

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 11	
2. AMENDMENT/MODIFICATION NO. 0666		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY Savannah River Operations Office U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802		7. ADMINISTERED BY (If other than Item 6) Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SAVANNAH RIVER REMEDIATION LLC Attn: Darrah L. Granger Savannah River Site Building 766-H Aiken SC 29808		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 808376193 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-09SR22505		10B. DATED (SEE ITEM 13) 12/08/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

No change in accounting and appropriation data.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 31.109

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

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

The purpose of this modification is to:

A. Delete Section J, List of Attachments, Appendix T. "Advance Agreement Related to Impacts Resulting from Partial Stop Work Order (nonportable work only) associated with the coronavirus epidemic impacts at Savannah River Site Liquid Waste Operations", from Contract No. DE-AC09-09SR22505, Modification Number 630.

B. Incorporate updated Section J, List of Attachments, Appendix T, "Advance Agreement Related to Impacts Resulting from Partial Stop Work Order (nonportable work only) associated with the coronavirus epidemic impacts at Savannah River Site Liquid Waste Operations" into Contract No. DE-AC09-09SR22505. Section J, List of Attachments, Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Phil Breidenbach, President SPR		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia T. Strowbridge	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
15C. DATE SIGNED 9/30/21		16C. DATE SIGNED 9/30/2021	

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-AC09-09SR22505/0666	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER REMEDIATION LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Appendix T is hereby incorporated as set forth on pages 3-11 herein.</p> <p>C. All other terms and conditions remain unchanged.</p> <p>Payment:</p>				

SAVANNAH RIVER REMEDIATION LLC

CONTRACT NO. DE-AC09-09SR22505

Advance Agreement Per FAR 31.109

**Related to Impacts Resulting From
Partial Stop Work Order (nonportable work only) and Emerging COVID Vaccine Policy
associated with COVID epidemic impacts at Savannah River Site Liquid Waste Operations**

SAVANNAH RIVER REMEDIATION LLC
Advance Agreement
COVID Partial Stop Work Order and Emerging COVID Vaccine Policy

References:

1. Letter, C. T. Strowbridge to D. L. Granger, *Contract No. DE-AC09-09SR22505 – Emerging COVID Vaccine Policy*, dated September 2, 2021, CMD-21-263
2. Email, C. Strowbridge to S. Fairchild, *FW: SRR LTR. (SRR-CAA-2021-00012) Contract DE-AC09-09SR22505 – Use of Weather and Safety or Equivalent Paid Leave for Non-Portable, High-Risk Individuals – Request for Approval*, dated January 21, 2021.
3. Contracting Officer (CO) letter dated April 3, 2020, CMD-20-124 Rev.1 Partial Stop Work Order – Transition to Essential Mission-Critical Operations and Continuity of Essential Personnel.
4. CO letter dated March 24, 2020, CMD-20-124 Partial Stop Work Order (non-portable work only).
5. CO letter dated March 24, 2020, CMD-20-121 Weather and Safety or Other Equivalent Paid Leave.
6. Office of Management and Budget, Executive Office of the President memo, dated March 20, 2020.
7. Email C. T. Strowbridge to D. Granger, *HCA Approval – Vaccination Incentives*, dated September 17, 2021
8. Email, C. T. Strowbridge to H. Inouye, *RE: SRR Ltr: (SRR-CAA-2021-00416) Contract DE-AC09-09SR22505 – Emerging COVID Vaccine Policy and Advance Agreement – Request for Approval*, dated September 19, 2021.
9. Email, C. T. Strowbridge to D. Granger *FW SRR Letter: SRR-CAA-2021-00376 Rev 1 Contract DE-AC09-09SR22505 – Health and Safety Related Incentive Program to Maximize the Savannah River Remediation LLC Vaccination Rate - Request for Contracting Officer Approval*, dated September 20, 2021.
10. Email, A. S. Morton to D. Granger and S. Fairchild, *RE HCA Approval – Vaccination Incentives*, dated September 20, 2021.
11. Email, C. T. Strowbridge to D. Granger, *RE: SRR Ltr: (SRR-CAA-2021-00416) Contract DE-AC09-09SR22505 – Emerging COVID Vaccine Policy and Advance Agreement – Request for Approval*, dated September 21, 2021.

1.0 INTRODUCTION

As directed by Reference 1 and in compliance with the other References and the Prime Contract No. DE-AC09-09SR22505, when and where applicable, the parties agree as set forth herein in accordance with FAR 31.109 regarding impacts resulting from the COVID pandemic. Savannah River Remediation LLC (SRR) shall maintain continuity of the current workforce, including subcontractors critical to the program's continuity, as directed by Reference 1 during the COVID pandemic period to ensure availability of critical skills for mission essential operations and continued state of readiness to minimize re-mobilization impacts.

This Agreement describes Cost Allowability for the impact resulting from the COVID pandemic. It does not supersede SRR's Advance Understanding of Human Resources Costs regarding employee compensation for items such as, but not limited to, employee benefits, disability, and workers compensation.

2.0 PURPOSE

The purpose of this Advance Agreement is to establish bilateral agreement of the elements of cost that, when incurred in support of the References are reasonable, allocable, and allowable under the Contract, in accordance with FAR 31.109. This Agreement is subject to applicable provisions of the Prime Contract.

3.0 AGREEMENT

The parties agree that the purpose of this Advance Agreement on costs is to provide clarity, consistency, and stability during a time of national crisis. It is intended that this agreement capture costs that can be reasonably anticipated as a result of the References, to the extent that they can be determined at this time. It is recognized by the parties that this Advance Agreement may need to be amended due to the evolving nature of this situation. However, this Advance Agreement will not prohibit the payment by DOE of costs incurred by the Contractor that are not anticipated, or are in excess of those anticipated costs, provided that they are otherwise reasonable, allowable, and allocable in accordance with FAR Part 31.

This Advance Agreement will be executed by both parties and incorporated into the Contract.

4.0 NO THIRD-PARTY BENEFICIARIES

This Advance Agreement is for the exclusive benefit and convenience of DOE and SRR. Nothing herein contained will be construed as conferring any right or benefit upon past, present or future employees of SRR, or upon any third party.

5.0 PAY POLICIES FOR SRR AND DESIGNATED SUBCONTRACTOR EMPLOYEES

Due to the issuance of the Reference 1 partial stop work order, the following pay policies will apply consistent with the contents therein:

1. SRR employees:

- a) Employees required to work at the Savannah River Site Liquid Waste Operations to maintain mission essential operations will be paid in accordance with the current SRR pay policies.
- b) Employees eligible to telework will be compensated in accordance with the SRR Telework Policy as if they were working at their normal workstation. In the

- event that Project related work is unavailable during all or a portion of their normal workday, idle time/leave shall be charged as a direct or indirect cost to the “COVID WEATHER & SFTY” charge code unless other applicable leave policies apply (e.g., PTO) Note: Idle workers shall charge directly to the cited charge code for COVID WEATHER & SFTY in lieu of weather/safety leave.
- c) Employees not eligible to telework due to the nature of their position will be compensated. Hours shall be noted on their timesheet based on their current straight time work schedule. Idle time/leave shall be charged as a direct or indirect cost to the “COVID WEATHER & SFTY” charge code unless other applicable leave policies apply (e.g., PTO) Note: Idle workers shall charge directly to the cited charge code for COVID WEATHER & SFTY in lieu of weather/safety leave.
 - d) SRR employees include Craft in accordance with the SRR Project Labor Agreement.
 - e) After the special leave authority in CARES Act section 3610 expires, any restrictions regarding use for such authority will also apply to any administrative time agreed to for the purpose of maintaining an employee under idle time because their work is not portable and they are unable to perform their work at their normal worksite due to local COVID conditions and restrictions. (Reference 1)
2. Designated Subcontractor employees:

All designated subcontractor employees will be paid, by their employer, in accordance with the current Subcontract pay policies as noted below:

- a) Subcontractor employees required to work at the Savannah River Site Liquid Waste Operations to maintain mission essential operations will be paid, by their employer, in accordance with the current Subcontract Terms and Conditions.
- b) Subcontractor employees eligible to telework will be compensated, by their employer, as if they were working at their normal workstation. In the event project related work is unavailable during all or a portion of their normal workday, idle time/leave shall be charged as a direct cost to the “COVID WEATHER & SFTY” charge code unless other applicable leave policies apply (e.g., PTO) Note: Idle workers shall charge directly to the cited charge code for COVID WEATHER & SFTY in lieu of weather/safety leave.

The subcontractor will invoice SRR for all telework and the above COVID related hours as worktime.

- c) Subcontractor employees not eligible to telework due to the nature of their position will be compensated by their employer. Idle time/leave shall be charged as a direct cost to the “COVID WEATHER & SFTY” charge code unless other applicable leave policies apply (e.g., PTO) (Note: Idle workers

shall charge directly to the cited charge code for COVID WEATHER & SFTY in lieu of weather/safety leave).

The Contractor will utilize best efforts to ensure that any workers reimbursed for idle time remain in a mobile ready state and are not also receiving reimbursement from another Federal or State funding source (e.g., Unemployment benefits, other Federal agency, etc.).

6.0 COMMUNITY COMMITMENT

In accordance with Contract Section H.35, Community Commitment, if requested, SRR will provide all available government property to support State and local government needs relative to the COVID pandemic. SRR may also make individual employees available to work with or for governmental, quasi-governmental, and other organizations in the Central Savannah River Area toward achieving civic needs.

7.0 TRAINING AND EDUCATION COSTS (FAR 31.205-44)

Additional costs for development or acquisition of online training that can be performed remotely for workers that are otherwise assigned to non-portable work activities are allowable.

8.0 LEGAL MATTERS RELATED TO COVID (FAR 31.205-47)

In accordance with the requirements and reasonableness standards of 10 CFR 719, cost (including attorney fees, judgments, etc.) associated with the defense or settlement of legal claims related to COVID.

In support of this policy and the express policy supporting contractor decisions to mandate vaccinations of its workforce & subcontractors, the costs of contractor efforts to improve public health conditions on Department of Energy Office of Environmental Management (DOE-EM) sites are allowable in keeping with the general allowability of costs for health clinics at FAR 31.205-13 and the terms and conditions of the contract. Such allowable costs may include the costs of SRR and its subcontractors employee's vaccination; testing; time off to get vaccinated; or costs for employee engagement and communications. In addition, the Department recognizes that SRR may assume some increased costs and litigation risk in taking actions necessary to protect its workforce. Costs associated with potential litigation risk due to SRR mandating that its employees and its subcontractors receive the COVID vaccine would also be allowable subject to the terms and conditions of its contract, FAR 31.205-47, and applicable law. This guidance is effective August 27, 2021. (Reference 1)

DOE agrees that (i) the SRR plan to make COVID vaccination a mandatory condition of employment (including any and all actions designed to incentivize employees to get vaccinated voluntarily) (the "Plan"), and SRR's implementation and administration of the Plan, is reasonable and consistent with the March 10, 2020 Declaration of the Secretary of Health and Human Services under the Public Readiness and Emergency Preparedness

(PREP) Act, 42 U.S.C. §§ 246d-6d and 247d-6e (the “Declaration”), (ii) SRR qualifies as a Declaration Section V Covered Person, and (iii) SRR’s Plan qualifies as a Declaration Section VI Covered Countermeasure.

9.0 SEQUESTERED EMPLOYEES (FAR 31.205-6)

In the event SRR sequesters employees due to the implementation of restricted work shift schedules for Defense Waste Processing Facility, Saltstone Facilities, Tank Farms, or Effluent Treatment Facility, SRR will pay all impacted employees their standard overtime premium for all hours obligated to remain onsite.

10.0 VACCINATION FOR COVID FOR EMPLOYEES AND SUBCONTRACTORS

In accordance with public policy, and the general allowability of costs for health clinics at Federal Acquisition Regulation section 31.205-13, it has been determined that it is reasonable for SRR to grant their personnel and subcontractors who are working on site or on telework up to four (4) hours administrative leave per dose to get vaccinated for COVID. The leave shall be coded consistent with the SRR and its subcontractors current Human Resource system and practices. SRR and their subcontractor personnel who are currently on leave under the special leave authority in CARES Act section 3610 may not be granted additional leave for this purpose. They may receive the vaccine while on their paid “stand by” status. This vaccine guidance is effective January 21, 2021.

In accordance with References 7 and 10, effective September 20, 2021, eight (8) hours of administrative leave (per dose) for DOE-EM Contractor and Subcontractor personnel who are working on site or on telework to obtain the vaccination and up to eight (8) hours per dose to accompany family members to get vaccinated for COVID. This is within the general allowability of costs for health clinics at Federal Acquisition Regulation section 31.205-13 and is not retroactive to those that have previously been vaccinated. Contractor and Subcontractor personnel who are currently on leave under the special leave authority in CARES Act Section 3610 may not be granted additional leave for this purpose. Use the definition of family member at Title 5 Code of Federal Regulations 603.201 to implement this policy. The leave shall be coded consistent with the individual contractor’s current Human Resource system and practices. (Please note that this agreement is reiterated under Section 12.0 PAID LEAVE FOR FAMILY MEMBERS’ COVID VACCINATIONS)

11.0 CONTRACTOR HEALTH AND SAFETY DECISIONS RELATED TO COVID VACCINATIONS

Vaccines are proven to be highly effective in protecting against severe disease and death from COVID and known variants of the virus, including the Delta variant. To that end, the DOE has strongly encouraged its employees and SRR employees and its subcontractors to get vaccinated. DOE supports SRR mandate of the COVID vaccinations to employees and subcontractors (Reference 1).

12.0 PAID LEAVE FOR FAMILY MEMBERS' COVID VACCINATIONS

In accordance with public policy, and the general allowability of costs for health clinics at Federal Acquisition Regulation (FAR) section 31.205-13, it has been determined that it is reasonable for SRR to grant their personnel and subcontractors who are working on site or on telework up to four (4) hours administrative leave per dose to accompany a family member receiving the COVID vaccine. The leave shall be coded consistent with the SRR and its subcontractors current Human Resource system and practices. SRR and their subcontractor personnel who are currently on leave under the special leave authority in CARES Act section 3610 may not be granted additional leave for this purpose. They may accompany a family member while on their paid "stand by" status. SRR should use the definition of family member that is consistent with its policies, applicable law, and its contract. This vaccine guidance is effective August 25, 2021. (Reference 1)

In accordance with References 7 and 10, effective September 20, 2021, eight (8) hours of administrative leave (per dose) for DOE-EM Contractor and Subcontractor personnel who are working on site or on telework to obtain the vaccination and up to eight (8) hours per dose to accompany family members to get vaccinated for COVID. This is within the general allowability of costs for health clinics at Federal Acquisition Regulation section 31.205-13 and is not retroactive to those that have previously been vaccinated. Contractor and Subcontractor personnel who are currently on leave under the special leave authority in CARES Act Section 3610 may not be granted additional leave for this purpose. Use the definition of family member at Title 5 Code of Federal Regulations 603.201 to implement this policy. The leave shall be coded consistent with the individual contractor's current Human Resource system and practices. (Please note that this Reference 7 agreement is reiterated under Section 10.0 VACCINATION FOR COVID FOR EMPLOYEES AND SUBCONTRACTORS)

13.0 ALLOWABILITY OF ON-SITE RAPID TESTING

SRR costs associated with administering on-site rapid testing for COVID are allowable costs. The use of on-site rapid testing provides benefits such as: reduced time for results, availability to test on-site, aids site facilities in ensuring minimum safe staffing levels are/can be maintained, enables proactive management of potential COVID exposures to ensure success in the execution of site missions and reinforces SRR's effort to keep the workforce healthy and COVID-free.

14.0 ATTESTATION PROCESS

Contractor and subcontractor employees who perform work in a Federal government owned or leased facility (pre-COVID), are embedded with DOE staff, who are not employed by or a subcontractor to a Management & Operating (M&O) or Major Site and Facility Contractor and are employees of a support service contractor must complete attestation forms available at <https://myenergy.servicenowservices.com/myenergy/> by September 10, 2021. This information is required to implement approved health and safety protocols in the DOE workplace. M&Os and Major Site and Facility contractors are not required to use the DOE form for attestation. However, they must have a system in place to ensure all employees and

subcontractor employees working on a DOE site/facility have attested to the truthfulness of their vaccination status as fully vaccinated, not yet fully vaccinated, unvaccinated, or decline to respond. Additionally, since the data is maintained by the contractor, they must report the number and percentage of contractor and subcontractor employees that have been fully vaccinated to DOE upon request. (Reference 1)

15.0 CONTINUED NEED TO SEGREGATE COVID RELATED COSTS

SRR should segregate the costs for testing, attestation, and other costs related to vaccinations within the SRR accounting system using Change Order Accounting practices. Additionally, SRR should ensure that invoices assign the COVID charge code to any request for reimbursement of such costs on an invoice. (Reference 1)

16.0 EFFECTIVE BARGAINING

Note that, when there is a Safety & Health clause in the contractor collective bargaining agreements, SRR may still need to engage in “Effects Bargaining” with the unions to discuss the effects of implementing a vaccination mandate program with the Unions such as: the effective date of the mandate, any applicable new rules, how disciplinary policy will be applied, etc. (Reference 1)

17.0 NON-PORTABLE, HIGH-RISK INDIVIDUALS UNABLE TO PERFORM ALTERNATE WORK (Reference 2)

For the purpose of maintaining an employee under idle time because their work is not portable, they are unable to perform their work at their normal worksite, and they are unable to perform alternate work due to local COVID conditions and restrictions, the SRR President and Project Manager (or designee) may offer such an employee the option to be placed on short term disability as outlined below:

1. To qualify, High Risk employees will be approved by the Disability Case Manager who will have documentation supporting the employee high risk status.
2. High Risk employees will be required to utilize 24 hours of their time bank as required under our short-term disability policy.
3. This option will not be available to any High-Risk employee who has the ability to perform alternate work.

18.0 PERFORMANCE EVALUATION AND MEASUREMENT PLAN (PEMP)

The PEMP for the performance period from October 1, 2021, through January 31, 2022, was developed assuming that SRR is fully staffed to support both Base Operations and waste removal projects and can quickly address routine attrition. The new COVID guidelines and requirements could result in significant attrition in key work groups (e.g., Construction Craft, Engineering, trained operators, and other key personnel) and the inability to fill the positions in a timely manner, especially given the upcoming PEMP performance period is only four months. SRR reserves the right to renegotiate the PEMP if attrition is realized.

19.0 HEALTH AND SAFETY RELATED INCENTIVES TO RAPIDLY INCREASE THE VACCINE PARTICIPATION RATE AND SLOW THE SPREAD OF COVID

SRR may request approval from the CO for other health and safety related incentives to rapidly increase the vaccine participation rate and slow the spread of COVID. In doing so, the request shall comply with the Federal Acquisition Regulation (FAR) and be aligned with health and safety performance, rather than a perceived gift. Additionally, SRR shall submit market research to demonstrate the reasonableness of the request. (Reference 7)

CO approval is hereby granted for SRR's Health and Safety Related Incentive Program to incentivize vaccination by providing two additional days of paid vacation to personnel who are or become fully vaccinated within a defined period of time. (Reference 9)

20.0 ADMINISTRATIVE LEAVE FOR EMPLOYEES IF THEY EXPERIENCE SIDE EFFECTS FROM RECEIVING THE COVID VACCINATION.

CO approval is hereby granted for the use of up to 2 days of administrative leave for employees if they experience side effects from receiving the COVID vaccination. This approval is retroactive to August 25, 2021. (Reference 8)

In response to Reference 8 and in accordance with Reference 11, please note the following. In SRR's efforts to maintain employee morale during this difficult time, SRR requested CO approval to grant up to 2 days of administrative leave retroactive to January 2021, only for those individuals who took time off as a result of vaccine-related side effects with a documented record of disability recorded on their timesheet. CO approval to grant up to 2 days administrative leave retroactive to **January 20, 2021** was approved. This date correlates to President Biden's Executive Order 13991 "Protecting the Federal Workforce and Requiring Mask-Wearing", dated January 20, 2021. (Reference 8 and 11)