

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 43	
2. CONTRACT (Proc. Inst. Ident.) NO. DE-EM0002882/0515/13/306861				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 13EM003164	
5. ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202		CODE 03001		6. ADMINISTERED BY (If other than Item 5) EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202		CODE 03001	

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) See Schedule		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
		9. DISCOUNT FOR PROMPT PAYMENT NET 30	
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	

CODE		FACILITY CODE	
11. SHIP TO/MARK FOR EMCBC US Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202		CODE 03001	
		12. PAYMENT WILL BE MADE BY OR for EMCBC U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 5777 Oak Ridge TN 37831	

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (a) () <input checked="" type="checkbox"/> 41 U.S.C. 253 (c) (5)		14. ACCOUNTING AND APPROPRIATION DATA	
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					\$4,400,000
15G. TOTAL AMOUNT OF CONTRACT					\$2,477,116.00

16. TABLE OF CONTENTS					
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	1	X	I
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	4	X	J
X	D	PACKAGING AND MARKING	9	PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	10	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
X	F	DELIVERIES OR PERFORMANCE	13		
X	G	CONTRACT ADMINISTRATION DATA	15		
X	H	SPECIAL CONTRACT REQUIREMENTS	21	L	INSTRS., CONDS., AND NOTICES TO OFFERORS
				M	EVALUATION FACTORS FOR AWARD

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE			
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER Matthew R. Carpenter	
19B. NAME OF CONTRACTOR A		20B. UNITED STATES OF AMERICA	
BY [Signature] 9/30/2013		BY [Signature] 09/18/2013	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0002882/0515/13/306861

PAGE OF
2 43

NAME OF OFFEROR OR CONTRACTOR

See Schedule

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: 38-2100303 DUNS Number: 040573966 Small Business Administration 040573966 CTI AND ASSOCIATES, INC. Attn: Chris Winkeljohn 51331 W. PONTIAC TRAIL WIXOM MI 483932046 2487705790 Delivery: 1 Days After Award Mark For: EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202 Fund: 00911 Appr Year: 2013 Allottee: 33 Report Entity: 490800 Object Class: 25233 Program: 1721310 Project: 0000000 WFO: 4900194 Local Use: 0000000 FOB: Destination Period of Performance: 10/01/2013 to 09/30/2016				
00001	LASO Airport Landfill CID: EM0002882 (New) IEWO M3NA70068 Labor Amount: \$16,000 Line item value is:: \$1,940,787.00 Incrementally Funded Amount: \$16,000.00				1,940,787.00
00002	LASO Airport Landfill CID: EM0002882 (New) IEWO M3NA70068 Materials: Amount: \$4,000 Line item value is:: \$536,329.00 Incrementally Funded Amount: \$4,000.00				536,329.00

SECTION B - SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT

This is a Time and Materials (T&M), *Firm-Fixed Price*, and *Firm-Fixed Unit Rate Contract* with a three (3) year performance period. *CLIN 0001 and CLIN 0002 are Time and Materials, CLIN 0003 is Firm-Fixed Price and CLIN 0004 is Firm-Fixed Unit Rate.* The contract applies performance-based contracting approaches and expects the Contractor to implement techniques that emphasize safe, efficient and measurable results.

B.2 ITEMS BEING ACQUIRED

The Contractor shall be responsible for planning, managing, integrating, and executing the work and will otherwise do all things necessary for, or incidental to, providing the requirements as described in Section C, Performance Work Statement (PWS). The following Contract Line Item Numbers (CLINs) have been established for this contract:

CLIN			Not To Exceed Amount (NTE)*	
CLIN 0001: Labor			\$1,543,209.75	
CLIN 0002: Other Direct Costs			\$ 615,646.44	
CLIN 0003: Construction			\$2,010,508.49	
CLIN 0004: Soil	<i>Type</i>	<i>NTE Quantity</i>	<i>Rate</i>	<i>Total</i>
	<i>Crushed Aggregate</i>	56 tons	\$28.83	\$1,614.69
	<i>Drainage Channel Material</i>	456 tons	\$32.27	\$14,713.47
	<i>Gravel Soil Mixture</i>	6670 tons	\$28.49	\$190,031.85
	<i>Base Course Materials</i>	1105 tons	\$21.97	\$24,275.31

* See Attachment A for Fully Burdened Labor Rates/Hours

B.3 Other Direct Costs

Other Direct Costs (ODCs) include supplies and services provided by the contractor in support of this contract, travel, and the New Mexico Gross Receipts Tax (NMGR). ODCs shall be on a direct reimbursable basis at the contractor's actual cost. All ODCs shall be approved by the Contracting Officer Representative (COR) in advance of the cost being accrued or incurred by the

Contractor. Travel costs will be reimbursed at the Joint Travel Regulations (JTR) rates. ODCs shall be provided for as approved.

B.4 OBLIGATION OF FUNDS

The total obligated amount is \$1,016,558.43 for CLIN 0001 and \$615,646.44 for CLIN 0002 and \$2,100,000 for CLIN 0003 and CLIN 0004. The total available funding under this contract is \$1,016,558.43 for CLIN 0001; \$ 615,646.44 for CLIN 0002 and \$2,100,000 for CLIN 0003 and 0004. These totals are available for payment of services provided from the effective date of this Contract through 9/30/2016. The Government is not obligated to reimburse the Contractor for any expenses incurred that are in excess of the total obligated funding, in accordance with FAR Clause 52.232-22 "Limitation of Funds" in Section I.

SECTION C - PERFORMANCE WORK STATEMENT

Part I

C.1 BACKGROUND

The Los Alamos Airport Landfill consists of two inactive solid waste disposal sites [the airport landfill, SWMU 73-001(a) and the debris disposal area (DDA), SWMU 73-001(d)] are located at the Los Alamos County Airport. In late 2006 and early 2007, the Final Remedy landfill cover system was installed at the airport landfill. The Final Remedy design and completion activities for the airport landfill and the DDA are provided in the *Remedy Completion Report DOE LASO TA-73 Airport Landfill SWMUs 73-001(a) and 73-001(d) April 2007*. As a condition of the remedy approval, NMED required post closure care and monitoring of these two inactive solid waste disposal sites, with annual reports of the results from this activity.

The airport landfill operated from 1943 to 1973 for the disposal of solid waste consisting of household trash from the Los Alamos townsite and office trash from Los Alamos Scientific Laboratory. Before 1965, some of the waste was incinerated and subsequently buried in the airport landfill. Approximately 489,500 cubic yards of waste was disposed of in the landfill. The Main Landfill continued to receive waste until June 1973. From 1984 to 1986, wastes were excavated from the westerly portion of the Landfill and placed in the Debris Disposal Area. The excavations were backfilled in preparation for construction of airport hangars and tie-down areas (LANL, 1998).

From 1984 to 1986, approximately 126,000 cubic yards of burned debris was excavated from the western end of the airport landfill and reburied in a pair of parallel trenches at the DDA. In late 2006 and early 2007, the final remedy landfill cover system was installed at the airport landfill. The final remedy design and completion activities for the landfill and the DDA are provided in the "Remedy Completion Report, DOE LASO TA-73 Airport Landfill, SWMUs 73-001(a) and 73-001(d)" (North Wind Inc. 2007, 096333). Approximately 50,000 cubic yards of waste was relocated within the SWMU boundary during the 2006 final remedy construction activities. With the exception of a single container of Freon-113 uncovered and subsequently managed off-site, no other hazardous or radioactive materials were discovered. After waste relocation, compaction, and regrading were conducted, the following features were installed for the airport landfill cover:

- Approximately 6 acres of MatCon (Modified Asphalt Technology for Waste Containment) asphalt pavement
- Five concrete hangar pads within the MatCon pavement area
- A landfill-gas collection system
- Two rock retaining walls

- A concrete retaining wall
- Turf reinforcement matting (TRM)
- Revegetation of approximately 4 acres with native grasses
- A stormwater collection system consisting of five trench drains, seven drain inlets, approximately 1950 ft of associated buried concrete storm-sewer lines, an 18-in.-diameter high-density polyethylene outfall pipe approximately 110 ft in length, and three riprap drainage channels

Post-closure care and monitoring activities were not conducted in 2007 or 2008. The first formal inspection of the airport landfill was conducted in July 2009. Inspection activities were conducted as part of post-closure and care and monitoring requirements required under 40 Code of Regulations 265.310 for Resource Conservation and Recovery Act (RCRA) Subtitle C landfill facilities. The inspection focused on the individual elements of the landfill cover including: the MatCon pavement area and hangar pads, vegetated areas, rip rap drainage channels, concrete and rock retaining walls, the storm water collection system, and all temporary erosion control features. Inspection activities and findings were documented in an inspection report to be submitted to NMED.

Several erosion control modifications and storm water enhancements were made in late 2009 and the spring of 2010; however, noticeable settlement directly impacting hangar pads was not addressed. Settlement in excess of 2-ft in areas has been measured to date.

Although the land and hangar pads have been under Los Alamos County ownership and management since the 2007 land transfer, the County has been reluctant to build hangars on the pads due to the excessive differential settlement.

In 2009 and 2010, erosion features (rills and small gullies) and subsidence associated with storm water runoff from the paved areas above the vegetated slopes was repaired. In addition, the curb along the taxiway was repaired and extended to redirect stormwater away from the main vegetated slope. These repairs and enhancements are detailed in the “Final Construction Report for Los Alamos Airport Landfill TA-73, SWMU 73-001(a) Cover Improvements, Los Alamos, New Mexico.”

The New Mexico Environment Department’s (NMED’s) approval with modifications for the remedy completion report requires monitoring of the stormwater runoff from the site (NMED 2007, 098285).

There were a number of deficiencies noted in the existing cover system such as excessive settlement, cracking in the asphalt pavement, concrete hangar pads, and concrete drainage collection structures. The cover system was designed to be relatively impermeable. These significant preferential flow paths that result from these noted surface flaws adversely affect the ability of the cover to prevent the migration of water into the underlying waste. Continued differential settlement in the landfill is the cause of much of the surface flaws noted. Methane production may be increasing as well.

The tasks shown below are part of a feasibility study and will provide needed information for the final design of the new cover at the LA County Airport Landfill.

C.2 SCOPE OF WORK

C.2.1 Task I

- A. Communication
 - a. teleconferences/meetings with DOE
 - b. teleconferences/meetings with other
- B. Assess changed conditions from the time of closure to present.
 - a. Quantify (where possible) changes to the landfill closure that have occurred since its installation. Of particular concern, are features and issues that compromise the integrity of the landfill closure to fully address the applicable regulations and intent of the final closure.
 - b. Identify issues with surface water management controls
 - c. Survey - topographic with reference point (refer to Corp survey)
- C. Establish Design Criteria
- D. Identify Data gaps -- evaluate existing data, reports, and other information that may describe this data gap.
- E. Provide preliminary conceptual design
 - a. Identify quantity and quality of soil required
 - b. Identify what to do with construction debris from existing closure (concrete, asphalt, etc)
 - c. Identify potential modification required to surface water controls.
- F. Install permanent erosion control measures at the Northern slope of the Los Alamos County Airport Landfill
- G. Provide maintenance activities at the Los Alamos Airport Landfill as needed.

C.2.2 Task II

- A. Communication
 - a. Teleconferences/meetings with DOE
 - b. Teleconferences/meetings with other
- B. Assess the depth and condition of waste (dry or wet, degraded or not degraded approximate percentage of waste to soil and type of waste). Suggested approach.
 - a. Methane – evaluate whether methane production is increasing and where. Using LANL's Quarterlies.
 - b. Establish a grid (a 100-ft grid would equate to about 30 drilled locations) within the footprint of the landfill. (if data gap not resolved)
 - c. Drill through the MATCON surface into the underlying material to the base of waste. (if data gap not resolved)

- d. Assess the depth and condition of waste (dry or wet, degraded or not degraded approximate percentage of waste to soil and type of waste) at each drilled location. (if data gap not resolved)
- C. Assess slope stability issues (if any) along northern perimeter.

C.2.3 Task III

- A. Perform a borrow soil investigation.
 - a. Investigate potential sources for cover soil;
 - b. Determine potential quantity of soil required;
 - c. Determine quantity of available soil from borrow source(s);
 - d. Measure soil strength and/or hydraulic properties for use as a cover soil;
 - e. Evaluate the quality of the soil based on its measured properties and its water holding capacity;
 - f. Evaluate the erosion resistance of soil and if rock admixture is required;
 - g. If admixture is required, determine source for rock and quality of rock;
 - h. If admixture is required, determine size and volume of rock required.
 - i. Potential amendment of soil for vegetation
 - j. Assess soil fertility and salt conditions

C.2.4 Task IV

- A. Provide final cover design (30% Design phase, 60% design phase and 90% design phase with final incorporating edits/changes from 90%) based on findings in Tasks I to V. Includes drawings, specifications, revegetation, CQAP, Construction Implementation Plan, Schedule, Monitoring and Operations Plan, and Construction Estimate.
- B. Provide final surface water management controls design (30% Design phase, 60% design phase and 90% design phase with final incorporating edits/changes from 90%) based on findings in Tasks I to V.

C.2.5 Task V

- A. The Contractor is responsible for completing all necessary permits and site-specific plans and forms

C.2.6 Task VI

- A. Provide construction engineering support and quality assurance during installation of new final cover system, erosion and surface water management controls.

C.3 DELIVERABLES

Each report will be provided once all the required actions for each associated task are completed.

Task	Deliverable
I	Changed Conditions Report with Survey
I	Design Criteria Report
I	Data Gaps Report
I	Conceptual Design
II	Assessed Conditions Report
II	Analysis Report
III	Borrow Report with Soil Lab Results
IV	Design
V	Safety and permit requirements
VI	Construction oversight and QA
VII	Design Review & Contingency

Part II – Construction for Airport Landfill Cover

C.4 INTRODUCTION

The Department of Energy (DOE), Environmental Management Los Alamos Field Office (EM-LA) establishes the direction for the Contractor to provide the removal of the existing MatCon cover and construction of an Evapotranspiration (ET) Cover at the Los Alamos County (LAC) Landfill. The Contractor must have in place the necessary management and administrative infrastructure to complete all technical objectives, as well as successfully interface with EM-LA. The Contractor shall perform all work in accordance with the contractual requirements, as well as New Mexico State Environmental Department (NMED), DOE, and other specified policies, directives, and laws.

The Contractor shall comply with all applicable laws, DOE Orders, Price Anderson Amendments Act, OSHA, and other relevant requirements in the performance of the following construction project.

C.5 BACKGROUND

The Environmental Management (EM) mission at Los Alamos is to reduce or eliminate potential health risks to the public, workers, and the environment associated with historic

activities conducted at Los Alamos National Laboratory (LANL). This risk reduction is accomplished through natural and cultural resource protection, pollution prevention, deployment of risk/cost effective measures for transuranic (TRU) and legacy waste disposition, and environmental remediation.

This Voluntary Corrective Measure (VCM) represents work associated with the closure of a former municipal waste landfill operated at the LAC Airport and is designed to lead to final remedy for the associated Solid Waste Management Units (SWMUs), previously referred to as Potential Release Sites (PRSs).

Site Description

The LAC airport is situated on one of the narrow mesas of the Pajarito Plateau which flank the eastern edge of the Jemez Mountains. The airport covers approximately 89 acres. Ground elevations range from approximately 7170 ft. above mean sea level (MSL) on the western end of the airport to approximately 7050 ft. on the eastern end. The runway grade is approximately 1.5 degrees toward the east. The airport is bounded on the north and east by steep slopes of the Pueblo Canyon. New Mexico State Road 502 trends along the south side of the property. Single unit housing is located west of the airport.

The Los Alamos County Airport Landfill, formerly known as SWMUs 73-001(a)-99 Airport Landfill (main landfill), is an inactive SWMU and is listed in Table A within Module VIII of the Laboratory's Hazardous Waste Facility Permit (LANL 1996, 57486. 1). The landfill area is located on Los Alamos County property, immediately north of the Los Alamos County Airport runway, between the runway and the edge of the mesa.

The DOE has formally notified the NMED that it intends to replace the existing final cover system on the LAC Airport Landfill in lieu of installing an active gas collection system. The existing landfill cover is not performing as intended. Due to degradation, the cover system is no longer able to effectively serve as a foundation for the airport hangars planned for installation on the concrete hangar pads. Converting the methane collection system from a full passive system to a partial active system will not correct the cover deficiencies.

The existing cover is composed of five reinforced concrete pads, surrounded by an asphaltic MatCon surface underlain by base coarse containing a gas collection system. The MatCon asphalt cover surface and reinforced concrete pads will be removed. This work will be Firm-Fixed-Price, with the exception of soil which will be on a Fixed-Unit-Rate basis. Borrow soil will be made available through LANL.

C.6 SCOPE

The contractor shall replace the MatCon cover with a monolithic soil cover referred to as an Evapotranspiration (ET) Cover. This ET Cover will meet the requirements of the final

cover system for the site as described in 40 CFR 264, Subpart N and the final design that is included in Attachment A.

The scope for this proposed construction work includes:

- Preparation of a SWPPP, Traffic Control Plan, Dust Control Plan, Contractor HASP
- Mobilization
- Excavation and relocation of waste onto landfill
- Demolition and removal of asphalt
- Demolition and removal of concrete hangar pads and culvert
- Removal of drainage piping within landfill footprint
- Recycle of asphalt and concrete waste
- Disposal of any construction waste and or any NM Special Waste to an appropriately permitted waste site
- Backfill of waste removal area
- Placement of vertical liner between landfill and backfilled waste removal area
- Regrade landfill subgrade, prepare, compact
- Regrade subgrade for drainage channels, prepare and compact
- Haul cover soil
- Mix, place, compact bottom foot of cover soil profile
- Place, compact two lifts of middle cover soil profile
- Haul rock for cover top layer
- Mix, place top cover layer composed of soil/rock admixture
- Prepare subgrade for new hangar pad and box culvert
- Form, place rebar, pour, finish concrete hangar pad and box culvert
- Prepare subgrade for asphalt

- Place new, repair existing asphalt surface
- Seed cover
- Place erosion matting
- Demobilize
- Final inspections / reporting
- Removal of the off-gas collection system
- Obtain all necessary Permits (FAA and Construction)
- Construction oversight of all subcontractors; and
- Preparation of a completion report that includes as-built drawings
- Adjust the design for the hangar pad to reduce the number of footings and move the placement of the pad 15-feet to the south.
- Construct a concrete box culvert; repair the gully erosion formed due to the degradation of the MatCon Asphalt; remove the rip rap and repair the channel to allow for proper drainage; and repave asphalt section area above where the waste was found near the Los Alamos County hangar parking area along the north perimeter of the existing asphalt.

Concrete Box Culvert

The Contractor shall construct a 100 foot long x 24 inches deep x 10 inches wide Concrete box culvert to be located south of the proposed new concrete hangar pad. The 100 long x 24 deep x 10 wide was inadvertently left out of the construction work at the landfill at the time of award. It was left out because it is in the portion of the Landfill that did not contain waste, therefore did not need to be removed (included). The Contractor has already prepared the culvert for receiving concrete by the installation of reinforcing steel. The culvert is ready to be sealed using approximately 7 Cubic Yards of 4000 PSI $\frac{3}{4}$ " Class AA 6.5% AE concrete. The Contractor shall broom finish the concrete. No testing of concrete is required. On the north side of the culvert (between the culvert and the excavation), the Contractor shall secure the bulkhead using acceptable materials.

Gully Erosion

The Contractor shall repair the gully erosion formed due to the degradation of the MatCon

Asphalt. The gully is located at the middle of the North Slope of the Resource Conservation and Recovery Act (RCRA) cover. This area is approximately 50 feet and varies in depth from 1 to 3 feet in some areas. The Contractor shall fill the gully with

approved cover soil and replace the control matting and seed the area. The Contractor shall complete minimal compaction.

East Riprap Lined Channel

The riprap at the east of the landfill was damaged during the construction of the erosion control in November 2014. There is ponding in a 50' long section of the existing riprap. The Contractor shall remove the rip rap and repair the channel to allow for drainage to flow freely without any ponding. The Contractor shall replace the liner and geotextile. The Contractor shall weld the new liner to the existing liner. The geotextile can be overlapped per the manufacturer's recommendation. The Contractor shall test the ditch needs to ensure that the water flows freely with no ponding. A water test or a final survey done with maximum 5 foot intervals down the centerline on liner prior to riprap placement. The riprap needs to be carefully replaced. If there is any area damaged during the work, the Contractor shall ensure it is repaired and reseeded. Any seeding needs to match the specs for the landfill cover.

Repaving Asphalt

During Construction Activities waste was found beneath the Los Alamos County hangar parking area. DOE has decided to repave the area above where the waste was found. The Contractor shall add a repaving of 15ft x 80ft asphalt section along the north perimeter of the existing asphalt. It is imperative that the area that includes the long crack in the pavement be repaved. The Contractor shall remove the existing asphalt and then excavate and re-grade the subgrade and compact to minimum 95% of maximum dry density per ASTM D698 and dry of optimum moisture content. The Contractor shall place and compact 8 inches of base course per Specification 02200 Earthwork and Place and compact hot mix asphalt per Specification 02511 and detail 5 on DWG 3002. The asphalt shall slope from the existing asphalt surface toward the northern soil surface at a grade to match the slope of the concrete surface in the existing hangar facility. The Contractor shall match the new paving to the 40 feet of new asphalt and 40 feet of existing asphalt that will remain.

Helicopter Pad Floor Drain

The Contractor shall install a floor drain to 60-ft by 60-ft north end helicopter area of the new concrete hangar pad. Specifically, a 4-inch diameter floor drain located in the middle of this 60 ft. by 60 ft. area shall be placed in the concrete with a drain trap directly beneath it composed of Schedule 80, PVC. The floor drain line shall be Schedule 80, PVC, 4-inch diameter line running directly north where it shall be roughed in and capped approximately 10-ft north of the northern edge of the concrete hangar pad. The Contractor shall mark this location (since it will be below grade) for future use by the County.

Note: Long term monitoring & surveillance, and operational & maintenance costs will not be required in this contract.

Preparation of the design (Remedy Design Work Plan for EM-LA, TA-73 Airport Landfill) and supporting documents (Construction Drawings and Specifications, Design

Calculations, Design Health and Safety Plan, Construction Implementation Plan and Construction Quality Assurance Plan) for this project have been completed and govern the completion of this proposed construction project.

C.7 GENERAL REQUIREMENTS

The fieldwork in the vicinity of the landfill shall be constrained by Federal Aviation Administration (FAA) and LAC operational requirements and the project requirement that no interred waste be moved offsite.

In executing the work described in this Performance Work Statement (PWS), the contractor shall:

- Allow access to relevant records and/or personnel by DOE personnel in order to verify compliance with provisions of this contract.
- Protect DOE project information and data to prevent unauthorized use, destruction or loss. This includes project management data, site analysis data, as-built information and performance documentation.
- Follow DOE Data Quality Objectives (DQOs) and share data with EM-LA personnel as requested as a condition and deliverable in performance of the contract.
- Ensure that all OSHA H&S training, QA training, and any site-specific training are current and made available to EM-LA and or their agents.
- Submit all documents (e.g., records regardless of physical form) generated connection with work performed and according to the provisions of this contract to the EM-LA.
- Ensure contractor personnel meet personnel qualification requirements within the QA project-specific plan.

Environment, Safety, and Health

The contractor must:

- Support DOE's integrated safety management policy (ISM) and shall manage, implement, support and continuously improve an Environment, Safety and Health (ES&H) program that is compliant with all governing laws and DOE requirements.
- Strive to eliminate injuries and reduce adverse environmental and health impacts.
- Proactively conform to applicable regulations and conserve natural resources.

- Be responsive to the public's expectations for safety and for protection of the environment.
- Be familiar with and abide by health and safety regulations mandated by OSHA in 29 CFR 1910.120.
- Have a certified safety professional on site during construction activities.

Quality

In executing the work described in this SOW the contractor shall:

- Strictly adhere to all applicable DOE, regulatory and quality requirements.
- Have a Quality Assurance Program that meets the requirements the EM Quality Management Plan with associated implementing procedures which has been reviewed and approved in writing by the COR prior to the commencement of work.
- Notify contractors of the EH-Enforcement consequences as addressed in the Price Anderson Amendments Act "Enforcement of 10 CFR 830, Subpart A, Quality Assurance Requirements."
- Obtain prior written approval from the EM-LA COR for any deviations from technical requirements and Quality.
- Prepare or revise, as necessary, the appropriate QA procedures and SOPs for conduct of the work, before commencement of work.
- Develop, implement, and manage a Quality Management Plan consisting of two key elements: (1) a quality assurance component for formality of operations and assurance where appropriate, and a quality improvement component to facilitate customer satisfaction by enhancing work processes and continually improving on quality, cost, and cycle time in all operations; and provide (2) Quality control of all work adhering to the Work Plan and the Construction Quality Assurance Plan.
- Provide their Quality Assurance Program, fully compliant with 10 CFR 830, DOE Order 414.1, Quality Assurance Requirements, including the current revisions of all relevant implementing procedures to the Federal Project Director for review and approval prior to initiation of work.

C.8 APPLICABLE TECHNICAL DOCUMENTS

- Voluntary Corrective Measure Plan for Potential Release Sites 73-001(a)-99 and 73-001(b)-99, LA-UR-02-4433
- RFI Report for Potential Release Sites 73-001(a,b,c,d) and 73-004(d) (Airport Landfill Areas), LA-UR-98-3824
- RFI Work Plan for Operable unit 1071, LA-UR-92-810
- New Mexico Environment Department current Solid Waste Regulations
- New Mexico Environment Department Compliance Order, NMED 2005
- Work Plan for Replacement of the Los Alamos County Airport Landfill Cover System (Dwyer 2015).

C.9 DELIVERABLES

The Contractor shall provide:

- A detailed work schedule showing milestones and duration of performance based upon the date of notice to proceed. This schedule shall be reviewed and approved by the EM-LA.
- Daily progress reports and activity logs during the construction phase of the project to include photography and associated electronic files to document field activities and field conditions in sufficient quantity and orientation(s) to visually document field activities as they occur.
- Detailed supporting documents included with each invoice.
- A monthly Earned Value Report or equivalent shall be submitted to the EM-LA or before the 10th of each month and shall contain an explanation of cost and schedule variances and plans for recovery when such variances exceed established thresholds.
- Monthly status and invoice reports by the 16th of each month. Electronic copies are sufficient for EM-LA needs.
- Construction quality control documentation in accordance to the Construction Quality Assurance Plan (Dwyer 2015).

- As-built documentation to record changed field conditions, including engineering drawings and applicable maps.
- Other documentation as necessary or required by the quality, health and safety, and/or security programs, transportation work plan, under which the work is executed.
- Support of EM-LA in the development and integration of the Communication Plan as required.
- Final Construction Verification Report.

C.10 GOVERNMENT-FURNISHED PROPERTY, SERVICES/ITEMS

EM-LA shall provide a list and schedule for all government furnished services and items. EM-LA has cleared NEPA, biological resources, and cultural resources, EM-LA shall negotiate an access agreement with LA County covering any impact to LA County acreage from the proposed job site. EM-LA shall be responsible for clearing this work through LA County's PIIP (Public Information & Innovation Plan) process.

C.11 CONTRACTOR FURNISHED EQUIPMENT

The contractor shall provide all equipment necessary for the completion of this work. This material includes, but is not limited to, excavation and construction equipment and infrastructure, office space or required temporary field office facilities, field screening material, PPE, and other needed materials.

C.12 SITE ACCESS

The Contractor must meet the terms and conditions for site access, specified in the Construction Plan (Attachment B) of the Remedy Design Work Plan. The Construction Plan was developed with LAC before the plan was finalized to ensure interference with airport operations was minimized. In particular, Section 11.8 of the Construction Plan specifies requirements for Airport Coordination, while Section 11.9 of the Construction Plan specifies requirements for Construction Traffic Control.

SECTION D - PACKAGING AND MARKING

D.01 PACKAGING

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

D.02 MARKING

- (a) Each package, report or other deliverable shall be accompanied by a letter or other document which:
 - (1) Identifies the contract by number under which the item is being delivered.
 - (2) Identifies the deliverable Item Number or Report Requirement for each individual deliverable.
 - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer (CO), a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the COs.

SECTION E - INSPECTION AND ACCEPTANCE

E.01 FAR 52.246-6, INSPECTION – TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

(a) Definitions. As used in this clause— “Contractor’s managerial personnel” means any of the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

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

“Materials” includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the

Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

- (g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

- (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or
- (2) The conduct of one or more of the Contractor’s employees selected or retained by the Contractor after any of the Contractor’s managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor’s obligation to

correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

E.02 INSPECTION

Inspection of all work and effort under this contract shall be accomplished by the Contracting Officer (CO), Contracting Officer's Representatives (COR) or his/her duly authorized Government representative.

E.03 ACCEPTANCE

Acceptance of all work and effort under this contract shall be accomplished by the CO(s) or his/her duly authorized representatives.

E.05 52.246-12 INSPECTION OF CONSTRUCTION (AUG. 1996)

This clause applies to CLIN 003

(a) *Definition.* "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not --

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to

change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may --

(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

SECTION F - DELIVERIES OR PERFORMANCE

F.01 FAR 52.242-15, STOP-WORK ORDER (AUG 1989)

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

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.02 PERIOD OF PERFORMANCE

The contract period shall be for three (3) years from the contract start date as follows:

October 1, 2013 through September 30, 2016

F.03 PLACE OF PERFORMANCE

The services specified by this contract shall be performed at the following location(s): The Principle Place of Performance under this contract shall be at the Los Alamos Site Office in Los Alamos, NM

F.04 DELIVERABLES

The Contractor shall provide the deliverables specified in Section C of this contract in accordance with the schedule requirements specified.

SECTION G – CONTRACT ADMINISTRATION DATA

G.01 BILLING INSTRUCTIONS

Contractors should use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting reimbursement for work performed on cost-reimbursement type contracts. Vouchers shall be submitted for individual task orders and not for multiple task orders issued under this master contract if applicable.

Contractors should submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Submitting electronically provides benefits to vendors by:

- Reducing the cost of paper and postage
- Allowing supporting documentation to be attached and routed with the voucher to program and approving officials
- Immediately interfacing vouchers to DOE's accounting system saving several days of mail and manual processing time
- Decreasing potential errors caused by manual input
- Facilitating the prompt payment of vouchers

To obtain access to and to use VIPERS, please visit the web page at <https://vipers.oro.doe.gov>.

Detailed instructions on how to enroll and use the system are provided on the web page. Please do not send a paper copy of a voucher that has been submitted electronically.

The voucher must include a statement of cost and supporting documentation for services rendered under each item of work listed in Section B.01 of this master contract, if more than one of these items of work are contained in a single task order. This statement should include, as a minimum, a breakout by cost or price element of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.

(1) Statement of Cost.

The following instructions are provided for use by the Contractor in the preparation and submission of the Statement of Cost:

- (i) Statement of Cost must be completed in accordance with the

Contractor's cost accounting system.

(ii) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.

(iii) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.

(iv) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown and the DPLH Summary completed, if applicable.

(v) For all task orders issued under this master contract, the Contractor must prepare a Statement of Cost for each item of work listed in Section B.01 of this master contract, if more than one of these items of work are contained in a single task order, and a summary for the total invoiced cost for all items of work.

(2) Supporting Documentation.

(i) Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.) the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.

(ii) Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.

(iii) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.

(iv) All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

G.02 DEFECTIVE OR IMPROPER INVOICES

The name, title, phone number, e-mail, and complete mailing address of those officials of the business concern who are to be notified when the agencies receives a defective or improper invoice are as follows:

Name: Joey Brown

Title: Senior Vice President

Phone Number: 865.963.2118

E-mail: jbrown@cticompanies.com

Mailing Address: 51331 W. Pontiac Trail, Wixom, MI 48393

G.03 CONTRACT ADMINISTRATION

(a) The name and correspondence address of the Contracting Officer (CO) who will be responsible for the administration of the contract is:

DOE:

U.S. Department of Energy

Environmental Management – Los Alamos Field Office

Attn: Christopher Lockhart

3747 West Jemez Road

M/S A316

Los Alamos, NM 87544

Email: christopher.lockhart@em.doe.gov

Phone: (505) 206-2532

(b) The name and correspondence address of the Contracting Officer's Representative (COR) who will be responsible for providing technical direction to the Contractor in the overall performance of the master contract:

DOE:

Ramoncita Massey

Los Alamos Site Office

3747 West Jemez Road

TA-3, MS-A316

Los Alamos, NM 87544

Performance of the work under this contract shall be subject to the technical direction of the COR(s) in accordance with Section I, DEAR Clause 952.242-70, *Technical Direction*. Any change to the COR designated to the contract shall be

made administratively by letter from the Contracting Officer(s) or his/her designee consistent with DEAR Clause 952.242-70, *Technical Direction*.

G.04 CORRESPONDENCE PROCEDURES

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

- (a) Contract Correspondence. Any correspondence affecting the contract shall be addressed to the Contracting Officers identified in paragraph G.04 above.
- (b) Technical Correspondence. Technical correspondence, including all reports and deliverables, shall be addressed to the COR identified in paragraph G.04 above. Information copies of all technical correspondence shall be addressed to the CO.

G.05 CORRESPONDENCE, REPORTS, AND DELIVERABLES

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

- (a) The Contractor shall ensure that all correspondence, reports, and deliverables are as follows:

- (1) Legible and sequentially numbered under each task order; and
 - (2) Written in clear, concise English.

- (b) The Contractor shall prepare transmittals as follows:

- (1) Title page or cover sheet that identifies the contract and task order by number, author, deliverable(s), and date; and
 - (2) Text on standard 8 ½" x 11" letter size paper (one-way foldouts or larger sizes may be included with report text).

- (c) The Contractor shall submit correspondence, reports, and deliverables as follows:

- (1) All correspondence, deliverables, and reports shall be submitted in electronic format (i.e., searchable PDF and original soft copy) and in hard copy as required and/or requested;
 - (2) Electronically authorize/sign all correspondence, deliverables and reports; and
 - (3) All electronic files shall be editable and have all functions normally available in the software in which the data were originally generated. The

Contractor shall also provide a list of the electronic files that are being provided, along with a designation of the software used. In addition, the submission shall state which contract deliverable, when appropriate, is being met through submission of the correspondence. In the event the Contractor uses an internal proprietary software package, a copy of the software shall be provided to the agencies.

G.06 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES

DOE shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the agencies.

G.07 OBSERVANCE OF LEGAL HOLIDAYS

(a) The on-site Government personnel observe the following holidays:

New Year's Day
Martin Luther King, Jr.'s Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

G.08 CONTRACTOR'S POINT OF CONTACT

The Contractor shall identify to the Contracting Officers identified in Section G.04, *Contract Administration*, the Contractor official who has the authority responsibility for managing, administering, and negotiating changes to the terms and conditions of this contract, as well as executing contract modifications on

behalf of the Contractor.

G.09 DEFINITIONS

The following special definitions are applicable to this contract:

Contracting Officer - The person identified in Section G.04, *Contract Administration*, with the authority to enter into contracts as defined in FAR 2.101, who is assigned as responsible for this contract as a whole. This is the official that will award and administer the contract.

Contracting Officer's Representative (COR) – The Contracting Officer's designated representative identified in Section G.04, *Contract Administration*, whose responsibilities apply to the administration of this contract as a whole. The extent of the COR's authority is defined in DEAR Clause 952.242-70, *Technical Direction*.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.01 CONSECUTIVE NUMBERING

Due to automated procedures employed in formulating this document, clauses contained within it may not always be consecutively numbered.

H.02 MODIFICATION AUTHORITY

Notwithstanding any of the other clauses of this contract, the Contracting Officer is the only individual authorized to:

- (a) Accept nonconforming work,
- (b) Waive any requirement of this contract, or
- (c) Modify any term or condition of this contract.

H.03 RELEASE OF INFORMATION

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted at least ten (10) days prior to the planned issue date for approval. Proposed releases are to be submitted to Public Affairs Office, Department of Energy, Environmental Management, Consolidated Business Center, 250 East 5th Street, Suite 500, Cincinnati, OH 45202, with a copy provided to the Contracting Officer.

H.04 LOBBYING RESTRICTION (CONSOLIDATED APPROPRIATIONS ACT, 2012)

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

H.05 CONFIDENTIALITY OF INFORMATION

- (a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to DOE or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
- (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
- (3) Information which the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from DOE or other companies;
- (4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.

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

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

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

(e) This clause shall flow down to all subcontracts.

(f) All of the Contractor's personnel who are assigned to work on task orders that are issued under this contract shall complete and provide to the CO a Notice of Nondisclosure Form.

H.06 ACCESS TO DOE-OWNED OR LEASED FACILITIES

(a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge

that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access. The contract shall consider the following potential disqualifiers which are not all inclusive and may vary depending on access requirements:

- (1) is, or is suspected of being, a terrorist;
- (2) is the subject of an outstanding warrant;
- (3) has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
- (4) has presented false or forged identity source documents;
- (5) has been barred from Federal employment;
- (6) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
- (7) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

(b) The Contractor shall assure:

- (1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the DCO.
- (2) In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE -owned or leased facilities and (ii) provides additional information, requested by those DOE officials.

(c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. To obtain a security badge employees must be US Citizens. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any contractor claim against DOE.

(d) The Contractor shall return to the CO or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE -owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the

termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.

(e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE -owned or leased facilities.

H.07 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

H.08 CONSERVATION OF UTILITIES

The Contractor shall instruct its employees in utilities conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities.

The Contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas where lighting is essential for purpose of safety and security.

H.09 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES

DOE may award contracts for on-site work or services to additional contractors. The Contractor shall cooperate fully with all other on site DOE contractors, and with Government employees, and carefully fit its own work to such other work as may be directed by the CO or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by a Government employee.

H.10 INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following kinds and minimum amounts of insurance are required during the performance of this contract:

(a) Worker's Compensation and Employer's Liability Insurance:

- (1) The amount required by the state in which the work is being performed under applicable Worker's Compensation and occupational disease statutes.
- (2) Employer's liability insurance in the amount of \$100,000.

- (b) General Liability Insurance. Bodily liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability Insurance. Coverage shall be on the comprehensive form of policy. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- (d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

H.11 DISPUTES

In addition to any other clauses contained herein related to Alternate I of Section I, Clause 52.233-1, *Disputes*, any dispute between the Contractor and the Ordering Office shall be handled between the CO(s) identified in the task order and the Contractor.

H.12 ALTERNATE DISPUTE RESOLUTION (ADR)

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree that in the event of a dispute to jointly select a 'standing neutral.' The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.

(b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the Contractor:

- (1) DOE and the Contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such

disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.

(2) The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.

(c) If one party to this Contract requests the use of the process set forth in Paragraphs b(1) and b(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim they may proceed in accordance with Section I, FAR 52.233-1 Disputes or FAR 52.233-1 Disputes Alternate I.

H.13 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR

The Contractor's annual Online Representations and Certifications Application (ORCA) shall be hereby incorporated into the contract by reference.

H.14 CONTRACTOR EMPLOYEE TRAINING

The Contractor shall ensure that all employees that perform services under this contract attend mandatory DOE-provided security and/or safety training, as directed by the Contracting Officer's Representative or other duly authorized official (usually within 30 days of the first date of performance on this contract and as least once annually thereafter). The Contractor shall ensure that every employee expected to work on federal property is instructed to safely and competently perform the work.

H.15 SECTION 8(A) DIRECT AWARDS

This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and the Department of Energy (DOE). Although SBA is not identified in Section A (Standard Form 26), SBA remains the prime contractor for this contract. SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office for the 8(a) contractor is:

U.S. Small Business Administration

477 Michigan Avenue Suite 515, McNamara Building
Detroit, MI 48226
Phone: (313) 226-6075

DOE is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, DOE shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. DOE shall also coordinate with SBA prior to processing any novation agreement. DOE may assign contract administration functions to a contract administration office.

The contractor agrees:

(1) To notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership or control.

(2) To comply with FAR 52.219-14, "Limitations on Subcontracting."

H.16 REPORT AND APPROVAL REQUIREMENTS FOR CONFERENCE RELATED ACTIVITIES

The Contractor agrees that:

- a) The Contractor shall ensure that Contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the Contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.
- b) The definition of a conference is a meeting, retreat, seminar, symposium, or event that involves attendee travel. The term 'conference' also applies to training activities that are considered to be conferences under 5 C.F.R 410.404.
- c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:
 - 1) The Contractor provides funding to plan, promote, or implement an event, except in instances where a Contractor:

- i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual Contractor for a specific conference) or
 - ii) purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).
- 2) The Contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O Contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT Contractor were to host a general conference on cyber security).
- d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.
- e) The contractor will provide information on conferences they plan to sponsor with expected costs exceeding \$100,000 in the Department's Conference Management Tool, including:
 - 1) Conference title, description, and date
 - 2) Location and venue
 - 3) Description of any unusual expenses (e.g., promotional items)
 - 4) Description of contracting procedures used (e.g., competition for space/support)
 - 5) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibit fees)
 - 6) Number of attendees
- f) The Contractor will not expend funds on the proposed Contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the contracting officer.
- g) For DOE-sponsored conferences, the Contractor will not expend funds on the proposed conference until notified by the contracting officer.
 - 1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/ trademarks to promote a conference. Exceptions include instances where DOE:
 - i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual Contractor for a specific conference) or

- ii) purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or provide funding to the conference planners through Federal grants.
- 2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
- 3) The Contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.
- h) For non-Contractor sponsored conferences, the Contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:
 - 1) Track all conference expenses.
 - 2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the Contractor of \$100,000 or greater.
- i) Contractors are not required to enter information on non-sponsored conferences in DOE'S Conference Management Tool.
- j) Once funds have been expended on a non-sponsored conference, Contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a Contractor does so, its expenditures for the conference may be deemed unallowable.

SECTION I - CONTRACT CLAUSES

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

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far/>

CLAUSES INCORPORATED BY REFERENCE

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.2	FAR 52.202-1	Definitions (JAN 2012)	None
I.3	FAR 52.203-3	Gratuities (APR 1984)	None
I.4	FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)	None
I.5	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)	None
I.6	FAR 52.203-7	Anti-Kickback Procedures (OCT 2010)	None
I.7	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)	None
I.8	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)	None
I.9	FAR 52.203-12	Limitations on Payments to Influence Certain Federal Transactions (OCT 2010)	None
I.10	FAR 52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)	None
I.11	FAR 52.204-7	Central Contractor Registration (DEC 2012)	None
I.12	FAR 52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)	None
I.13	FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012)	None
I.14	FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (DEC 2010)	None
I.15	FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)	None
I.16	FAR 52.215-2	Audit and Records – Negotiation (OCT 2010)	None
I.17	FAR 52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)	None
I.18	FAR 52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011)	None
I.19	FAR 52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (AUG 2011)	None
I.20	FAR 52.215-12	Subcontractor Certified Cost or Pricing Data (OCT 2010)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.21	FAR 52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (OCT 2010)	None
I.22	FAR 52.215-15	Pension Adjustments and Asset Reversions (OCT 2010)	None
I.23	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)	None
I.24	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)	None
I.25	FAR 52.215-19	Notification of Ownership Changes (OCT 1997)	None
I.26	FAR 52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (OCT 2010)	None
I.27	FAR 52.216-7	Allowable Cost and Payment (JUN 2011)	(a)(3) 30 th
I.28	FAR 52.219-6	Notice of Total Small Business Set-Aside (NOV 2011)	None
I.29	FAR 52.219-8	Utilization of Small Business Concerns (JAN 2011)	None
I.30	FAR 52.219-14	Limitations on Subcontracting (NOV 2011)	None
I.31	FAR 52.219-28	Post-Award Small Business Program Representation (APR 2012)	(g) N/A
I.32	FAR 52.222-3	Convict Labor (JUN 2003)	None
I.33	FAR 52.222-6	Davis-Bacon Act (JULY 2005)	None
I.34	FAR 52.222-7	Withholding Of Funds (FEB 1988)	None
I.35	FAR 52.222-8	Payrolls And Basic Records (JUN 2010)	None
I.36	FAR 52.222-9	Apprentices And Trainees (JUL 2005)	None
I.37	FAR 52.222-10	Compliance With Copeland Act Requirements (FEB 1988)	None
I.38	FAR 52.222-11	Subcontracts (Labor Standards) (JULY 2005)	None
I.39	FAR 52.222-12	Contract Termination—Debarment (FEB 1988)	None
I.40	FAR 52.222-13	Compliance With Davis-Bacon And Related Act Regulations (FEB 1988)	None
I.41	FAR 52.222-14	Disputes Concerning Labor Standards (FEB 1988)	None
I.42	FAR 52.222-15	Certification Of Eligibility (FEB 1988)	None
I.43	FAR 52.222-16	Approval Of Wage Rates (FEB 1988)	None
I.44	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)	None
I.45	FAR 52.222-26	Equal Opportunity (MAR 2007)	None
I.46	FAR 52.222-35	Equal Opportunity for Veterans (SEP 2010)	None
I.47	FAR 52.222-36	Affirmative Action for Workers with Disabilities (OCT 2010)	None
I.48	FAR 52.222-37	Employment Reports on Veterans (SEP 2010)	None
I.49	FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	None
I.50	FAR 52.222-41	Service Contract Act of 1965 (NOV 2007)	None
I.51	FAR 52.222-50	Combating Trafficking in Persons (FEB 2009)	None
I.52	FAR 52.222-54	Employment Eligibility Verification (JUL 2012)	None
I.53	FAR 52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (JUL 2012)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.54	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)	None
I.55	FAR 52.223-6	Drug Free Workplace (MAY 2001)	None
I.56	FAR 52.223-10	Waste Reduction Program (MAY 2011)	None
I.57	FAR 52.223-15	Energy Efficiency in Energy-Consuming Products (DEC 2007)	None
I.58	FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)	None
I.59	FAR 52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)	None
I.60	FAR 52.227-1	Authorization and Consent (DEC 2007)	None
I.61	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)	None
I.62	FAR 52.227-14	Rights in Data – General (DEC 2007)	None
I.63	FAR 52.228-5	Insurance—Work on a Government Installation (JAN 1997)	None
I.64	FAR 52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (AUG 2012)	(h)(2) 30th
I.65	FAR 52.232-17	Interest (OCT 2010)	None
I.66	FAR 52.232-22	Limitation of Funds (APR 1984)	None
I.67	FAR 52.232-23	Assignment of Claims (JAN 1986)	None
I.68	FAR 52.232-25	Prompt Payment (OCT 2008)	None
I.69	FAR 52.232-33	Payment of Electronic Funds Transfer – Central Contractor Registration (OCT 2003)	None
I.70	FAR 52.233-1	Disputes (JUL 2002); Alternate I (DEC 1991)	None
I.71	FAR 52.233-3	Protest After Award (AUG 1996)	None
I.72	FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)	None
I.73	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)	None
I.74	FAR 52.242-3	Penalties for Unallowable Costs (MAY 2001)	None
I.75	FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997)	None
I.76	FAR 52.242-13	Bankruptcy (JUL 1995)	None
I.77	FAR 52.243-3	Changes – Time-and-Materials or Labor-Hours (SEP 2000)	None
I.78	FAR 52.244-2	Subcontracts (OCT 2010)	(d) none; (j) N/A
I.79	FAR 52.244-6	Subcontracts for Commercial Items (DEC 2010)	None
I.80	FAR 52.246-25	Limitation of Liability – Services (FEB 1997)	None
I.81	FAR 52.248-1	Value Engineering (OCT 2010)	(m) DE-EM0002446
I.82	FAR 52.249-6	Termination (Cost Reimbursement) (MAY 2004); Alternate IV (SEP 1996)	None
I.83	FAR 52.249-14	Excusable Delays (APR 1984)	None
I.84	FAR 52.253-1	Computer Generated Forms (JAN 1991)	None
I.85	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (DEC 2000)	None
I.86	DEAR 952.204-75	Public Affairs (DEC 2000)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.87	RESERVED		None
I.88	DEAR 952.208-70	Printing (APR 1984)	None
I.89	DEAR 952.209-72	Organizational Conflicts of Interest (AUG 2009); Alternate I (FEB 2011)	(b)(1)(i) three
I.90	DEAR 952.251-70	Contractor Employee Travel Discounts (AUG 2009)	None

CLAUSES INCORPORATED IN FULL TEXT

I.91 FAR 52.219-12, SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)

(a) The Small Business Administration (SBA) has entered into Contract No. 0515-13-306861 with the U.S. Department of Energy to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) CTI & Associates, Inc., hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. DE-EM0002882 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the U.S. Department of Energy with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the U.S. Department of Energy.

(4) That it will notify the U.S. Department of Energy Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the U.S. Department of Energy.

I.92 RESERVED

I.93 RESERVED

I.94 RESERVED**I.95 DEAR 952.242-70, TECHNICAL DIRECTION (DEC 2000)**

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

- (1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
- (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
- (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.

(b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.

(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that—

- (1) Constitutes an assignment of additional work outside the Statement of Work;
- (2) Constitutes a change as defined in the contract clause entitled "Changes;"
- (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions or specifications of the contract; or
- (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

d) All technical direction shall be issued in writing by the COR.

(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must—

(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;

(2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or

(3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

(f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

The clauses below are applicable to CLINS 003 and 004 only.			
Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.96	FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.	None
I.97	FAR 52.204-14	Service Contract Reporting Requirements (JAN 2014)	None
I.98	FAR 52.211-10	Commencement, Prosecution, and Completion of Work.	1, 12/31/2015
I.99	FAR 52.216-24	Limitation of Government Liability.	None
I.100	FAR 52.216-25	Contract Definitization.	None

The clauses below are applicable to CLINS 003 and 004 only.			
Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.101	FAR 52.222-5	Construction Wage Rate Requirements Secondary Site of the Work (MAY 2014)	None
I.102	FAR 52.222-6	Construction Wage Rate Requirements.	
I.103	FAR 52.222-7	Withholding of Funds.	
I.104	FAR 52.222-8	Payrolls and Basic Records.	
I.105	FAR 52.222-9	Apprentices and Trainees.	
I.106	FAR 52.222-10	Compliance with Copeland Act Requirements.	
I.107	FAR 52.222-11	Subcontracts (Labor Standards).	
I.108	FAR 52.222-12	Contract Termination-Debarment.	
I.109	FAR 52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	
I.110	FAR 52.222-14	Disputes Concerning Labor Standards.	
I.111	FAR 52.222-15	Certification of Eligibility.	
I.112	FAR 52.222-17	Nondisplacement of Qualified Workers	None
I.113	FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (APR 2015)	None
I.114	FAR 52.222-55	Minimum Wages Under Executive Order 13658 (DEC 2014)	None
I.115	FAR 52.225-9	Buy American–Construction Materials (May 2014)	None
I.116	FAR 52.232-1	Payments	None
I.117	FAR 52.232-5	Payments under Fixed-Price Construction Contracts.	None

The clauses below are applicable to CLINS 003 and 004 only.			
Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.118	FAR 52.232-27	Prompt Payment for Construction Contracts.	None
I.119	FAR 52.232-39	Unenforceability of Unauthorized Obligations.	None
I.120	FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)	None
I.121	FAR 52.236-2	Differing Site Conditions (APR 1984)	None
I.122	FAR 52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)	None
I.123	FAR 52.236-5	Material and Workmanship.	None
I.124	FAR 52.236-7	Permits and Responsibilities.	None
I.125	FAR 52.236-21	Specification and Drawings for Construction (FEB 1997)	None
I.126	FAR 52.246-12	Inspection of Construction (AUG 1986)	None
I.127	FAR 52.243-1	Changes – Fixed Price (AUG 1987) ALT II (APR 1984)	None

I. 128 FAR 52.228-2 Additional Bond Security (OCT 1997)
 I.129 FAR 52.228-11 Pledges of Assets (JAN 2012)
 I.130 FAR 52.228-12 Prospective Subcontractor Requests for Bonds (MAY 2014)
 I.131 FAR 52.228-14 Irrevocable Letter of Credit (NOV 2014)
 I.132 FAR 52.228-15 Performance and Payment Bonds – Construction (OCT 2010)
 I.133 FAR 52.236-6 Superintendence by the Contractor (APR 1984)
 I.134 FAR 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
 I.135 FAR 52.236-10 Operations and Storage Areas (APR 1984)
 I.136 FAR 52.236-11 Use and Possession Prior to Completion (APR 1984)
 I.137 FAR 52.236-12 Cleaning Up (APR 1984)
 I.138 FAR 52.236-13 Accident Prevention (NOV 1991)

- I.139 FAR 52.236-14 Availability and Use of Utility Services (APR 1984)
- I.140 FAR 52.236-15 Schedules for Construction Contracts (APR 1984)
- I.141 FAR 52.236-17 Layout of Work (APR 1984)
- I.142 FAR 52.242-14 Suspension of Work (APR 1984)
- I.143 FAR 52.243-4 Changes (JUN 2007)
- I.144 FAR 52.248-3 Value Engineering – Construction (OCT 2010)
- I.145 FAR 52.249-2 Termination for Convenience of the Government (Fixed Price) (APR 2012) ALT I (SEPT 1996)
- I.146 FAR 52.249-10 Default (Fixed-Price Construction)

Note: *Per FAR 52.104 (d), the only clause above that has fill-ins is FAR 52.228-14 Irrevocable Letter of Credit (NOV 2014). The fill-ins for this clause are to be filled out as applicable.*

**SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER
ATTACHMENTS**

<u>Attachment</u>	<u>Description</u>
Attachment A	Labor Categories and Corresponding Fully-Burdened Rates
Attachment B	Requirements Sources and Implementing Documents (List A) and List of Applicable DOE Directives (List B)
Attachment C	Wage Determinations
Attachment D	Proposed Payment Schedule

Attachment A- Labor Categories and Corresponding Fully-Burdened Rates

Schedule A (Discipline)	<u>FY2014</u>	<u>FY2015</u>	<u>FY2016</u>
Program Manager			
Project Manager			
Project Technical Manager			
HydroGeologist			
Environmental Engineer Senior			
Construction Manager			
Geologist Senior			
Cost Estimator			
Regulatory Specialist			
Geologist Junior			
Civil Engineer Senior			
Chemical Engineer Senior			
Chemist Senior			
Geotechnical Engineer Senior			
Procurement / Project Controls			
Contract Specialist			
Hazardous Waste Specialist			
Technical/Specifications Writer			
Draftsman Senior			
Environmental Technician			
Chemical Engineer Junior			
Civil Engineer Technician			
Chemist Junior			
Civil Engineer Junior			
Environmental Engineer Junior			
Draftsman Junior			
Geotechnical Engineer Junior			
Project Administrator			
Clerk			

Schedule A (Discipline)	<u>FY2014</u>	<u>FY2015</u>	<u>FY2016</u>
Operator (non-exempt) Level I			
Operator (non-exempt) Level I (Overtime)			
Operator (non-exempt) Level II			

Operator (non-exempt) Level II (Overtime)	
Operator (non-exempt) Level III	
Operator (non-exempt) Level III (Overtime)	
Operator (non-exempt) Level IV	
Operator (non-exempt) Level IV (Overtime)	
Operator (non-exempt) Level V	
Operator (non-exempt) Level V (Overtime)	
Laborer (non-exempt) Level I	
Laborer (non-exempt) Level I (Overtime)	
Laborer (non-exempt) Level II	
Laborer (non-exempt) Level II (Overtime)	
Laborer (non-exempt) Level III	
Laborer (non-exempt) Level III (Overtime)	
* Overtime requires COR or CO approval prior to work being performed.	

Schedule A (Discipline)	FY 2014	FY 2015	FY 2016
Principal Engineer			
Senior Engineer			
Senior CAD Graphic			
Senior Technical Editor			

**Attachment B - Requirements Sources and Implementing Documents (List A) and
List of Applicable DOE Directives (List B)**

The Contractor shall comply with the requirements of the laws and regulations identified in List A below. Omission of any applicable law or regulation from List A does not affect the obligation of the Contractor to comply with such law or regulation.

Requirements Sources and Implementing Documents (List A)

<u>Directive (or latest rev)</u>	<u>Title/Comment</u>
10 CFR 830	Nuclear Safety Management
10 CFR 835	Occupational Radiation Protection
10 CFR 850	Chronic Beryllium Disease Prevention Program
10 CFR 851	Worker Safety and Health Program

The Contractor shall comply with the requirements of DOE Directives identified under List B. DOE directives may be found at <http://www.directives.doe.gov/>.

List of Applicable DOE Directives (List B)

<u>Directive</u>	<u>Title/Comment</u>
DOE O 210.2A	DOE Corporate Operating Experience Program
DOE O 225.1B	Accident Investigations
DOE O 226.1B	Implementation of Department of Energy Oversight Policy
DOE O 231.1B, Chg 1	Environment, Safety and Health Reporting
DOE O 251.1C	Departmental Directives Program
DOE O 252.1A	Technical Standards Program
DOE O 410.1	Central Technical Authority Responsibilities Regarding Nuclear Safety Requirements
DOE O 413.3B	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1D	Quality Assurance
DOE P 420.1	Department of Energy Nuclear Safety Policy
DOE O 420.1C	Facility Safety
DOE O 422.1	Conduct of Operations
DOE O 425.1D	Verification of Readiness to Start Up or Restart Nuclear Facilities
DOE O 426.1, Chg 1	Federal Technical Capability
DOE O 426.2	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
DOE O 430.1B, Chg 2	Real Property and Asset Management
DOE O 433.1B	Maintenance Management Program for DOE Nuclear Facilities
DOE O 435.1, Chg 1	Radioactive Waste Management

DOE O 436.1	Departmental Sustainability
DOE O 442.1A	Department of Energy Employee Concerns Program
DOE O 442.2	Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health
DOE O 450.2	Integrated Safety Management
DOE P 450.4A	Integrated Safety Management Policy
DOE O 452.1D	Nuclear Explosive and Weapon Surety Program
DOE O 452.2D	Nuclear Explosive Safety
DOE O 458.1, Chg 2	Radiation Protection of the Public and the Environment
DOE O 460.1C	Packaging and Transportation Safety
DOE O 460.2A	Departmental Materials Transportation and Packaging Management
DOE M 460.2-1A	Radioactive Material Transportation Practices Manual
DOE O 461.1B	Packaging and Transportation for Offsite Shipment of Materials of National Security Interest
DOE O 461.2	Onsite Packaging and Transfer of Materials of National Security Interest
DOE O 5480.30, Chg 1	Nuclear Reactor Safety Design Criteria

The Contractor must be aware of changes in the Code of Federal Regulations (CFR), Federal Acquisition Regulation (FAR), the United States Code (USC), Public Laws (PLs) or other regulatory entities that have applicability to DOE and that impact the scope of work. The Contractor will notify DOE of any changes, and DOE will make a determination regarding modification to the master contract.

Attachment C - Wage Determination

General Decision Number: NM130011 04/26/2013 NM11

Superseded General Decision Number: NM20120011

State: New Mexico

Construction Type: Heavy

Counties: Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Quay, Rio Arriba, San Miguel and Union Counties in New Mexico.

HEAVY CONSTRUCTION PROJECTS

Modification Number Publication Date

0	01/04/2013
1	02/22/2013
2	04/26/2013

ELEC0611-011 01/01/2013

CIBOLA, COLFAX, GUADALUPE, HARDING, MCKINLEY, MORA, QUAY, RIO ARRIBA, SAN MIGUEL, AND UNION COUNTIES

	Rates	Fringes
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Electrician

Zone 1.....	\$ 29.90	9.70
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ZONE 1: Mileage calculated from the main post office in the following towns: Albuquerque-40 miles, Belen-12 miles, Carrizozo-12 miles, Clovis-12 miles, Espanola-14 miles, Farmington-6 miles, Gallup-10 miles, Las Vegas-8 miles, Los Lunas-12 miles, Portales-12 miles, Ratan-6 miles, Roswell-12 miles, Ruidoso-12 miles, Santa Fe-10 miles, Tucumcari-6 miles.

ZONE 2: Extending up to 20 miles beyond Zone 1, EXCEPT

ALBURQUERQUE, shall receive 9% above Zone 1 rate.

ZONE 3: Extending up to 30 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 15% above Zone 1 rate.

ZONE 4: Extending more than 30 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 26% above Zone 1 rate.

ELEC0611-013 01/01/2013

Los Alamos County

	Rates	Fringes
ELECTRICIAN.....	\$ 34.39	9.87

* IRON0495-003 01/01/2012

	Rates	Fringes
IRONWORKER		
Structural and Reinforcing..	\$ 25.57	11.73

SUNM2009-005 09/14/2010

	Rates	Fringes
CARPENTER.....	\$ 22.26	6.20
LABORER: Common or General.....	\$ 13.26	0.35
LABORER: Flagger.....	\$ 10.90	0.00
OPERATOR: Backhoe.....	\$ 17.00	0.00
OPERATOR: Grader/Blade.....	\$ 18.79	2.35
OPERATOR: Loader (Front End)....	\$ 17.43	0.26
OPERATOR: Scraper.....	\$ 14.03	0.00
PLUMBER.....	\$ 26.27	7.69
TRUCK DRIVER: Dump Truck.....	\$ 11.90	0.00

TRUCK DRIVER: Water Truck.....\$ 13.72 5.25

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

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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)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with
characters other than "SU" denotes that the union
classification and rate have found to be prevailing for that
classification. Example: PLUM0198-005 07/01/2011. The first
four letters , PLUM, indicate the international union and the
four-digit number, 0198, that follows indicates the local union
number or district council number where applicable , i.e.,
Plumbers Local 0198. The next number, 005 in the example, is
an internal number used in processing the wage determination.
The date, 07/01/2011, following these characters is the
effective date of the most current negotiated rate/collective
bargaining agreement which would be July 1, 2011 in the above
example.

Union prevailing wage rates will be updated to reflect any
changes in the collective bargaining agreements governing the

rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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