutting impacts shall be quantified in terms of probability, cost, and schedule impact to the overall site cleanup mission where possible.

C.04 OPERATION OF THE DOE MOAB AND CRESCENT JUNCTION SITES

C.4.1 FACILITIES AND GROUNDS OPERATIONS AND MAINTENANCE

The Contractor shall operate and maintain the DOE Moab and Crescent Junction sites and provide a Facilities and Grounds Operations and Maintenance Plan that includes the maintenance of all areas, facilities, and structures at the Moab Project. See Section J, Attachment J-X, “Site Maps Including Asphalt Areas”, for maps of all areas, facilities and structures for the Moab and Crescent Junction sites. The Contractor shall review and update the Facilities and Grounds Operations and Maintenance Plan annually or more frequently as needed to document changing site conditions, and submit any updates to DOE for approval. The Contractor shall ensure the Facilities and Grounds Operations and Maintenance Plan is consistent with the Life Cycle Baseline.

The Contractor’s Facilities and Grounds Operations and Maintenance Plan shall include all property, structures, and infrastructure within the Project footprint, including, but not limited to, the Former Atlas Legacy Building, Container Lidding Building, trailers, man-huts, sheds, shacks and other structures that may be occupied or used for storage of equipment and/or materials in the performance of the PWS. The list of buildings/structures at the Moab and Crescent Junction sites is provided as Section J, Attachment J-X, “List of Government Furnished Property”. See also Attachment J-X for a list of maintenance requirements and frequency.

As a part of facilities and grounds maintenance at the DOE Moab and Crescent Junction sites, the Contractor shall:

- a. Perform facility inspections, including equipment and/or structures, to assess facility structural integrity in accordance with Section J, Attachment J-X.
- b. Maintain trailers and trailer staging areas in suitable condition for habitation including utilities until designated otherwise by DOE.
- c. Maintain structures to ensure the structural integrity of the building/structure/container envelope to prevent damage to the structure, interior, or equipment from water, wind, extreme temperatures, pests or other factors that would affect the suitability of the intended use.
- d. Maintain the non-occupied grounds and areas including site perimeter and staging or other fencing, water systems located at the Moab and Crescent Junction sites, sediment ponds/basins, other ponds and basins, rail and associated structures, haul roads, pedestrian and vehicle access roads, parking lots and staging areas, flag poles, ditches, underpass, transformers, utility poles and

associated utility components. Ensure lighting and signage in all areas, both indoor and outdoor, are maintained in working order. See Section J, Attachment J-X, “List of Maintenance Requirements and Frequency”.

- e. Ensure proper working lavatory facilities and septic systems are maintained and serviced as necessary.
- f. Cleanout the freshwater ponds at Moab and Crescent Junction annually, unless directed by the DOE of an alternate time schedule.
- g. Provide grounds maintenance activities. This includes snow removal from personnel walkways and application of clean sand (or other material compatible with the ROD requirements) to prevent slips and falls; grading to prevent minor water accumulation; and haul road and access road maintenance.
- h. The Contractor shall provide a continuous supply of potable water to the Moab and Crescent Junction facilities.
- i. Janitorial services for all administrative buildings, on a daily basis during the workweek.
 - (1) The Contractor shall clean the rest rooms, sweep paved walkways, empty wastebaskets and recycle bins, vacuum, dust, clean windows, and wipe down surfaces.
 - (2) The Contractor shall clean and sanitize occupied facilities to minimize COVID-19 on surfaces.
 - (3) The Contractor shall occasionally rake between buildings to maintain an acceptable appearance and to help prevent slips, trips and falls.
 - (4) The Contractor shall pick up trash in and around buildings and facilities and ensure the proper storage of equipment.
 - (5) The Contractor shall remove vegetation as needed to minimize safety and fire hazards.
 - (6) The Contractor shall contact the DOE COR to gain access to the IT server trailers to clean once a week. Section J-X provides a detailed list of the maintenance activities and the schedule of such activities.
- j. Implement erosion control methods to control excess water or storm water runoff, by re-contouring or re-grading, or using temporary soil stabilization techniques that may include erosion control blankets, mulch, or temporary geosynthetic material secured with restrainers such as gravel-filled bags or sand bags, appropriately spaced depending on slope and velocity. Erosion control objectives include:
 - (1) Providing notification to the DOE prior to implementing erosion control methods applied in RRM areas.
 - (2) Using clean materials in non-RRM areas with no deleterious components.
 - (3) Preventing and mitigating release of RRM into and from the Moab Wash.
 - (4) Preventing and mitigating erosion from the Crescent Junction cell and covers and the wedge, and the spread of contamination beyond control boundaries.

- k. Maintain and repair asphalt and other improved surfaces at the Moab and Crescent Junction site to ensure they are usable, safe, free of broken areas, ruts, or degradation that adversely affect the structural integrity.
- l. Perform maintenance activities required to sustain all property listed in Section J, Attachment J-X, “Government Furnished Property and Information List”, in a condition suitable for its designed purpose.
- m. Perform preventative, predictive, and minor corrective/repair maintenance on Government provided equipment, RRM shipping containers, cranes and scales, water tanks, building HVAC systems, and instrumentation provided to accomplish this PWS. See Section J, Attachment J-X, “List of Maintenance Requirements and Frequency”, and Attachment J-X, “Container Inventory, Inspection, and Maintenance”. The Contractor shall disclose to the Contracting Officer (CO) whenever there is a need for replacement and/or rehabilitation of Government Owned Property. The Contractor shall maintain a list of RRM shipping container inspections, maintenance, and repair.
- n. The Contractor shall maintain and repair the rail lines, ties, ballast, switches on the Moab and Crescent Junction sites and all associated rail loading/unloading facilities, used to transport RRM, within the Federal Railroad Administration (FRA) and Railroad specifications.
- o. The Contractor shall operate and maintain (O&M) the existing construction water system providing water to the Crescent Junction site.
 - (1) The construction water system includes: two Green River pumps and pump enclosures; one settling pond, fencing, and electrical; four booster pumps with diesel generators and pump enclosures; a 21-mile long pipeline from the Green River pump station to the construction water pond at Crescent Junction; and, one gravity drain fill station.
 - (2) The Contractor shall fuel all diesel generators to ensure they continue to provide power for the booster pumps.
 - (3) The Contractor shall remove sediment from the Green River sediment pond annually, unless determined in coordination with DOE that such removal is not required. See Section J, Attachment J-X, for a map of the waterline and associated equipment.

C.4.2 WASTE MANAGEMENT

The Contractor shall perform all excavation activities, including debris, necessary for operating and maintaining the waste management and waste handling systems/methods to remove the RRM and other waste.

The Contractor shall maintain a Waste Management Plan. The Contractor shall review the Waste Management Plan annually, or more frequently, to document changing site conditions, and submit any updates to DOE for approval.

- a. The Plan shall identify, characterize, package, transport and dispose of any waste, including secondary waste.

- b. As part of the Waste Management Plan the Contractor shall describe the details of the planned excavation method, the excavation sequence based on optimizing placement of RRM and debris in the cell at CJ, mixing of slimes and sands, preparation and management of drying beds, size reduction or preparation of oversize debris, and water management. The Plan shall also describe RRM stockpiling, lift locations, and RRM placement and compaction in the disposal facility.
- c. The Contractor shall manage and provide waste management activities. Any waste that requires special handling, such as waste oil and non-RRM, shall be managed in accordance with the Waste Management Plan

The Contractor shall monitor, track, and document, for reporting purposes on a monthly basis (or as requested by DOE), data on tons of RRM that are excavated, shipped and placed in identified lifts in the disposal cell. A subset of the total RRM data reported shall be the tons/volume of debris excavated, shipped, and placed. A separate subset of the total RRM data reported shall be the amount of RRM excavated, shipped, and placed that is greater than 707 pCi/g. The reporting shall also include the number or rail shipments, the tons per rail shipment, and the number of containers and railcars per shipment.

C.4.2.1 RRM EXCAVATION AT MOAB

In performing excavation activities at the DOE Moab Site, the Contractor shall:

- a. Excavate all of the RRM tailings pile, including debris, and subpile below the tailings pile up to a depth of 2' below the pile per 40 CFR 192 and condition material as necessary to meet disposal requirements.
- b. Load RRM into DOE-furnished containers not to exceed capacity of containers, haul trucks, and railcars. Containers containing debris shall be distinctly designated.
- c. The Contractor shall size reduce and package the oversized debris as specified in the NRC-approved Remedial Action Plan or propose an alternative method for DOE approval. The contractor shall excavate the autoclaves, transport, and place them in the Crescent Junction disposal cell. The autoclave circuit consists of two parallel banks of seven 8,000-gallon autoclaves in series. They are equipped with mechanical agitators having air spurge lines mounted under the impellers. The first two autoclaves in each bank are equipped with steam coils. The autoclaves on the Moab Site are filled with dirt and asbestos-bearing pipe, and are estimated to weigh approximately 40 tons each. Each autoclave is 12' in diameter and 14 feet tall. See Section J, Attachment J-X for the calculation background. The Contractor shall contain the asbestos-bearing material during transportation.
- d. If the Contractor determines that it is advantageous to not size reduce the debris or the oversized debris and autoclaves, the Contractor shall, with DOE approval:
 - (1) Coordinate with DOE, in providing information for DOE to submit a request to the NRC for a waiver to the RAIP requirements for sizing material to be placed in the disposal cell, prior to excavating and transporting the debris, oversized debris, and autoclaves.
 - (2) Excavate and load the debris, oversized debris, and autoclaves as specified in the waiver.
 - (3) Transport the debris to the disposal facility by truck or rail as specified in the waiver.
 - (4) When the autoclaves are delivered to the Crescent Junction disposal cell, they must be filled with DOE-approved (with NRC consent) flowable fill so that no voids exist in the vessels.

- e. Placing or conditioning of RRM within the 100 year floodplain shall be conducted ONLY with the prior written approval of the Contracting Officer.
- f. The Contractor shall not condition RRM on the floor of the tailings pile that has been verified as being remediated without approval of the CO.

C.4.2.2 RRM HANDLING AT MOAB SITE

The Contractor shall ensure safe and efficient transfer of RRM in accordance with the ROD and RAP. The Contractor is responsible for all aspects of the handling activities at the Moab site (movement of excavation equipment, trucks, container stackers, etc.) in all areas including haul roads, and for all activities taking place at rail sidings. The Contractor shall:

- a. Operate and maintain the material handling systems (see Section J, Attachment J-X, “List of Maintenance Requirements and Frequency – Equipment and Facilities”).
- b. Manage and operate container movement.
- c. Weigh containers and conduct lidding and de-lidding operations.
- d. Decontaminate the outside of the RRM containers according to 10 CFR 835 and the U.S. Department of Transportation special permit (DOT/SP/14283) for transport outside the contaminated area and inspect the containers for RRM. No visible accumulation of RRM shall be permitted.
- e. Transfer loaded containers from the contamination area to haul trucks or for stockpiling in the “clean” area (the “Queue”).
- f. Haul loaded RRM containers to the Moab rail bench, adjacent to Union Pacific Cane Creek Branch Line.
- g. Load and unload the containers from the trucks onto rail cars. Haul empty containers to the Queue.
- h. Transfer empty containers from the Queue to the contamination area to be filled with RRM.
- i. Inspect the containers on the rail cars for integrity and proper placement and securement on the rail cars, any visible accumulation or spillage of RRM, and inspect rail cars for mechanical issues.

C.4.2.3 DUST CONTROL AT MOAB

The Contractor shall operate and maintain the clean water construction pond and the above-ground water storage tank at the Moab Site. The Contractor shall use the above-ground storage tank water for dust control within the contamination area at the Moab site when it is seasonably available. All other dust control shall be performed using water from the clean water construction pond. The TAC will be responsible for all of the equipment and materials that supply the contaminated ground water to the water storage tank.

C.4.2.4 RRM HANDLING AT CRESCENT JUNCTION

The Contractor shall coordinate and operate all the related waste excavation, transport, loading/unloading and placement equipment provided by the Government listed in Section J, Attachment J-X, “List of Government Furnished Property”, and supplemented by the Contractor personal equipment, on the haul road, the disposal cell, and the rail facility to accomplish disposal of the waste. The Contractor shall:

- a. Operate and maintain the material handling systems at Crescent Junction (see Section J, Attachment J-X, “List of Maintenance Requirements and Frequency – Equipment and Facilities”).
- b. Manage and operate container movement.
- c. Inspect the containers on the in-bound train rail cars for integrity and proper placement and securement on the rail cars, any visible accumulation or spillage of RRM, and inspect rail cars for mechanical issues.
- d. Transfer loaded containers from the train to haul trucks and place empty containers on the train for transport to the Moab site.
- e. Transport the loaded containers on the haul trucks to the disposal cell RBA and unload (dump) the RRM into the cell.
- f. Decontaminate the outside of the RRM containers according to 10 CFR 835 and the U.S. Department of Transportation special permit (DOT/SP/14283) for transport to the train for return to the Moab site and inspect the containers for RRM. No visible accumulation of RRM shall be permitted. Minimize the carry back of RRM in containers returning from Crescent Junction.
- g. Transfer the unloaded containers from the haul truck to the train.

C.4.2.5 DISPOSAL CELL PLACEMENT AND COMPACTION

The Contractor shall conduct all disposal cell operations at Crescent Junction in accordance with the Final Remedial Action Plan (RAP) and Remedial Action Inspection Plan (RAIP), approved by the NRC. The Contractor shall submit to DOE an annual Interim Completion Report on RRM disposed.

- a. In performing disposal placement and compaction activities, the Contractor shall:
 - (1) Prepare and dispose of all RRM wastes generated under this PWS. This includes placement and compaction of RRM in accordance with the RAP.
 - (2) The Contractor shall minimize the stockpiling of RRM at Crescent Junction. The Contractor shall optimize the placement of RRM to avoid the need for fill. The placement of higher activity RRM shall be placed in the lower lifts of the disposal cell to the extent possible, leaving lower activity RRM placement in the upper levels. The Contractor shall maximize the use of available disposal cell space in the placement of debris.
 - (3) Manage the RRM moisture content to achieve the RRM placement criteria, as specified in the RAP and the RAIP.
 - (4) Install and maintain standpipes per the RAP.
- b. Debris Placement - debris shall be placed and compacted, then covered with a layer of RRM, as specified in the NRC-approved RAIP.

- c. If the Contractor determines that it is advantageous to not size reduce the debris or the oversized debris and autoclaves, the Contractor shall, with DOE approval:
 - (1) Coordinate with DOE, in providing information for DOE to submit a request to the NRC for a waiver to the RAI requirements for sizing material to be placed in the disposal cell, prior to excavating and transporting the debris, oversized debris, and autoclaves.
 - (2) Unload the debris, oversized debris, and autoclaves.
 - (3) When the autoclaves are delivered to the Crescent Junction disposal cell, they must be filled with DOE-approved (with NRC consent) flowable fill so that no voids exist in the vessels when placed in the cell per the approved waiver.

C.4.2.6 DISPOSAL CELL EXCAVATION AND CONSTRUCTION

The Contractor shall excavate, construct, and maintain the remaining disposal cell phases, run-off controls (e.g. the “wedge”), containment ponds, etc. as specified in the approved RAP. Any proposed changes to cell design must meet the RAP requirements and must have Design Authority and DOE approval prior to implementation.

The Contractor shall construct a temporary Radiological Buffer Area (RBA) for the dumping of RRM and contamination control. The RBA may be removed and reconstructed as necessary to support cell operations.

C.4.2.7 DISPOSAL CELL INTERIM AND FINAL COVER

The Contractor shall construct and maintain the interim and final covers for the disposal cell, according to the specifications in the approved RAP and subsequent RAP modifications.

If the Contractor determines that it is advantageous to use an alternative method for interim or final cover construction the Contractor shall, with DOE approval, coordinate with DOE in providing information for DOE to submit a request to the NRC for a change to the RAP requirements for cell construction.

The Contractor shall ensure that the interim cover is kept free of vegetation or organic material. Any proposed changes to disposal cover materials (e.g. material source selection) must meet the RAP requirements and must have Design Authority and DOE approval prior to implementation.

C.4.2.8 DUST CONTROL AT CRESCENT JUNCTION

The Contractor shall use water from the construction water pond at Crescent Junction for dust control, compaction; and, any other activities at Crescent Junction requiring non-potable water.

C.4.3 TRANSPORTATION

The Contractor shall, in a safe and compliant manner transport debris, tailings, and other contaminated materials from activities associated with this PWS as RRM at the Crescent Junction disposal cell.

- a. The Contractor shall comply with the September 2005 Moab Uranium Mill Tailings ROD, the Amended ROD dated February 2008, and any future amendments to transport materials as well as the RAP and the Special Permit.

- b. The Contractor shall be responsible for entering into arrangements with Union Pacific for the rail transportation of the RRM, using rail cars provided by the Contractor and coordinate rail shipments with the Railroad.
- c. Transport oversized material (debris) from the Moab site to Crescent Junction using trucks or rail. The Contractor shall be responsible for providing tractors and trailers as needed for conveyance of RRM, including oversized debris, by truck to Crescent Junction.
- d. The Contractor shall develop, maintain, and implement a Transportation Plan, which describes modes of transport for various materials, necessary permits, interfaces, and approvals. The Contractor shall review the Transportation Plan annually, or more frequently, to document changing site conditions, and submit any updates to DOE for approval.
- e. The Contractor shall, as the operating entity, obtain and maintain all required highway (Utah Department of Transportation) and rail (Union Pacific) transportation permits and agreements for the transport and disposal of RRM on behalf of DOE. See Section J, Attachment J-X for a list of the permits. The highway transportation of RRM shall be in compliance with U.S. Department of Transportation special permit (DOT/SP/14283) for the transportation of radioactive materials.
- f. The Contractor shall pay all costs in obtaining the permits, as well as any fines or penalties for non-compliances as a result of its actions.

C.4.4 OPERATIONS SUPPORT

The Contractor shall provide ongoing project support necessary for performance of the PWS at the Moab Project sites. The RAC shall coordinate with the TAC, as necessary, to ensure safe and efficient Project execution. The Interface Requirements Matrix (see Attachment J-10) provides information on the required complementary roles and responsibilities between the RAC and the TAC.

C.4.4.1 REGULATORY COMPLIANCE

The Moab Project is regulated by the NRC under Title I of the Uranium Mill Tailings Radiation Control Act of 1978. The state of Utah regulations address related fugitive dust emissions and storm water pollution prevention. The Moab Uranium Mill Tailings ROD, dated September 2005, and the Amended ROD for the Remediation of the Moab Uranium Mill Tailings, Grand and San Juan Counties, Utah, dated February 29, 2008, apply to the Moab activities. The Contractor in the performance of this PWS shall:

- a. Comply with these and all other applicable regulatory agreements, laws, and requirements including the RAP.
- b. Obtain and be named as the responsible party on all permits required for excavation and transportation of RRM under this contract. (See Section J, Attachment J-X, "List of Permits and Agreements".)
- c. Provide information and data to the TAC to apply "supplemental standards" (40 CFR 192.21) when necessary (e.g., to off-pile area). Such supplemental standards applications shall be approved by DOE and the NRC

C.4.4.2 SITE ACCESS CONTROL

- a. The Contractor shall provide security personnel for the physical security and access control of the Moab and Crescent Junction sites.
- b. The Contractor shall ensure security measures are implemented in accordance with DOE O 470.4 and DOE O 473.3 and consistent with the TAC Safeguards and Security Program requirements per the Section J, Attachment J-10, “Interface Requirements Matrix”.
- c. The TAC is responsible to provide security badges for the RAC. The RAC shall provide the required documentation to the TAC for the issuance of badges.
- d. The Contractor shall provide support to the TAC hillside monitoring and equipment operations (see Section J, Attachment J-10, “Interface Requirements Matrix”), and implement rockslide mitigation activities at the Moab rail bench and issue daily “go-no go” notifications.

C.4.4.3 SITE SUPPORT

The Contractor shall provide support and assistance to DOE for data calls, which may occur once a month or more often. The Contractor shall also provide the following:

- a. Information, documentation, and other assistance 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.
- b. Support to public involvement and stakeholder interaction. This occurs on average quarterly or less.
- c. Provide personal protective equipment (PPE) (hard hats, safety glasses, and safety vests) as appropriate, for workers, and at least 10% of Contractor owned PPE for DOE, TAC, and visitors who require access to site areas. DOE and other visitors may require access to site areas an average of twenty-five visits per month.

C.4.4.4 WORKER SAFETY AND HEALTH

The Contractor shall maintain and implement an Worker Safety and Health Program to ensure protection of the workers, the public, and the environment. As a part of the Program:

- a. The Contractor shall work with the TAC to maintain a site-wide 10 CFR 851 compliant Worker Safety and Health Program (WSHP) for the hazards applicable to this PWS (Section J, Attachment J-10, “Interface Requirements Matrix”).
 - (1) The Contractor shall review the WSHP annually, or more frequently, to document changing site conditions, and submit any updates to DOE for approval. The Contractor shall inform DOE in writing that there are no changes in the currently approved program.

- (2) The Contractor shall ensure integration of the WSHP Program with all other related site-specific worker protection activities and include it as part of the Integrated Safety Management System.
 - (3) The Contractor’s Health and Safety Program shall include qualified safety and health staff, worker rights, hazard identification, hazard prevention and abatement, training and information, recordkeeping and reporting.
 - (4) The Contractor shall ensure the WSHP is applicable to all subcontractors working at the Moab Project.
- b. The Contractor shall provide medical monitoring for workers and DOE staff compliant with 10 CFR 851.
 - c. In addition to the WSHP, coordinate with the TAC to maintain the Project-wide Health and Safety Plan (HASp), and flow-down the requirements to subcontractors (see Section J, Attachment J-10, “Interface Requirements Matrix”).
 - d. The Contractor shall develop and submit for DOE approval a documented Emergency Management Program consistent with DOE O 151.1 which shall include a description of the Contractor’s Emergency Response Organization. The Contractor’s Emergency Response Organization shall include trained and certified medical emergency response personnel.
 - e. The Contractor shall work with the TAC to develop a combined RAC/TAC Continuity of Operations Plan (COOP) consistent with DOE O 150.1 for DOE approval.
 - f. The Contractor shall develop a documented Fire Protection Program, including but not limited to Emergency Response, which complies with DOE O 420.1.
 - g. The Contractor shall identify and assign an “on-call Manager” to respond to emergencies and events during after-hours, including nights and weekends.
 - h. The Contractor shall comply and implement any applicable environmental requirements and cleanup requirements. The Contractor shall be responsible for obtaining and maintaining applicable permits required to perform their work. Permits shall be managed to ensure no lapses in renewal.
 - i. The Contractor shall provide information as requested by the TAC for the completion of the Annual Site Environmental Report (ASER), Site Sustainability Plan (SSP), and Environmental Management System (EMS) manual.

C.4.4.5 INTEGRATED SAFETY MANAGEMENT SYSTEM (ISMS)

The Contractor shall maintain and implement an ISMS program that complies with the Section I Clause, *Integration of Environment, Safety, and Health into Work Planning and Execution*. As a part of the ISMS program, the Contractor shall:

- a. Ensure all work is performed safely and in a compliant manner that assures protection of the workers, public, and the environment.
- b. Review the ISMS program annually, or more frequently as determined by DOE, and update as necessary the RAC/TAC Integrated Safety Management System Description and submit any updates to DOE for approval. The RAC shall support the TAC to prepare and provide information to DOE for the bi-annual Integrated Safety Management System Declaration.

- c. Include a lessons learned program that consists of the following:
 - (1) The lessons learned program shall be structured to identify and apply available lessons in safety, quality and performance to this project.
 - (2) The lessons learned program shall also capture, document, and provide lessons learned for future application by others.
 - (3) The lessons learned for external distribution shall be provided to the TAC for incorporation into the DOE Corporate Lessons Learned Database, when a significant lessons learned event occurs.

C.4.4.6 RADIATION PROTECTION, RADIATION SERVICES

- a. The Contractor shall maintain a documented 10 CFR 835 compliant Radiation Protection Program (RPP).
 - (1) The content of the RPP shall be commensurate with the nature of the activities performed, and include formal plans and measures for applying the as low as reasonably achievable (ALARA) process to occupational exposure.
 - (2) The Contractor shall review the Radiation Protection Program annually, and provide any updates to DOE for review and approval prior to implementation. Changes that decrease the protectiveness of the program shall not be implemented without DOE approval.
- b. The Contractor shall annually review and update as necessary a Hazard Categorization Plan and submit to DOE for approval.
- c. The Contractor shall maintain a Radiation Protection Program Manual (RPPM). The manual shall include:
 - (1) The Moab Project Site Dosimetry Program, which shall provide the distribution, collection, and analysis of personnel external dosimeters for contractor personnel of the RAC and TAC, DOE, and visitors.
 - (2) The Moab Project Site Internal Dosimetry Program for urine bioassay including the distribution, collection, analysis of bioassay kits for RAC, TAC, and DOE personnel.
 - (3) The Moab Project Site Instrumentation Program. (See Section J, Attachment J-X, which lists the Government Furnished Property and Information)
 - (4) The Moab Project Site Radiological Records Program.
- d. The Contractor shall collect, maintain, and report data for:
 - (1) Worker internal and external dosimetry;
 - (2) Environmental dosimetry;
 - (3) Compliance with the required radiological monitoring; and,
 - (4) Adequacy of site radiological control programs in protecting the health and safety of workers, the public, and the environment.
- e. The Contractor shall provide personal protective equipment (PPE) as appropriate, for workers, DOE, and visitors who require access to radiological areas of the Moab and Crescent Junction

sites. DOE and other visitors require access on an average of twenty-five visits into the Contamination Area each year.

- (1) The Contractor shall launder the radiological PPE including:
 - i. The coveralls worn by personnel who work in the Contaminated Area three times each work day;
 - ii. The coveralls worn by personnel working in the Queue area and at the Crescent Junction disposal facility one time each work day;
 - iii. Additionally, the safety vests worn by TAC personnel as requested.
- (2) Once washed and dried, PPE shall be scanned out and free-released on a sample basis—one item in every three or four.
- (3) Any PPE needing repairs shall be disposed of.

C.4.4.7 QUALITY ASSURANCE/QUALITY CONTROL

- a. The Contractor shall submit a Quality Assurance Plan (QAP) that implements Quality Assurance (QA) program requirements identified in Section J, Attachment J-X, and Section E using a graded approach for DOE approval. The graded approach shall be documented and submitted for DOE approval as a standalone document or combined with the QAP.
- b. The Contractor shall implement a Contractor Assurance System, Incident Reporting, Tracking, and Corrective Action program as required by DOE O 226.1. The Contractor shall submit a Contractor Assurance System (CAS) description as required by DOE O 226.1 for DOE review and approval, and assist the TAC in preparation of a Quarterly RAC/TAC CAS Report providing information and data on the effectiveness of performance.
- c. The Contractor shall perform Quality Assurance Management and Self Assessments and Surveillances, and allow the TAC and DOE personnel access for performance of oversight activities.
- d. In coordination with the TAC, the RAC shall develop an Integrated Assessment Schedule that outlines, by quarter, the assessments of the RAC operations planned to be performed. Assessed activities shall include safety, operations, compliance, documentation, and other aspects of the Project at each Project site. The schedule shall be developed annually and updated quarterly.
- e. The Contractor shall provide a licensed Professional Engineer as the Design Authority to review and approve design modifications or changes in accordance with the RAP and the QAP.
- f. The Contractor shall allow DOE, regulators, and the TAC to perform announced and unannounced oversight and assessment activities. The Contractor shall accommodate visits by interested stakeholders.

C.4.4.8 RECORDS MANAGEMENT

Records generated under this PWS are the property of DOE. The Contractor shall:

- a. The Contractor shall manage all records (regardless of media) generated/received in the performance of the Contract, including records obtained from a predecessor contractor (if applicable), in accordance with the Moab UMTRA Project Records Management Program, 44 U.S.C. 21; 44 U.S.C. 29; 44 U.S.C. 31; 44 U.S.C. 33; 44 U.S.C. 36; 36 CFR Chapter XII, Subchapter B, *Records Management*; DOE Order 243.1, *Records Management Program*; and any other DOE requirements as directed by the CO. All records (in all formats, including email) subject to the management of the contractor (e.g., records in support of its operation), are to be inventoried, scheduled and dispositioned in accordance with federal laws, regulations, DOE Directives, the Moab UMTRA Project Records Management Program, which includes a Contractor and TAC co-authored Records Management Manual (Section J, Attachment J-10, “Interface Requirements Matrix”).
- b. Except for those defined as contractor-owned (in accordance with Department of Energy Acquisition Regulation (DEAR) 970.5204-3, *Access to and Ownership of Records*, see Section I), all records (see 44 U.S.C. 3301 for the statutory definition of a record) acquired or generated by the Contractor in the performance of this Contract including, but not limited to, records from a predecessor contractor (if applicable) and records described by the Contract as being maintained in Privacy Act Systems of Records shall be the property of the Government.
- c. The Contractor shall develop and maintain up-to-date records inventories, or follow and contribute to the Moab UMTRA Project records inventory that provide for the identification, location, arrangement, assignment of a NARA-approved records disposition schedule and authority for all categories (record series), ownership, quality assurance, Privacy Act system of records, essential (vital) records, etc., of records created and received. The records and essential (vital) record inventories shall be submitted to the TAC on behalf of the DOE for incorporation into the Moab UMTRA Project File Plan annually.
- d. The Contractor shall ensure all records (including email) are created electronically (born digital) to the greatest extent possible, those that are scanned must meet all NARA and Moab UMTRA Project requirements for electronic records, including the associated metadata and management of hard copy records after digitization. All records shall be scheduled and turned over in electronic format to the TAC on behalf of the DOE in a way to ensure the records can be arranged to ensure the management and disposition of the records (e.g., case file, project, chronologic, numerical, and alphabetical) in accordance with NARA-approved Records Disposition Schedules.
- e. All audiovisual records shall meet NARA requirements (see 36 CFR 1237 and NARA Bulletins for specific requirements), including proper captioning the photographs through embedded metadata and/or external metadata (e.g., date of photograph, program, site, detailed description, names of individuals).
- f. The Contractor shall manage records contained in electronic information systems (EIS) by incorporating recordkeeping controls into the system or export the records into a recordkeeping system 36 CFR Part 1236, Electronic Records Management. The Contractor shall design and implement migration strategies to counteract hardware and software dependencies of electronic records whenever the records must be maintained and used beyond the life of the information

system in which the records are originally created and captured. The Contractor shall provide a list of all EIS' to DOE annually utilizing the Moab UMTRA Project format provided by DOE.

- g. The Contractor shall respond to records management data calls by DOE as requested and process record requests for the FOIA, the Privacy Act, the former worker medical screening program, the Chronic Beryllium Disease Prevention Program, congressional inquiries, legal discoveries and other record requests (e.g., training, personnel, exposure, project, incident reports, and visitor's logs).
- h. At the completion of the Contract, the Contractor shall ensure all Federal records are transferred to the DOE in accordance with this section.

C.4.4.9 REAL PROPERTY

The Contractor shall, in accordance with Section H clause, *Real Property Asset Management*, comply with DOE Order 430.1, *Real Property Asset Management*, managing real property in a safe, secure, cost-effective, and sustainable manner. The Contractor shall input and maintain all data required to be included in the Facility Information Management System. (FIMS). This also includes providing reliable FIMS information that is current, complete, and accurate on real property holdings, enabling informed decision making in the planning, budgeting, operation, maintenance, and disposal of real property. The Contractor shall coordinate with the TAC per the Section J, Attachment J-10, "Interface Requirements Matrix".

In accordance with DOE Order 430.1, *Real Property Asset Management*, real property assets must be sustained by maintenance, repair, and renovation activities to ensure: mission readiness; operational safety; worker health, environmental protection and compliance; security; and property preservation to cost-effectively meet program missions.

C.4.4.10 PERSONAL PROPERTY

The Contractor shall manage all personal property assigned/Government Furnished Equipment (GFE) in accordance with 41 CFR 109, 41 CFR 102 and FAR 52.245-1. The Contractor shall also routinely provide data to maintain the Property Information Database System (PIDS).

The replacement of Government Furnished Property for which title shall pass to and vest in the Government shall be the responsibility of the Contractor. The Contractor shall assume the risk of any loss, damage, or destruction of Government Furnished Property in accordance with FAR 52.245-1, *Government Property*. The Contractor shall coordinate with TAC per the Section J, Attachment J-10, "Interface Requirements Matrix".

C.4.4.11 SAFETY CULTURE

The Contractor shall:

- a. Adopt and continuously improve organizational culture, Safety Culture, and Safety Conscious Work Environment, including implementation and utilization of programs/processes that support employees raising concerns without fear of retaliation. These programs/processes include, but are not limited to, the Employee Concern Program; the Differing Professional Opinions Process; Ethics and Compliance Program/Process; and Alternative Dispute Resolution.

- b. Continuously promote a work environment where employees are encouraged to raise concerns. The Contractor shall define expectations, rigorously reinforce those expectations, and take actions to mitigate the potential for a chilling effect.
- c. Conduct business in a manner fully transparent to DOE. Activities are demonstrated by open, clear, and well-communicated management actions and technical and project documentation. Identified issues and trends are proactively shared with DOE.
- d. Champion a culture that promotes proactive self-identification and reporting of issues that identifies and takes action on systemic weaknesses leading to sustained continuous self-improvement.
- e. Champion a culture that emphasizes the following safety culture attributes:
 - (1) Demonstrated safety leadership
 - (2) Risk-informed, conservative decision making
 - (3) Management engagement and time in the field
 - (4) Staff recruitment, selection, retention, and development
 - (5) Open communication and fostering an environment free from retribution
 - (6) Clear expectation and accountability
 - (7) Personal commitment to everyone’s safety
 - (8) Teamwork and mutual respect
 - (9) Participation in work planning and improvement
 - (10) Mindfulness of hazards and controls
 - (11) Credibility, trust, and reporting errors and problems
 - (12) Effective resolution of reported problems
 - (13) Performance monitoring through multiple means
 - (14) Use of operations experience
 - (15) Questioning attitude.
- f. Participate in all Safety Culture Workforce Surveys as requested by DOE.
- g. The Contractor shall develop, submit, and implement a DOE Employee Concerns Program meeting the requirements of DOE O 442.1, *Department of Energy Employee Concerns Program*.
- h. The Contractor shall prepare and submit to DOE quarterly and annual Employee Concerns Status Reports for lessons learned and identification of possible adverse trends.

C.4.4.12 INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES

The Contractor shall maintain a fleet management program for the Moab Site that complies with Section H clause, DOE-H-2072, Use of Government Vehicles by Contractor Employees. The Contractor shall manage the fleet of the Government-owned and/or the Contractor’s GSA-leased motor vehicles, to include, but not limited to, scheduling vehicle repair and modification services as required; performing record keeping; managing vehicle assignments; and ensuring vehicle utilization. For Government-owned motor vehicles, see Moab, UT Equipment list and Crescent Junction, UT Equipment list in Section J, Attachment J-X.

C.4.4.13 CONDUCT OF OPERATIONS

The Contractor shall:

- a. Establish a Conduct of Operations (CONOPS) Program using the graded approach to CONOPS requirements and attributes identified in DOE O 422.1, Conduct of Operations.
- b. Define graded approach for causal analysis and corrective actions for High, Low, and Informational Level reports, as required by DOE O 232.2, Occurrence Reporting and Processing of Operations Information, in the QAP.
- c. Develop and submit for DOE approval a Conduct of Operations Matrix per DOE O 422.1

The CONOPS Program shall include the Contractor's implementing process or procedure for activity level work planning and control that achieves the following goals:

- a. Applies to all facilities and is not limited to nuclear facilities and activities.
- b. Protects the worker, the public, and the environment by scoping, planning, scheduling, and preparing in a manner that results in the safe execution of work.
- c. Mitigates or eliminates the hazards associated with the work.
- d. Identifies the impact of work to the facility and work groups, and plan, control, and execute the work without incurring unanticipated issues resulting from the work.
- e. Maximizes efficiency and effectiveness of Moab Project personnel and material resources.
- f. Maximizes availability and reliability of facility equipment and systems.
- g. Maximizes continuous feedback and improvement, including worker feedback mechanisms.

C.05 SITE RESTORATION AND CLOSURE

Upon the completion of removal of the tailings pile and under-pile contamination per Section C.4.2.1. the Contractor shall:

- a. Complete the characterization of the sub-pile (i.e. any contamination beyond 2' depth) and the off-pile areas at Moab and outside of the disposal cell boundaries at Crescent Junction.
- b. Excavate and dispose the RRM in the sub-pile and in the off-pile areas of the Moab site, in order to meet the remediation standards of 40 CFR 192, Subpart A and the RAP. The sub-pile is estimated to be 2 feet below the floor (defined by the interface of the lower section of the tailings and upper section of the native undisturbed stratigraphy), and are the tailings that meet 5 or 15 pCi/g as defined in 40 CFR 192, Subpart A.
- c. Verify the soil cleanup standards in 40 CFR 192 have been met. The Contractor shall:
 - (1) Support independent verification by TAC and/or other outside entity of soil remediation;

- (2) Support TAC completion report preparation for each off-pile area to DOE within 60 days after verification sampling is completed;
 - (3) Provide information and data to the TAC to apply “supplemental standards” (40 CFR 192.21) when necessary (e.g., to off-pile area). Such supplemental standards applications shall be approved by DOE and applied accordingly by the Contractor.
- d. Removal and disposition of all site structures, including but not limited to the Atlas building, maintenance facilities, lidding/de-lidding building, decontamination pad, office and other trailers, roadways and parking lots fences, guard kiosks, and utilities. Disposition may include placement in the disposal facility or free-release as appropriate and practicable.
 - e. Disposition of all equipment, including but not limited to gantry cranes, reach-stackers, containers, trucks, graders, and tracked machinery. Disposition may include placement in the disposal facility or free-release as appropriate and practicable.
 - f. Disposition of all office furniture and equipment, instruments, radios, and supplies. Disposition may include placement in the disposal facility or free-release as appropriate and practicable.
 - g. Complete the construction of the Crescent Junction disposal facility final cover.
 - h. Complete the final grading of the Moab and Crescent Junction sites including the Moab Wash and the Wedge and run-off structures at Crescent Junction.
 - i. Dispose of all non-RRM materials and waste, including but not limited to the Fernald rail located at Crescent Junction.
 - j. Complete revegetation of the pile area at Moab and the Crescent Junction site and coordinate and support TAC revegetation actions.
 - k. Removal and disposition of rail sidings at Moab and Crescent Junction.
 - l. Develop and implement Final Status Survey Plans for Moab and Crescent Junction and coordinate with the TAC for final Independent Verification.
 - m. Complete all final closure reports and documentation.
 - n. Support transfer of specific operations to the Office of Legacy Management.
 - o. Support the transfer of property to an entity to be determined by DOE.

C.06 VICINITY PROPERTIES

Vicinity Properties (VPs) are separate from the former Atlas mill processing site (Moab Site) or the Crescent Junction disposal site and are located in the local Moab community. VPs became contaminated when RRM, originating from the former mill site, was placed/transported to these properties through past activities.

There is one currently known VP for the Moab Project with contamination requiring remediation. Materials identified at the VP site requiring remediation is limited to soils and debris Other contaminated

materials were removed previously. The Contractor shall remove these contaminated materials, approximately 25 cubic yards, and transport them to the Moab site for management with the RRM onsite.

C.07 CONTRACT TRANSITION

The Contractor shall provide a safe, effective, and efficient transfer of responsibility for execution of the Contract that maintains continuity of operations and avoids or minimizes disruptions, which could affect accomplishment of the mission.

The main goal of the transition process is to ensure a full understanding of the terms and conditions of the Contract by the Contractor and that the Contractor can demonstrate readiness to assume responsibility seamlessly prior to assumption of full responsibility for Contract execution. The Transition period shall be 60 calendar days.

The Contractor shall perform all activities to support transition, including but not limited to, system walk-downs; procurement; review and acceptance of programmatic and operational documents and procedures; and shall verify the successful completion of transition requirements and Deliverables as listed in Section J-X prior to the end of Transition. To ensure continuity of operations, the Contractor shall adopt, as applicable, the incumbent contractors' plans and implementing procedures, manuals and associated training/qualification curriculum at the effective date of the transition task order, provided the Contractor has formally reviewed the documents to ensure compliance with contract requirements, current regulatory requirements, DOE Orders and directives, and the Contractors' organizational roles and responsibilities. The Contractor shall revise plans and implementing procedures, manuals and operator aids, and associated training/qualification curriculum it deems necessary to accommodate its technical approach, provided the documents remain in compliance with DOE requirements, and shall maintain its plans, procedures, programs, etc. in accordance with this PWS. The Contractor shall provide written notification to the CO of its intent to adopt existing programs and/or procedures prior to the end of contract transition.

The Contractor shall perform a due diligence review of the systems and environmental conditions within its assigned area of responsibility. The Contractor shall provide a written declaration of its formal acceptance of responsibility for the assigned scope, systems, and environmental/regulatory conditions.

The Contractor shall mobilize its Transition Management Team to the site no later than 7 days after the Task Order award. The objective of the Transition period is to establish safety, operations, business, and human resources management that will enable the Contractor to deliver requirements on time and within established funding. At a minimum, the Contractor shall complete the following within the Transition period:

- a. Transition responsibility for all facilities, facility operations, and environmental permits;
- b. Perform due diligence walk downs and assessments of facilities and other areas;
- c. Modify, with DOE approval (as required), incumbent Contractor's plans and implementing procedures, manuals, and other documents, as well as associated training/qualification curriculum;
- d. Hire and train all required staff;
- e. Establish procurement processes; and

- f. Perform other actions necessary to enable formal acceptance of responsibility for the approved task order scope within 60 days after award of the TO.

Within 72 hours following the award of the TO, the Contractor shall release on its own website a brief Executive Summary of its offer including the following elements (this posting is not subject to the routine DOE Public Release approval requirement):

- a. Name of Contractor, including the identification of teaming partners and subcontractors and a description of the experience that each party brings to the project;
- b. Summary/description of Contractor’s technical approach;
- c. Organizational structure and identification of Key Personnel;
- d. Contractor performance commitments;
- e. Commitments to the community; and
- f. Brief overview of Contractor’s work on similar projects.

The Contractor shall submit a Transition Plan for DOE approval no later than seven (7) days after award of the Contract Transition Task Order. The Transition Plan describes the Contractor’s process for conducting an orderly transition and minimizing any adverse impacts on continuity of operations. The plan shall include a schedule with defined milestones, milestone risks and the proposed approach to minimize the identified risks. The Transition Plan shall include a schedule and description of the activities necessary to transition the work from the incumbent contractor in a manner that:

- a. Ensures all work which the new contractor shall be responsible for under the contract is continued without disruption
- b. Provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent contractor
- c. Provides for the ability of the new contractor to perform the work in an efficient, effective, and safe manner.

The Transition Plan shall address the transfer of Government property currently assigned to the incumbent contractor to the new contractor during the transition period including Government furnished and contractor-acquired property (i.e. materials) and associated records.

The Transition Plan shall address coordination with other site entities and ensure continuation of services by the new contractor. The Contractor is responsible for performing due diligence to ensure that all activities, deliverables, and actions to be completed by the end of the transition identified in the PWS are included in the Transition Plan.

The Contractor’s Transition Plan shall include a description of the Contractor’s implementation of human resource management consistent with Workforce Transition and Contractor Human Resources Management requirements as described in Section H, including:

- a. Expected workforce composition demonstrating understanding of the preference in hiring requirements in Section H; and

- b. Description of processes for handling labor standards determinations for work packages.

The Contractor shall submit a Graded Approach for Implementation of Contract Requirements Plan for DOE approval to streamline processes, apply a graded approach, and identify efficiencies and performance improvements (e.g., DOE directives, regulations, and others) that are critical to accomplishing the mission. The plan shall include a review and recommendations of changes to the current standards and implementing procedures for the elimination of requirements and/or streamline of processes. The Contractor shall interface with the other site Contractors on proposed changes, as necessary.